



70 2004 00044953

Denton County  
Cynthia Mitchell  
County Clerk  
Denton, TX 76202

Instrument Number: 2004-44953

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As  
Declaration

Parties: CHATEAU GROUP I

To

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Comment:

**\*\* Examined and Charged as Follows: \*\***

Declaration	140 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  
because of color or race is invalid and unenforceable under federal law

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THE STATE OF TEXAS }  
COUNTY OF DENTON }

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

Cynthia Mitchell

County Clerk  
Denton County, Texas

**FIRST AMENDED AND RESTATED DECLARATION  
OF RESTRICTIONS, COVENANTS AND CONDITIONS  
OF CHATEAU DU LAC**

NOW, THEREFORE, know all men by these presents, that (1) Chateau Development Corporation, being the owner of the Phase I (defined below) has caused said property to be platted and subdivided into an Addition known as Chateau du Lac, Phase One, an addition to the Town of Flower Mound, Denton County, Texas, ("Phase I"), including Lots 1-9 in Block A, Common Area Lots 1X, 2X, 3X, 4X, 5X and 6X in Block C, Lots 1-13 inclusive in Block B, Lots 1-2 in Block C and Common Area Lot 1 in Block D, according to the plat thereof recorded in the plat records, Denton County, Texas, and (1) Chateau Group I, Ltd., being the owner of Phase II (defined below) has caused said property to be platted and subdivided into an addition known as Chateau du Lac, Phase Two, an addition to the Town of the Flower Mound, Denton County, Texas, ("Phase II") including Lots 14-16 inclusive, Block B and Common Area Lot 7X, Block C, according to the Plat thereof recorded in the Plat Records, Denton County, Texas, and Triple T Farms, Ltd, a Texas limited partnership, being the owner of the Adjoining Property (defined below)

FOR the purpose of assuring the orderly and uniform development of the above described property, for the further purpose of providing for the preservation of the values and amenities in said community for the creation and maintenance of a planned community with open spaces and other common facilities for the benefit of the said community and in order to carry out a general plan of development for the benefit of each and every Owner of a Lot in said Property, the following restrictions, covenants, conditions, easements, charges and liens upon all Lots in said Property and, to the extent expressly set forth below in this Declaration, upon the Adjoining Property are hereby established, and all of the Lots in the Property and, to the extent expressly set forth below in this Declaration, the Property and the Adjoining Property are held and shall be conveyed subject to the reservations, restrictions, covenants, conditions, easements, charges and liens hereinafter set forth. All of the reservations, restrictions, covenants, conditions, easements, charges and liens herein set forth and established shall run with the land described as the Property and the Adjoining Property.

**SECTION ONE: DEFINITIONS**

The following words, when used in this Declaration or any Supplemental Declaration (unless otherwise indicated) shall have the following meanings:

- A. **"Adjoining Property"** shall mean and refer to the real property described on **Exhibit "A"** which is attached hereto and incorporated herein for all purposes. The Adjoining Property shall be deemed to be a "Lot" (and if subdivided "Lots") for the purposes of SECTIONS THREE, FOUR, FIVE, SIX, AND NINE only, in this Declaration
- B. **"Association"** shall mean and refer to Chateau du Lac Homeowner's Association, Inc., its successors and assigns
- C. **"Bylaws"** shall mean and refer to the bylaws of the Association
- D. **"Committee"** shall mean and refer to the Architectural Control Committee defined and constituted pursuant to SECTION FIVE of this Declaration
- E. **"Common Areas"** shall mean and refer to those areas of land shown on any recorded subdivision plat of the Property and intended to be devoted to the common use and enjoyment of the members of the Association, and other areas on or adjacent to the Property of common interest to all of the Lots, including but not limited to, Property decorative fencing, lakes (if any), drainage features, rights-of-way and parkways, security areas and structures, private streets on the Property, walkways, driveways and landscaping at Property entries and other areas of common interest to the Lots.
- F. **"Declaration"** shall mean and refer to this Declaration of Restrictions, Covenants and Conditions of Chateau Du Lac and all permitted modifications, amendments, supplemental declarations, and replacements to and in compliance with this Declaration of Restrictions, Covenants and Conditions of Chateau Du Lac
- G. **"Declarant"** shall mean and refer to (1) Chateau Group I, Ltd., a Texas limited partnership ("Chateau I"), and its successors and assigns, with respect to Phase I, (2) Chateau Group II, Ltd., a Texas limited

partnership ("Chateau II"), and its successors and assigns, with respect to Phase II, (3) Triple "T" Farms, Ltd., a Texas limited partnership ("Farms"), and its successors and assigns, with respect to the Adjoining Property, and (4) Farms, Chateau I and Chateau II jointly with respect to any real property, if any, which may be added to the Property in accordance with this Declaration

- H. "Living Unit" shall mean and refer to any portion of a building situated upon the Property and/or any Lot designed and intended for use and occupancy as a dwelling unit.
- I. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property, with the exception of Common Areas as herein defined.
- J. "Member" shall mean and refer to every person or entity who holds membership in the Association.
- K. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit which is a part of the Property
- L. "Property" shall mean and refer to all of the real property and Lots in and on Phase I and Phase II and any additional real property which may be annexed and made subject to this Declaration in accordance with the provisions of SECTION TWO of this Declaration
- M. "public view" shall mean and refer to an item or matter that is exposed to the public view. An item or matter is exposed to the public view if it is visible to a person (i) six and one-half feet in height standing at any location in any public right-of-way or easement, (ii) six and one-half feet in height standing at any point at the ground level of any of the Property other than the Lot or portion of the Property where the item or matter is located, or (iii) of any height viewing the item or matter from any window or balcony of a Living Unit on any of the Property other than the Lot or portion of the Property where the item or matter is located.

## SECTION TWO: PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

- A. Land Proposed for Annexation. Additional land may be annexed to the Property by the Declarant without the consent of any Member or Owner within ten (10) years of the date of this instrument, provided that the annexed land is contiguous to the Property and /or Adjoining Property and is developed for single family ownership at a density similar to or less than that of the original homes. Upon such annexation, the additional land shall be deemed a part of the Property hereunder for all purposes and the Owners of any Lot on the annexed land shall immediately succeed to all rights, benefits, duties, encumbrances and obligations hereunder. Annexation of additional land as a part of the Property shall be complete upon the filing in the real property records of Denton County, Texas of a supplemental declaration describing the land to be annexed to the Property and signed by the Declarant.
- B. Other Annexation. In addition to the procedure set forth in SECTION TWO, subsection A above, after the later to occur of (1) December 31, 2005, or (2) when seventy-five percent (75%) of all Lots have been sold and Living Units constructed thereon, additional property may be annexed to the Property with the consent in writing of two-thirds (2/3) by voting power of the Members.
- C. Annexation of Adjoining Property. In addition to the procedure set forth in SECTIONS TWO, subsections A and B above, all or a portion of the Adjoining Property shall become a part of the Property upon the occurrence of and as provided in the following:
  - 1. If and when the Adjoining Property is replatted into 2 or more lots as permitted by this Declaration, the all of the lot which comprises that portion of the Adjoining Property containing the dwelling and other improvements of the original owner of record of the Adjoining Property (the "old lot") shall remain Adjoining Property and the lot(s) comprising all other portions of the Adjoining Property (collectively, the "new lot") shall become a part of the Property upon filing of the replat of the Adjoining Property.
  - 2. The owner of record of the Adjoining Property may, by written notice to the Association (and, if given before December 31, 2005, to the Declarant) elect to add the Adjoining Property to the Property. If

such written notice of election is ever given, it shall be irrevocable without the written consent of both the Declarant and the Association.

3 The sale, transfer, conveyance or assignment, in whole or in part, voluntarily or involuntarily, of all or any portion of the Adjoining Property to any person or entity other than the original owner of record of the Adjoining Property or his/her spouse, issue, children, parents, entity owned and controlled solely by the owner of the Adjoining Property alone or with his/her spouse and/or issue, or a trust for the benefit of one or more of such natural persons provided, however, that a lien created for the purpose of financing all or a portion of the cost of acquiring and/or improving the Adjoining Property will not be deemed an occurrence of this subsection C.3

### **SECTION THREE: MAINTENANCE OF PROPERTY AND RESTRICTIONS ON USE OF PROPERTY**

Each of the Lots shown on any recorded subdivision plat. (i) of the Property, (ii) of Common Area Lots within the Property, and (iii) existing at the time of creation of this Declaration (and hereafter annexed pursuant to this Declaration) are and shall be impressed with the following reservations, restrictions, covenants, conditions, easements and liens for the purpose of carrying out a general plan of development and maintenance of the Property

- A No dwellings, other structures, accessory structure, alterations to existing structures, fence or landscaping shall be erected or maintained on any of the Property until the plans and specifications for same have been submitted according to the current Application Procedure and approved by the Committee as set forth below in SECTION NINE of this Declaration prior to commencement of same
- B. None of the Lots shall be subdivided into smaller Lots, provided, however, on the prior written consent of the Declarant, and upon administrative approval from the Town of Flower Mound (i) any Lot line may be moved not more than eight feet (8') from its original location to alleviate a hardship, and (ii) two (2) or more Lots may be replatted to form new Lots larger than the original Lots. In the event that any two (2) or more Lots are replatted into a lesser number of Lots than the original number of Lots, the resulting Lot(s) and their respective Owner(s) shall continue to bear the obligation to pay all annual and special assessments on the same basis and in the same amounts as if the original Lots had not been so combined
- C. No animals, livestock, or poultry or any kind shall be raised, bred or kept on any of the Property, except that
  - (i) on Lots that are less than two (2) acres in net area net of all street easements and rights-of-way, no more than an aggregate combined total of four (4) dogs, cats and other domestic household pets (which does not include any animal which is determined by the Declarant or Association to be a wild or nondomestic animal) may be kept provided that they are not kept, bred or maintained for any **prolonged** commercial purpose, and
  - (ii) no more than an aggregate combined total of six (6) dogs, cats and other domestic household pets (which does not include any animal which is determined by the Declarant or Association to be a wild or nondomestic animal) may be kept on any Lot and no such animals may be kept, bred or maintained for any **prolonged** commercial purpose. Only on Lots, excluding the Additional Land, that are equal to or exceed four (4) acres in area net of all street easements and rights-of-way and only to the extent used by an Owner to obtain and/or maintain an agricultural use exemption for ad valorem tax valuation purposes on such Lot, no more than one cow or bull of typical livestock for each two acres of such Lot, not to exceed an aggregate total of six head of such livestock, may also be kept and/or raised on the Adjoining Property. To enable the Owner of the Adjoining Property to obtain and/or maintain an agricultural use exemption for ad valorem tax valuation purposes on the Adjoining Property, not to exceed an aggregate total of six head of such livestock, may also be kept and/or raised on the Adjoining Property

**Any exception to this SECTION THREE, subsection C must meet the following condition(s):**

- 1. **Approval by the Committee or a minimum of two-thirds approval from Association.**
- D No noxious or offensive act or activity shall be allowed upon any of the Property, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood

- E No sign shall be erected or maintained on any of the Property except for (a) a uniform standardized sign conforming to the requirements set forth below, which sign will be provided by or on behalf of the affected Lot Owner, at the such Lot Owner's expense, which identifies "Chateau Du Lac", the builder or general contractor actually engaged in the construction of improvements of the Living Unit on the affected Lot and his/her/its phone number, but only for the period of time after actual commencement of construction and expiring on substantial completion, not to exceed ninety (90) days, which identifies the builder and complies with the sign size and requirements permitted by the Committee and, and (b) a standardized sign of the listing realtor actually engaged in the sale of the affected Lot, but only for the period of time during which a licensed real estate broker is actively marketing the affected Lot for sale, not to exceed ninety (90) days. Any such sign must comply with all applicable ordinances of the Town of Flower Mound and shall not exceed the maximum sign size and requirements permitted by the applicable ordinances of the Town of Flower Mound, provided, however, that such builder/construction sign shall conform to the requirements of Exhibit "C" attached hereto and incorporated herein and shall be: (1) octagonal in shape, with a distance of 24 inches between sides, (2) approximately 1.5 inches thick, (3) made of HDV foam or other material approved by the Committee, (4) obtained from FAS Signs, 2315 East Southlake Boulevard, Suite 102, Southlake, Texas 76092, tel no. (817) 329 5544, or, if FAS Signs is no longer able to supply such signs, another source approved by the Committee, and (5) fabricated with Pantone colors 468C (cream color) and 4635C (chocolate brown color) in such combination as approved by the Committee. Signs indicating the property is "for sale" are not permitted, but private sales information on specific Lots will be made available to the public (if requested by the Owner) at the Property entrance or in such other manner applied uniformly to all Lots as may be approved by the Committee. In the event that any builder/construction sign is erected on any Lot in violation of this SECTION THREE, paragraph E, the Declarant and/or the Association and their respective representatives shall have the right and easement to enter on such Lot and remove such sign at the expense and cost of the affected Lot Owner, without any obligation of any kind to compensate the builder, contractor or Owner for the loss of or damage to such removed sign.
- F. A Lot or any portion of any of the Property that is exposed to the public view must be maintained by the property Owner in a neat and orderly fashion. In the event this restriction is not complied with, the Association has the right enter on such Lot or portion of the Property and to cause such maintenance to be done at the expense of the affected Property owner.
- G No portion of the Property shall be used or maintained as a landfill or other place for the dumping or storage of rubbish, grass clippings, garbage, cut brush, tree limbs (whether cut or fallen), chipped or mulched tree material, logs, firewood, stone, brick, construction material or trash (collectively, "Waste") Waste on any Lot shall be kept in closed sanitary containers. Firewood shall be stored inside of garages or accessory buildings or out of the public view. All containers for the storage or disposal of such materials shall be kept inside the living unit or connected garage, except on the scheduled trash pickup days. The Declarant and/or the Association shall have the right and easement to enter on any Lot, after fifteen (15) days written notice to the Lot Owner, and remove any Waste from any Lot at the expense and cost of the affected Owner, and to use and/or dispose of any removed materials without any obligation of any kind to return the Waste or to compensate the builder, contractor or Owner for the use of, loss of or damage to such removed material.
- H No oil or gas drilling, oil or gas development operations, oil, gas or other refining, quarrying or mining operations of any kind shall be permitted upon or in any portion of the Property, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon the surface of any portion of the Property; provided, however that slant or subsurface oil and gas drilling and operations shall be permitted if all of the drilling and development operations are located on property other than the Property and the portion of the shaft (and associated drilling and production operations) in and under the Property does not materially and adversely affect or injure the surface of the Property or any portion of it. No derrick or other similar structure shall be erected, maintained or permitted upon the surface of any portion of the Property.
- I No trailer, motor home, camper (including vehicle-mounted campers, whether chassis or slide-in), tent, recreational vehicles, four-wheeler, jet ski, motorcycle, off road vehicle, hunting vehicle, so called "monster" truck, trucks with oversized wheels or tires, boat or truck (except pickup trucks not exceeding the one ton classification) ("Unauthorized vehicles") shall be parked, placed, erected, maintained or constructed on any portion of the Property or street for any purpose within the Property and streets adjacent thereto.

However, Unauthorized Vehicles, other than recreational vehicles, which can be stored outside the public view or completely within attached garages or enclosures acceptable to the Committee and are not used for living purposes will not be in violation of these restrictions. Recreational vehicles must be stored in garages or accessory buildings approved by the Committee and kept with the doors of such garage or other accessory building closed at all times except when the recreational vehicle is being moved in or out of the structure. All other vehicles belonging to occupants must be parked overnight in occupants' driveway or in the above mentioned garage or other enclosure. In no case may the occupants' vehicles be parked overnight on the streets of the Property or within the improved yard of the occupant. No repair work, dismantling or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any portion of the Property except inside a closed garage.

- J Specifically exempted from the provisions of this Declaration are activities by the Declarant, carried out in the regular pursuit of construction, maintenance and sales within the Property which exemption shall end when all development activity including sales by or on behalf of Declarant on the Property are completed.
- K. No vehicle of any size which transports inflammatory or explosive or hazardous cargo may be parked or kept on any portion of the Property at any time.
- L Each Owner shall plant, install, mow, water and maintain (to the condition established by SECTION NINE, Paragraph II below and any additional guidelines adopted by the Board of the Association in its reasonable discretion) the landscaping and vegetation on his/her portion of the Property, **including any easements and/or right-of-ways adjacent to said portion of the Property**, in such a manner as to control weeds, grass and/or other unsightly growth to a standard that comports with a first class, luxury residential area at all times (as determined by the guidelines adopted by the Declarant or Association in its reasonable discretion). If after ten (10) days prior written notice such Owner shall fail, in accordance with such guidelines, to, (i) control weeds, grass and/or other unsightly growth, (ii) remove trash, rubble, equipment, building or construction debris, or (iii) exercise reasonable care or conduct to prevent or remedy an unclean, untidy or unsightly condition, then the Declarant and/or Association shall have the easement, authority and right to go onto said portion of the Property for the purpose of mowing and cleaning said portion of the Property to meet such guidelines and shall have the authority and right to assess and collect from such Owner the reasonable costs and expense incurred for mowing and cleaning said portion of the Property on each respective occasion of such mowing or cleaning. Such assessments for such costs and expenses, together with such interest thereon, reasonably incurred legal fees and costs of collection thereof, shall be a charge on the land and shall be continuing a lien upon each portion of the Property against which each assessment is made. Each such assessment, together with such interest thereon, reasonably incurred legal fees and costs of collection thereof, shall be the continuing personal obligation of the person whom was the Owner of such portion of the Property at the time when the assessment occurred. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage or any renewals or extensions thereof existing prior to the assessment date. The landscape easement or Common Area on Lot 1, Block A and Lot 6, Block A of Phase I is exempt from the landscape and maintenance requirements of this Declaration, but shall be landscaped and maintained by the Declarant until conveyance of the Common Areas to the Association, and subsequently the Association in a manner determined by the Declarant and Association to be compatible with the Property. The community of the Property is intended by the Declarant, planners and residents to embody the finest standards in single-family detached housing and landscaping, with the intent to produce a refined and elegant landscape setting for the Property houses.
- M Each Lot on which a residential Living Unit has been constructed shall have, and the Owner of each such Lot shall operate and maintain, an underground water sprinkler system or other providing sufficient water or other means to preserve and maintain (to the standards described in SECTION TWO, subsection L above) the landscaping to the yard areas exposed to the public view. Said sprinkler or other system shall be installed and completed within thirty (30) days after the main Living Unit has been completed. Landscaping of each such Lot shall be completed within thirty (30) days after the date on which the main Living Unit has been completed, with such landscaping meeting the requirements of this Declaration. The Owner of each such Lot shall exercise all reasonable efforts to keep, preserve and maintain the landscaping in a healthy and attractive condition to the standards specified in this Declaration.
- N. Omitted intentionally

- O Each Owner of any Lot or Living Unit within the Property shall use and maintain his/her portion of the Property in accordance with the applicable ordinances with the applicable ordinances and regulations of the Town of Flower Mound and shall construct and maintain all improvements thereon in accordance with the applicable ordinances and regulations of the Town of Flower Mound.
- P No fence, wall, hedge, shrub, planting or other obstruction to view in excess of two feet (2) in height shall be placed or permitted to exist on any corner Lot within the triangular area formed by the street right-of-way lines and a line connecting them at a point twenty-five feet (25') from the intersection of the right-of-way lines, or in the case of a rounded property corner, from the intersection of the right-of-way lines. The same sight line limitations shall apply on any Lot within ten feet (10') from the intersection of a street right-of-way line to the edge of a driveway pavement edge or alley right-of-way line to the edge of a driveway pavement edge or alley right-of-way line. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- Q Fishing by Owners and their guests may be permitted on the lake(s), if any, within the Common Areas of the Property by Declarant but such activity shall be restricted pursuant the rules and regulations adopted and amended from time to time by Declarant. Among other rules and regulations, Developer may adopt a "catch and release" fishing requirement.
- R To the maximum extent permitted by law, each Living Unit may be occupied by only one Family, together with any housekeeping and/or caretaking employees. For the purposes of this subsection R, the term "Family" means consisting of persons related by blood, adoption or marriage and no more than two unrelated persons living together as a single housekeeping unit.

#### SECTION FOUR: RESTRICTIONS ON STRUCTURES

In addition to the requirements imposed by any county or municipal corporation having jurisdiction over the Common Area Lots and the Property existing at the time of creation of this Declaration are and shall be are impressed with the following reservations, restrictions, covenants, conditions, easements and liens for the purpose of carrying out a general plan of development and maintenance of the portion of the Property, which shall apply to structures, improvements and personal property in the portion of the Property:

- A All Living Units shall be constructed to front on the street on which the Lot fronts unless the Lot in question fronts on two streets, in which case, on the approval of the Committee, the Living Unit constructed on such Lot shall front on either of the two streets or partially on both.
- B All set-back lines set forth on the recorded plat of the portion of the Property shall be strictly observed. In no event shall any structure other than fencing be constructed nearer than twenty feet (20') to any side or rear property line on Lots less than two (2) acres in area or nearer than forty feet (40') to any side or rear property line on Lots greater than two (2) acres in area without the express written approval of the Committee.
- C No fence or wall shall be placed on any portion of the Property with a greater height than eight feet (8'), unless otherwise approved by the Committee. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grown, so as to encroach upon adjacent Lot, such encroachment shall be removed upon request of an Owner or at the request of the Committee.
- D The garage door of or for any house or Living Unit within the Property must face to the rear or side of the house or as approved by the Committee. Each Living Unit must contain at least a minimum three-car garage, unless otherwise approved by the Committee. Garages shall be connected directly or by breezeway to the main Living Unit, unless otherwise approved by the Committee, and all garage doors shall be maintained in a closed position when not in use. No garage, or any portion thereof which was originally constructed for the parking or storage of automobiles, shall ever be remodeled, changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles, unless otherwise approved by the Committee. The driveway serving the garage shall be paved with concrete or other material approved by the Committee.

- E No Sporting equipment, recreation equipment, exercise equipment, play equipment, or other outdoor recreational items within the Property shall be exposed to the public view, with the exception of a maximum of one (1) basketball goal and pole installed and maintained in compliance with SECTION NINE below. No kennels, dog runs and similar facilities for keeping or housing dogs or other permitted small animals, if otherwise permitted by this Declaration, shall not be exposed to the public view. The Committee may prohibit the placement of recreational equipment such as basketball goals in front or side yards where, in the determination of the Committee, such location interferes with the architectural harmony of the Living Units on such Lot or adjoining Lots.
- F With the exception of the general contractor's construction trailer discussed below, no shop, trailer or residence of a temporary character shall be permitted (except as otherwise expressly reserved as a right by the Declarant) within the Property. A general contractor doing construction work on the Living Unit and associated improvements on a Lot may place a construction trailer on the affected Lot, but only during the period of time from actual commencement of construction to substantial completion. No building material of any kind shall be stored upon any portion of the Property within the public view until the Owner actually commences construction of improvements. No building material of any kind shall be stored upon any portion of the Property until the Owner has actually commenced construction of improvements.
- G. All Living Unit and other permitted structures within the Property shall be completed within eighteen (18) months from date of commencement of construction, unless such time is otherwise expressly extended by the Committee. After commencement of construction, the construction shall be prosecuted diligently to completion and any work stoppage for any period of thirty (30) days shall be a violation of this Declaration and shall subject the Owner to a fine. No structure shall be occupied within the Property unless and until the premises are connected in a proper way to an individual package septic or aerobic sewer unit in compliance with the sewer ordinances on the Town of Flower Mound. When sanitary sewer lines become available to the Property, all accessible Lots will be required to connect in compliance with the ordinances of the Town of Flower Mound. In the event that work on any improvement is abandoned, the Declarant and the Association shall have the easement and the right to enter upon the Lot and remove the partially completed improvement thirty (30) days after written notice of its intent to remove is given to the Owner. The Declarant and Association shall have the authority and right to assess and collect from such Owner, in addition to any applicable fine(s), its reasonable costs and expenses incurred in removing the affected portion of the improvements from such Lot. The assessments together with such interest thereon, reasonably incurred legal fees and costs of collection thereof, shall be a charge on the land and shall be continuing a lien upon each portion of the Lot against which each assessment is made. Each such assessment, together with such interest thereon, reasonably incurred legal fees and costs of collection thereof shall be the continuing personal obligation of the person whom was the Owner of such Lot at the time when the assessment occurred. The lien securing any such assessment in this subsection G shall be superior to all other liens, including lien of any mortgage or any renewals or extensions thereof existing prior to the assessment date, but shall be subordinate to any mortgage lien in existence on the date this provision was added to the Declaration.
- H No building or other permanent structure shall be erected or maintained within areas designated on any recorded plans on any portion of the Property as utility and drainage or other public easements except as may be approved the Committee.
- I No residential dwelling structure or Living Unit shall be erected within the Property containing less than the minimum number of square feet of principal living area set forth below:

<u>PROPERTY</u>	<u>MINIMUM SQUARE FEET</u>
Phase I	4,500 Sq Feet
Phase II	6,000 Sq Feet

The term "principal living area", as that term is used herein, shall mean the floor area of the residential air conditioned portion of the Living Unit or other residential structure which is intended for dwelling only, and does not include the floor area of any outbuildings, porches, garages, carports, basements or attics. The "principal living area" of the Living Unit does not include the floor area of any quarters for household employees or detached guest quarters, to the extent that such quarters are permitted by this Declaration.



- J Unless otherwise permitted by the Committee, the exposed exterior wall area of the Living Unit, any permitted detached structure, exclusive of doors, windows and gables, shall contain not less eighty-five percent (85%) masonry and all colors and textures of all exterior surfaces thereof shall be approved by the Committee. "Masonry" means materials shall be of a quality and appearance equal to/or superior to standard clay or shale, common brick, color pigment Portland cement brick, quarried stone or stucco or similar material, or other material as may be expressly approved by the Committee. The exterior wall area of all other structures within the Property shall be of materials, color and composition determined by the Committee to be in harmony with the aesthetic character of the other structures on the Lot and surrounding Lots. Any change in this requirement shall be at the exclusive discretion of the Committee. Any storage or detached buildings constructed on any portion of any Lot shall meet the same requirements which the Main Living Unit on such Lot is required to meet, and shall be constructed of the same materials, color and proportion of materials as the main Living Unit on the affected Lot, unless otherwise expressly approved by the Declarant.
- K No single family Living Unit within the Property shall be more than three (3) floors in height. No more than one Living Unit shall be built on any Lot within the Property; however, a Living Unit may contain attached quarters for guests, housekeeping employees and/or caretaking employees.
- L No tent, trailer, mobile or modular home, or any other temporary dwelling structure shall be erected or maintained on any portion of the Property or be used for living purposes, nor shall any garage be used for living purposes.
- M Fences shall be constructed of brick, rock, and/or wrought iron unless other types of materials are expressly approved by the Committee, prior to installation. No fence shall be constructed or modified until the plans and specifications for same have been approved by the Committee in accordance with the procedures set forth under the terms and conditions of SECTIONS FIVE and NINE hereinafter set forth.
- N All roofing material shall be constructed of slate, tile, cementitious roofing product such as "Hardishake" or equal, synthetic or cultured slate, tile or such other materials as may be approved at the discretion of the Committee pursuant to SECTION NINE below. All roof structures shall be of a pitch and design which comports with the architectural integrity and style considerations associated with the style of architecture of the house in accordance with SECTION NINE below and as otherwise approved by the Committee pursuant to SECTION NINE below. Unless approved by the Committee, no pitch shall be less than a 6 to 12 ratio.
- O Exterior mailboxes in compliance with the requirements of SECTION NINE below shall be constructed at the time of completion of the main Living Unit, unless otherwise approved by the Committee.
- P No storage or detached buildings shall be constructed on any portion of the Property, unless otherwise expressly approved by the Committee. Specific guidelines are addressed in SECTION NINE below.
- Q Each Lot on which a residential Living Unit is constructed shall have, and the Owner of each such Lot shall operate and maintain, an underground water sprinkler system providing sufficient water to preserve and maintain the landscaping to the front yard and all rear yard areas exposed to the public view fronting on any street and all side yard areas, to the extent such areas are situated outside of fences, walls or hedges. Said sprinkler system shall be installed and completed within thirty (30) days after the main Living Unit has been completed. Landscaping of each such Lot shall be completed prior to the first to occur of: (1) occupancy of the Living Unit, or (2) thirty (30) days after the date on which the main Living Unit has been completed, with such landscaping meeting the requirements of this Declaration. The Owner of each such Lot shall exercise all reasonable efforts to keep, preserve and maintain the landscaping in a healthy and attractive condition. Any exceptions to this SECTION FOUR, Paragraph Q must receive prior approval by the Committee.
- R No radio or television towers or antennas shall be constructed or installed within the Property or the exterior of the Living Unit or any structure within the Property. All such antennas shall be placed in the attics of a Living Unit. Satellite dishes larger than 24" in diameter are permitted, but shall be fenced and/or screened so as not to be exposed to public view, and, unless otherwise approved by the Committee, must be located in the rear of such Lot. Satellite dishes smaller than 24" in diameter are permitted in reasonably

discreet locations other than the rear of such Lot, unless otherwise determined by the Committee, and need not be screened or fenced from the public view

- S No permanent outdoor overhead wire or service drop for the distribution of electric or for telecommunication purposes, nor, any pole, tower or other structure, supporting said outdoor overhead wires shall be erected, placed or maintained within the Property, and only underground electric, gas, telephone, cable television or other public utility facilities shall be permitted within the Property. An underground electric service lateral is required for each single family Living Unit within the Property.

#### SECTION FIVE: ARCHITECTURAL CONTROL COMMITTEE

- A Until all of the Lots within the Property (excluding the Common Areas) have been sold and conveyed by the Declarant, all of the members of Committee shall be appointed by and shall serve at the pleasure of the Declarant. The Committee shall initially be comprised three members only, and the current members are Corey Van Trease, Tom Prichett and/or Gary Hazlewood. The Committee may designate one or more representatives to act for it. In the event of the death, incapacity, removal or resignation of any member appointed by Declarant, Declarant shall have full authority to appoint or designate a successor(s) Committee member(s), as Declarant may elect. Until all of the Lots within the Property (excluding the Common Areas) have been sold and conveyed by the Declarant, Declarant shall have full authority to remove and replace any Committee member for any reason at any time and from time to time, without any prior notice. After all of the Lots within the Property (excluding the Common Areas) have been sold and conveyed by the Declarant, the Committee shall be constituted and composed of members selected and determined by the Association in accordance with the Association Bylaws. After sixty-six and 2/3 percent (66.6667%) of the Lots in the Property (excluding Common Areas) have been sold and conveyed by the Declarant, the Declarant, at the sole election of Declarant, may by written letter to the Association so stating, turn over the control and operation of the Committee to the Association, to be constituted and appointed in accordance with the Bylaws of the Association. The address for notice purposes of the Committee may be established and changed upon written notice on behalf of the Committee to the Association. The initial address of the Committee for plan submittal is set forth in SECTION NINE, article III, subsection III a 8. below
- B No work of any kind regarding the construction or installation of any Living Unit or structure or any exterior additions or alterations to any building or structure situated upon any Lot or the Adjoining Property, nor any construction of any kind whatsoever, nor erection of or changes or additions in fences, hedges, walls and other structures shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, height, materials and locations of the same shall have been submitted to and approved in writing as to harmony of external design, appearance, consistency with Declarant's plan for development and location in relation to surrounding structures and topography by the Committee, in its sole and exclusive election. In the event said Owner, or its designated representative(s) should fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, then approval will not be required and this SECTION FIVE will be deemed to have been fully complied with. Neither the member(s) of the Committee nor its designated representative(s) shall be entitled to compensation for services rendered. Duplicate plans for the erection of any structure on any portion of the Property must be prepared by a registered Architect or recognized professional designer and shall be submitted to the Committee for approval, one of which will be retained in the permanent files of Declarant, until the duties of the Committee have been transferred to the Association, at which time the Association shall retain permanent file copies of subsequent approval documents. All plans to be submitted to the Committee shall include, as a minimum, the following

A foundation plan, approved and sealed by registered Engineer, indicating a cross section of the beams, etc., with reinforced steel indicated,  
A floor plan showing the total square footage of living area,  
The exterior elevation showing the front, rear and the side elevations of all structures, complete with all ornamental and decorative details,  
The specifications indicating type, grade and color, where applicable, of all exterior materials must be shown, and,  
A plot plan showing the location of improvements, sidewalks, patios, driveways, fences, pool, sport or tennis court and retaining walls. Lot drainage provisions are to be indicated cut and fill details, if any appreciable changes in the Lot contours are contemplated.

In addition, a landscaping plan shall be submitted to the Committee for approval prior to the issuance of a certificate of occupancy by the Town of Flower Mound. **No work may be commenced on any approved improvements unless and until a copy of the building permit from the Town of Flower Mound has been filed with the Committee.**

- C. The Committee's approval or disapproval as required herein shall be in writing
- D. All improvements to any portion of the Property as approved by the Committee shall be constructed in strict compliance with plans and specifications so approved
- E. Construction of all Living Units and other structures permitted under this Declaration shall be commenced within thirty-six (36) months from the purchase date of such Lot or portion of the Property, unless extended by the Declarant. In the event construction has not commenced in accordance with this condition, Declarant and/or his/her assigns have the option to repurchase said Lot or portion of the Property at the original purchase price as indicated on the original closing statement. In the event of transfer of ownership within this thirty-six (36) month period of time, the purchasing party must commence construction within original time frame or receive written extension from Committee or Association.
- F. No house or other structure on any portion of the Property shall be occupied as a Living Unit it is completed in accordance with the provisions of this Declaration and the requirements of the Town of Flower Mound, Denton County, Texas
- G. The entrance to the Property will be restricted and will have security and access controls as determined by the Committee. The general contractors, subcontractors, material suppliers and laborers entering the Property for construction therein will be required to obtain access stickers or other access identification issued by the Committee, as a prerequisite for entrance

#### **SECTION SIX: AMENDMENT OF RESTRICTIONS**

- A. Until Declarant shall have conveyed by deed all of the Lots in the Property, Declarant, his/her respective legal representatives, heirs, successors and assigns shall have the right and authority to modify or amend in writing any of the reservations, restrictions and/or covenants set forth in this Declaration at any time upon the filing of such amendment in the Real Property Records of Denton County, Texas, without prior notice to or consent of any Owner, person or entity
- B. After all lots in the Property have been conveyed by the Declarant, any modification or amendment of the restrictions shall require the written approval of the Owners of record of at least seventy-five percent (75%) of all lots in the Property
- C. Notwithstanding SECTION SIX, subsection A and B above, no amendment or modification of these reservations, restrictions and/or covenants shall be effective without written consent signed by the chief executive employee of the Town of Flower Mound
- D. Notwithstanding anything to the contrary contained in this Declaration, no amendment or modification of these reservations, restrictions and/or covenants which purports to accomplish any of the following shall be effective without written consent of the owner of each lot comprising the Adjoining Property.
  - 1. Annex any portion of the Adjoining Property, except as expressly provided in SECTION TWO, subsection C above in this Declaration,
  - 2. Except to the extent expressly provided for upon annexation pursuant to SECTION TWO above, impose on any owner of any portion of the Adjoining Property or on such Adjoining Property itself the obligation to pay regular or special assessments, or fees for the use of the Common Areas,
  - 3. Amend or change the application or requirements of SECTION TWELVE below in this Declaration,

4. Amend or change the change the application or requirements of this SECTION SIX, subsection D; and/or

5. Amend or change the application or requirements of any reservations, restrictions, covenants, conditions, easements and liens in this Declaration with respect to the Adjoining Property and/or any owner of any portion of the Adjoining Property which is either (1) not equally applicable to all Lots and Owners, or (2) is otherwise contrary to items 1, 2, 3 and/or 4 above in this subsection D

#### SECTION SEVEN: GENERAL PROVISIONS

**Section 1: Reserved Rights of Declarant** Notwithstanding any other provision hereof, Declarant reserves the right (upon application and request of the Owner of any Lot of any portion of the Property), after obtaining the written consent of the chief executive employee of the Town of Flower Mound, to waive, vary or amend (by an appropriate letter to that effect addressed and delivered to such applicant by Declarant) the application of any of these covenants and restrictions to such portion of the Property if, in the sole discretion of the Declarant, such action be necessary to relieve hardship or permit good architectural planning to be effected. Declarant also reserves the right.

To re-divide and re-plot any lot on the Plat of any portion of the Property now or hereafter recorded at any time owned by the Declarant without any notice or consent of any other Owner or the owner of the Adjoining Property.

**Section 2 Sales Office/Model Home** Declarant may designate the location of a Sales Office, which at the discretion of Declarant may be a model home an addition to the existing entry structure, for use in offering Lots for sale, and for all purposes incident thereto. Said use is intended as temporary, and shall cease at such time as ninety percent (90%) of the Lots in have been sold and living units constructed thereon, or on December 31, 2009, whichever is the later

**Section 3: Invalidation and Severability** The invalidation by any Court of any reservation, condition, easement, covenant or restriction herein or in any contract or deed contained shall not impair the full force and effect of any other reservation, covenant or restriction

**Section 4 Other Committees** Declarant may appoint a committee of one or more persons to exercise any or all of the discretionary rights and powers reserved herein to Declarant

**Section 5: Assignment** Declarant may delegate or assign, temporarily or permanently, in whole or in part, to any person or corporation any or all rights, powers, reservations, easements and privileges herein reserved by and to Declarant and any such delegee assignee shall have the same right to so assign

**Section 6: Enforcement** Enforcement of these restrictions, covenants and conditions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any of such restrictions, covenants and conditions, either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants, and failure by the Association, if any, or any Owner to enforce any restriction, covenant or condition herein contained shall in no event be deemed a waiver of the right to do so thereafter. Fines shall be assessed by the Declarant and/or Association for each enforcement action necessitated to correct any violation after notice thereof fails to result in its correction or cure. The fines are in addition to the assessment of any enforcement costs, correction expenses and fees incurred by the Declarant or Association, cost, attorney's fees and collection expenses. The following minimum fines are established for the following violations

<u>VIOLATION</u>	<u>MIN. FINE FOR EACH VIOLATION</u>
Failure to install or maintain required silt fence	\$250.00
Failure to comply with the applicable requirements regarding any structure	\$250.00
Failure to maintain landscaping or to mow as required	\$250.00
Failure to remove Waste	\$250.00
Failure to complete or continue work on construction of Living Unit after commencement as required by SECTION FOUR, subsection G	\$1,000.00 per month, prorated

Failure to complete the landscaping per SECTION FOUR, subsection Q

\$1,000 00 per month  
Prorated

VIOLATION

MIN FINE  
FOR EACH  
VIOLATION

Commencement of construction of any improvement without approval of the  
Committee or after the date required by SECTION FOUR, subsection E  
Occupancy of any house or structure in violation of SECTION FOUR, subsection F  
Sign violations

\$500.00  
\$500 00 per month  
\$10 per day for each  
partial month and \$250  
per month  
\$150 00

All other violations of this Declaration or Rules and Regulations

Section 7 Rules and Regulations The Declarant may adopt certain reasonable rules and regulations, together with sanctions for the violation thereof, to insure maintenance of the character and quality of said Property in harmony with the guidelines set forth in this Declaration. From time to time, the Association, if any, may amend or vary such rules and regulations according to the Bylaws of the Association

Section 8 Term and Renewal This Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time it shall be automatically renewed for successive periods of ten (10) years, unless seventy-five percent (75%) of the votes (of the Owners) outstanding shall have voted to terminate this Declaration and the prior written consent has been obtained from the chief executive employee of the Town of Flower Mound upon the expiration of the initial twenty-five (25) year period or any extension thereof, which termination shall be by written instrument signed by seventy-five percent (75%) of the Owners and counter-signed by a duly authorized representative of the Town of Flower Mound and properly recorded in the Real Property Records of Denton County, Texas. Any amendment must be recorded. The Association may not be dissolved without the prior written consent of the chief executive employee of the Town of Flower Mound

Section 9. Deed References Reference in any deed, mortgage, trust deed or any other recorded document(s) to the easements, conditions, restrictions and covenants herein created or to this Declaration shall be sufficient to create and reserve such easements, conditions, restrictions and covenants against the interests of the respective grantees, mortgagees, or trustees of said parcels as fully and completely as if those easements, conditions, restrictions and covenants were fully related and set forth in their entirety in said documents

By acceptance demonstrated by the recording of a deed conveying any portion of the Property or any ownership interest in any portion of the Property whatsoever, the person to whom such portion of the Property or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration and the Articles of Incorporation and Bylaws, to the maximum extent this Declaration is applicable to such portion of the Property whether or not mention thereof is made in said deed

Section 10: Failure of Association to Perform Duties Should the Association fail to carry out its duties as specified in this Declaration, the Town of Flower Mound or its lawful agents shall have the right and ability, after due notice to the Association, to remove any landscape systems, features or elements that cease to be maintained by the Association, to perform the responsibilities of the Association if the Association fails to do so in compliance with any of the provisions of this Declaration, the agreements, covenants or restrictions of the Association, or of any applicable Town of Flower Mound codes or regulations, to assess the Association for all costs incurred by the Town of Flower Mound in performing said responsibilities if the Association fails to do so, and/or to avail itself of any other enforcement actions available to the Town of Flower Mound pursuant to state law or Town of Flower Mound codes and regulations. Should the Town of Flower Mound exercise its rights as specified above, the Association shall indemnify and hold the Town of Flower Mound harmless from any and all costs, expenses, suits, demands, liabilities or damages, including attorney's fees and costs of suit incurred or resulting from the Town of Flower Mound's removal of any landscape systems, features or elements that cease to be maintained by the Association or from the Town of Flower Mound's performance of the aforementioned operation, maintenance or supervision responsibilities of the Association due to the Association's failure to perform said duties. For the purposes of this Section 10, the Association shall not be deemed to have failed or ceased to perform or maintain any such matter unless and until such failure or cessation shall continue to exist forty-five (45) days after the Town of Flower Mound has given Association written notice thereof

Section 11: Interpretation Declarant's reasonable, good faith interpretation of the meaning and application of the provisions of this Declaration rendered in writing at any time prior to the sale and conveyance by Declarant of one hundred percent of the Lots (excluding Common Areas) shall be binding on all interested parties

Section 12: Notices Any notice required or permitted to be sent or given to Declarant or any Owner under the provisions of this Declaration shall be deemed to have been properly sent and given when mailed postage prepaid to the address of such person's respective portion of the Property or such other address as may be properly designated by such person in notice properly given to the Association and Declarant, respectively, in accordance with this Section, and with respect to Declarant, the address of the Committee, or such other address as may be properly designated by the Declarant in notice properly given to the Association by Declarant. Any notice required or permitted to be sent or given to the Association and Declarant, respectively, under the provisions of this Declaration shall be deemed to have been properly sent and given when mailed postage prepaid to the respective address of the Declarant set forth below and the address of the Association set forth on its articles of incorporation, or such other address as may be properly designated by such entity in notice properly given in accordance with this Section 12

Section 13: Access Easement to Adjoining Property Declarant has granted or will grant by separate instrument an Access Easement (herein so called) in, on, over and across that certain tract or parcel of real property described on Exhibit "B" (which is attached hereto and incorporated herein for all purposes) to the Owner of the Adjoining Property for the purpose of ingress and egress from Point de Vue Drive to the Adjoining Property. The rights of the owner of the Adjoining Property in and to Access Easement, when so granted and conveyed, shall be superior and prior to the rights, title and easements, if any, of the Association and/or all other Owners in and to the real property and Common Area covered by such Access Easement

Section 14: Failure of Owner to Perform Duties Should any Owner ("Defaulting Owner") fail to carry out his/her/its duties as specified in this Declaration, Declarant and/or the Association and/or their respective agents or representatives (collectively, the "Enforcing Party") shall have the license, easement, right and ability, after such notice to the Defaulting Owner as may be expressly required by any provision of this Declaration, if any, or any applicable law or ordinance of the State of Texas or any local government having jurisdiction, if any, to enter upon the Lot and remove, repair, install and/or modify any structures, materials, landscape systems, features or elements that were installed or allowed to exist in violation of this Declaration or any approval/disapproval by the Committee, or were not installed or maintained by the Defaulting Owner in violation of this Declaration; to perform the responsibilities of the Defaulting Owner if the Defaulting Owner fails to do so in violation of any of the provisions of this Declaration, the agreements, covenants or restrictions of the Owners, or of any applicable Town of Flower Mound codes or regulations, to assess the Defaulting Owner for all costs incurred by the Enforcing Party in performing said responsibilities if the Defaulting Owner fails to do so, and/or to avail itself of any other enforcement actions available to the Enforcing Party under this Declaration and/or pursuant to state law or Town of Flower Mound codes and regulations, including but not limited to the assessment of fines to the maximum amounts permitted by applicable law. Without limiting other fines and remedies for any such matter, the Declarant and/or the Association shall have the right and authority to assess and collect from the Defaulting Owner such fines as may be permitted above to the maximum extent permitted by applicable law, together with such reasonable costs and expenses, including without limitation, attorney's fees and costs, incurred by Declarant and/or the Association in performing said responsibilities of the Defaulting Owner. Such assessments for such costs and expenses, together with such interest thereon, reasonably incurred legal fees and costs of collection thereof, shall be a charge on the land and shall be continuing a lien upon each portion of the Property against which each assessment is made. Each such assessment, together with such interest thereon, reasonably incurred legal fees and costs of collection thereof, shall be the continuing personal obligation of the person whom was the Owner of such portion of the Property at the time when the assessment occurred.

## **SECTION EIGHT: HOMEOWNERS ASSOCIATION**

### **Section 1. Membership and Voting Rights in the Association**

#### **(A) Membership**

Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, shall automatically and mandatorily be a member of the Association (provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member), and any person or entity who acquired any such fee or undivided fee interest shall be deemed to have accepted membership and assumed all obligations thereof. Lot Owners shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any

Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

## Section 2 Property Rights in Common Properties

### (A) Member's Easements of Enjoyment

Subject to these terms, conditions and provisions hereof, every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot. In addition, any Member may delegate, in accordance with the Bylaws of the Association, his/her right and easement of enjoyment to members of his/her family, his/her guests, his/her tenants, or contract purchasers who reside on the Lot.

### (B) Title to Common Areas and Declarant's Right to Assessments

Declarant shall retain the legal title or easements to the Common Areas until such time as development construction of the Property has been completed thereon. At any time thereafter, but prior to the first to occur of (i) the expiration of eighteen (18) months after the date of closing and funding of the sale of the first Lot, or the Thirtieth (30th) day after all of the Lots (other than the Common Area Lots) have been sold and conveyed by the Declarant, the Declarant shall convey legal title and easements to the all of the Common Areas to the Association. Until such conveyance of the Common Areas to the Association, the Declarant shall maintain and shall pay for all taxes and maintenance costs associated with the Common Areas. Upon conveyance of the Common Areas to the Association, all duty and obligation to pay for taxes and maintenance and to maintain the Common Areas shall exclusively lie with the Association. Until such conveyance of the Common Areas to the Association, the Declarant shall be entitled to receive and shall receive all income from regular assessments to be applied to maintenance of the Common Areas and other expenses incurred to provide privileges and benefits to the Owners and Association.

### (C) Decorative Fencing

In addition to the other Common Areas defined herein, the Common Areas shall include decorative fencing around the perimeter of the Property and around the Common Areas. The design and materials of construction and/or repair of the said decorative fence shall be approved by the Committee. After the development construction of the Property has been completed, the ownership, repair and maintenance of the decorative fence shall vest solely in the Association.

## Section 3 Covenant for Maintenance Assessments

### A Creation of the Lien and Personal Obligation of Assessments

Declarant, for each Lot or Living unit owned by him within the Property, hereby covenants, and each Owner of any Lot or Living Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Declarant and, after legal title of the Common Areas and the obligation regarding same have been transferred to the Association as provided hereinbelow, the Association (1) annual assessments of charges, and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. Such annual and special assessments, together with such interest thereon, reasonable attorney's fees and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, and reasonable attorneys' fees, shall also be the personal obligation of the person or entity who/which was the Owner of such Lot at the time when the assessment fell due. Separate annual or special assessments shall be made upon each Lot. The assessments shall be paid and delivered to the Declarant until the legal title and maintenance obligations regarding the Common Areas have been transferred from the Declarant to the Association in accordance with the other express provisions of this Declaration.

### B Purpose of Assessments

The assessments levied in accordance with this Declaration shall be used, exclusively for: (i) services and benefits common or available to all of the Owners, (ii) the purpose of promoting the convenience, recreation, health, safety and welfare of the residents in the Property, and, in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the maintenance, repair, use and enjoyment of the Common Areas and of the Living Units situated upon or appurtenant to the Property, including, but not limited to, the payment of security services, concierge

services, insurance, landscaping, irrigation, utilities, repairs and/or replacements and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. Until the Declarant conveys the Common Areas to the Association, the assessments shall be paid and delivered to the Declarant for such purposes.

C. **Basis and Maximum of Annual Assessments**

The obligation to pay annual assessments shall commence with the sale and conveyance of the first Owner by the Declarant. Thereafter, annual assessments for each Lot shall be due and payable on the first day of the month, and the annual assessment for the Owner of each Lot shall be determined at the applicable annual rate. Initially annual assessments shall be Three Thousand Five Hundred Dollars and No 1/100th (\$3,500.00) per Lot. Subsequent annual assessments shall be due and payable on the same day of the same month each year thereafter in the same amount until January 1, of the following year when the amount of the annual assessment may change and shall be the amount determined by action of the Board of the Association. Annual dues in the amount of the applicable annual assessment per Lot shall be assessed and collected at respective closings prior to 1 January, each year, payable to the Declarant or Association at closing, as determined by the requirements of this Declaration. Any Lots closed after 1 January, each year shall have a prorated annual assessment to be collected at closing of respective Lot(s) and paid to the Declarant or Association as determined by the requirements of this Declaration.

The Board of Directors of the Association, may, after consideration of current maintenance costs and future needs of the Association, fix (increase or decrease) the amount of the annual assessment.

D. **Special Assessments for Capital Improvements**

In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, or other unusual obligatory expense of the Association provided that any such assessment shall have the approval of sixty-six and two-thirds percent (66 666%) of the Members voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all Members not less than thirty (30) days or more than sixty (60) days in advance setting forth the purpose of the meeting, provided, however, that such notice and 66 666% vote shall not be required or applicable in the event such assessment is required to defray the cost of any obligatory duty or responsibility of the Association to the Town of Flower Mound of Flower Mound set forth in this Declaration.

E. **Change in Basis and Maximum of Annual Assessments**

From and after January 1 of the year immediately following the commencement of annual assessments, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the month of July in the preceding calendar year.

From and after January 1 of the year immediately following the commencement of assessments, the maximum annual assessment may be increased above the applicable rise established by the Consumer Price Index formula by a vote of the Members, provided that any such change shall have the approval of 66 666% of the Members voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall have been sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

The limitations of this Paragraph "E" shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Bylaws and under the provisions of this Declaration or which is required in order for the Association to meet its obligations to the Town of Flower Mound of Flower Mound under the express terms of this Declaration.

F. **Quorum for any Action under Paragraph "D" and "E"**

The Quorum for any action authorized by Paragraph "D" and "E" shall be as follows.



1 At the first meeting called as provided in Paragraph "D" and "E" hereof, the presence at the meeting of Members or of proxies entitled to cast fifty-one percent (51%) of all the votes of the membership shall constitute a quorum

2 If the required Quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth in Paragraphs "D" and "E" and the required quorum at any such subsequent meeting shall be one-half (½) of the required Quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting

**G Due Date of Assessments**

The annual assessments provided for herein shall become due and payable on the 1st day of January after the commencement date hereinabove set out and the due date of any special assessment shall be fixed in the resolution authorizing such assessment

The Board of Directors may, at its option, change the annual assessments to a annual or monthly assessment and determine the due date thereof

**H Duties of the Board of Directors**

The Board of Directors of the Association shall, upon the commencement date herein provided, prepare a roster of the Property and assessments applicable thereto which shall be kept in the office of the Association, and shall be open to inspection by any Owner. Written notice of the initial assessment and of any subsequent changes therein shall be forthwith sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. A reasonable charge may be made by the Board for the issuance of such certificate and such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid

**I Effect of Nonpayment of Assessment: Personal Obligations of Owner, Lien, Remedies of Association** If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, forthwith become a continuing lien on the subject Lot, which shall bind such property in the hands of the then Owner, his/her heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his/her personal obligation for the statutory period and shall not pass to his/her/its successors in title unless expressly assumed by them

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of the lesser of (i) eighteen percent (18%) per annum, or (ii) the Maximum Lawful Rate (defined below) and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the petition in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, and a reasonable attorney's fee to be fixed by the Court, together with costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-usage of the Common Areas or abandonment of his/her property

Notwithstanding anything to the contrary herein, the interest charged, collected, contracted and/or received under this Declaration shall not exceed the Maximum Lawful Amount. The term "Maximum Lawful Rate" means the maximum rate of interest and the term "Maximum Lawful Amount" means the maximum amount of interest that are permissible under applicable state or federal law for the type of debt created by this Declaration. If Article 1.04 of the Texas Credit Code is applicable to such debt, and applicable state or federal law does not permit a higher interest rate, the "Indicated (Weekly) Ceiling" (as defined as Article 1.04(a)(1) of the Texas Credit Code) shall be the Interest Rate Ceiling applicable to this Note and shall be the basis for determining the Maximum Lawful Rate in effect from time to time during the term of such debt. If applicable state or federal law allows a higher interest rate or federal law preempts the state law limiting the rate of interest, then the foregoing Interest Rate Ceiling shall not be applicable to such debt. If the Maximum Lawful Rate is increased by statute or other governmental action subsequent to the date of this Declaration, then the new Maximum Lawful Rate shall be applicable to this Declaration from the effective date thereof, unless otherwise prohibited by applicable law. Because of the possibility of irregular

periodic balances of principal, premature payment, and the fluctuating nature of such debt, the total interest that will accrue under this Declaration cannot be determined in advance. The Association does not intend to contract for, charge or receive more than the Maximum Lawful Rate or Maximum Lawful Amount, and to prevent such an occurrence, all amounts of interest, whenever contracted for, charged or received by the Association with respect to the loan of money evidenced by such debt, shall be spread, prorated or allocated over the full period of time such debt is unpaid, including the period of any voluntary forbearance period. The total amount of interest contracted for, charged or received to the time of any demand shall be spread, prorated or allocated along with any interest thereafter accruing over the full period of time that such debt thereafter remains unpaid for the purpose of determining if such interest exceeds the Maximum Lawful Amount. The Association shall compute the total amount of interest that has been contracted for, charged or received by Association or payable by Borrower under such debt and compare such amount to the Maximum Lawful Amount that could have been contracted for, charged or received by the Association. If such computation reflects that the total amount of interest that has been contracted for, charged or received by the Association or payable by such Owner exceeds the Maximum Lawful Amount, then the Association shall apply such excess to the reduction of the principal balance and not to the payment of interest, or if such excess interest exceeds the unpaid principal balance, such excess shall be refunded to such Owner. This provision concerning the crediting or refund of excess interest shall control and take precedence over all other agreements between such Owner and the Association so that under no circumstances shall the total interest contracted for, charged or received by the Association exceed the Maximum Lawful Amount.

**J Subordination of the lien to mortgages**

The lien of the assessments provided herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Property and any of the Lots subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

**K Exemption from Assessments**

The following property subject to this Declaration shall be exempt from the assessments, charges and lien created herein.

- 1 All properties to the extent of any easement or any other interest therein dedicated and accepted by the local public authority and devoted to public use.
2. All Common Areas as defined above
- 3 All properties exempted from taxation by the laws of the State of Texas, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

The Declarant shall have no obligation to pay assessments or charges attributable to any Lot which has not been sold by Declarant, provided, however, commencing on the date Declarant has conveyed the Common Areas to the Association pursuant to SECTION EIGHT, Section 2 (B) above, the Declarant shall have the obligation to pay assessments and charges on the number of Lots not then sold and still then owned by Declarant which is in excess of one-half ( $\frac{1}{2}$ ) of the total number of Lots.

**L Required Reserves**

The Association shall establish and maintain an adequate reserve fund to ensure the continuous and perpetual use, operation, maintenance and/or supervision of all Common Areas and other facilities, structures, improvements, systems, areas or grounds that are the Association's responsibility.

**SECTION NINE: ARCHITECTURE, LANDSCAPE, AND SITE PLAN GUIDELINES  
AND ARCHITECTURAL REVIEW PROCEDURES**

**I. ARCHITECTURE AND LANDSCAPE STANDARDS**

**A INTRODUCTION REGARDING ARCHITECTURE AND LANDSCAPE STANDARDS**

The community of the Property is intended by the Declarant, planners and residents to embody the finest standards in single-family detached housing. Incorporating many of the design elements and attitudes found in traditional neighborhoods, the Property is designed to be a true community having the distinctiveness of well built homes and the continuity of traditional forms, materials and details.

Landscaped greens provide focal points. Elevating the house above the street level contributes to a gracious image of the residence that was historically achieved with a different foundation technology. Sizes of houses, their placement on lots and locations of driveways and garages are determined to develop a community-wide sense of elegance in the street space/yard space.

In contrast to other subdivisions in which house designs are used "off the shelf" without regard for the qualities and characteristics of specific building sites, the Property focuses attention on design opportunities which can make each residence responsive to its particular surroundings. Careful site planning and architectural design can allow each house to take advantage of scenic views or offer residents a pleasant invitation to outdoor living in their own backyard and make the front yard space a place of social activity (once characteristic of neighborhoods).

In addition to these considerations, concepts of style and image of the individual residences are critical in developing the sense of quality, graciousness and elegance which the Property affords. Exterior design of houses should be based upon the use of traditional architectural elements, the great popularity of which attests to their evocative power. There should be design latitude to allow for fresh interpretation of the concept of "traditional house" but the essential and identifying aspects of the archetype will be faithfully portrayed. The idea of elegance, a prime consideration in the image of the houses, includes in its meaning a sense of propriety and refinement, therefore, design overstatements in either the architecture of the houses or the landscape treatment of their lots should be strictly avoided.

In accordance with the intent to develop the Property as a distinguished residential environment, architectural control standards have been compiled as a guide to residents, architects, designers and builders. These standards elaborate upon the Declarant's general commitment to quality by dealing specifically with numerous elements of the residential environment. The standards will be upheld by The Committee, which is granted, by the Declarant, the power of review over the design for each Living Unit in the Property.

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## C ARCHITECTURE AND LANDSCAPE STANDARDS - GUIDELINES AND REQUIREMENTS

### I Intent

The intent of these Architectural Guidelines and Requirements is to establish continuity in the residential design of the Property. In addition, these criteria promote differentiation among the homes of the Property as well as a distinctiveness in visual character and quality that is unique to this community. Emphasis is on quality in material, design and construction in order to promote well-crafted residences within the community. These guidelines allow diversity in design while insuring the architectural integrity of the community as a whole.

### II Site Planning

#### a. Building Lines

Typical setbacks of building lines from property lines, as well as utility and drainage easements, are determined by ordinance of the Town of Flower Mound. In addition to these requirements, further setbacks are enforced by deed restrictions for aesthetic reasons. In the Property, the front building line has been established as 40' in order to add more space from the street. The Committee may, in special cases, grant variances to building lines not specifically determined by City Ordinance. A variance will be allowed only if it can be demonstrated to the satisfaction of the Committee by the designers of the particular house that the variance will allow a significant positive contribution to the house design or more importantly, to site design of the community as a whole.

#### b Staking Approval

In making its determination regarding the appropriateness of a site plan, the Committee has the authority to require that houses, driveways and garages be staked out and that such staking be approved by the Committee before any tree cutting is done or any construction site work is begun. In addition, staking approval will be required on all "wooded" Lots identified on the development plan. In lieu of staking approval, builder may submit a site exhibit laid out at 1/30 scale locating existing trees, house, all flatwork and out buildings for Committee approval.

c. Tree Removal

No trees measuring six inches in diameter at a point two feet above ground level, no flowering trees, shrubs or evergreens may be removed without prior approval of the Committee, unless located within ten feet of an existing building, within ten feet of the approved site for a building or within the approved right-of-way of a driveway or walk.

d. Site Maintenance During Construction

1. General Maintenance - Each Lot shall be maintained in a neat clean, orderly condition by the builder during construction and until the house is closed. Stumps, felled trees, building debris, etc. must be removed from each Lot by the builder as often as necessary to maintain attractiveness of the construction site. Debris may not be dumped in any area of the development unless a specific location for such a purpose is approved in writing by the Committee. The builder must use hay bales, soil erosion netting or other satisfactory means to prevent mud from flowing into the street. The builder will keep all debris within the boundaries of the Lot on which the house is being constructed.

2. Signs - The only sign that shall be allowed on the Lot within the Property shall be the Committee approved sign identifying the approved Property builder for the applicable Lot within the Property. This sign shall be the standard sign approved for such use by the Committee. For builders who are not approved Property builders, this sign shall be the standard Property address sign approved by the Committee. Information on the address signs can be obtained through Declarant. See SECTION THREE, subsection E above for more information regarding signs. All signs must comply with the Town of Flower Mound ordinances. At the time of adoption of this Declaration, such ordinances provide that an Owner may erect only one sign advertising the property for sale, and the sign may not exceed two feet by three feet in area, fastened only to a single stake in the ground and extending not more than three feet above the surface of the ground. Any unauthorized signs found on a Lot will be removed by a Committee representative.

III Foundations

a. Height (Graphic A)

The elevation of the first level finish floor for any Living Unit shall be 1'-6" to 2'-0" above finish grade at the front entry to that residence, unless otherwise approved by the Committee. This standard is enforced for aesthetic reasons. The required steps at the front entry of each residence serve to develop a sense of graciousness in the relationship between yard and residence. The aesthetic purpose of these required steps makes them more than functional. Therefore, the tread of the step should be surfaced with brick or stone or some other masonry material acceptable to the Committee and approved by them in writing. Moreover, the scale of the residence, especially at the first level, is augmented, allowing the use of the extra height above grade to establish a stronger base and connection to the ground.

b. Finish (Graphic B)

Foundation concrete shall not be visible above the finish grade. The masonry ledge for all foundation work shall be dropped to grade level. Where the grade is sloping, the masonry ledge shall be stepped so that no more than 6 inches of concrete is visible above grade at any one point along the grade. Where stucco is used as a veneer material, the stucco shall either come in contact with a masonry base or come within 6 inches of the grade.

IV Wall Treatment

a. Masonry

1. Masonry and Type of Brick (Graphic C)

The dominant material of this development shall be masonry. Masonry is the essential material in the perceived continuity of the Property, however to the extent not in conflict with the express terms of provisions of this Declaration other than this subsection 1, other materials may be approved for use by the

Committee The exposed exterior wall area of the Living Unit, exclusive of doors, windows and gables, shall contain not less than eighty-five percent (85%) masonry Any brick used shall be a domestic hard-fired modular brick Queen size brick is acceptable if the variety modulates and is used in its modulated combinations. Other brick sizes are not permitted Flash finished bricks are preferred over slurry finished brick Bricks used within the Property shall be "blended" bricks (blend meaning a mixture of darks and lights, including some flashed and/or slurried) with an earth tone hue No solid colors shall be used Wire cut, wood mold, tumbled and antique bricks may be used but no embossed or molded distress will be allowed Brick sample panels must be approved by the Committee The Committee may vary from the brick requirements of this subsection 1 if the Committee determines that another brick size is appropriate for the architectural style being portrayed

## 2. Mortar Joints

All mortar joints shall be tooled; "slump" joints or "weeping" joints are unacceptable Only natural or light colored mortars shall be used Colored mortars can only be used if approved by the Committee in a sample panel of the actual brick and mortar being proposed

## b Stone

### 1 Type of Stone

To create a stronger sense of a picturesque streetscape, stone (rustic, shipped, finished or concrete cast stone) is encouraged as a veneer or accent material When stone is used in conjunction with brick, the stone shall be used to enhance a discrete architectural form (such as a turret or other subordinate mass), to articulate openings (such as a window or door surround) In other applications of stone, it shall be limited to the ground connected elements of the facade (such as a water table) In addition to the above, finished stone or concrete cast stone may be used for belt courses, corner articulation (such as quoins or pilaster columns) or cornice and gable/pediment articulation Brick may be used as an accent with stone in the same relationships as described above.

## 2. Artificial Stone

Concrete or other artificially manufactured naturalistic stones are prohibited. This prohibition does not include "cast stone" with a smooth limestone finish and color Cast stone proposed for use within the Property must be approved by the Committee for application, color, texture and compositional quality

## c. Wood

### 1 Siding

Siding may be used as accent material only. Siding shall only be wood horizontally applied lap siding or tongue and groove siding or cementitious siding product such as "Hardiboard" used in a similar manner No diagonal siding shall be used. Vertical siding, wood shingle or wood shake siding may be used if it essential to a particular style and approved by the Committee Rough-sawn wood siding shall not be used, except in the case of cedar shakes or shingles used as siding in the manner specified above No masonite, composition wood product, such as particleboard, shall be used as siding in any exterior application All wood siding shall be primed on the "back side" before installation If "Hardiboard" or like product is utilized, it must be smooth finished, used in lengths of wall that do not exceed 24 feet and all framing installation must be checked for plumb, no "Hardiboard" may be visible from the street

### 2 Trim

All wood trim shall be smooth, high quality finish-grade wood stock, stained or painted as approved by the Committee No composition wood products shall be used for exterior trim with the exception that exterior grade finished veneer plywood or other smooth finish soffit board can be used for soffits Columns may be of a material other than wood so long as that material is a painted iron or stone

d Stucco

Stucco may be used as an exterior wall finish only when approved by the Committee because the use of this material is the better suited to the particular style being portrayed in the design. When stucco is called for as an exterior wall material, its detailing should be consistent with the style of the architecture. The Committee has the right to require that stucco be painted if it is not uniform in color, unless such nonuniformity is an element of the design approved by the Committee. Stucco must be an authentic lath and stucco technology, Dryvit type systems or styrofoam products may not be used. The intent of the Committee is to establish a solid substrate and discourage wall sections that do not convey the attributes of permanence and quality. Therefore, EFS coatings may be used if used over an authentic lath and stucco or masonry substrate, control joints in stucco must be coordinated with the architectural design and should be indicated on the plans submitted.

e Synthetic Materials

Synthetic materials, such as metal siding, masonite, styrofoam and vinyl siding may not be used.

f. Changes in Material (Graphic D)

The location of external wall material changes (e.g. brick to wood siding) should have a logical relationship to changes in the form of the house and not be dictated by simple economy. Material changes in the same wall plane are prohibited unless it is part of a detail that is characteristic of an historic architectural style or the dominant material is terminated with an architectural element (such as a pilaster column) that clearly implies structural termination. Material changes at corners are prohibited. All materials must wrap the corner and change in one of the manners described above.

V Window Treatment

a Type of Windows

Windows are a primary means for visually conveying "quality" in construction. An addition, wood windows have the visual "heaviness of mullion and jamb that is characteristic in most historic archetypes. Therefore, except as otherwise approved by the Committee, only wood (on the front and sides of the structure) or vinyl clad windows (vinyl clad windows on the back of the structure only) will be permitted within the Property.

b Sill (Graphic E)

To maintain the sense of order and purposeful design, it is important that the windows of an elevation have a common reference line that addresses the sill or head. Therefore, the random placement of windows is discouraged, including the practice of raising the sill of windows used in baths, closets, laundries and kitchens. Where such windows are on the front elevation, the use of a window without a sill is encouraged. Windows without a sill include round, elliptical, octagonal or square decorative windows. The Committee will disapprove windows on the front elevation that do not conform to a common sill line unless the deviation is visually explained by the design of the elevation.

c Head (Graphic F)

All windows shall be below the cornice detail. Windows may abut the cornice detail or be engaged with it if the design of the window surround modulates with the banding or detailing of the cornice. In all cases where windows are visible from the street, a cornice detail shall exist between the windows and the soffit.

d Surround or Header (Graphic G)

Windows exposed to the public view shall be accentuated with a projected surround or header. Articulation of the accentuating detail can be of masonry stone or cast stone. On a stucco house only

stone or cast stone will be allowed. Wood may be used for this purpose on an elevation that has siding and must be compliant with this standard

e. Attached Windows

Windows that are adjoined horizontally and/or vertically shall be divided by a wood mullion. When adjoined both vertically and horizontally, both mullions shall be wood.

f. Masonry Separations

Brick or stone detail used to vertically divide adjoining windows shall be at least 8 inches wide. When specially shaped cut stone or concrete cast stone masonry is used to divide adjoining windows, the distance between windows can be a dimension that is appropriate to the design and approved by the Committee. Brick or stone can not be used as a horizontal division between adjoined windows. Cut stone or concrete cast stone may be used as a horizontal division between adjoining windows.

g. Metal Windows

The use of metal is prohibited on all elevations exposed to the public view. Elevations not exposed to the public view cannot use a metal window unless approved by Committee.

h. Glazing

No reflective glazing will be allowed on any front or side facade, or on any facade which is exposed to the public view. Tinted glass and dark adhesive film is not encouraged by the Committee and will not be permitted on any windows exposed to the public view where the transmission coefficient exceeds 27%. Stained and leaded glass is allowed provided that the glass is crafted according to one of the following techniques:

1. Soldered coming

2. Lead "H" coming

No acrylic or "pourable" techniques will be allowed.

i. Window Ornamentation

Shutters must be operable, and be wide enough so that when closed, they cover any window on which they are used. The use of burglar bars on the exterior of any windows is prohibited.

VI. Roof Treatment

a. Roof Massing (Graphic H)

To the extent possible, roofs shall be massed with an orderly sequence of subordinate roofs extending from a dominant roof mass. Ridge lines shall be straight and not interrupted by intersecting ridges that create a bump in the ridge line.

b. Roof Pitch

The minimum roof pitch, exposed to the public view, shall be a minimum of 6 feet of rise to 12 ft. of run on the front elevation, unless approved by the Committee. Certain architectural styles (such as Georgian or Mediterranean) do not require a steep minimum roof pitch and the appropriateness of a pitch less than that specified above will be analyzed on a case by case basis to determine if it is an important historical expression of the style being portrayed.

c. Roof Projections



No plumbing stacks, venting stacks, skylights or attic ventilators shall penetrate roof surfaces facing the street or visually dominant in the street view. All such roof penetrations must be mounted straight and perpendicular to the ground plan (except for skylights and attic ventilators) and be painted to blend with the roof color. Plans submitted for review shall identify the areas of the roof intended for roof penetrations. No solar collecting frames or satellite dishes shall be mounted to any roof unless specifically approved by the Committee. Turbine attic vents are not permitted within the Property.

d. **Materials**

Permitted roofing materials may include natural slate, high quality clay or concrete tile in a gray blend or dark color range. All asphalt shingle roofs shall have closed valleys. Standing seam metal (factor finished steel, or copper) and metal shingles used in applications other than accent roofing over a canopy or bay, require special consent of the Committee. "Hardy" slate will be permitted so long as it meets other standards set forth for slate in this document. Single sample panels must be approved by the Committee. Slate roofs shall have mitered hips. Where concrete or clay tiles are used, the roof forms should be as simple as possible to eliminate the visual distraction of many protruding hop and ridge tiles.

e. **Roof Color**

Like brick, roof color is an important element in the visual conveyance of continuity. Therefore, the roof colors shall be limited to those approved by the Committee.

f. **Chimneys (Graphic J)**

All fireplace chimneys shall be brick or stone. Whenever possible, chimneys shall be used to enhance the architectural variety of the Property. Attention shall be given to the complexity and form of the cap detailing. In addition, the shaft of the flue shall be distinctively detailed so that the chimney has a complexity in plan as well as elevation. Prefabricated metal fireplaces and metal flues may not be used. All Chimneys must be masonry clad to present the appearance of traditional masonry chimneys. All metal chimney flue caps must be enclosed inside a decorative envelope of brick or fabricated metal and match the cap detail of and full masonry firebox chimneys in the same house. Any chimneys visible from the street must have the appearance of a full masonry firebox with a "chimney breast" at least 6 feet wide and a flue of a size consistent with a full masonry flue.

VII **Entry Form**

a. **Visual Significance (Graphic K)**

Entries are hierarchically significant. Therefore, the architectural form which embodies the entry shall be, with or engaged by, the dominant roof mass. This principal shall apply unless a deviation from the principal is essential to accuracy of an historic style.

b. **Entry Enhancement**

Whenever permitted by the architectural massing of the house, the entry form shall be enhanced with coach lights. Gas coach lights shall have a minimum length of 30 inches and shall be mounted at a six foot minimum mounting height. In all cases, the entryway of a house shall be lighted at night from a downlight soffit, automatically switched by a photocell in order to promote further continuity of the community, enhance security and enrich the night form of the development.

VIII **Exterior Lighting Fixtures**

All exterior lighting fixtures visible from any street must be approved by the Committee. Where possible, decorative fixtures should be complementary to the architectural features of the residence. No pole-mounted lighting, or building mounted high intensity lighting will be allowed. Exterior lighting fixtures shall have a maximum 175 watt bulb per fixture, except where otherwise approved by the Committee. Foundation mounted facade lighting is prohibited. Landscape uplighting in new trees and downlighting in existing trees is encouraged. The lamps in exterior entry lighting shall be incandescent bulb or natural gas only.

IX Garages

a Relation to Street

Garages shall face the side Lot line or rear of the property, unless the garage is screened by a Portecochere, privacy wall or detached behind the front side of the house in relation to the street

b. Garage Doors

No garage doors visible from the street, except as approved by the Committee pursuant to this Section IX

c. Garages Which Have to Face the Street

In cases where garage doors are visible or have to face the street, approval by Committee is required. If approved, the doors shall be a 9 ft maximum width and door openings shall be enhanced with such enhancements as brick/stone surrounds, deep insets and/or coach lights. Adjacent doors shall be separated by at least 12 inches of masonry material. The garage door facing the street shall be set back from the plane of the house closest to, and most parallel with, the right of way line of the street, a minimum distance of 30 feet

X Gables

To the extent possible, gables shall be varied with any one block by the use of a detailing that is historically appropriate for the style. The treatment of the gable shall be designed so that elements of craftsmanship are fully employed. Hipped roof styles are not meant to be discouraged by this criteria

XI Doors

For quality, continuity and to address security issues, all exterior doors and transoms visible from the street shall be of a quality and design approved by the Committee

a. Single Doors

When single doors are used, jambs and headers in framing the door shall be used to subdivide and order the entire entry. To accomplish this, heads and jambs must be made of iron and be of a dimension compatible with the entry. In this way, the doors are a logical subdivision of the system that divides the entry

b Double Doors

When double doors are used, the transom can sit on the door header and the doors must be at least 8 feet tall

c. Door Height

All entry doors must be a minimum of 8 feet in height

XII Cornice and Plate

a. Cornice

Cornices shall be enhanced with more than one course of projected brick, stone or stucco (used in conformance with item Number IV, above) which creates a shadow, texture and visual complexity where the wall plane meets the soffit.

b. Omitted intentionally

c. Plate

85% of the plate height of the front elevation shall be 10 feet or greater

**XIII Exterior Color Scheme**

All exterior paint and stain colors must be approved by the Committee. The palette of exterior paints and stains for each residence shall be selected to complement, coordinate or harmonize with the colors of buildings which are used in their "natural" state, such as brick, stone, copper, etc. As deemed appropriate by the Committee, exterior colors selected for a residence may be modified or changed in order to respond to existing color palettes of adjacent residences.

**XIV Mechanical Equipment**

All air conditioning compressors, power and meter boxes, satellite dishes and pool equipment shall be completely screened from public view. Screening may consist of architectural elements to be approved by the Committee.

**XV Recreation Equipment**

All recreation equipment shall not be visible from any street as viewed from 6 feet above centerline of any street. Permanent or moveable recreation equipment such as basketball goals are not allowed in front and/or side yards within 20' of any property line on any Lot less than two acres in area or within 40' of any property line on any Lot equal to or greater than two acres in area. The Committee may prohibit the placement of recreational equipment such as basketball goals in front or side yards where, in the determination of the Committee, such location interferes with the architectural harmony of the Living Units on such Lot or adjoining Lots.

**XVI Ornamental Iron Gates**

All ornamental iron driveway gates shall be a maximum of 14 feet wide. Gate tops shall be ornamental and not flat. If ornamental gate is wider than 14 feet, two (2) gates shall be required. All ornamental iron gates to be approved by the Committee.

**XVII Maintenance**

Each residence shall be maintained in a neat, clean, orderly condition by the Owner. Periodic repairs shall be made to correct broken shingles, peeling paint, broken brick and any other condition which suggests visual deterioration of a residence.

**II. SITE DEVELOPMENT GUIDELINES AND REQUIREMENTS**

**A. TABLE OF CONTENTS OF SITE DEVELOPMENT GUIDELINES AND REQUIREMENTS**

- I Intent
- II Site Elements
  - a Coverage
  - b Driveways and Motor Courts
  - c Walks and Steps
  - d Pools, Decks and Other Structures
  - e Walls and Fences
  - f Site Lighting
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VI		Irrigation
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## B SITE DEVELOPMENT GUIDELINES AND REQUIREMENTS

### I Intent

The intent of the site development guidelines is to clarify the necessary components in the creation of a distinguished residential community. Through uniform application of these components, the Property will become a showplace of fine homes, set on private, tree-line streets. The desired landscape character is one of simplicity, emphasizing tree placement and layers of shrubs at the building foundation. The landscape and site elements should be understated, creating a setting for the homes, rather than competing with the architecture for visual attention.

### II Site Elements

#### a. Coverage

Total site coverage of building, driveways, walks, decks, pools and other structures may not exceed eight percent (80%) of the area within the property lines.

#### b Driveways and Motor Courts

##### 1. Intent

To the highest extent possible, automobile circulation and storage areas are to be de-emphasized, highlighting the landscape and pedestrian environment.

##### 2 Location and Configuration

(a) Driveways shall be located to minimize the amount of pavement. Driveways shall be a minimum of 14 feet and a maximum of 16 feet in width except as required for garage access, and shall be located a minimum of five feet from the side property line to allow for planting and/or fencing. Driveways shall have a meandering rather than straight alignment whenever possible.

(b) Driveways shall extend from the sidewalk to garage. The sidewalk shall not be visually or physically broken by the driveway. Broom finish concrete aprons will transition the area from the curb to the sidewalk.

##### 3 Materials

(a) Decorative brick bands which may occur in the driveway may only occur between the sidewalk and the house. Driveways shall be hard paved with permanent materials such as natural color broom-finished or sandblasted concrete. Brick edged concrete or brick arrival areas are encouraged. Any other materials, finishes or colors must have the approval of the Committee. All driveway materials must be maintained in a manner to retain original structure, texture and color characteristics.

##### 4. Circular Drives/Motor Courts

(a) Drives should be "cut" slightly into the raised fill area of the Lot. All driveway slopes should be as uniform as possible with smooth transitions between areas of varying pitch. Planting should screen the direct view of the drive area from the streets as much as possible.

(b) Builders must submit a grading plan (with spot elevations and slopes indicated), and landscape plan for approval of circular drives and retaining walls. All exposed faces of any retaining walls must be faced in stone and an architectural section of the wall submitted with the landscape plan.

## 5 Driveway Access over Swales and Bar Ditches

(a) All driveways over swales or bar ditches require an 8 foot landscape area at the same elevation of the driveways, on both sides. This is accomplished by concrete reinforced pipes (maximum 18" each, as more than one may be required) under the landscape area and driveway with concrete headwalls on both sides of the driveway. Concrete headwalls shall be veneered in masonry materials to match or complement the primary residence. All driveways shall be elevated above the adjacent bar ditch flow-lines to prevent standing water in the bar ditch and provide for an aesthetically pleasing approach to the Lot and to provide for the positive drainage of water under the surface of the driveway.

### c. Walks and Steps

#### 1. Sidewalks

(a) No sidewalks, edging at road, chains, stakes or reflectors are permitted.

#### 2. Front Walks

(a) The steps/walk should be a complementary component of the site architecture and should not compete visually with the house and landscape. The steps shall be flanked by retaining plinths measuring a minimum of 16" in width x the length of step run x the height of the elevation change. The plinths should be built out of the house brick with all solids for the cap or out of stone with natural stone or cast stone cap.

(b) Fountains, statuary and planters within the walk are strongly discouraged but may be located within the front yard, behind the building line.

(c) Front walks may be natural brushed or sandblasted concrete, colored concrete or masonry units such as brick or stone. All front walk material must be approved by the Committee.

(d) Front steps and porch must be constructed of masonry, either brick or stone. If bricks are utilized, solids must be used where brick holes would be exposed. Other masonry material may be used if approved by the Committee.

(e) All walks crossing from the building site to the street across swales or bar ditches shall have 8' wide landscaped areas on both sides.

#### 3. Address Numbers

(a) House numbers shall be of a consistent style on each house. Location of mounting on the house is up to the builder, however, a 5' mounting height is recommended.

(b) Mailbox numbers shall be approved by the Committee, as required by the postal service.

### d. Pools, Decks and Other Structures

#### 1. Coverage

(a) Total coverage of all hardscape elements (such as house, paving, pool and other structures) may not exceed sixty percent (60%) of total Lot area.

#### 2. Swimming Pools and Spas

(a) Pools may be constructed within the architectural building lines of each Lot. Pool decks may extend beyond the building line, but must allow adequate room for landscaping and fencing. Pool surface, deck and equipment must be screened from public view, including public streets, common areas and reserves.

3 Other Structures

(a) All structures to have designed concrete foundations and match the finish of primary residence

(b). All structures, including gazebos, arbors, trellis or shade structures must be submitted to the Committee for specific approval

(c) All playhouses and storage buildings must be submitted to the Committee for specific approval and may require screening from public view.

(d) No portable storage units are allowed

4 Mailboxes

(a) Mailboxes for the Property are of standard design per attached figure Specific details for construction can be obtained through Declarant.

(b) Mailboxes to be located adjacent to driveway or front walk

e. Walls and Fences/Fencing

1 The Public View

(a) Of special concern throughout the community comprising the Property is the view of private areas from public view areas. Public view areas include streets, reserves and parks Walls and fences are an extension of the house architecture and must convey the same sense of quality and permanence All walls and fences must be approved by the Committee

2. Privacy Walls/Fencing

(a) Walls must be of masonry construction or a combination of iron and masonry, as approved by the Committee and be 6 feet in height, unless otherwise approved by the Committee based on its purpose and the application of the architectural style Materials shall match building materials or follow the wall design approved by the Committee Where the Committee deems appropriate, brick will match common area amenity, and a landscape buffer may be required

(b) All fencing, publicly visible or not, shall be iron fencing or a combination of iron and masonry, as approved by the Committee. If privacy is required by a homeowner between lots, it shall be accomplished through landscape screening such as Nellie Stevens Hollies, Red Cedars, Leyland Cypress or other live screening material Please refer to landscape section for permitted materials.

3 Intentionally Omitted

4 Wood Fences

(a) Wood fences are not allowed

5. Locations and Heights

(a). All fences and walls behind the front building line must be a minimum of 6 feet with a maximum of 8 feet/ Fences or walls other than described above are prohibited No fences or walls over 48" high may extend beyond the front building line.

f Lighting

1. Floodlighting

(a). All exterior lighting must be approved by the Committee

(b). Floodlighting fixtures must be attached to the building or other architectural elements. Floodlighting shall not illuminate adjacent public or private property. Light fixtures and source shall be hidden from public view across property lines. 175 watt maximum per bulb.

(c) House front elevations may not be floodlighted and no floodlighting of the front yard may occur.

(d) Moonlighting or uplighting existing trees is permitted, but the light source must be hooded. Each Lot shall have a minimum of 8 flood lights to light landscape and residence located in front yard for consistent level of lighting.

(e) Tree lighting mounted in new trees less than 6" in caliper is prohibited. Smaller trees may be uplighted by way of staked mounted ground fixtures. Fixtures must be recessive in color and hidden from view by other landscaping. Lighting bulb types may be mercury vapor or metal halide only.

## 2 Ornamental Lighting

(a) Accent lighting should be integrated with the building or architectural elements. Excessive accent lighting is discouraged. Freestanding pole light fixtures are prohibited, unless approved by Committee. Sconces or carriage lamps are encouraged near the front door. Front doors may have recessed lighting above the door or pin spots in trees.

## III Screening

### a Mechanical Equipment

1. All mechanical and electrical equipment (pool, air conditioners, satellite dish antennae, etc.) must be completely screened from public view. A combination of trees, hedges, or walls should be used to screen equipment and mechanical areas.

2. No radio or television towers shall be constructed or installed on any Lot or the exterior of the Living Unit or any structure on the Lot.

### b Rear Yard

1. Pools, play structures, play equipment, barbecue areas and lawn furniture shall be screened from public view by a combination of trees and shrubs within 20' of the property line on all Lots less than two acres in size and within 40' of the property line on all Lots equal to or greater than two acres in size.

### c Driveways and Parking Areas

1. Automobile areas are to be substantially screened.

2. Circular drives and auto courts shall be substantially screened from public view with a combination of trees and shrubs.

### d Exposed Foundations

1. All exposed foundations shall be screened from public view.

## IV Grading and Drainage

### a Slope

1. Lawn slope should be emphasized rather than tapering evenly to the base of the house. Lawn slopes shall be 3:1 maximum and 5:1 minimum of those lots with raised building pads.

2. Retaining walls, if used, must be stone masonry construction materials. Retaining walls must be submitted to the Committee for approval

b. Site and Roof Drainage

1 Surface run-off shall not flow onto adjacent Lot areas.

2 Gutter downspouts must dump onto gravel or drain block, or be carried underground to the swale in SD35 piping or better ADS piping is not permitted

3 Gutter downspout termination methodology for front and front/sideyards must be approved by the Committee Pipe to be set in concrete with stone and brick finish, or exit through a 12 x 12 area drain flush with the ground.

4 There must be positive drainage away from the house

c. Berms

1. Berms over 36" high in front yards are prohibited, unless determined by the Committee to be in harmony with the other landscaping and structural design elements of the subject Lot and adjoining Lots.

d. Side Yard Retaining Walls

1 Side yard retaining walls may be required between lots If required, they must be constructed of Millsap sandstone drystack walls or other material approved by the Committee. No vertical dimensions may exceed 4' in height

V Planting

a Front Yards

1 Intent The intent of these guidelines is to produce a refined and elegant landscape setting for the Property houses The landscape should not compete with the architecture for attention, but should provide the setting The emphasis, again, is upon those areas of the Lot visible from public areas in the community.

2. Front and Front/Side yard Trees

(a). In lots with no existing trees, a minimum of eight (8) additional trees in the front and side yards are required Front yard trees may be selected from a short list of trees including the following Trees are to be minimum 3" caliper.

Bur Oak	White Oak	Cedar Elm
Chinquapin Oak	Swamp White Oak	Swamp Chestnut Oak
Red Oak	English Oak	Shingle Oak
Chestnut Oak	Live Oak	Loblolly Pine

(b). Existing trees of 8" caliper may count for the required trees up to two

(c). Other trees selected must receive special approval by the Committee

3 Ornamental Trees

(a). Each front yard shall have a minimum of 5 ornamental trees planted from the approved species list These trees must be 6'-8' high when planted

4 Shrubs and Groundcover Beds



(a) Shrub planting shall consist of a minimum of 2 layers of shrubs planted at the foundation of the buildings with a minimum of 72" in depth. One layer of evergreen shrubs approximately 30"-36" in height and two lower layers of dwarf shrubs or groundcover are encouraged. Three layers are preferable.

(b) All plans must conform to the species indicated on the approved plant list. Use of variegated, "Pom Pom", or other "exotic" plants is discouraged.

(c) Shrubs shall be 5-gallon container, planted 24 inches on center, triangular spacing.

(d) Groundcover or lower shrub layers shall be 1-gallon container, planted 12 inches on center, or 4" pots planted 8 inches on center for groundcovers, dwarf shrubs as groundcover shall be a minimum 3-gallon 18 inches on center or 1-gallon 12 inches on center minimum.

(e) Beds shall compliment the building architecture and shall have a minimum width of 6 feet. Rectilinear and curvilinear beds will be allowed if proper care is used in establishing pleasing forms. The number of plant species in the front yard beds should be kept to a maximum of five, varying only from one shrub layer to the next. Ornamental specimen shrubs and trees can exceed these five species. The number of plants shall be appropriate for the size bed. Plants shall be spaced to cover the entire bed within one growing season. No open mulch areas are acceptable.

(f) Free-floating beds smaller than 200 square feet in lawn areas around trees prohibited.

(g) All beds shall be edged with Green Ryerson (or Committee approved equal) steel edging. No brick masonry or other edging material may be used.

(h) No shrubs shall be planted in front of windows which will ever exceed the sill height. Ornamental trees or shrubs in front of windows are discouraged.

(i) All bed areas shall be 6" of professional bed mix tilled into the top 10" of the soil.

(j) For areas with native trees including post oaks, shrubs and groundcover with intensive irrigation needs should be avoided. Natural leaf mold, mulch, or native groundcover requiring no irrigation should be used.

#### 5. Lawn

(a) Front yards shall be solid sod if not in shrub beds. Seeding front lawns is prohibited.

#### b. Rear Yards

1. Intent. In all areas not exposed to public view, the homeowner may landscape as they please. Total hardscape coverage may not exceed 50 percent of the Lot area and building setbacks for structures must be observed.

#### 2. Lawn

Landscape areas not in shrubs or hedges may be solid sod, sprigged or hydromulched.

#### 3. Screening for Privacy

Screening for privacy and from public view may be accomplished by the use of hedges or ornamental evergreen trees. Please refer to "Approved Plant List" below for species.

#### c. Approved Plant List

##### Shade Trees.

Red Oak	Cedar Elm	Black Jack Oak
Bur Oak	Post Oak	Pecan
Chinquapin Oak	Texas Ash	Bigaloe Oak
American Elm	Shingle Oak	White Oak

Swamp White Oak  
English Oak  
Loblolly Pine

Chestnut Oak  
Monterrey Oak  
Durrand Oak

Swamp Chestnut Oak  
Slash Pine  
Live Oak

Ornamental Trees:

Redbud  
Crape Myrtle  
Dogwood\*  
Mary Nelly Holly

Savannah Holly  
East Palatka Holly  
Nellie R. Stevens Holly  
Japanese Maple "Bloodgood"

Ornamental Trees

Eve's Necklace  
Mexican Plum  
Downy Hawthorn  
Eastern Red Cedar  
Cherry Laurel

Deciduous Holly  
American Holly  
Wax Myrtle  
Magnolia Species  
Foster Holly

Medium Shrubs/Sun

Dwarf Abelia  
Boxwood  
Cleypora  
Indian Hawthorn  
Dwarf Burford Holly  
Chinese Holly  
Juniper Species  
Nandina Compact  
Texas Sage  
Spirea  
Softleaf Yucca

Medium Shrubs/Shade

American Beautyberry  
Hydrangea  
Mahonia  
Nandina  
Elaeagnus  
Hesperaloe  
Boxwood  
Aucuba Species  
Fatsia

Low Shrubs:

Dwarf Yaupon  
Dwarf Chinese Holly  
Carissa Holly  
Nandina Harbour Dwarf  
Nandina Moonbeam  
Dwarf Hydrangea\*

Hypericum\*  
Holly Fern\*

Groundcovers

Ajuga\*  
Asian Jasmine  
English Ivy  
Blue Rug Juniper  
Shore Juniper

Liriope\*  
Ophiopogon/Monkey grass\*  
Vinca Major  
Purple Wintergreen

Perennials

Green Hosta\*  
Variegated Hosta\*  
Wood Ferns\*  
Liatris  
Gazania  
Lantana  
Mealy Blue Sage  
Salvia Greggii  
Iris, Louisiana  
Iris, Butterfly

Perennials/Sun

Miscanthus  
Pennisetum  
Aster  
Chrysanthemum  
Purple Coneflower  
Coreopsis  
Rudbeckia "Goldstrum"  
Daylily, Stella D'Oro  
Iris, German

\* Denotes Shade

Screening for Privacy Plants (Rear Yard)

Savanna Holly  
East Palatka Holly  
Nellie R. Stevens Holly  
Mary Nell Holly  
Wax Myrtle  
Magnolia Species  
Cherry Laurel

Eastern Red Cedar

Note Use of other plants or trees requires Committee approval No variegated plants shall be used without Committee approval

VI Irrigation

a All lawn and landscaped areas must be irrigated with an underground irrigation system Lawn and trees must be on separate controller zones

VII Landscape Installation

a Installation of landscaping and site improvements is to be executed in a high quality manner, consistent with the image of the Property

1 The Committee may reject any improvement where the material or workmanship fails to meet acceptable industry standards

b Prior to occupancy of the house, or 30 days after completion of construction (whichever occurs first), trees, irrigation and lawn must be installed

c Omitted intentionally

d Signage

1 Landscape contractor and subcontractor signs are prohibited within the Property at all times

VIII Maintenance

a Maintenance and proper care of installed landscaping is critical to the appearance of the the Property community and the health and beauty of the plant materials

b All landscaped areas are required to be maintained in a healthy and beautiful appearance by the builder or homeowner.

c Proper Maintenance Includes

- 1 Adequate irrigation for proper plant health.
- 2 Fertilization of trees, shrubs, hedge and lawn
- 3 Pruning of all trees including street trees.
- 4 Pruning of hedges as appropriate
- 5 Mowing of grass
- 6 Seasonal weeding of shrub beds.
- 7 Weed control in lawns.
- 8 Seasonal mulching of shrub beds
- 9 Insect and disease control
- 10 Replacement of plant material, dead or diseased, with original

species and size

### III. ARCHITECTURAL REVIEW PROCESS

#### A Table of Contents For Architectural Review Process

- I. Committee
- II. Preliminary Architectural Submittals
  - a. Before Design
  - b. Requirements
  - c. Notice of Approval
- III. Final Architectural Submittals
  - a. Requirements
  - b. Notice of Approval
  - c. Review of Construction
- IV. Landscape Plan Submittals
  - a. Timing and Procedure
  - b. Requirements
  - c. Notice of Approval
  - d. Review of Construction

#### B Architectural Review Process

- I Architectural Control Committee
  - a. Authority

This design standards document is promulgated pursuant to authority granted unto the Committee SECTION FIVE of this Declaration.

- b Purpose

Architecture and landscape plans for all improvements requiring Committee approval must be submitted to and approved by the Committee pursuant to these design standards for the sole and exclusive purpose of assuring that all structures and landscape improvements within the development are in harmony of design in terms of exterior space, planting, massing, general styling, use of detail and size as well as conform to a high standard of quality construction as set by the common property improvement and existing standards of the neighborhood. Differing conditions exist on many lots and therefore, the Committee will use the design standards as a guide to interpreting the application of this document and to the extent possible achieve the purpose stated herein. The Committee may vary its application of the design standards (in approving plans submitted to it) in those cases where (in the sole opinion of the Committee) site conditions or view conditions, style and/or aesthetic considerations warrant such a variation.

- II Preliminary Architectural Submittals

- a Before Design

The Owner's or builder's architect would be wise to discuss his objectives, standards and ideas with a member of the Committee before doing any drawing. It is strongly recommended that the Owner and the architect visit and investigate the site prior to initial design work. The corners of all of the affected Lot have been monumented. Using the recorded subdivision plat, the architect should be able to find these monuments. However, an effort should be made to insure that the monuments identified are in fact true Lot corner monuments and not offset corner monuments, points of tangency, section corners or easement lines which may also be located on the Lot or along Lot lines. If the monuments cannot be found, seek the assistance of a licensed surveyor before beginning any planning.

Before the architect begins his site plan, he should have a licensed surveyor do an accurate topographic and tree survey of the Lot with the building setback lines drawn in. This will be required as part of the final

submittal during the approval process. Topographic extrapolations done from aerial surveys are not sufficiently accurate for this purpose.

b. Requirements

1. Speculative Built Homes

The Owner or builder planning to build a speculative home must submit a program statement for the proposed residence stating the intended square footage, proposed sales price and any unusual conditions about the affected Lot that may necessitate additional consideration under the requirements of these design standards.

2. Custom Built Homes

The Owner or builder intending to build a custom home for a client must submit a design program statement stating the proposed approximate square footage of the structure, any special requirements of the client that may be at variance with these design standards and any particular features of the affected Lot that may necessitate additional consideration under the requirements of these design standards.

3. Tree Marking

The Owner or builder shall review the affected Property or Lot with a member of the Committee to identify any particular trees that must remain on the affected Property or Lot after house construction.

4. Review of these Design Standards

The Owner or builder must have reviewed these design standards and stated any issues which affect his proposed plans to build on the affected Property or Lot and so indicate on his design program statement.

5. Optional Conceptual Design

The Owner or builder is strongly urged to prepare or have prepared a preliminary design set which includes a site plan, floor plans, elevations and a roof plan. Identification of design issues at the preliminary stage are usually easier to address. Any conceptual plans submitted will be reviewed and if found in conformance with these standards, a "Notice of Preliminary Plan Approval" shall be issued.

Only complete preliminary submittals will be reviewed by the Committee. The affected Lot number, block number, phase number and Owner name must be clearly printed on the first page of the submittal. All drawings must be accurate enough to be scaled reliably.

c. Notice of Approval

Approval of any preliminary design should be taken as approval to proceed with design work based upon the preliminary submission itself. However, approval or conditional approval of a preliminary design does not constitute automatic approval of the final submission.

By emphasizing the preliminary design review, the Committee hopes that all design issues for each residence will be reached before final drawings are submitted for review.

III. Final Architectural Submittals

a. Requirements

The Committee requires that each final design submittal consist of three (3) sets of the following:

1. Site Plan/Roof Plan, including:

(a) Locations, dimensions and material notations for walks, drive and all other exterior flatwork.

(b) Proposed location for exterior mechanical equipment.

(c) Percentage of Lot coverage

(d) Height and material of any exterior fence or wall shown

2. Floor Plans and Electrical Plans

3 All elevations at 1/4" = 1'0" scale, including

(a) Notation of locations of all exterior wall materials

(b) Roof Plan with notation of roof materials and roof penetrations.

4. Appropriate building sections, wall sections, details and other drawings as required to receive a building permit and construct the residence

5 In addition to the above, final submission shall also include

(a) Color Samples. Samples of all exterior and roof colors must be submitted applied on an actual sample of the materials to be used

(b). Exterior Lighting Catalogue sheets showing the type fixture at each location and specifying the bulb type to be used

(c). Exterior Material Panels Sample of all exterior materials, especially masonry shown in an actual sample panel with includes the mortar to be used

6. Landscape Plan Submittal (see next section)

7. The Lot, block number, phase number and Owner must be clearly printed on the first page of the submittal. Two submissions must also include the samples described above (of all materials and colors to be used on the building exterior) or specifications which will positively (to the satisfaction of the Committee) identify materials. An address of an existing residence where a submitted material is already in use (such a brick or roof shingles) is also acceptable

8 Architectural Plan Submittal shall be sent to:

Chateau Development Corporation  
611 South Main Street, Suite #200  
Grapevine, TX 76051  
Attn: Al Burtin

Note: Final architectural submittals will not be approved without the corresponding landscape design. The address of the Committee may be changed by notice stating the new address filed in the Real Property Records of Denton County, Texas and referring to the Volume and Page of this Declaration

b. Notice of Approval

The design for each residence must be approved by the Committee as provided in SECTION FIVE of this Declaration before construction of the residence can begin. Deviation from approved construction documents during construction (without written approval by Committee) constitutes a violation of this Declaration. On the Committee's authority, corrections of such deviations will be required

c Review of Construction

The Committee reviews construction within the Property on a weekly basis to insure that each residence is built as approved. This also allows builders to address any difficulties of compliance with the Committee, thereby insuring the design integrity of the residence and the community as a whole.

**IV. Landscape Plan Submittals**

**a. Timing and Procedure**

1 Landscape plans shall be submitted to the Committee prior to or with final application for architectural approval.

2 The Committee shall review plans and respond within thirty (30) calendar days. If revisions are required, plans shall be resubmitted and the Committee will review and respond within fourteen (14) calendar days.

3 Landscape Plans Submittals shall be sent to the Committee at the address set forth above for Architectural Plan Submittal.

4 The Committee will meet with Owners, builders or Contractors to discuss proposed site improvements, but will not grant verbal approval prior to plan submissions.

**b. Requirements**

1 Three sets of all plans (to scale), drawings and specifications necessary to describe and construct the proposed improvements. Plans will not be reviewed unless all of the following information is shown.

Site Plan to scale, showing

- (a) Owner or builder name, address and telephone number
  - (b) House, block, Lot and phase number.
  - (c) House address with all adjacent street names
  - (d) Landscape architect or contractor name, address and telephone number
  - (e) Date of drawing.
  - (f) North arrow and scale of drawing
  - (g) Property lines, easements, setback lines, curb lines, street lights (if any), building footprint and existing vegetation
  - (h) Location of all existing and proposed walks, walls, drives, fences, pools or other site improvements.
  - (i) Locations, size, type and quantity of plant materials and critical dimensions of shrub beds.
- 2 Material samples, color swatches, catalogue cuts, etc., for paving, lighting, tile, etc.
  - 3 Irrigation plan showing layout, location and type of equipment proposed
  - 4 If motor courts or circular drives are proposed, a grading plan with 1 foot contours and spot grades is required.

5. Fence plan showing location of any proposed fencing Plan must include material selection, elevation rendering and construction details

6 Any additional elevations, section, structural details or sketches to completely describe the proposed site improvements.

c. Notice of Approval

1 Notice of Approval shall be a letter from the Committee to the party submitting the plans

2. Copies of approved plans and approval letters will be kept on file at Declarant's office and thereafter with the Association

3 No construction shall begin until receipt of written approval

d Review of Construction

1 The Committee will conduct regular review of construction to ensure compliance with the guidelines and conformity to the approved plans

**SECTION TEN: BYLAWS OF CHATEAU DU LAC ADDITION  
HOMEOWNERS ASSOCIATION**

**ARTICLE 1  
OFFICES, DEFINITIONS**

Section 1 Office/Agent

The office of the Association shall be at the address designated in the articles of incorporation of the Association as its principal place of business and the name of the Agent of the Association shall be the registered agent for service of process set forth on the articles of incorporation of the Association

Section II Other Offices

The Association may also have offices at such other places within or without the State of Texas as the Board of Directors may from time to time determine or the business of the Corporation may require

Section III Definitions

The following words, when used in these Bylaws (unless otherwise indicated), shall have the following meanings

- A "Adjoining Property" shall mean and refer to the real property described on Exhibit "A" which is attached hereto and incorporated herein for all purposes. The Adjoining Property shall be deemed to be a "Lot" (and if subdivided "Lots") if and when added to the Property pursuant to SECTION TWO of this Declaration
- B "Association" shall mean and refer to Chateau du Lac Homeowner's Association, Inc., its successors and assigns
- C. "Bylaws" shall mean and refer to the bylaws of the Association.
- D. "Committee" shall mean and refer to the Architectural Control Committee defined and constituted pursuant to SECTION FIVE of this Declaration.
- E "Common Areas" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Property and intended to be devoted to the common use and enjoyment of the members of the Association, and other areas on or adjacent to the Property of common interest to all of the Lots, including but not limited to, Property decorative fencing, lakes (if any), drainage features, rights-of-way and parkways, security areas and structures, private streets on the Property, walkways, driveways and landscaping at Property entries and other areas of common interest to the Lots



- F. **"Declaration"** shall mean and refer to this Declaration of Restrictions, Covenants and Conditions of Chateau Du Lac and all permitted modifications, amendments, supplemental declarations, and replacements to and in compliance with this Declaration of Restrictions, Covenants and Conditions of Chateau Du Lac
- G. **"Declarant"** shall mean and refer to (1) Chateau Group I, Ltd, a Texas limited partnership ("Chateau I"), and its successors and assigns, with respect to Phase I, (2) Chateau Group II, Ltd, a Texas limited partnership ("Chateau II"), and its successors and assigns, with respect to Phase II, and (3) Chateau I and Chateau II jointly with respect to the Adjoining Property and any real property, if any, which may be added to the Property in accordance with this Declaration.
- H. **"Living Unit"** shall mean and refer to any portion of a building situated upon the Property and/or any Lot designed and intended for use and occupancy as a dwelling unit.
- I. **"Lot"** shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property, with the exception of Common Areas as herein defined.
- J. **"Member"** shall mean and refer to every person or entity who holds membership in the Association
- K. **"Owner"** shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit which is a part of the Property
- L. **"Property"** shall mean and refer to all of the real property and Lots in and on Phase I and Phase II and any additional real property which may be annexed and made subject to this Declaration in accordance with the provisions of SECTION TWO of this Declaration

#### Section IV: Establishment of Association

The formal establishment of the Chateau Du Lac Homeowners' Association will be accomplished by the filing of the Articles of Incorporation of the Chateau Du Lac Homeowners' Association with the Texas Secretary of State and the subsequent issuance by the Texas Secretary of State of a certificate of incorporation of the Chateau Du Lac Homeowners' Association

### ARTICLE II MEMBERSHIP AND VOTING RIGHTS

#### Section I: Membership

Every person or entity who is a record Owner of any Lot which is subject by covenants or record to assessment by the Association shall automatically and mandatorily become a Member of the Association (provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member), and any person or entity who acquired any such fee or undivided fee interest shall be deemed to have accepted membership and assumed all obligations thereof.

#### Section II: Voting Rights

The Association shall initially have one class of voting membership.

Members shall be those entire Owner entitled to one vote for each Lot in which they hold the interest required for membership by Section I. When more than one person holds such interest in any Lot, all such persons shall be Members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot

#### Section III: Methods of Voting

At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person or by a proxy appointed in writing, or his/her duly authorized attorney-in-fact and dated not more than two (2) months prior to said meeting. Any proxy shall be filed with the Secretary of the Corporation prior to or at the time of the meeting. In the absence of any action by the Board of Directors, the date upon which the Notice of the Meeting is mailed shall be the record date

### ARTICLE III MEETING OF MEMBERS

#### Section I General Meetings

All meetings of the Members for the election of directors shall be held at the office of the Association in Texas or at such other place, within or without the State of Texas as may be specified in the Notice of the Meeting or in a duly executed Waiver of Notice thereof. Meetings of the Members for any other purpose may be held at such time and place, within or without the State of Texas as shall be stated in the Notice of the Meeting or in a duly executed Waiver of Notice thereof

#### Section II Annual Meeting

An Annual Meeting of the Members shall be held on the third Monday of January of each year, at the hour of 7:00 PM, provided, however, that should said day fall upon a legal holiday, then at the same time on the next business day thereafter. At such meeting, Directors shall be elected, reports of the affairs of the Corporation shall be considered, and any other business may be transacted which is within the powers of the Members.

#### Section III Member List

At least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at each meeting arranged in alphabetical order, with the residence of each and the number of votes held by each shall be prepared by the Secretary. Such list shall be kept on file at the office of the Association for a period of ten (10) days prior to such meeting and shall be subject to inspection by any Member at any time during usual business hours. Such list shall be produced and kept open at the time and place of the meeting during the whole time thereof, and shall be subject to the inspection of any Member who may be present.

#### Section IV Call for Special Meetings

Special meetings of the Members for any purpose or purposes, unless otherwise prescribed by statute or these Bylaws, may be called by the President, the majority of the Board of Directors or the holders of not less than one-fifth (1/5) of all the Members entitled to vote at the meetings. Business transacted at any special meeting shall be confined to the objects stated in the Notice of the Meeting.

#### Section V Notice

A Written or printed notice stating the place, date and time of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than thirty (30) or more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary, or the officer or person calling the meeting, to each Member of record entitled to vote at the meeting.

B Notice of any meeting of Members shall specify the place, date and hour of the meeting. The notice shall also specify the purpose of the meeting if it is a special meeting, or if its purpose or one of its purposes will be to consider a proposed dissolution or the revocation of a voluntary dissolution by the Act of the Association or to consider a proposed disposition of all, or substantially all of the assets of the Association outside the ordinary course of business.

#### Section VI Quorum/Adjournments

Except as otherwise provided in the Declaration, by statute or these Bylaws, the Members holding one-tenth (1/10) of the votes issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall be requisite and shall constitute a quorum at all meetings of the Members for the transaction of business. If, however, a quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

#### Section VII Transaction of Business

When a quorum is present at any meeting, the vote of the Members holding a majority of the votes having voting power present in person or represented by proxy shall decide any question before such meeting, unless the question is one upon which by express provisions of the statutes or these Bylaws, a different vote is required, in which case such express provision shall govern. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of any Members to leave less than a quorum.

### ARTICLE FOUR DIRECTORS

#### Section I Powers

The business and affairs of the Association shall be managed by its Board of Directors who may exercise all the powers of the Association and may do all lawful acts and things which are not by statute, the Declaration, or these Bylaws

directed or required to be exercised or done by the Members. Specifically, the Board of Directors shall be empowered to take such actions as authorized by the Director

#### Section II. Number and Election

The Board of Directors shall consist of three (3) directors. The Directors shall be elected at the annual meeting of the Members, except as hereinafter provided, and each Director elected shall hold office until his/her successor has been elected and qualified

#### Section III. Term of Office

At the initial meeting of the Board, the Declarant shall appoint two (2) resident Members for a two (2) year term and one (1) resident Member for a one (1) year term

#### Section IV. Removal/Filling Vacancies

Any Director may be removed, with or without cause, at any special meeting of the Members by the affirmative vote of a majority of the Members present in person or by proxy at such meeting and entitled to vote for the election of such Director, if notice of intention to act upon such matter shall have been given in the notice calling such meeting. If any vacancies occur in the Board of Directors, for any reason, a majority of the Directors then in office, though less than a quorum, may choose a successor or successors. Each successor Director so chosen shall be elected for the unexpired term of the predecessor in office.

#### Section V. Prohibition of Cumulative Voting

Directors shall be elected by plurality vote. Cumulative voting shall not be permitted

#### Section VI. Location of Meetings

The Directors of the Association may hold their meetings, both regular and special, either within or without the State of Texas

#### Section VII. Annual Meetings

The first meeting of each newly elected Board shall be held without further notice immediately following the annual meeting of the Members, and at the same place, unless by unanimous consent of the Directors then elected and serving such time or place shall be changed

#### Section VIII. Regular Meetings

Regular meetings of the Board of Directors shall be held semiannually or more frequently if called by the President or by a majority of Board Members at such time and place as shall from time to time be determined by the Board.

#### Section IX. Special Meetings

Special meetings of the Board of Directors may be called by the President or secretary on two (2) days' notice to each Director, either personally or by mail or by telegram, special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of a majority of Directors. Except as may be otherwise expressly provided by statute, these Bylaws neither the business to be transacted, nor the purpose of any special meeting need be specified in a notice or waiver of notice

#### Section X. Quorum

At all meetings of the Board of Directors, the presence of a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by Statute, the Declaration or these Bylaws. If a quorum shall not be present at any meeting of the Directors, the Directors present thereat may adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present.

#### Section XI. Duties and Powers of the Board

In addition to all powers and duties provided elsewhere in the Declaration, these Bylaws or by applicable Texas law, the Board of Directors shall have and exercise the following duties and powers.

- A. to execute all declarations of ownership for tax assessment purposes with regard to the Common Areas on behalf of all Owners,

- B to borrow funds to pay costs of operations secured by assignment or pledge of rights against delinquent Owners if the Board sees fit,
- C. to enter into contracts, to maintain one or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association,
- D. to protect or defend the Common Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements,
- E to make reasonable rules and regulations for the operation of the Common Areas and to amend them from time to time, provide that any rule or regulation may be amended or repealed by an instrument in writing signed by owners constituting a majority of votes of the Association, or, at the option of the Board with respect to a rule applicable to less than all the Common Areas, by a majority of votes of the Owners of the portions affected, however, the Association's agreements, covenants and restrictions pertaining to the use, operation, maintenance and/or supervision of any facilities, structures, improvements, systems, areas or grounds that are the Association's responsibility may not be amended without the prior written consent signed by the chief executive employee of the Town of Flower Mound
- F. to take any action which the Association is or may be permitted or authorized to do in connection with the enforcement and application of the Declaration.

## ARTICLE FIVE NOTICES

### Section I: Formalities of Notice

Whenever under the provisions of the statutes or these Bylaws, notice is required to be given to any Director or Member, and no provision is made as to how such notice shall be given, it shall be construed to mean either personal notice or notice in writing, by mail (regular or otherwise), postage prepaid, addressed to such Director or Member at such address as appears on the books of the Association. Any notice required or permitted to be given by mail shall be deemed to be given at the time when the same shall be thus deposited in the United States Mail as aforesaid.

### Section II. Waiver of Notices

Whenever any notice is required to be given to any Member or Director of the Association under the provisions of the statutes or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated in such notice, shall be deemed equivalent to the giving of such notice. Signing the minutes of any meeting shall be deemed a waiver of all formalities with respect to such meeting.

## ARTICLE SIX OFFICERS

### Section I. Miscellaneous Provisions

The officers of the Corporation shall be elected by the Directors and shall be a President, Vice-President, a Secretary and a Treasurer. Any two or more offices may be held by the same person, except that the offices of President and Secretary and President and Treasurer shall not be held by the same persons. Any such officer shall have the powers and duties usually associated with such office, subject to limitations or extension by the Board of Directors.

### Section II: Other Agents

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

### Section III: Duties

The duties of the officers are as follows:

- A President The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out, shall sign all contracts, mortgages, tax returns and other written instruments, shall cosign all checks (except those on a monthly recurring nature previously approved by the Board), and promissory notes, shall appoint committee chairmen and Members of committees with the

concurrence of the Board, and shall carry out such other duties as may be assigned by the Board or the Policy Manual as adopted by the Board.

- B Vice-President The Vice-President shall act in the place and stead of the President when he is absent, unable or unwilling to act, and shall discharge such other duties as may be required of him by the Board.
- C. Secretary. The Secretary shall perform or cause to be performed the following secretarial duties: record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal and affix it on all papers requiring said seal, serve notice of meetings of the Board and Members; keep the appropriate current records showing the ownership of Lots and membership of the Association, together with their addresses, and shall perform such other duties as required by the Board or the Policy Manual as adopted by the Board.
- D. Treasurer. The Treasurer shall perform or cause to be performed the following financial activities: receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by a Resolution of the Board, sign all checks and promissory notes, cause an annual audit of the Association Books to be made at the completion of each fiscal year, prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of the budget and assessments adopted by the Board to each Member. The Treasurer shall perform such other duties as required by the Board or the Policy Manual as adopted by the Board.

#### Section IV: Salaries

All officers and directors of the Corporation shall serve without compensation. However, expenses may be reimbursed for unusual activities carried out on behalf of the Corporation. Any officer may receive compensation for services rendered to the Corporation in other than his/her official capacity.

#### Section V: Tenure, Removal, Vacancies

Each officer of the Corporation shall hold office for a term of at least one (1) year or until his/her successor is chosen and qualified in his/her stead or until death, resignation or removal from office. Any officer or agent elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board of Directors, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. If the office of any officer becomes vacant, for any reason, the vacancy may be filled by the Board of Directors.

### ARTICLE SEVEN COMMITTEES

#### Section I: Number

There shall be one (1) standing committee. Except as specified in Declaration, all of the Chairmen and Members of the standing committee shall be appointed by the President with the concurrence of the Board. Property ad hoc committees may be appointed by the President as the need may arise.

#### Section II: Architectural Control Committee

A Committee composed of up to six (6) persons who shall be responsible for approving or disapproving the design, location, details, color, texture, materials and specifications of all new construction, landscaping and tree removal and for any additions or modifications to buildings or lots. All decisions by the Committee shall be based on an adopted set of architectural and landscape guidelines. The Committee shall render consistent judgements based on these guidelines. Decisions of this Owner may be appealed to the Board by filing a notice thereof with the Secretary of the Board at least thirty (30) days in advance of a regularly scheduled meeting of the Board. Except that decisions made with respect to new construction on a vacant Lot may not be appealed to the Board.

This Committee may appoint a subcommittee, composed of Members outside the Committee to be responsible for approving or disapproving the design, location, details, color, texture, materials and specifications of all construction, landscaping and the removal as they relate to additions or modifications of buildings or lots.

### ARTICLE EIGHT GENERAL PROVISIONS

#### Section I: Fiscal Year

The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

#### Section II Indemnification

The Association shall indemnify any director, officer or employee or former director, officer or employee of the Association against expenses actually and necessarily incurred by him and any amount paid in satisfaction of judgments in connection with any action, suit or proceeding, whether civil or criminal in nature, in which he is made a party by reason for being or having been such a director, officer or employee (whether or not a director, officer or employee at the time such costs of expenses are incurred by or imposed upon him) except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of duty. The Association shall pay or cause to be paid to any director, officer or employee the reasonable costs of settlement of any such action, suite or proceeding. Such right of indemnification shall not be deemed exclusive of any other rights to which such director, officer or employee may be entitled by law or under any bylaw, agreement, vote of Members or otherwise.

#### ARTICLE NINE AMENDMENTS

These Bylaws may be altered or amended by a two-thirds (2/3) vote of Members voting in person or by proxy at a duly called regular or special membership meeting at which a quorum is present; provided, however that no amendment to these Bylaws shall be effective without the written consent of the chief executive employee of the Town of Flower Mound of Flower Mound.

#### SECTION ELEVEN: CHATEAU DU LAC HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

In order to carry out the mandates of this Declaration, the Declarant has adopted the following Rules and Regulations effective at the date of this Declaration. These Rules and Regulations have been adopted to more clearly define the intent of the above documents. The Rules and Regulations may be amended after the date of this Declaration, and the recitation of the initial Rules and Regulations below does limit or restrict the application of amendments, modifications or additions adopted after the date of this Declaration. The Owner must obtain a copy of the applicable Rules and Regulations from the Association and/or Declarant prior to purchasing a Lot to determine the actual Rules and Regulations in effect at the time of such purchase. They are intended to protect health, promote safety, preserve the natural environment, and to promote harmony and tranquility within the development. They will be enforced uniformly to all owners, tenants and guests. They are designed to affect only those activities of a common nature occurring on Common Areas and not to regulate the private and personal lives of the Members.

The Rules and Regulations are organized under the following broad categories:

- (1) Tenants
- (2) Common Open Space
- (3) General
- (4) Sanctions

##### (1) Tenants

Any Owner of a Lot with a home may lease the home and Lot to any person without approval by the Homeowners Association. However, the Association does have the following minimum requirements concerning tenants which must be followed. These requirements are set forth to assist tenants and to involve them in the life of the community and not to adversely affect an owner's right to lease property.

- A. Any Owner leasing their home must furnish the name and address of the tenant to the Association. The Owner must also furnish the new address of the Owner for Association records.
- B. The term of the lease shall not be less than 30 days.
- C. The lease form shall have a clause which states that the tenant shall abide by the Rules and Regulations, and the Architecture and Landscape Guidelines of the Association. The tenant also assumes responsibility for guests using Association property.

- D The Owner shall assume all responsibility for actions of tenants and guests. Therefore, a copy of the Rules and Regulations and the Architecture and Landscape Guidelines shall be furnished by the Owner to the tenant with the lease

### **(2) Common Open Space**

The wooded and natural open spaces are intended for the quiet and peaceful use of the owners, residents and guests. The intent is to preserve these areas for the enjoyment of the Members. The following regulations are designed to protect the trees, bushes, plants, animals, birds and others from harm or molesting by persons or pets.

- A The carrying or discharge of any firearms on common property is prohibited except for those specifically conducted by the Association. Firearms shall include rifles, shotguns, revolvers, air pistols, pellet guns, air guns of all kinds, bows and arrows, crossbows, traps and snares.
- B Firecrackers and fireworks are not permitted.
- C Trees, bushes, and shrubs shall not be defaced or cut down. The Association shall provide for the necessary maintenance as needed.
- D Open fires, burning charcoal or other flammable material is not permitted without express written approval from the Association.
- E Owners of pets are responsible for their actions on the open space. They shall be under control at all times so as not to bother, endanger or be a nuisance to animals, birds or persons using the open space.
- F No littering or depositing of refuse or grass clippings is permitted on the open space.
- G No motorized vehicles of any type are permitted on the open space including those as small as motor bikes or go-carts.
- H No swimming permitted in water areas, if any. The use of this area, if any, is limited to owners, tenants and their accompanied guests.
- I The landscaped entrance ways and signs at the entrances are maintained by the Association. No cutting is permitted of the plant material, no signs may be placed on the property and no defacing of the Subdivision sign or alterations to it are permitted. The adjacent fence and landscaping areas will also be maintained by the Association.

### **(3) General**

These Rules and Regulations apply throughout the community and are intended to promote the peaceful and tranquil lifestyle intended in the development. These rules and regulations are intended to permit freedom, while at the same time, protect privacy and enhance property values. The following are set forth with the above principles as a base.

- A. Pets are permitted as provided in the Declaration. However, the right to own and maintain a pet carries with it the responsibility to accept liability for actions by pets. The following rules apply to pets within the Property.
1. Dogs may not run loose.
  2. Dogs must be walked with a leash or under strict voice control within a distance of a leash.
  3. Dogs kept outdoors in a pen may not disrupt the neighborhood by continuous barking.
- B. Motor vehicle laws of the State of Texas and the Town of Flower Mound apply to all roads within the Property. These roads are used by pedestrians, bicycles and motor vehicles. Therefore, drivers are urged

to use caution. In order to provide safety, the Association will inform the Town of Flower Mound of repeated speeding or dangerous driving to assist in the protection of the community.

- C. Trash and garbage shall be in containers with a lid or strong plastic bag to stop animals and insects from entering, spreading litter or causing a health hazard. The containers shall not be left out in front yards for over 24 hours so as to be unsightly.
- D. Emergency auto repair or infrequent scheduled maintenance on motor vehicles performed in the rear driveway of one's residence is acceptable. Such repair or maintenance work shall not be performed on any street within the Property nor shall such work be performed on any unpaved area of any Lot located within the Property. Other automobile repairs which constitute more than scheduled maintenance items are disruptive of the quiet and peaceful goals of the Property and it shall not be permitted.

#### **(4) Sanctions**

In the spirit of community it is anticipated that these rules and regulations will be followed and adhered to by residents of the Property. The Association may remind residence of these rules and regulations from time to time for those who forget. However, willful flagrant violations by persons who repeatedly violate these rules and regulations will be subject to fines or sanctions or both as determined by the Board of Directors.

#### **SECTION TWELVE PROVISIONS APPLICABLE TO THE ADJOINING PROPERTY**

The following provisions of this SECTION TWELVE shall be applicable to the Adjoining Property and the Adjoining Property only.

- A. The Adjoining Property and each lot, if any, which may be subsequently platted on the Adjoining Property, is and shall be impressed with the following reservations, restrictions, covenants, conditions, easements and liens for the purpose of carrying out a general plan of development and maintenance of the Adjoining Property and the Property under a single scheme or plan of development and operation.

1. **Restrictive Provisions Applicable only to the Adjoining Property.** Each of the provisions, limitations, restrictions, reservations, covenants, conditions, easements and liens set forth in SECTIONS ONE, TWO, THREE, FOUR, FIVE, SIX, SEVEN AND NINE above in this Declaration shall respectively apply to the owner(s) of the Adjoining Property, the Adjoining Property and each lot, if any, which may be subsequently platted on the Adjoining Property in the same manner and to the same extent that such SECTIONS apply respectively to the Owners, the Property, and Lots on the Property, provided, however:

(a) With respect to and notwithstanding SECTION THREE, subsection B above in the Declaration, without the prior written consent of the Declarant, upon administrative approval from the Town of Flower Mound, the Adjoining Property may be divided into not more than two (2) platted lots, each of which is not less than four (4) acres in area net of all streets and right-of-way and which lots shall comply with the other applicable provisions of this SECTION TWELVE.

(b) With respect to and notwithstanding SECTION THREE, subsection C above in the Declaration, without the prior written consent of the Declarant and subject to compliance with all applicable ordinances of the Town of Flower Mound, not more than one cow or bull of typical livestock for each two acres of the Adjoining Property, not to exceed an aggregate total of six head of such livestock, may be kept and/or raised on the Adjoining Property, provided, however that in the event that the Adjoining Property is ever divided into two lots, 3 head of such livestock may be kept and/or raised on each lot which is in excess of four (4) acres in area, net of all streets and rights-of-way, but the aggregate total of such livestock on the Adjoining Property shall not exceed six (6) head.

(c) Notwithstanding anything to the contrary in SECTIONS TWO, THREE AND FOUR this Declaration, but subject to compliance with the requirements of SECTIONS FIVE AND NINE of this Declaration and subject to compliance with all applicable ordinances of the Town of Flower Mound, in addition to other permitted improvements on the Adjoining Property, one residential Living Unit structure,



one guest house, one detached barn, one pond, a swimming pool and one attached or detached garage may be constructed each lot on the Adjoining Property, and the existing cabin on the Adjoining Property may remain or be relocated within the boundaries of the Adjoining Property, and, unless reasonably determined by the ACC to materially interfere with or conflict with the harmony of planned and existing structures on Lots in Phase II, such improvement may "front" in any direction selected by the owner of the Adjoining Property.

(d) With respect to and notwithstanding SECTION FOUR, subsection I above in the Declaration, without the prior written consent of the Declarant and subject to compliance with all applicable ordinances of the Town of Flower Mound, no principal residential Living Unit structure shall be erected on any portion of the Adjoining Property containing less than 4,500 square feet of principal living area. The term "principal living area", as that term is used herein, shall mean the floor area of the residential air conditioned portion of the residence which is intended for dwelling only, and does not include the floor area of any outbuildings, porches, garages, carports, basements or attics.

(e) With respect to and notwithstanding SECTION FOUR, subsection G above in the Declaration, without the prior written consent of the Declarant, The owner of the Adjoining Property shall have twenty-four (24) months from date of commencement of construction to complete the principal Living Unit on the Adjoining Property, unless such time is otherwise expressly extended by the Committee.

(f) With respect to and notwithstanding SECTION FOUR, subsection Q and the provisions of SECTION NINE dealing with landscaping and underground sprinkling, above in the Declaration, without the prior written consent of the Declarant, (i) each lot on the Adjoining Property on which a Living Unit is constructed shall meet the landscaping and sprinkling requirements of this Declaration on the portions of such lots within a reasonable distance (as reasonably determined by the Committee) of the residence, pool and appurtenant residential structures and residential outbuildings only, but such landscaping and sprinkler requirements shall not apply to areas of the Adjoining Property devoted primarily to agricultural or livestock raising purposes in compliance with this Declaration, and (ii) fencing consisting of wire on sawn wood posts or metal posts or fencing of other materials approved by the Committee for agricultural purposes may be used on the portions of the Adjoining Property devoted primarily to agricultural or livestock raising purposes in compliance with this Declaration.

(g) With respect to and notwithstanding SECTION FOUR, subsection B and the provisions of SECTION NINE, subsection C II.a dealing with building setback lines above in the Declaration, but without reducing the minimum yard/setback requirements of the Town of Flower Mound and any plat of the subject property, the minimum setback/yard requirements for any structure on the the Adjoining Property are as follows: (i) the minimum setback or yard from the east property line of the Adjoining Property is forty feet (40'), (ii) the minimum setback or yard from the west property line of the Adjoining Property is twenty-five feet (25'), and (iii) the minimum setback or yard from each property line of the Adjoining Property to any barn, storage structure or accessory building which is agricultural in nature is forty feet (40').

(h) With respect to amendments to this Declaration affecting the Adjoining Property, See SECTION EIGHT, subsection D above in this Declaration.

2. **Assessments and Membership Matters.** Except as to the annexation of the Adjoining Property into the Property, if any, under the provisions of SECTION TWO above, the Adjoining Property shall not be subject to the payment of special or regular assessments, and the owner of the lot(s) on the Adjoining Property shall not be entitled to representation on or membership in the Association.

3. **Use of Common Areas and Amenities.** The original owner of the Adjoining Property (and his/her spouse, children, in-laws, parents, and, to the extent permitted for Lot Owners, guests) shall be entitled to all easements, rights, privileges and benefits in and to the Common Areas and other assets of the Association, including but not limited to the security services at the Property entrance, easement and right of use of the access gates and roadways in and on the Property which are held for the benefit of all of the Owners and the concierge services to the extent available to the Owners, provided, however, that if and when the Adjoining Property is platted into more than one lot (the lot in accordance with the provisions of this Declaration and the ordinances of the Town of Flower Mound, the provisions of SECTION TWO, subsection C shall be applicable to annex the new lot into the Property).

4 **Enforcement Rights of Adjoining Property Owner.** The owner of any portion of the Adjoining Property shall have the standing and power to seek enforcement and shall be entitled to the same remedies and any Owner, but only with respect to any matter, easement, right, privilege, restriction, covenant and condition which is applicable to both such owner's portion of the Adjoining Property and the Property.

Pursuant to the power and authority granted and reserved unto Declarant in the Original Declaration (defined below), this First Amended and Restated Declaration of Restrictions, Covenants and Conditions of Chateau du Lac is executed and given in amendment and restatement and supercedes of that certain original Declaration of Restrictions, Covenants and Conditions of Chateau du Lac (the "Original Declaration") dated March 19, 2001, executed by Declarant and recorded at Volume 4807, Page 3176 Real Property Records of Denton County, Texas

DATED AND EFFECTIVE THE 6<sup>th</sup> DAY OF April, 2004.

**DECLARANT:**

**CHATEAU GROUP I, LTD., a Texas Limited Partnership**

By. USM Capital, LLC, a Texas limited liability company, its  
general partner

By

Gary Hazlewood, managing member

**CHATEAU GROUP II, LTD., a Texas Limited Partnership**

By. USM Capital, LLC, a Texas limited liability company, its  
general partner

By

Gary Hazlewood, managing member

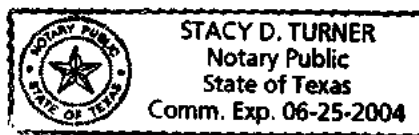
STATE OF TEXAS

§

COUNTY OF TARRANT

§

THIS instrument was acknowledged before me this 6<sup>th</sup> day of April, 2004 by Gary Hazlewood, managing member of USM Capital, LLC, in its capacity and acting on behalf of Chateau Group I, Ltd, a Texas limited partnership, Declarant of Chateau du Lac Phase I.



Stacy D. Turner  
Notary Public, State of Texas  
My Commission Expires

STATE OF TEXAS

§  
§  
§

COUNTY OF TARRANT

THIS instrument was acknowledged before me this 6<sup>th</sup> day of April, 2004 by Gary Hazlewood, managing member of USM Capital, LLC, in its capacity and acting on behalf of Chateau Group II, a Texas limited partnership, Declarant of Chateau du Lac Phase II.



Stacy D. Turner  
Notary Public, State of Texas  
My Commission Expires

EXHIBIT "A"

STATE OF TEXAS

COUNTY OF DENTON

WHEREAS, TRIPLE T FARMS, LTD. acting by and through the undersigned, its duly authorized agent, is the sole owner of a tract of land located in the J.M. Ruiz Survey, Abstract No. 1084, and the N.S. Hazelton Survey, Abstract No. 548, Town of Flower Mound, Denton County, Texas, according to the deed recorded in Volume 4600, Page 2725 of the Deed Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a Corps of Engineers concrete monument with brass cap found in the north line of said Hazelton Survey and the south line of said Ruiz Survey; said monument also being in the west line of said Tract I and also being the southeast corner of a tract of land conveyed to Chateau Capital Investments, Inc. as recorded in Volume 4002, page 716, DRDCT; said monument also being in a north line of Grapevine Lake conveyed to United States of America;

THENCE N 00° 34' 27" E, 1012.30 feet along the west line of said Tract I and the east line of said "Chateau" tract to a 1/2 inch iron rod set with plastic cap stamped "Landes & Assoc." (hereinafter all 1/2 inch iron rods set are so marked);

THENCE S 89° 25' 35" E, 377.58 feet to a 1/2 inch iron rod set;

THENCE S 00° 34' 27" W, 1283.71 feet to a 1/2 inch iron rod set in the south line of said Tract I and the north line of Grapevine Lake;

THENCE along said south line of said Tract I and the north line of said Grapevine Lake the following 2 courses and distances: N 80° 34' 14" W, 189.13 feet to a Corps of Engineers concrete monument with brass cap found and N 76° 40' 07" W, 222.40 feet to a 1/2 inch iron rod set at the southwest corner of said Tract I;

THENCE N 02° 45' 25" E, 131.11 feet along the east line of said Tract I and along said Grapevine Lake tract to the POINT OF BEGINNING and containing 10.400 acres of land.

*To be known as*

Lot 1, Block 1  
CHATEAU du LAC, PHASE III

an addition to the Town of Flower Mound, Denton County, Texas.

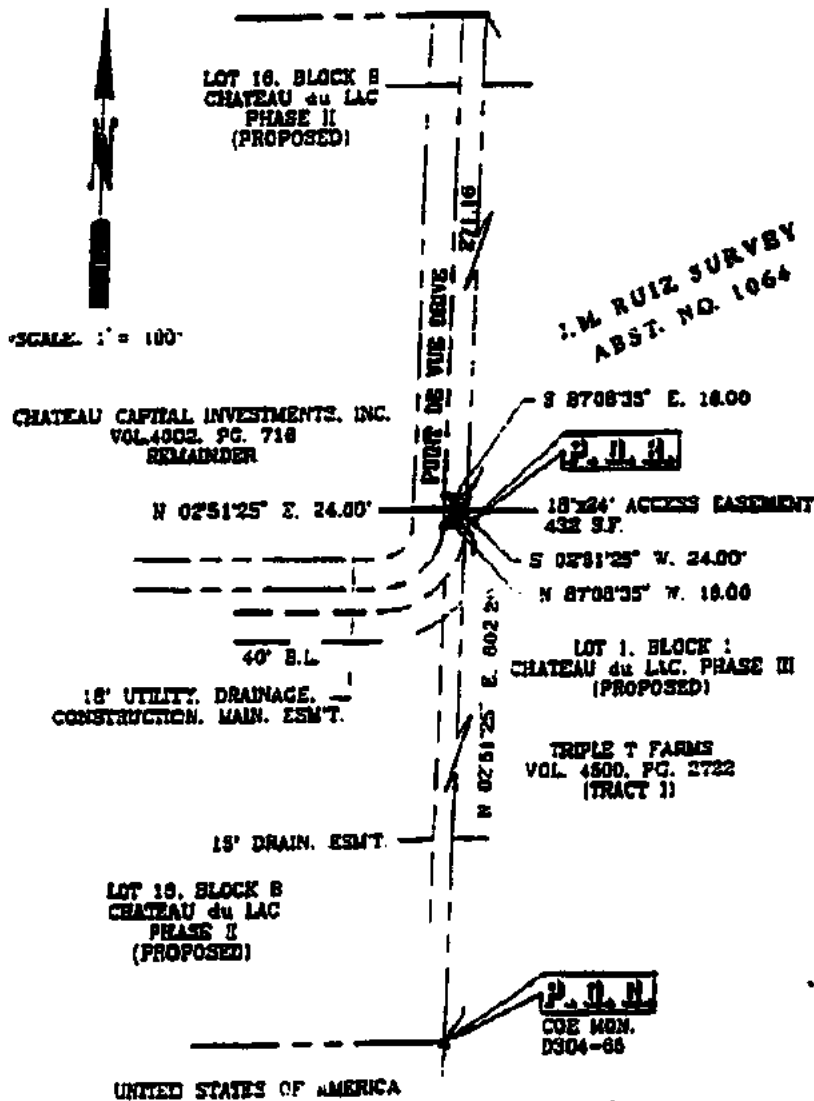
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### 24' WIDE ACCESS EASEMENT

SITUATED IN THE J.M. RUIZ SURVEY, ABSTRACT NO. 1064, DENTON COUNTY, TEXAS  
AND BEING A PORTION OF PROPOSED LOT 18, BLOCK B, CHATEAU DU LAC, PHASE II,  
AN ADDITION TO THE CITY OF FLOWER MOUND, DENTON COUNTY, TEXAS.

**NOTE:**

THE BEARING CONTROL LINE IS THE EASTERLY LINE OF VOLUME 4008, PAGE 718, DEED RECORDS OF DENTON COUNTY, TEXAS.



*James G. Ferguson* 1/9/2001  
JAMES G. FERGUSON, R.P.L.S. NO. 1858



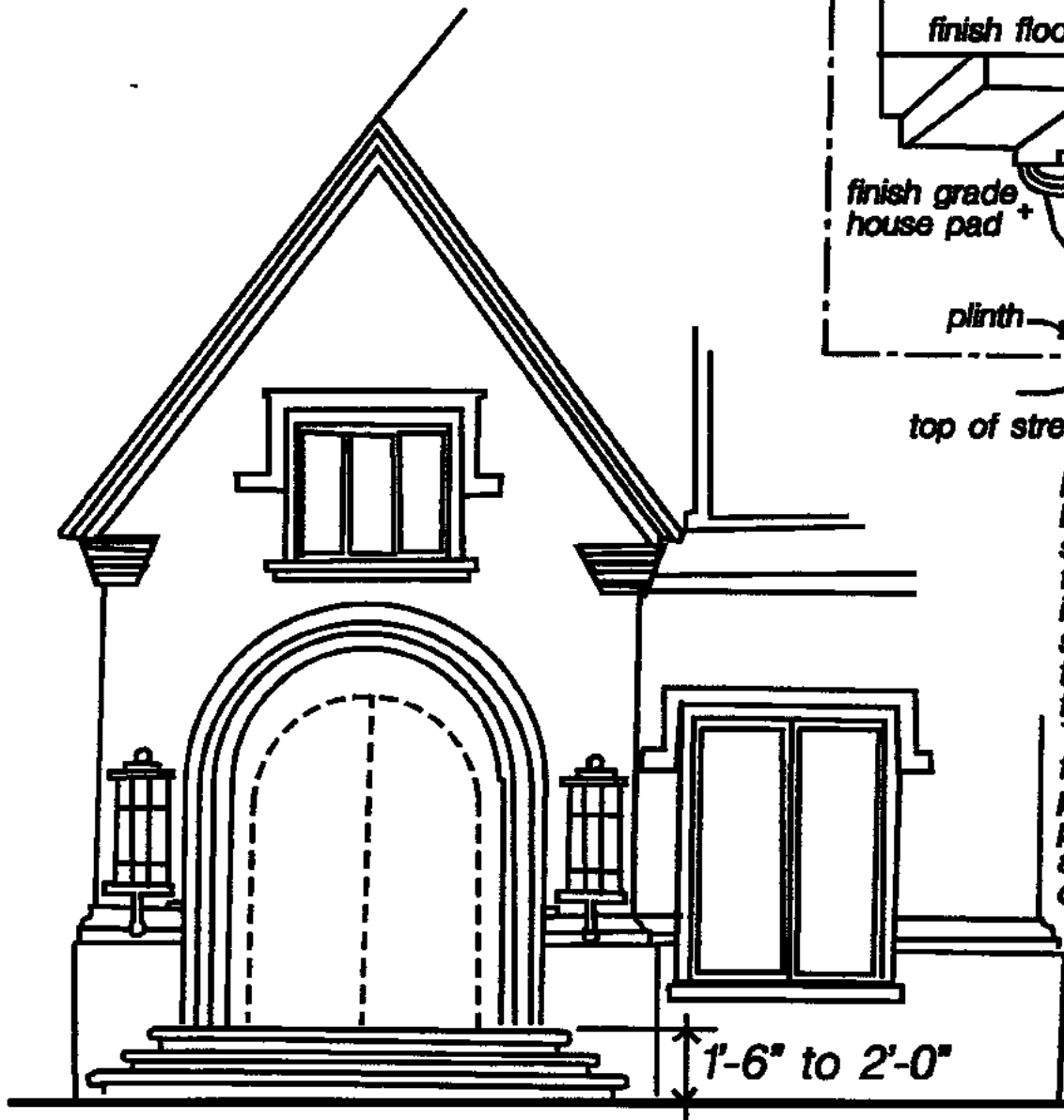
LARRY & ASSOCIATES, INC.  
SURVEYING PROFESSIONAL LAND SURVEYORS



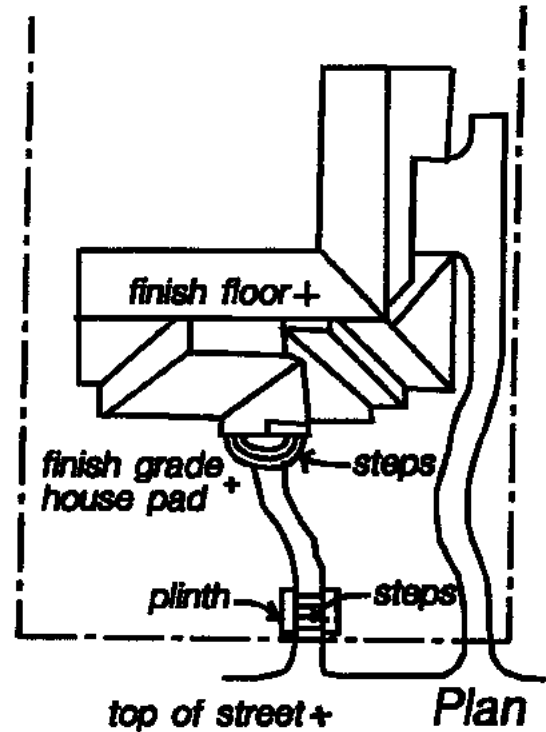
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# Elevation First Floor

The elevation of the first floor level finished floor shall be 1'-6" - 2'-0" above finished grade at the front entry by the house.



Elevation

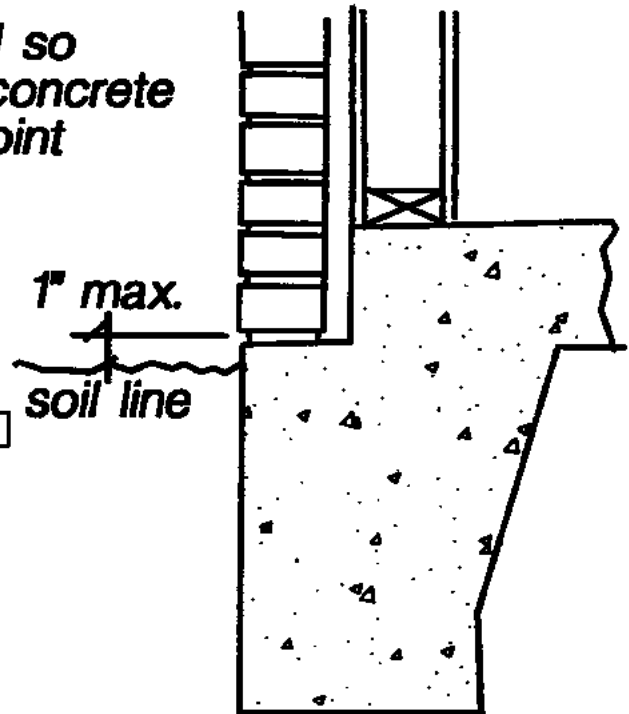
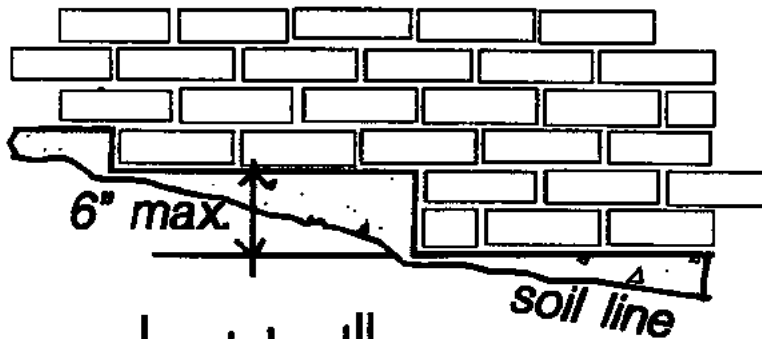


If the difference between the top of street and the house finished pad grade is greater than 18", steps shall be built to adjust the walk to slightly sloping. The steps shall be flanked by retaining plinths. These plinths shall have a minimum width of 16".

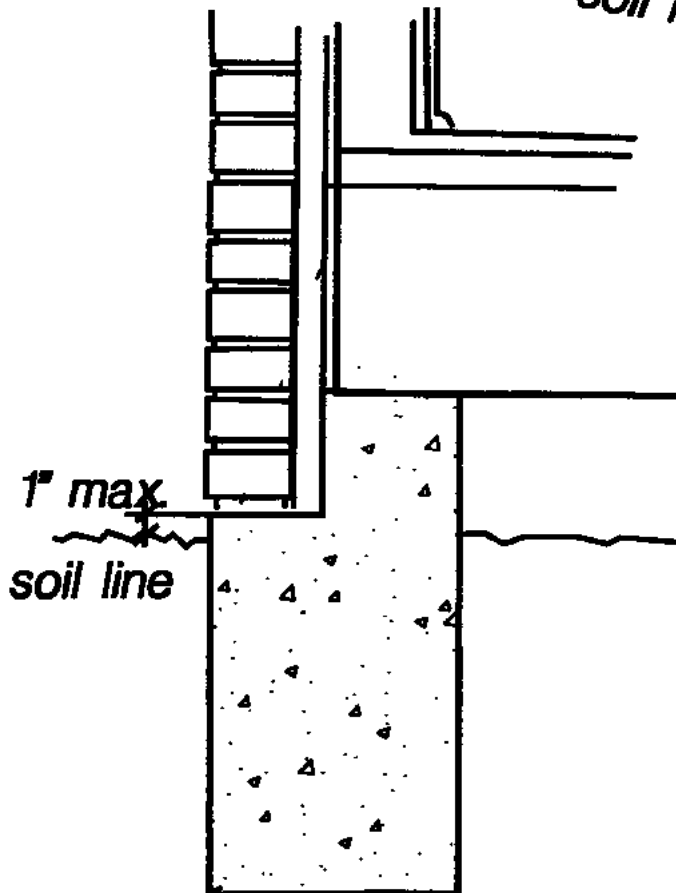
Graphic A

# Grade at Foundation

*Where the grade is sloping, the masonry ledge shall be stepped so that no more than 6 inches of concrete is visible above grade at any point along the foundation line.*



**Slab Foundation**

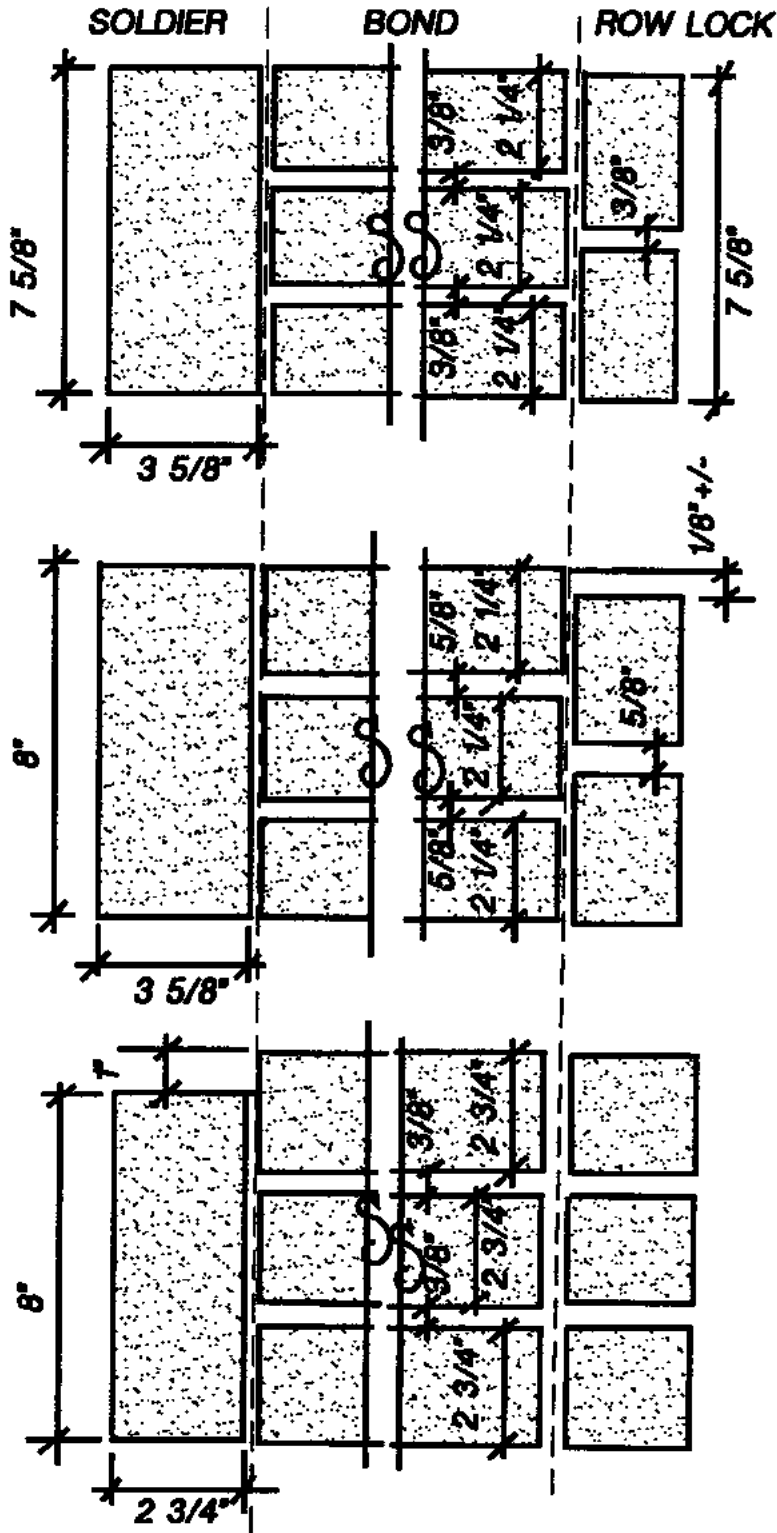


**Pier and Beam Foundation**

*Foundation concrete shall not be visible above the finished grade of the soil line.*

*Design in brick ledges or stone ledges for all foundation conditions.*

# Brick Modules



**MODULAR:** Modules with soldier running bond and row lock with standard mortar joint

Acceptable

**STANDARD:** Bond modules with soldier only. Requires a "larger" than normal mortar joint

NOT acceptable unless approved by the A.C.C.

**QUEEN:** Bond modules with row lock only. Requires normal mortar joint

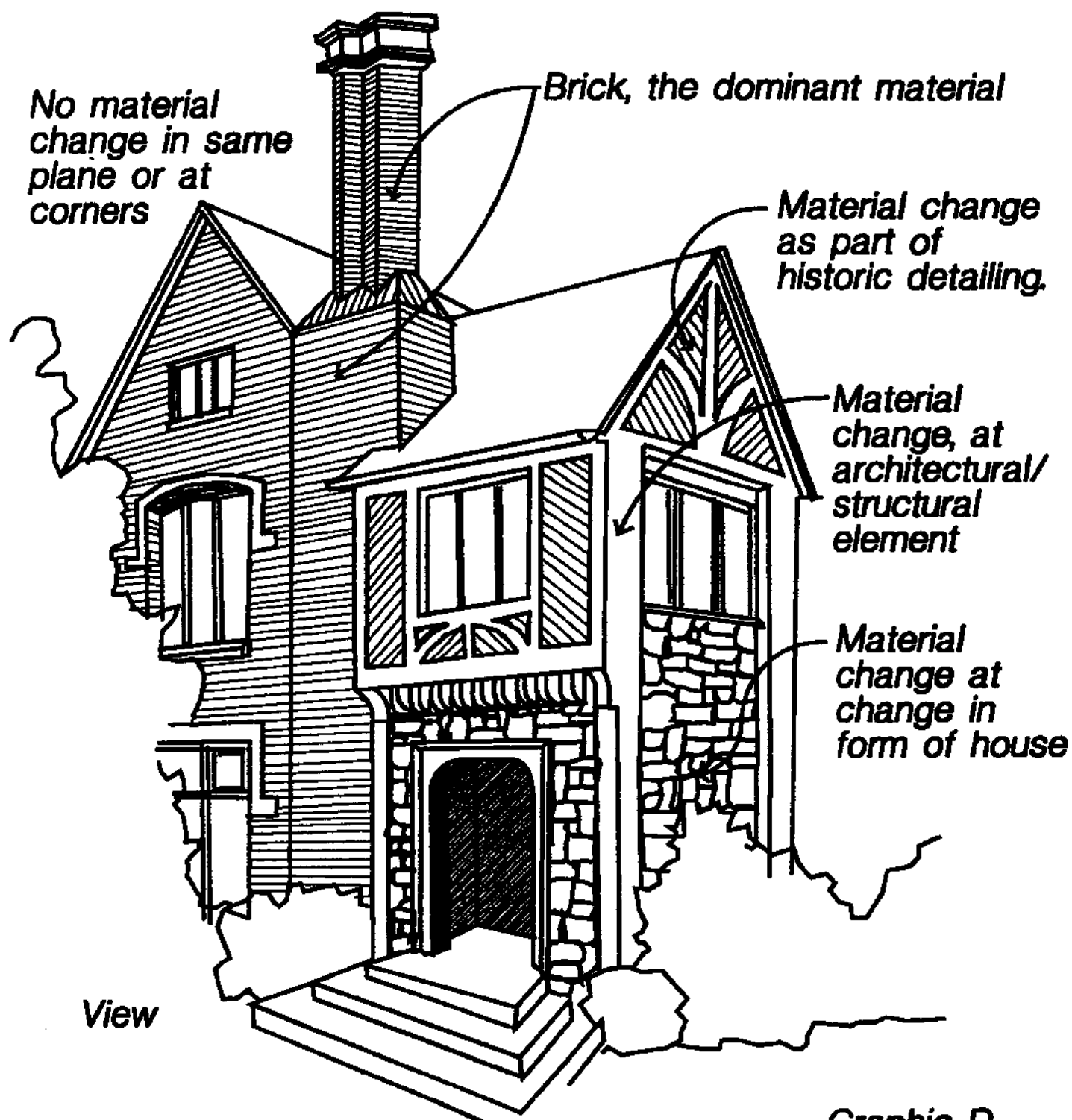
Acceptable in modular combinations

The brick used for Chateau du Lac shall be a modular brick, Queen size brick may be used in its modular combinations.

Graphic C



# Brick the Dominant Material



Graphic D

# Window Lines

To maintain the sense of order and purposeful design, it is important that the windows of an elevation have a common reference "line" that addresses the sill or head of the windows.

Windows maybe lower than the reference line on the first floor if the water table or belt course is provided.

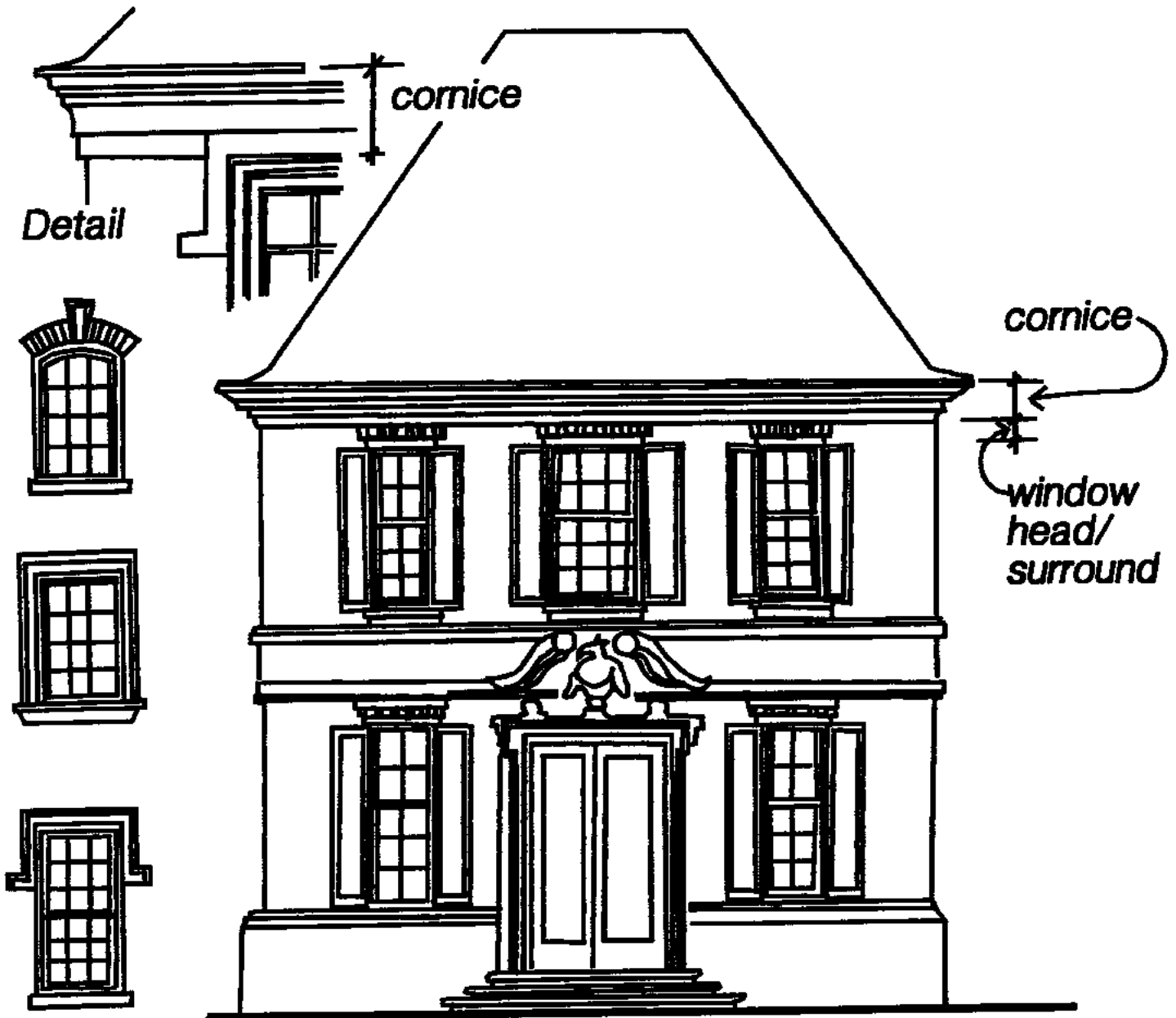


Windows in baths, laundries, closets and kitchens which must have raised sill heights, shall be provided by window units that do not have a bottom sill. These windows include round, elliptical, octagonal or square decorative window units.

Graphic E

# Windows at Cornice Line

*All windows shall be below the cornice detail. Windows may abut the cornice detail or be engaged with it if the design of the window surround modulates with the banding or detailing of the cornice.*

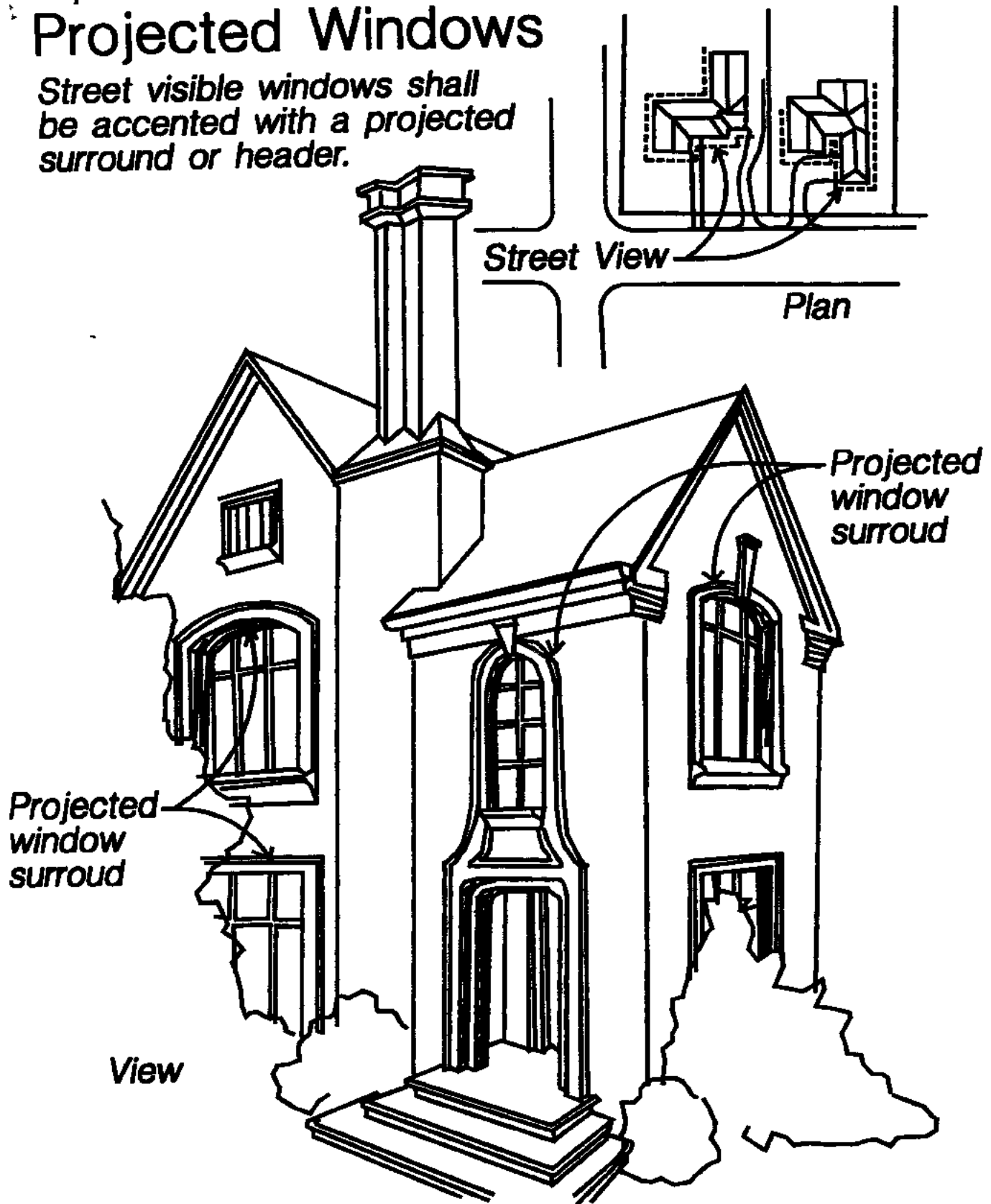


*Elevation*

*Graphic F*

# Projected Windows

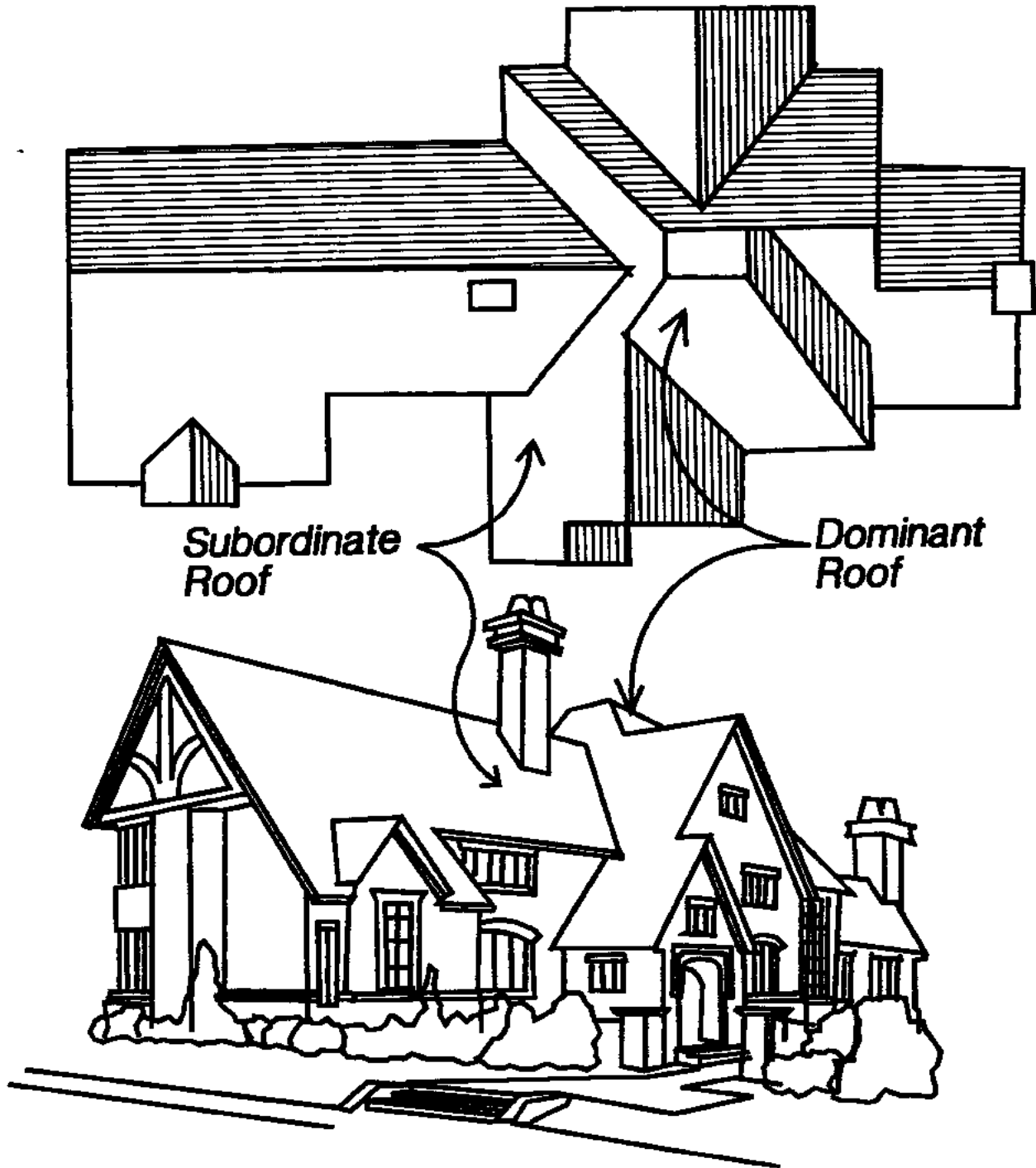
*Street visible windows shall be accented with a projected surround or header.*



*Graphic G*

# Roof Massing

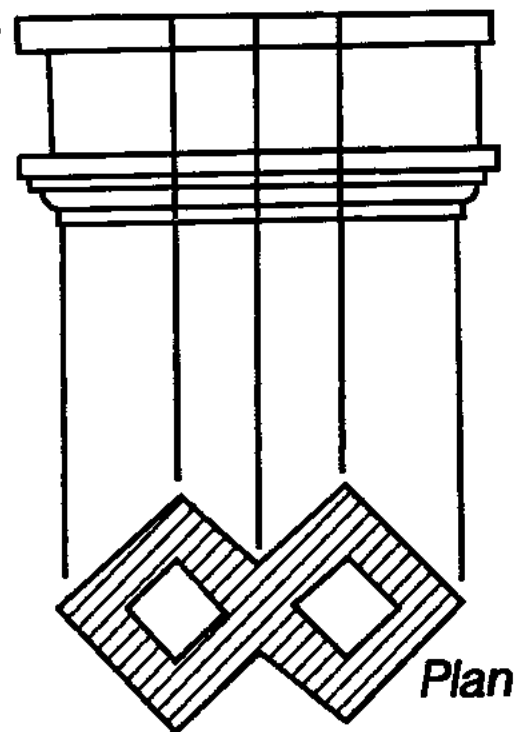
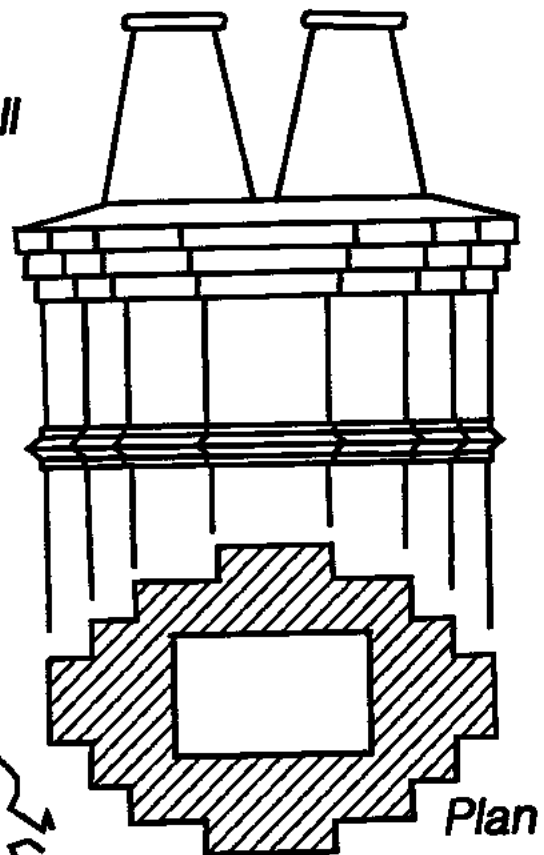
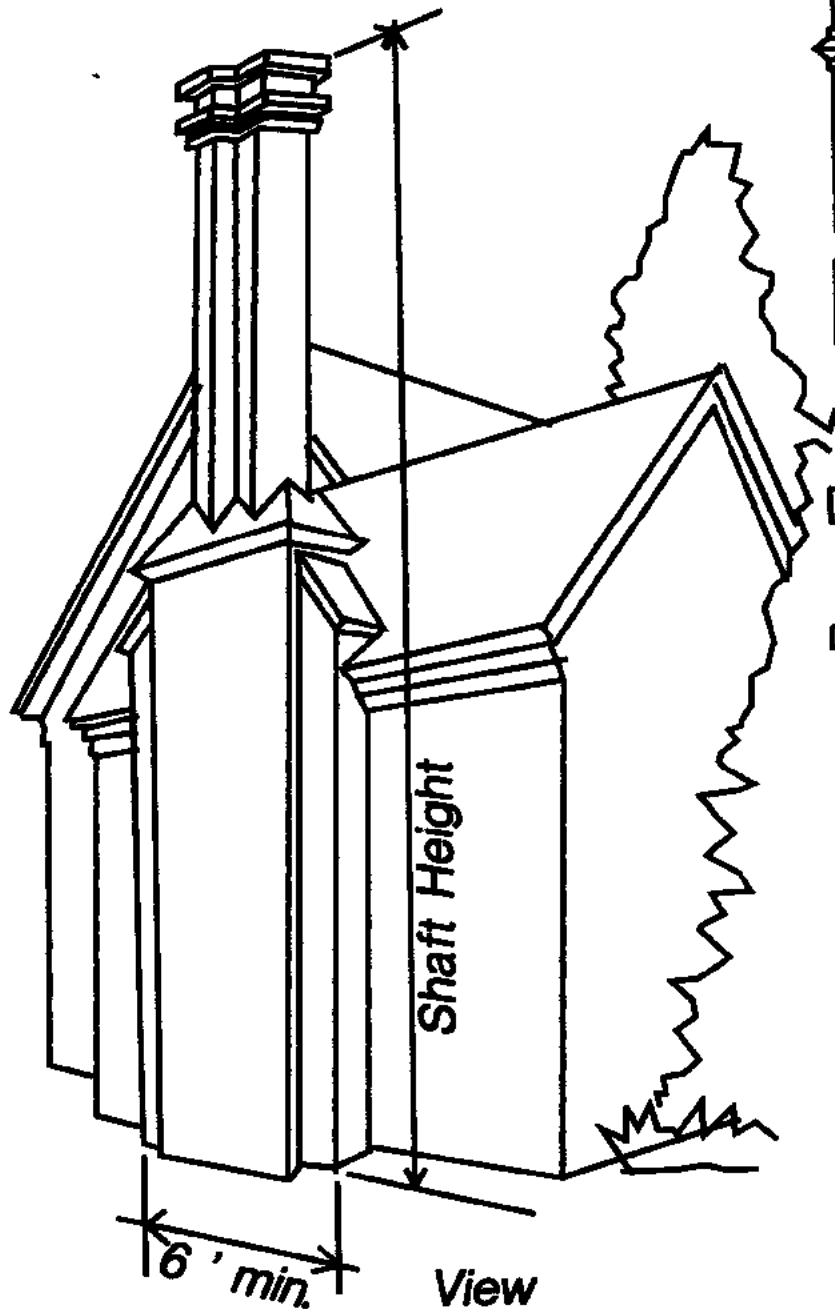
*To the extent possible, roofs shall be massed with an orderly sequence of subordinate roofs extending from a dominant roof mass.*



*Graphic H*

# Chimney Design

*When ever possible, chimneys shall be used to enhance architectural variety. The shaft of the flu shall be distinctively detailed so that the chimney has a complexity in plan as well as elevation.*



Graphic J

# Entry and Dominant Roof Mass

*The architectural form which embodies the entry shall be the dominant roof mass (A) or engaged by the dominantat roof mass (B).*

A.

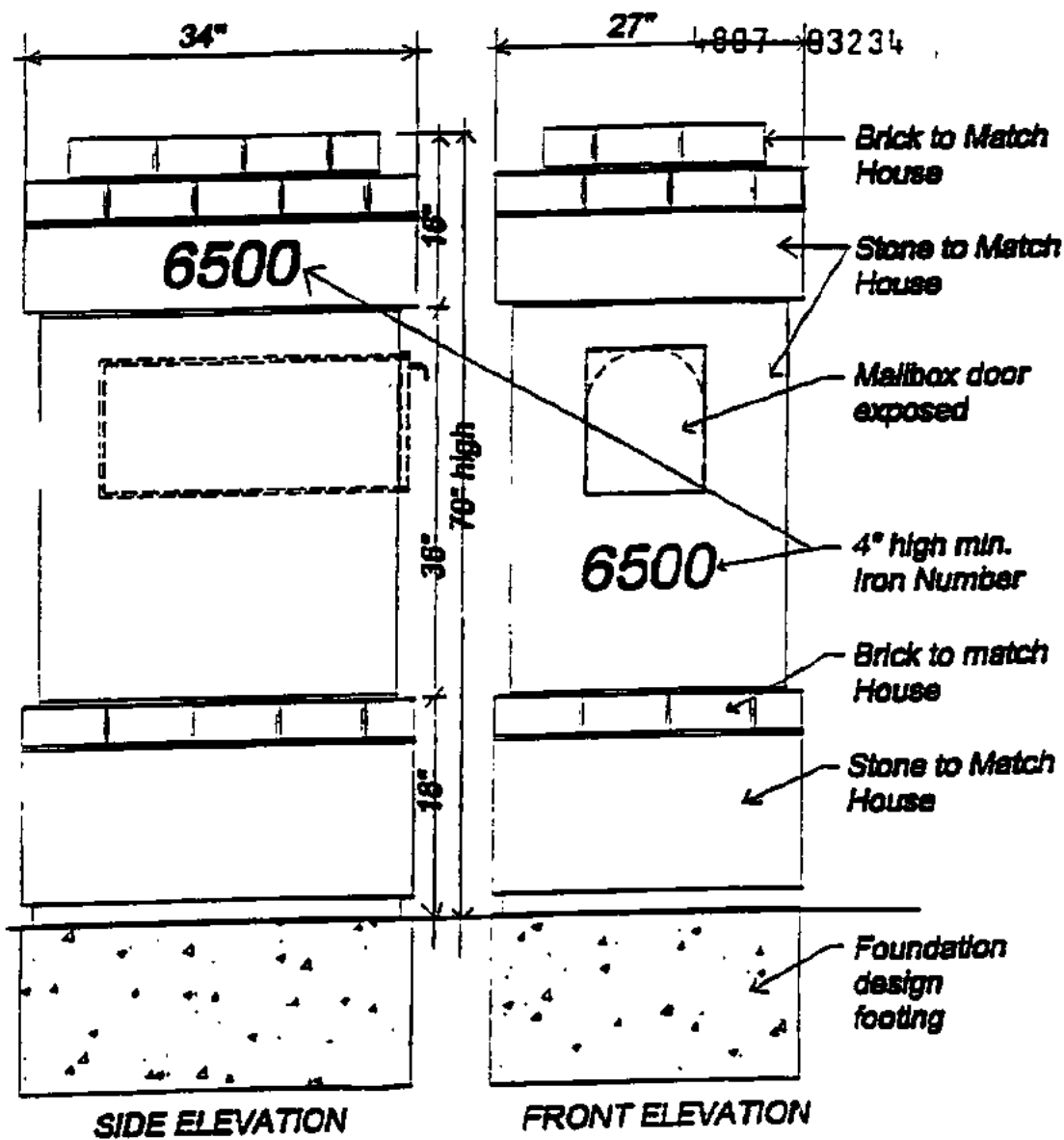


B.



Dominant  
Roof Mass

Graphic K



"-0" scale

Chateau du Lac  
Design Guidelines

May use \*Mailkeeper type box  
Paint exposed box to match Stone  
Stone may match house of Main Entry