

AFTER RECORDING RETURN TO:

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**DECLARATION OF COVENANTS,
CONDITIONS AND
RESTRICTIONS**

FOR

VAN BUREN ESTATES

Declarant: VAN BUREN ESTATES, LLC, a Texas limited liability company.

This Declaration of Covenants, Conditions and Restrictions for Van Buren Estates may be used only in connection with the residential community known as Van Buren Estates, located in the City of Weston, Collin County, Texas and the operation of Van Buren Estates Homeowners Association, Inc.

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VAN BUREN ESTATES**

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VAN BUREN ESTATES (this “Declaration”) is made and entered by VAN BUREN ESTATES, LLC, a Texas limited liability company, hereinafter called “Declarant”.

RECITALS

A. Declarant is the owner of that certain real property known as Van Buren Estates, located in the Leonidas Wilson Survey, Abstract 982, Collin County, Texas, and according to the plat recorded as Instrument No. 20171129010005580, in the office of the County Clerk of Collin County, Texas (the “Property”).

B. Declarant desires to place certain easements, covenants, conditions and restrictions upon the Property in order to establish a uniform plan for the development, improvement and sale of the Property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of residential lots in said Property.

C. Declarant desires to provide for a flexible and reasonable scheme for the overall development of the Property and to establish a method for the administration, maintenance, preservation, use, and enjoyment of the Property.

D. Declarant intends to create an Association to have, exercise and perform on behalf of, and as agent for, the Owners, the rights, duties and functions set forth in this Declaration, including, but not limited to, (i) the maintenance of certain portions of the Property and improvements thereon, (ii) the assessing, collecting and disbursing of Assessments (as hereinafter defined) provided for herein, (iii) the operating and maintaining of Common Properties and (iv) the appointment of an Architectural Control Committee to enforce the protective covenants contained herein and to review and approve or disapprove plans for improvements and modifications to improvements to be constructed on Lots within the Van Buren Estates subdivision.

NOW, THEREFORE, Declarant does hereby adopt, establish and impose the following easements, covenants, conditions, and restrictions upon the Property, and any additional property, which may hereafter be added and/or subjected to the provisions of this Declaration, which shall constitute covenants running with the land as to such Property. Declarant hereby declares that the Property and any additional property that may subsequently be added to and subjected to this Declaration shall be held, transferred, sold, conveyed, leased, occupied and used subject to the following covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of the Property, shall run with the real property subjected to this Declaration, and

shall be binding on all parties having or acquiring any right, title, or interest in the described Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Unless otherwise defined in this Declaration, the following words when used in this Declaration (unless the context shall otherwise clearly indicate or prohibit) shall have the following meanings:

1.01 “Architectural Control Committee” or “the ACC” shall have the meaning set forth in Section 7.01 hereof.

1.02 “Assessment” or “Assessments” shall have the meaning set forth in Section 3.01 hereof.

1.03 “Assessment Lien” shall have the meaning set forth in Section 3.08 hereof.

1.04 “Association” shall mean the non-profit corporation to be created under the laws of the State of Texas under the name “Van Buren Estates Homeowners Association, Inc.” or such other name as is selected by Declarant or Declarant's successors. Until transition of the Association, Declarant shall have all of the rights, powers, and authority of the Association, but not the obligations of the Association unless specifically assumed herein. The failure of the Association to maintain its corporate charter, from time to time, does not affect the existence or legitimacy of the Association, which derives its authority from this Declaration, the Certificate, the Bylaws, and applicable law.

1.05 “Association Documents” shall mean the Certificate of Formation (herein so called) and the Bylaws (herein so called) of the Association, as amended and modified from time to time, and the resolutions and certifications adopted by the Association from time to time.

1.06 “Board” shall mean the board of directors of the Association as elected from time to time pursuant to the Association Documents.

1.07 “City” shall mean the City of Weston, Texas.

1.08 “Class A Members” shall have the meaning set forth in Section 2.04(a) hereof.

1.09 “Class B Member” shall have the meaning set forth in Section 2.04(b) hereof.

1.10 “Common Expenses” shall have the meaning set forth in Section 3.02 hereof.

1.11 “Common Properties” shall mean the following:

a) Any and all greenbelt areas, landscape easements, floodways, creeks, drainage ways, open spaces or other similar areas as shown on the Plat (as hereinafter defined) of the Property, whether within or surrounding or along the boundaries of the Property, including, any portions thereof lying within or beneath a pond, lake, floodway or flood plain access easement;

b) Any other property or improvements for which Declarant and/or the Association have or may hereafter become obligated to maintain, improve or preserve;

c) The Entry Areas (as hereinafter defined) and any land near or adjacent to the Property entrances on which Declarant and/or the Association is granted or reserved any easement for any purposes whatsoever, including, but not limited to, maintaining, repairing, and/or replacing various structures or other improvements including monument signs, lighting, and/or irrigation systems located on Block A, Lots 16, 31, 65, 52, 90A, 43 and 32;

d) Any and all landscaping, walls, planters, pillars, entry ways, walkways, berms, ledges, sprinkler systems, tree wells, retaining walls (if any), signs, wood structures, markers, lights, lighting systems, poles, flags, water features, fountains and any other improvements installed by Declarant or the Association on any Common Properties, and all equipment, accessories, utilities and machinery used in the operation or maintenance of any of the Common Properties; and

e) Any other fixtures, structures or improvements installed by Declarant or the Association on any Lots within the Property and which are not expressly made the responsibility of the Lot Owner pursuant to the provisions of this Declaration.

1.12 “Common Service” or “Common Services” shall mean such services provided from time to time by Declarant or the Association, or obtained by the Association on behalf of and for the common benefit of the Owners that have been approved by the Board and/or by the Members (as hereinafter defined) at a meeting at which a Special Quorum (as hereinafter defined) was present as provided in Section 2.04(b) hereof.

1.13 “Declarant” shall mean Van Buren Estates, LLC, a Texas limited liability company and its successors and any assignee of Declarant to whom Declarant, by instrument recorded in the Real Property Records of Collin County, Texas, expressly assigns all of Declarant's rights and obligations as Declarant under this Declaration. No Person (as hereinafter defined) purchasing one (1) or more Lots shall be considered as “Declarant”, unless Declarant makes the express and specific assignment as referenced in the immediately preceding sentence.

1.14 “Declaration” shall mean this Declaration of Covenants, Conditions and Restrictions for Van Buren Estates, and all amendments, supplements, and modifications thereto, filed of record in the Real Property Records of Collin County, Texas.

1.15 “Default Rate of Interest” shall mean the lesser of (i) eighteen percent (18%) per annum, or (ii) the maximum allowable contract rate of interest under applicable law.

- 1.16 “Easement Areas” shall mean any easements as shown on the Plat.
- 1.17 “Entry Areas” shall mean those Common Properties as shown on the Plat, if any, or as described in Subsection 1.11(c) of this Article along, near or adjacent to the Property entrances and such other entrance(s) as may be created in the future.
- 1.18 “Lot” or “Lots” shall mean the single family residential lots as shown on the Plat, as amended from time to time, and designated as a “Lot” thereon and as shown on the Plat; provided, however, that the term “Lot” or “Lots” as used in this Declaration shall not include any lots and/or areas, if any, as may be designated in the future as common properties.
- 1.19 “Maintenance Agreement” shall mean, whether one (1) or more, any and all agreements, if any, which may be hereafter entered into between Declarant or Association and any other party regarding maintenance responsibility for any maintenance item. Such Agreement shall be recorded in the Real Property Records of Collin County, Texas, if intended to run with the land.
- 1.20 “Member” or “Members” shall mean each Owner of a Lot.
- 1.21 “Mortgagee” shall have the meaning set forth in Section 9.09 hereof.
- 1.22 “Notice of Unpaid Assessments” shall have the meaning set forth in section 3.08 hereof.
- 1.23 “Owner” or “Owners” shall mean each and every Person who is a record owner of a fee or undivided fee interest in any Lot; provided, however, “Owner” shall not include Persons who hold an interest in a Lot as security for the performance of an obligation.
- 1.24 “Plans” shall have the meaning set forth in Section 7.03 hereof.
- 1.25 “Plat” shall mean the final plat of Van Buren Estates, an addition to the City of Weston, Texas”, as recorded in the Plat Records of Collin County, Texas, pertaining to the Property.
- 1.26 “Per Lot Regular Assessment Amount” shall have the meaning set forth in Section 3.02 hereof.
- 1.27 “Person” or “Persons” shall mean any natural person, corporation, partnership, trust or other legal entity.
- 1.28 “Property” shall mean the real property situated in the City of Weston, located in Collin County, Texas, more particularly known as Van Buren Estates, and according to the plat recorded as Instrument No. 20171129010005580, in the office of the County Clerk of Collin County, Texas, and such additional real property as may be included in the Property by Declarant in the future. See Exhibit A, attached and incorporated herein by reference.
- 1.29 “Regular Assessments” shall have the meaning set forth in Section 3.02 hereof.

- 1.30 “Regular Quorum” shall have the meaning set forth in section 2.04(c) hereof.
- 1.31 “Special Member Assessments” shall have the meaning set forth in section 3.04 hereof.
- 1.32 “Special Purpose Assessments” shall have the meaning set forth in section 3.03 hereof.
- 1.33 “Special Quorum” shall have the meaning set forth in Section 2.04(b) hereof.
- 1.34 “Violation Fine” shall have the meaning set forth in Section 9.11 hereof.

ARTICLE II PURPOSE, MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

2.01 Purpose of the Association. The Association shall have and exercise the rights, and shall perform the functions of, the Association for the benefit of, and as agent for, the Owners as set forth in this Declaration.

2.01A Ordinances. Ordinances and requirements imposed by local governmental authorities are applicable to all Lots within the Property, including City of Weston Ordinance 2006-07-01, as amended. Compliance with the Declaration is not a substitute for compliance with Applicable Law. Please be advised that the Declaration do not purport to list or describe each restriction or ordinance or regulation which may be applicable to a Lot located within the Property. Each Owner is advised to review all ordinances, requirements, regulations and encumbrances affecting the use and improvement of their Lot prior to submitting plans to the ACC for approval. Furthermore, approval by the ACC should not be construed by the Owner that any Improvement complies with the terms and provisions of any ordinances, requirements, regulations, or encumbrances which may affect the Owner’s Lot. Certain encumbrances may benefit parties whose interests are not addressed by the ACC.

2.02 Membership. Every Owner (including Declarant) shall automatically be and must remain a Member of the Association so long as such Person is an Owner. The membership of a Person in the Association shall terminate automatically whenever such Person ceases to be an Owner, except that such termination shall not release or relieve such Person from any liability or obligation arising under this Declaration during such Person's period of ownership. Any transfer of title to a Lot shall operate automatically to transfer membership in the Association appurtenant to such Lot to the new Owner of such Lot.

2.03 Voting Rights. The Association shall have the following two (2) classes of voting membership:

(a) CLASS A: “Class A Members” (herein so called) shall be all Members other than Declarant, except as provided in Section 2.04(b) hereof. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership commencing with the first annual or special meeting after Declarant turns over control of the Association as provided in Section 2.04(b) hereof. If any Lot is owned by more than one (1) Owner, the number of votes

attributable to such Lot still shall be one (1) and such one (1) vote may be cast only if all of the Owners owning such Lot, prior to the time of the vote in question, have delivered to the Association a written agreement as to how such vote is to be cast or a written designation of one (1) of such Owners to cast the vote attributable to such Lot. Any Owner who is not an individual must designate, upon request of the Board, a representative to act for such Owner in Association matters and to cast the vote of such Owner, such designation to be made in writing to the Board.

(b) CLASS B: The sole "Class B Member" (herein so called) shall be Declarant. The initial Board of Directors reflected in the Certificate of Formation of the Association shall govern the affairs of the Association, as set forth herein and in the Bylaws of the Association, until the 120th day after 75% of the Lots are conveyed to a Class A Member, when one-third of the Board must be elected by the Lot Owners. Prior to that time, the Declarant shall have the right to change one or more Directors. The Class B membership shall cease at such time as Declarant and Declarant's affiliates together no longer own a Lot subject to this Declaration or when Declarant determines in its sole discretion to terminate the Class B Membership. Lots sold to a builder (means any person or entity who purchases one (1) or more Lots for the purpose of constructing improvements for later sale to consumers in the ordinary course of such person's or entity's business) for construction of a residence shall remain Class B lots until the Lot is conveyed to a Class A Member, or until Declarant has sold its last Lot, at which time all Lots shall be Class A Lots. The builder shall have no vote hereunder while his Lot is a Class B Lot. Within a reasonable time (not more than ninety (90) days after closing of the last Lot by Declarant or the next scheduled annual meeting, whichever is sooner), Declarant shall call a meeting of the Members for the purpose of electing a Board of Directors from the membership to serve until the first annual meeting thereafter. If such meeting is held less than six months prior to the annual meeting, the Class A members may, in their sole discretion, elect the Directors to serve until the second annual meeting thereafter.

2.04 Quorum, Notice and Voting Requirements.

(a) Except as otherwise specifically provided in this Declaration, any action requiring the vote or approval of the Members or the Owners shall require the majority vote of the Members (both classes voting together), represented at a duly called meeting of the Members in person or by a proxy in form provided in the Association Documents or otherwise approved by the Board, at which a "Regular Quorum" or a "Special Quorum" is present. Written notice of a meeting must be given to all Members not less than ten (10) days nor more than forty-five (45) days in advance of any such meeting and shall set forth the purposes(s) of such meeting. No action may be taken at a meeting on any matter that is not described in the applicable meeting notice as being on the agenda for such meeting. Notwithstanding anything herein to the contrary, to the extent permitted by applicable law and in the Association Documents from time to time, any action may be taken by written consent of the Members in lieu of formal meetings.

(b) The quorum required for any action referred to in Section 3.05(b) hereof or Section 3.05(d) hereof or for the approval of any Common Services (a "Special Quorum") shall be as follows:

Members represented at a duly called meeting of the Members in person or by a legitimate proxy in form provided in the Association Documents or otherwise approved by the Board, entitled to cast sixty percent (60%) of all the votes of Members (both classes of members taken together) shall constitute a Special Quorum. If the required Special Quorum is not present at such meeting, that meeting may be adjourned, and an additional meeting may be called, subject to the notice requirement set forth herein, with the required Special Quorum at such second (2nd) meeting being reduced to one-half (1/2) of the required Special Quorum at the preceding meeting; provided, however, that such second (2nd) meeting must be held not later than thirty (30) days after the first (1st) meeting. Further, if the reduced required Special Quorum is not present at such second (2nd) called meeting, the adjournment of the meeting shall be continued, and one (1) additional meeting may be called, subject to the notice requirement set forth herein, with Declarant alone constituting the required Special Quorum at such third (3rd) meeting; provided that such third (3rd) meeting must be held not later than forty-five (45) days after the first (1st) meeting.

(c) The quorum required for any action other than the action referred to in Section 2.04(b) hereof (a "Regular Quorum") shall be as follows:

Members represented at a duly called meeting of the Members in person or by a proxy in form provided in the Association Documents or otherwise approved by the Board, entitled to cast fifteen percent (15%) of all the votes of Members (both classes of Members taken together) shall constitute a Regular Quorum. If the required Regular Quorum is not present at such meeting, that meeting may be adjourned, and an additional meeting may be called, subject to the notice requirement set forth herein, with the required Regular Quorum at such second (2nd) meeting being reduced to ten percent (10%) of all the votes of Members; provided, however, that such second (2nd) meeting must be held not later than thirty (30) days after the first (1st) meeting. Further, if the reduced required Regular Quorum is not present at such second (2nd) called meeting, the adjournment of the meeting may be called, subject to the notice requirement set forth herein, with Declarant alone or the Members present (in person or by proxy), as the case may be, constituting the required Regular Quorum at such third (3rd) meeting; provided that such third (3rd) meeting must be held not later than forty-five (45) days after the first (1st) meeting.

(d) As an alternative to the procedure set forth in this Section, any action referred to and requiring a Special Quorum as provided in Section 2.04(b) hereof or a Regular Quorum as provided in Section 2.4(c) hereof may be taken without a meeting, upon obtaining the assent given in writing and signed by Members who hold more than (i) sixty percent (60%) of the outstanding votes eligible under Section 2.04(b) hereof, or (ii) ten percent (10%) of the outstanding votes eligible to be cast by Members (both classes of Members taken together) for actions under Section 2.04(c) hereof.

(e) Except as set forth in this Section, the notice, voting and quorum requirements for all action to be taken by the Association shall be as set forth in the Association Documents.

ARTICLE III ASSESSMENTS

3.01 Covenants for Assessments. Each Owner, by acceptance of a deed or other conveyance or transfer of legal title to a Lot, whether or not it shall be so expressed in any such deed or other conveyance or transfer, shall be deemed to have covenanted and agreed to pay to the Association, or to an independent entity (or agency which may be designated by the Association to receive such monies), the following assessments (collectively, the "Assessments"):

- (a) Regular Assessments as provided in Section 3.02 hereof;
- (b) Special Purpose Assessments as provided in Section 3.03 hereof; and
- (c) Special Member Assessments as provided in Section 3.04 hereof.

All Assessments shall remain the property of the Owner making payment of such Assessments but shall be controlled and expended by the Association on behalf of the Owners only for the specified purposes provided or approved pursuant to this Declaration. No profit, gain or other benefit is to be derived by the Association from the Assessments, but instead, such funds shall be expended only as agent for the Owners. All services contemplated to be paid from Assessments shall be obtained by the Association on behalf of the Owners. No Assessments shall be levied against the Common Properties, or the Lots owned by Declarant; provided, however that Declarant shall pay the amounts, if any, pursuant to Section 3.02 hereof agreed to be expressly paid by Declarant.

Both Regular Assessments and Special Purpose Assessments shall be fixed at a uniform rate for all Lots, regardless of a Lot's (i) location or size, (ii) status as an improved Lot with a residence thereon or vacant, or (iii) value of the residence thereon.

3.02 Regular Assessments. "Regular Assessments" (herein so called) shall be determined, assessed and expended on a calendar year basis, which shall be the fiscal year of the Association. Regular Assessments shall be used exclusively for the following purposes (collectively, the "Common Expenses"): (a) improving and maintaining the Common Properties (if any) subject to the limitations set forth in Section 5.01 hereof; (b) the payment of taxes and insurance (if any) in connection with the Common Properties and the Common Services; (c) developing and maintaining replacement and working capital reserves for the Association (including, without limitation, the maintenance reserve fund as provided for in Section 8.06 hereof); (d) providing the Common Services; (e) paying any indemnity costs or costs of other functions of the Board or the Association pursuant to this Declaration; (f) meeting and carrying out all contractual obligations of the Association, including, without limitation, the Common Services and any Maintenance Agreement obligations; (g) carrying out the duties of the Board and the Association as set forth in this Declaration; (h) paying legal fees and expenses incurred in enforcing this Declaration; paying expenses incurred in collecting and administering assessments; and (i) paying insurance premiums for liability and fidelity coverage for the ACC, the Board and the Association. Each year while this Declaration is in force, the Board shall set the amount of the Regular Assessments to be levied for the next calendar year, taking into consideration (i) the Common Expenses for the then current year, expecting increases in such expenses during such next calendar year, (ii) a contingency

amount not exceeding ten percent (10%) of the anticipated expenditures for such next year, (iii) amounts needed for reserve funds as determined by the Board, and (iv) the number of Lots subject to full and partial Assessments. The Regular Assessments for each calendar year shall be set by the Board on or about November 1st of the preceding year or as soon thereafter, as such determination can reasonably be made by the Board. The "Per Lot Regular Assessment Amount" (herein so called) shall then be determined by the Board such that the sum of the Per Lot Regular Assessment Amount payable for each Lot subject to the full amount thereof plus the amount payable for each Lot which is subject to partial payment thereof equals the aggregate Regular Assessments required as set by the Board. The full amount of the Per Lot Regular Assessment Amount shall be payable for each Lot which has been conveyed to an Owner who has, or intends to have, a single-family residence constructed thereon for such Owner's occupancy, whether or not such a residence is actually constructed or occupied by such Owner or occupied by a tenant (or other occupant) of such Owner. One-half (1/2) of the Per Lot Assessment Amount shall be payable for each Lot which has been conveyed by Declarant to a builder or contractor who owns such Lot prior to or during the construction of a single-family residence thereon for resale; provided, however, that the full amount of the Per Lot Regular Assessment Amount shall be payable for each such Lot upon the earlier to occur of (1) the conveyance by such builder or contractor of such Lot to any third party, or (2) twelve (12) months from the date of the deed from Declarant conveying such Lot to said builder or contractor. Notwithstanding anything therein to the contrary, no Regular Assessments shall be payable for Lots owned by Declarant (whether now owned or hereafter acquired or reacquired), and such Regular Assessment shall commence and become payable (in whole or in part as provided above) immediately upon the conveyance (or reconveyance in the case of any Lot which is reacquired by Declarant) of any Lot by Declarant. To the extent that the Regular Assessments are insufficient to cover actual expenses incurred by the Association for the purposes thereof, Declarant agrees to pay any excess actual expenses provided that the amount payable by Declarant shall in no event exceed one-fourth (1/4) of the Per Lot Regular Assessment Amount for each Lot that Declarant owns at the time of any such shortfall.

3.03 Special Purpose Assessments. Subject to the provisions of Section 3.05(d) hereof the Board, from time to time, may levy "Special Purpose Assessments" (herein so called) for the purpose of paying any capital improvements and other unanticipated expenses that normally would have been paid out of Regular Assessments but which were not included in that year's budget for Regular Assessments. Such Special Purpose Assessments shall be assessed on a per Lot basis in the same manner as the Regular Assessments are assessed as set forth in Section 3.02 hereof.

3.04 Special Member Assessments. The Board may levy a "Special Member Assessment" (herein so called) on any Member, to the extent any directly related insurance proceeds (if any) paid to the Association are not sufficient to pay all such costs, for the purpose of:

(a) paying the cost of any damage or loss requiring maintenance, repairs or replacement of Common Properties, which damage or loss has been determined by the Board to have been caused, either directly or indirectly, by the act(s) of such Member, or such Member's agent, employee, occupant or visitor; and/or

(b) paying the maintenance cost, construction delay damages and Violation Fines referenced in Section 6.19, Section 6.20, Section 6.34, and Section 9.11 hereof or as otherwise set forth herein, respectively.

3.05 Special Provisions Regarding Assessments.

(a) Until and unless otherwise determined by the Board, the maximum annual Regular Assessment shall be Five Hundred Dollars (\$500.00) per Lot per year.

(b) The Board may establish the maximum annual Regular Assessment for each Lot, provided that the maximum annual Regular Assessment may not be increased more than twenty-five percent (25%) above the maximum annual Regular Assessment for the previous year unless approved by the Members of the Association as provided in Section 3.05(b) hereof. Notwithstanding the foregoing, in the event that the Board determines that due to unusual circumstances the maximum annual Regular Assessment even as increased by twenty five percent (25%) will be insufficient to enable the Association to pay the Common Expenses, then in such event, the Board shall have the right to increase the maximum annual Regular Assessment by the amount necessary to provide sufficient funds to cover the Common Expenses without the approval of the Members as provided herein; provided, however, the Board shall only be allowed to make one (1) such increase per calendar year without obtaining approval of the members as provided in Section 3.05(b) hereof.

(c) If any Assessment remains unpaid at the expiration of fifteen (15) calendar days from and after the due date established by the Board, a late charge, and/or collection fee, in an amount determined by the Board to offset administrative costs of the Association resulting from such delinquency, shall be assessed against the non-paying Owner for each month, or portion thereof, that any portion of an assessment remains unpaid. At such time that a non-paying Owner enters into a payment plan for the delinquency, the Association shall cease charging any late charges, but may charge a fee to administer the plan for the duration of the payment plan. A service charge of twenty-five and No/00 Dollars (\$25.00) or such other amount established by the Board (but in no event exceeding the maximum lawful amount) shall be charged for each check that is returned because of insufficient funds. The amounts of late charges, collection fees, and service charges may be adjusted, from time to time, by the Board, and shall in no event exceed the amounts permitted by applicable law.

(d) Any Special Purpose Assessments for the purpose of paying the cost of the construction of a capital improvement or the provision of Common Services shall require the affirmative approval of the Members as provided in Section 2.05(b) hereof.

3.06 Due Date of Assessments. The Regular Assessments provided for herein shall be payable annually within thirty (30) days after an invoice is delivered by the Association to an Owner; provided, however, the Board shall have the right to require payment of Regular Assessments at other intervals if the Board deems appropriate in the Board's sole and exclusive discretion, but with payment thereof not required any earlier than thirty (30) days after delivery of any such invoice. The due date of any Special Purpose Assessment or Special Member Assessment shall be fixed in the notice to the Owner or Owners providing for any such Assessment, but will not be

sooner than thirty (30) days after such notice is delivered to the Owner or the Owners thereof. The initial Per Lot Regular Assessment Amount as established by the Board shall be payable, in whole or in part (as applicable), simultaneously with the sale and conveyance of each Lot by Declarant, and such applicable amount shall be prorated over the remainder of the calendar year from the date of such conveyance.

3.07 Personal Obligation for Payment of Assessments. The Assessments provided for herein shall be the personal obligation of the Owner or Owners of the Lot with respect to which such Assessment is made. The covenants for the payment of Assessments as provided in this Declaration are covenants running with the land and specifically bind the Owners and their heirs, successors, devisees, personal representatives and assigns. Except for Declarant as expressly provided herein, no Owner, for any reason, may exempt himself, herself or itself from liability for Assessments. In the event that any Assessment (or any part thereof) is not paid when due, the Owner or Owners of such Lot shall be obligated to pay interest on any such unpaid Assessment from such date at the Default Rate of Interest together with the charges made as authorized in Section 3.05(c) hereof and all costs and expenses of collection thereof, including, but not limited to, reasonable attorneys' fees. The Board shall make every reasonable effort to enter into a payment plan with the Owner for the payment of the full delinquency, without in so doing waiving any rights established hereunder with respect to any remaining balance due. No Owner shall put on checks for partial payments words indicating such payment to be in full settlement or satisfaction of the amount assessed by the Association and the Association shall not be bound by any such language. The Association shall have the right to accept or reject such attempted unilateral settlement in its sole discretion. Only a written payment plan or settlement agreement executed by both the Owner and the Association shall bind the Association. The Owner's payment(s) in accordance with the payment plan are prima facie evidence of the Owner's consent to the payment plan. The obligation of any Owner to pay an Assessment with respect to a Lot made for any period of time that an Owner owns the Lot shall remain such Owner's personal obligation (notwithstanding any future sale or conveyance of such Owner's Lot) and shall also pass to the purchaser(s) of such Lot. However, any lien against a Lot for any unpaid Assessments shall be unaffected by any sale of such Lot and shall continue in full force and effect. In the event of a sale of a Lot, it shall be the obligation for the then Owner of such Lot to disclose to any buyer, assignee, title company designated to handle such transaction, financing entity or any other party to such sale any unpaid Assessments, such notice to be given in writing to all parties to the intended transaction at least fifteen (15) days before the date at which such transaction is to be consummated. A copy of any such notice shall be sent to the Association at the same time. Upon giving proper notice as above provided, a former Owner shall not be liable for Assessments due with respect to a Lot for periods after such Person no longer is the Owner of such Lot.

3.08 Creation of Assessment Lien and Foreclosure. AS AN OWNER'S ACCEPTANCE OF A DEED TO A LOT IN THE PROPERTY, OWNER HEREBY GRANTS TO THE ASSOCIATION A CONTRACTUAL LIEN AS CONTAINED HEREIN. THE OBLIGATION TO PAY ASSESSMENTS IN THE MANNER PROVIDED FOR IN THIS ARTICLE, TOGETHER WITH INTEREST FROM SUCH DUE DATE AT THE DEFAULT RATE OF INTEREST, THE CHARGES MADE AS AUTHORIZED IN SECTION 3.05(c) HEREOF, ALL VIOLATION FINES AND THE COSTS OF COLLECTION, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES (WHETHER INCURRED BEFORE OR AFTER SUIT

OR FORECLOSURE IS COMMENCED), IS SECURED BY A CONTINUING CONTRACTUAL LIEN (THE "ASSESSMENT LIEN") AND CHARGE ON THE LOT COVERED BY SUCH ASSESSMENT, WHICH SHALL BIND SUCH LOT AND THE OWNERS THEREOF AND THEIR HEIRS, SUCCESSORS, DEVISEES, PERSONAL REPRESENTATIVES AND ASSIGNEES. The aforesaid continuing contractual Assessment Lien shall attach (a) to the Property as of the date of the recording of this Declaration in the Real Property Records of Collin County, Texas, and (b) the Lots once the Plat is recorded in the Plat Records of Collin County, Texas, and such Assessment Lien shall be superior to all other liens except as provided in Section 3.11 hereof. Such Assessment Lien shall not encumber or attach to the Common Properties, as shown on the Plat. The Association shall have the right to subordinate the aforesaid Assessment Lien to any other lien. The exercise of such right shall be entirely discretionary with the Board. Except for a conveyance to a purchaser at a foreclosure sale pursuant to a lien to which the Assessment Lien is subordinate as provided herein or in Section 3.10 hereof, all Lots are conveyed to, and accepted and held by, the Owner thereof subject to the Assessment Lien provided for in this section. To evidence any unpaid Assessments, the Association may prepare a written notice of unpaid Assessments (the "Notice of Unpaid Assessments") setting forth the amount of the unpaid indebtedness, the name of the Owner of and describing the affected Lot. Such notice shall be signed by one (1) of the officers of the Association and may, at the Board's sole and exclusive discretion, be recorded in the Real Property Records of Collin County, Texas. The Association shall record an appropriate release of any recorded Notice of Unpaid Assessments when the amounts referenced therein have been paid. THE ASSESSMENT LIEN MAY BE ENFORCED BY FORECLOSURE OF THE ASSESSMENT LIEN UPON THE DEFAULTING OWNER'S LOT BY THE ASSOCIATION SUBSEQUENT TO THE RECORDING OF THE NOTICE OF UNPAID ASSESSMENTS BY JUDICIAL FORECLOSURE OR BY NONJUDICIAL FORECLOSURE THROUGH A PUBLIC SALE IN LIKE MANNER AS A MORTGAGE ON REAL PROPERTY IN ACCORDANCE WITH SECTION 51.002 OF THE TEXAS PROPERTY CODE, AS SUCH MAY BE REVISED, AMENDED, SUPPLEMENTED OR REPLACED FROM TIME TO TIME. The Board is hereby authorized to appoint one or more persons, including without limitation, counsel of the Association as Trustee to post notices, conduct the sale, and otherwise comply with State law regarding the nonjudicial foreclosure. The Board may also appoint one or more Substitute Trustees from time to time. Such appointments need only to be evidenced in an instrument signed by the President or a Vice President of the Association and recorded in the Public Records of Collin County, Texas. In addition, the Association may institute suit against the Owner personally to obtain a judgment for unpaid Assessments. Furthermore, the Association shall have such other rights and remedies as permitted or allowed by applicable law. In any foreclosure proceeding, whether judicial or nonjudicial, or in any suit or other action or collection efforts against, or pertaining to, the Owner, the Owner shall be required to pay all costs, expenses and reasonable attorneys' fees incurred by the Association. The Association shall have the right and power to buy the Lot at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

THE ASSESSMENT LIEN MAY BE ENFORCED BY FORECLOSURE OF THE ASSESSMENT LIEN UPON THE DEFAULTING OWNER'S LOT BY THE ASSOCIATION EITHER BY JUDICIAL FORECLOSURE OR BY NONJUDICIAL FORECLOSURE THROUGH A PUBLIC SALE IN LIKE MANNER AS A MORTGAGE ON REAL PROPERTY IN ACCORDANCE WITH OF THE TEXAS PROPERTY CODE, AS SUCH MAY BE REVISED, AMENDED, SUPPLEMENTED OR REPLACED FROM TIME TO TIME.

3.09 Certificate. Upon request by an Owner, the Association shall furnish a certificate setting forth the unpaid Assessments owed by an Owner. Upon the written request of any Mortgagee holding a lien on a Lot, the Association shall report to any said Mortgagee, any Assessments which are delinquent and unpaid at the time of the report. The Association shall have the right and authority to furnish such report to any Mortgagee without request in its sole discretion.

3.10 Subordination of the Assessment Lien. The Assessment Lien provided for herein on a Lot shall be subordinate and inferior to the lien or liens granted by the Owner of such Lot to secure their payment of a loan made for the purpose of providing purchase money funds for such Lot, funds used at any time to install or construct improvements on such Lot, to include home equity liens, home equity lines of credit and reverse mortgages, or funds used to pay ad valorem taxes on such Lot; provided, however, that such subordination shall apply only to Assessment Liens which have become due and payable prior to the foreclosure sale, whether public or private, of such Lot pursuant to the terms and conditions of any such mortgage or deed of trust lien. Such foreclosure sale shall not relieve such Lots from any Assessment Lien for Assessments thereafter becoming due.

3.11 Capitalization of Association - Payment. (a) Each Owner (other than Declarant or Builder) of a Lot with a completed residence thereon will pay a working capital contribution to the Association (the "Working Capital Contribution") in an amount equal to Three Hundred and No/100 Dollars (\$300.00), which amount shall be due immediately upon the transfer of title to the Lot. The Working Capital Contribution shall apply to subsequent resales of a Lot. The Working Capital Contribution may be increased without amendment to this Declaration, by the Board, by no more than ten percent (10%) per year. The Board may transfer the funds to the Association's reserve fund account.

(b) Notwithstanding the foregoing provision, the following transfers will not be subject to the requirement to pay the Working Capital Contribution: (i) foreclosure of a deed of trust lien, tax lien, or the Association's Assessment Lien; (ii) transfer to, from, or by the Association; or (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child or parent. In the event of any dispute regarding the application of the Working Capital Contribution to a particular Owner, the Board's determination regarding application of the exemption will be binding and conclusive without regard to any contrary interpretation of this Section 3.11. The Working Capital Contribution will be in addition to, not in lieu of, any other Assessments or other charges levied in accordance with this Article III and will not be considered an advance payment of such Assessments.

3.12 Transfer Fees and Fees for Issuance of Resale Certificates. The Board may, at its sole discretion, enter into contracts with third parties to oversee the operation and management of the Association. The Association and/or these third parties may, and likely will, have fees (“Transfer Fees”) that will be charged to an Owner for costs in connection with the transfer of title to a Lot and the issuance of any “Resale Certificate” (herein so called). The Association or its agent shall not be required to issue a Resale Certificate until payment of the Transfer Fees has been received by the Association and/or its agent, as applicable. Transfer Fees are not refundable and may not be regarded as a prepayment or credit against any Assessments. This Section 3.12 does not obligate the Board or any third party to levy such Transfer Fees. Notwithstanding the foregoing, builders shall not be obligated to pay any Transfer Fees in connection with such approved builder’s sale of a Lot to a homebuyer.

ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTIES

4.01 Title to the Common Properties. The Association will hold record fee simple title to all Common Properties, and all portions of the Property which are not within any of the Lots as shown on the Plat, if any, all of which shall be dedicated to the Association pursuant to the Plat, subject to the easements set forth in this Article, and in Article VIII hereof. Declarant or the Association shall have the right to execute any open space declarations applicable to the Common Properties owned by, or dedicated to, the Association which may be permitted by law in order to reduce property taxes.

4.02 Other Easements. Declarant and the Association shall have the right and easement to use the surface (and below the surface) of the Easement Areas or other Common Properties for the purposes set forth on the Plat. In addition, the Association shall have an easement on each Lot for the purpose of erecting streetlights or street signs, as well as for access to, and ingress and egress from, all Common Properties for maintenance and other necessary or appropriate purposes, if any. Any such entry by Declarant or the Association upon a Lot shall be made with as much minimum inconvenience to the affected Owner as practical.

4.03 No Obligation of Declarant. Declarant may or may not install and construct, or cause to be installed and constructed, entry areas and various landscaping and signage and related facilities as determined by Declarant. Declarant shall have no obligation whatsoever to construct any improvements on the Property.

4.04 Owners’ Easements of Use and Enjoyment. Every Owner will have a right and non-exclusive easement of use, access and enjoyment in and to the Common Properties, subject to any limitations set forth herein, including, without limitation, the following:

- (a) Rules. The right of the Association to establish and publish rules and regulations governing the use of the Common Properties and/or the Lots.

- (b) Suspension of Common Properties Use Rights. The right of the Association to suspend the right of use of the Common Properties for any period of time during which any Assessment against such Owner's Lot is due and remains unpaid or if the Owner is subject to the enforcement process for violation of any applicable deed restriction(s).

4.05 Right to Delegate Use and Enjoyment of Common Properties. Any Owner may extend his or her right of use and enjoyment to the members of such Owner's family, lessees and guests, as applicable, subject to the terms of this Declaration, the Bylaws, and any reasonable rules of the Board. An Owner who leases his or her or its residence is deemed to have assigned all such rights to the lessee of such residence.

ARTICLE V GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTORS

5.01 Powers and Duties. The affairs of the Association shall be conducted by the Board. The Board shall be selected in accordance with the Association Documents. The Board, for the benefit of the Common Properties and the Owners, shall provide, and shall pay for (if applicable), from Assessments, the following, if and to the extent such have been or are hereafter provided by or contracted for by the Association or the Board, as the Board determines in the Board's sole and exclusive discretion:

- (a) care, maintenance, repair and preservation of the Common Properties, the obligations pursuant to any Maintenance Agreement, and the furnishing and upkeep of any desired personal property for use in the Common Properties;

- (b) the Common Services;

- (c) any private trash and garbage collection service and security arrangements, if any, made by the Association;

- (d) taxes, insurance and utilities which pertain to the Common Properties;

- (e) the services of a Person or Persons to manage the Association or any separate portion thereof to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Association or by a manager designated by the Board;

- (f) legal, accounting and other professional services;

- (g) any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alteration, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration or which in the Board's sole and exclusive opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration;

The Board shall have the following additional exclusive rights, powers and duties to:

(h) execute all declarations of ownership for tax assessment purposes with regard to any of the Common Properties owned by the Association;

(i) borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit;

(j) perform any of the Board's duties under this Declaration by contracting with third parties, to enter into other contracts, to maintain one (1) or more bank accounts and, generally, to have all the powers necessary or incidental to the operation, functions and management of the Association;

(k) protect or defend the Common Properties damage by suit or otherwise, to sue or defend in a court of law on behalf of the Association and to provide adequate reserves for repairs and replacements;

(l) make reasonable rules and regulations for the operation and use of the Common Properties and the Common Services and to amend them from time to time;

(m) make available to each Owner within ninety (90) days after the end of the year an annual report of the Association commencing in 2019;

(n) adjust the amount, collection and use of any insurance proceeds;

(o) enforce the provisions of this Declaration and any rules made hereunder and, in the sole and exclusive discretion of the Board, to enjoin and seek damages from any Owner for violation of such provisions or rules;

(p) appoint members of the Architectural Control Committee as described in, and subject to the provisions of, Article VII hereof;

(q) own fee simple title, or an easement interest, in the Common Properties; and

(r) perform such other duties and functions as are necessary to carry out the rights and obligations of the Board and the Association under this Declaration.

5.02 Insurance. The Association shall have the right and option to purchase, carry and maintain in force insurance covering any or all portions of the Common Properties, any improvements thereon or appurtenances thereto and the Common Services for the interest of the Association and of all Members thereof in such amounts and with such endorsements and coverage as shall be considered good sound insurance coverage for properties similar in construction, location and use to the Common Properties and for services similar to the Common Services. Such insurance may include, but need not be limited to, the following:

(a) insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the insurance carrier;

(b) public liability and property damage insurance on a broad form basis;

(c) fidelity bond for all officers and employees of the Association that have control over the receipt and disbursement of funds; and

(d) Officers and Directors and Architectural Control Committee members liability insurance.

The Association and the Members shall use the net insurance proceeds to repair and replace any damage or destruction of Property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Association remaining, after satisfactory completion or repair and replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of the Common Properties. If the insurance proceeds are insufficient to repair or replace any such loss or damage, the Association may levy Special Purpose Assessment(s) or Special Member Assessment(s), if applicable, to cover any such deficiency.

5.03 Affiliated Contracts. The Board, acting on behalf of the Association, shall have the full power and authority to contract with any Owner, including, without limitation, Declarant, for the performance of services which the Association is obligated or authorized to obtain, such contracts to be at competitive rates then prevailing for such services and upon such other terms and conditions, and for such consideration as the Board may deem advisable in the Board's sole and exclusive discretion and in the best interest of the Association provided that the level of service received is consistent with that available from third parties.

5.04 Liability Limitations. Neither Declarant nor any Member, director, officer or representative of the Association or the Board or the Architectural Control Committee shall be personally liable for the debts, obligations or liabilities of the Association. The directors and officers of the Association shall not be liable for any mistake of judgment, whether negligent or otherwise, except for their own individual willful misfeasance or malfeasance, misconduct, bad faith, intentional wrongful acts or as otherwise expressly provided in the Association Documents. Declarant and such directors, officers and Architectural Control Committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association, as a Common Expense of the Association, shall indemnify and hold Declarant, such directors, officers and members of the Architectural Control Committee harmless from any and all expenses, loss or liability to others on account of any such contract or commitment, to the extent not covered by insurance proceeds. In addition, each director, each officer of the Association and each member of the Architectural Control Committee shall be indemnified and held harmless by the Association, as a Common Expense of the Association, from any expense, loss or liability to others, to the extent not covered by insurance proceeds, by reason of having served as such director, officer or Architectural Control Committee member and against all expenses, losses and liabilities, including, but not limited to, court costs and reasonable attorneys' fees, incurred by or imposed upon such director, officer or Architectural

Control Committee member in connection with any proceeding to which such Person may be a party or have become involved by reason of being such director, officer or Architectural Control Committee member at the time any such expenses, losses or liabilities are incurred subject to any provisions regarding indemnity contained in the Association Documents, except in cases wherein the expenses, losses and liabilities arise from a proceeding in which such director, officer or Architectural Control Committee member is adjudicated guilty of willful misfeasance or malfeasance, misconduct or bad faith in the performance of such Person's duties or intentional wrongful acts or any act expressly specified in the Association Documents as an act for which any limitation of liability set forth in the Association Documents is not applicable. Any right to indemnification provided herein shall not be exclusive of any other rights to which a director, officer or Architectural Control Committee member, or former director, officer or Architectural Control Committee member, may be entitled. The Association shall have the right to purchase and maintain, as a Common Expense, directors, officers, and Architectural Control Committee members insurance on behalf of any Person who is or was a director or officer of the Association or an Architectural Control Committee member against any liability asserted against any such Person and incurred by any such Person in such capacity, or arising out of such Person's status as such.

ARTICLE VI USE OF THE PROPERTY - PROTECTIVE COVENANTS

6.01 General. No use shall be permitted on the Property which is not allowed under applicable public codes, ordinances and other laws either already adopted or as may be adopted by the City of Weston, or other controlling public authorities. Each Owner, occupant or other user of any portion of the Property, shall at all times comply with this Declaration and with any and all laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdictional control over the Property, specifically including, but not limited to, applicable zoning restrictions placed upon the Property as they exist from time to time. **IN SOME INSTANCES GOVERNMENTAL REQUIREMENTS MAY BE MORE OR LESS RESTRICTIVE THAN THE PROVISIONS OF THIS DECLARATION. IN THE EVENT A CONFLICT EXISTS BETWEEN ANY SUCH GOVERNMENTAL REQUIREMENT AND ANY REQUIREMENT OF THIS DECLARATION, THE MOST RESTRICTIVE REQUIREMENT SHALL PREVAIL, EXCEPT IN CIRCUMSTANCES WHERE COMPLIANCE WITH A MORE RESTRICTIVE PROVISION OF THE DECLARATION WOULD RESULT IN A VIOLATION OF MANDATORY APPLICABLE GOVERNMENTAL REQUIREMENTS, IN WHICH EVENT THOSE GOVERNMENTAL REQUIREMENTS SHALL APPLY. COMPLIANCE WITH MANDATORY GOVERNMENTAL REQUIREMENTS WILL NOT RESULT IN THE BREACH OF THIS DECLARATION EVEN THOUGH SUCH COMPLIANCE MAY RESULT IN NONCOMPLIANCE WITH PROVISIONS OF THIS DECLARATION. WHERE A GOVERNMENTAL REQUIREMENT DOES NOT CLEARLY CONFLICT WITH THE PROVISIONS OF THIS DECLARATION BUT PERMITS ACTION THAT IS DIFFERENT FROM THAT REQUIRED BY THIS DECLARATION, THE PROVISIONS OF THIS DECLARATION SHALL PREVAIL AND CONTROL.** All Lots shall be developed in accordance with this Declaration as this Declaration

may be amended or modified from time to time as herein provided. The provisions of this Article set forth certain requirements, which in addition to the other provisions of this Declaration, shall apply with respect to the development and use of the Property.

6.02 Residential Use. All Lots shall be used and occupied for single family residential purposes only and no trade or business may be conducted in or from any Lot and/or residence, except that an Owner of the residence may conduct limited business activities so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve unreasonable visitation to or from the residence by clients, customers, suppliers or other business invitees; and (d) the business activity is ancillary to the residential use of the residence and does not diminish the residential character of the Property or constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of the other residents in the Property. For purposes of this Declaration, the phrase "residential purposes" is intended to prohibit short-term rentals of or transient stays at a residence, *i.e.*, any term less than twelve (12) months. The determination of whether a business activity satisfies the foregoing requirements set forth in clauses (a) through (d) above in this Section 6.02 shall be made by the Board in its sole and absolute discretion. The business activity prohibition will not apply to the use by Declarant or any builder of any (i) residence as a model home, construction office and/or sales office, or (ii) Lot as a site for a selection center trailer, construction office trailer and/or sales office trailer and/or parking lot. No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than a private single-family detached residence unless approved in writing by the ACC. No building or structure on any Lot shall exceed two (2) stories in height unless approved in writing by the ACC.

6.03 Common Properties. The Common Properties shall be used only for the purposes set forth herein, including the purpose set forth in Article IV hereof.

6.04 Resubdivision/Zoning Changes. No Lot shall be resubdivided; provided, however, that Declarant shall have, and reserves the right, at any time, and from time to time, upon the consent of the City, and with the joinder and consent of any directly affected Lot Owners, to file a replat of the Plat to effect a resubdivision or reconfiguration of any Lots in the Property then owned by Declarant and the consenting affected Lot Owners, so long as such replat results in each resubdivided Lot containing not less than the minimum Lot size within the Property prior to such replat. Owners of Lots not being replatted shall not unreasonably withhold or delay their joinder in or consent to such replat or amendments to the plat as may be required by the City. The right to replat set forth in this Section shall be exercisable on by Declarant. No Owner shall initiate or support any proposed zoning change affecting the Property or any portion thereof without first obtaining the prior written consent of Declarant, for as long as Declarant or Declarant's affiliates or successors own at least one (1) Lot.

6.05 Combining Lots. Any Person owning two (2) or more adjoining Lots, after first obtaining Declarant's prior written consent, possible amendment to the recorded Plat, payment by Owner for all expenses and fees to combine Lots, may consolidate such Lots into a single building location for the purpose of constructing one (1) residential structure thereon and such other improvements as are permitted herein; provided, however, any such consolidation must comply with the rules,

ordinances and regulations of the City. In the event of any such consolidation, the consolidated building lot shall continue to be treated as two (2) or more Lots for purposes of applying the provisions of this Declaration, including payment of Assessments and casting votes. Combining of portions of Lots into a single building lot is prohibited.

6.06 Minimum Floor Space. Each dwelling constructed on any Lot shall contain a minimum of three thousand (3,000) square feet of air-conditioned floor area, exclusive of all porches, garages or breezeways, if a one-story dwelling. If a two-story dwelling, the first floor shall contain a minimum of two thousand (2,000) square feet of air-conditioned floor area, exclusive of all porches, garages or breezeways.

6.07 Building Materials. The exterior walls of each building constructed or placed on a Lot shall be at least seventy-five percent (75%) brick, brick veneer, stone, stone veneer, stucco or other material approved in writing by the ACC. The exterior portion of any fireplace chimney shall be one hundred percent (100%) brick, stone or other material that is approved in writing by the ACC. Brick, stone or other material used on the exterior of any building, outside walls, fence, walkway or other improvement or structure on any Lot is allowed to be stained or painted with approval of the ACC. Notwithstanding the foregoing, outbuildings shall be constructed in design and materials, and screened, as approved in the discretion of the ACC which decision shall be governed, in part, by whether such outbuilding is visible from the adjoining street(s).

6.08 Driveways/Sidewalks. Driveways shall be constructed with concrete and shall be completed within twelve (12) months from the setting of forms for the foundation of the residence. All driveways and sidewalks shall conform to the requirements of the City and shall be first approved in writing by the ACC.

6.09 Garages. For specific information on garages, refer to Section 2.14 of the Design Guidelines. Each single-family residential dwelling erected on any Lot shall provide garage space for a minimum of two (2) automobiles. Each garage shall open only to the rear of, or side of the Lot so as not to directly face the street on which such home has its address. Front entry garages are permitted when used in a J Swing configuration. Location of the garage shall be subject to approval in writing by the ACC. Garages may be used as Declarant's or a Builder's sales offices prior to permanent occupancy of the main structure; however, sales offices must be converted to garages prior to permanent occupancy. With the exception of periods when garages are used by Declarant or Builder as sales offices, all garages will be maintained for the storage of automobiles, and no garage may be enclosed or otherwise used for habitation.

6.10 Drainage.

(a) All Lots and/or building pads shall be graded so that no storm water drainage shall flow onto other Lots except as shown on the Plat.

(b) No Owner (or Builder) may interfere with the existing drainage pattern over the Lot from adjoining or other Lots.

(c) Each Owner (or Builder) shall finish the grade of the Lot so as to establish good drainage so that no pockets or low areas may be left on the Lot where water will stand following a rain or during watering.

(d) Neither the Declarant nor Declarant's successors or assigns shall be liable for any loss of or damage done to, any shrubbery, grass, flowers, improvements, fences, sidewalks, driveways or buildings of any type or the contents thereof on any Lot, or the Common properties caused by any water levels, rising waters or drainage waters.

6.11 Roofs. For specific information on roofs, refer to Section 3.5 of the Design Guidelines. The use of various roofing materials within the Property shall be permitted including composition roofs rated for a minimum thirty (30) year life, provided, however, no roofing material shall be installed without first obtaining written approval of the ACC. Roof pitches for the primary masses of the house should range between 8:12 to 12:12. The ACC may consider lower or steeper pitches where appropriate.

6.12 Exterior Surfaces. All siding must be painted or stained in a compatible color approved by the ACC.

6.13 Building Lines/Setbacks/Retaining Walls.

(a) All residences erected on any Lot shall face the street adjacent to the Lot as shown on the Plat or, with respect to corner Lots, as required in writing by the ACC. No portion of any such dwelling or residence shall be nearer to the front property line of said Lot than as designated on the plat.

(b) No structure or improvement of any kind, except for fences, as provided in Section 6.14 hereof, shall be nearer to the side property line or the rear property line of any Lot than as specified by the City for side and rear yard setbacks applicable to the Property. No structure or improvements of any kind whatsoever shall be located within any easement as shown on the Plat.

(c) No retaining walls shall be installed on any Lot unless approved in writing by the ACC.

6.14 Fences. For specific information on fences, refer to Section 2.8 of the Design Guidelines.

(a) No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line indicated on the Plat.

(b) Fences, walls, or hedges visible to the front and/or side streets including fences to the rear of the dwelling enclosing a formal backyard but not around the perimeter of the Lot (the "Backyard Privacy Fence") shall not exceed six (6) feet in height unless otherwise specifically allowed by the City and approved in writing by the ACC..

(c) No chain link fences or other wire type fences shall be erected on any Lot so as to be visible from any street, the ground level on any adjoining Lot, or from the Common Properties.

(d) No fence is required unless documented on the Fence Map Exhibit. All fences shall meet all requirements of the City and be approved as to design and materials by the ACC. In making its decision as to the acceptability of design and materials of the Lot Enclosure Fence, the ACC will seek to reconcile the rural nature of the Property with the desire of the Association to maintain a first-class residential subdivision.

(e) If a swimming pool is placed on any Lot it shall be fenced, to the extent required by and in accordance with applicable City requirements and shall have been approved in writing by the ACC.

(f) Upon submission of a written request for same, the ACC, from time to time and at its sole and exclusive discretion, may permit the construction of fences or walls which are in variance with the provisions of this Section where, in the sole and exclusive opinion of the ACC, taking into account the view impact on the adjacent Lot or any other Lot directly affected thereby, the fence or wall is an integral part of the architectural style or design of the home.

6.15 Signs. No sign or signs shall be displayed to the Streets or otherwise to the public view on any Lot, except that:

(a) any builder, during the applicable initial construction and sales period, may utilize one (1) professional sign of not more than four (4) by two (2) feet in size per Lot for advertising and sales purposes, provided that such sign first shall have been approved in writing by the ACC;

(b) a “for sale” or “for rent” sign of not more than two (2) square feet in size may be utilized by the Owner of a Lot for the applicable sale or rent situation, provided that such sign shall have been approved in writing by the ACC;

(c) development related signs owned or erected by Declarant shall be permitted; and

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

(e) one each political sign advertising one each political candidate or ballot item for an election, provided that signs shall be placed on the Lot no earlier than 90 days before the date of the election to which the sign relates and shall be removed no later than 10 days after the election date, with signs being ground mounted. Political sign requirements shall comply with Section 202.009 of the Texas Property Code.

6.16 Utilities. Each residence situated on a Lot shall be connected to the Weston Water Supply Corporation water lines. One portable toilet will be allowed during building construction only. Propane tanks must be installed underground.

Septic systems shall comply with State and other governmental standards and regulations, have such permits as may be required by the applicable governmental authority, and have the approval of the ACC.

Except as to street lighting, if any, installed by Declarant, all utility service facilities, including, but not limited to water, electricity and telephone, shall be buried underground, except meters, transformers, risers, service pedestals and other surface installations necessary to maintain or operate appropriate underground facilities. All utility meters, equipment, air conditioning compressors and similar items must be visually screened from view from any street by solid masonry of the type used on the dwelling, wood fencing in compliance with Section 6.14 hereof or landscape shrubbery. Electric utility transformers may be installed only in locations designated on the Plat for such purpose or otherwise approved in writing by the ACC, and all improvements on a Lot on which an electric transformer pad easement is located as shown on the Plat must be installed in compliance with all electric company guidelines for separations from pad-mounted transformers.

6.17 Temporary Structures. Except as specifically authorized elsewhere herein or authorized by the ACC for a specific purpose and under specific circumstances, no temporary structure of any kind shall be erected or placed upon any Lot. All structures and improvements in which there is to be human habitation, shall have completed and approved plumbing, sewage installations and sanitary disposal systems before occupancy. Such plumbing, sewage installations and sanitary disposal systems shall comply with all laws, ordinances, rules, regulations and specifications of governmental authorities having and asserting jurisdiction over the Property.

6.18 Vehicles. (a) Any automobile, truck, motorcycle, boat, boat trailer, mobile home, motor home, camp mobile, camper, motorized vehicle or trailer shall be stored or placed in such a manner that the vehicle is not visible from any street or from ground level view from an adjoining Lot. This is not intended to prohibit the parking of authorized vehicles on a driveway behind a dwelling, so long as any such authorized vehicles are not visible from any street. Vehicles with 3 or more axles or greater than one (1) ton carrying capacity shall not be permitted to park overnight on the streets, driveways or otherwise within the Property. No vehicle of any size, which transports inflammatory or explosive cargo, may be parked or stored within the Property at any time. On-street parking within the Property is restricted to deliveries, pick-up or short-time guests and invitees. No Owner shall permit the accumulation of abandoned or junked vehicles, scrap metal, farm equipment, metal, a stack yard or any substance on any part of the Property that could or would constitute a nuisance to the surrounding Lot Owners. No dismantling or assembling of vehicles or other machinery or equipment will be permitted in any driveway or portions of any Lot that are visible from any street within the Property.

(b) No campers, boats, trailers, motor homes, travel trailers, camper bodies, golf carts, recreational vehicles, non-passenger vehicles, vehicles with 3 or more axles or greater than one (1) ton carrying capacity, and/or equipment or accessories related thereto may be kept on any Lot, unless such item is operable and such item is (a) kept fully enclosed within a garage located on such Lot; (b) kept fully screened from view by a screening structure or fencing approved by the ACC; (c) temporarily parked on any street within the Property or on a Lot for the purpose of loading or unloading; or (d) a commercial vehicle that is in use for the construction, maintenance or repair of a residence or Lot in the immediate vicinity. The Board will have the absolute authority to determine from time to time whether an item is in operable condition and complies with the requirements in clauses (a) through (d) above in this Section 6.18(b). Upon an adverse

determination by the Board, the Owner will cause the item to be removed and/or otherwise brought into compliance with this Section 6.18(b). Notwithstanding any provision herein, no trucks or vehicles of any size which transport inflammatory or explosive cargo may be kept on the Property at any time.

6.19 Garbage/Weeds/Vegetation. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. All garbage shall be kept in City approved containers. All garbage containers shall be placed where designated by the City on the day of collection. Such garbage shall not be placed in such location more than 24 hours ahead of scheduled pick-up and the container shall be removed from such location within 24 hours after such scheduled pick-up and stored out of public view and shall not be visible from any road. If, at any time, and from time to time, an Owner shall fail to control weeds, grass or unsightly growth exceeding eight (8) inches in height, Declarant or the Board shall have the authority and right to go onto such Lot, or direct a third party service to go onto such Lot, for the purpose of mowing and cleaning such Lot and shall have the authority and right to assess and collect from the Owner of such Lot a sum not to exceed the greater of (i) the cost paid for such service, or (ii) the sum of Five Hundred and No/100 Dollars (\$500.00) for any such mowing or cleaning. Any such Assessments shall be Special Member Assessments. It is understood that more than the actual cost, up to the maximum stated above, may be charged to discourage repeated reliance on the Association to care for the Owner's Lot. No garden shall be so located that the vegetation therein is visible from the street or from the ground floor level of any residence other than the residence of the Owner of the Lot containing the garden.

Owners and Residents are required to remove all trash and recycling containers from the street within 24 hours of trash or recycling pick up. Violations of this provision may result in a fine.

6.20 Construction Completion Time. If construction of a residence is not commenced within six (6) months after purchase of the Lot and completed on or before twelve (12) months from the setting of forms for the foundation, the Board shall have the authority and right to assess and collect from the Owner of such Lot, as liquidated damages, the sum of One Hundred and No/100 Dollars (\$100.00) per day commencing the first day thereafter and continuing until construction is commenced on the residence (such being a reasonable estimate of the Association's actual damages resulting from any such delay, which actual damages would be difficult to ascertain). Once commenced, construction shall continue unabated until completion, failing which the per day penalty shall commence again at the time construction is delayed more than ten (10) days except for reasons beyond Owner's or builder's control. Any such Assessments shall be Special Member Assessments.

6.21 Animals/Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot in the Property except dogs, cats or other common household pets, provided that they are not kept, bred or maintained for commercial purposes and do not become a nuisance or threat to other Owners. No swine, goats, sheep, emus, peacocks, reptiles, or fowls of any kind, nor any animals from school sponsored programs, shall be permitted on any of the Lots. No exotic or naturally wild or ferocious animal (mammal, reptile, amphibian, or fowl) shall be kept on any Lot,

regardless of size. Dogs will not be allowed to roam loose and/or unattended on the Property. Those pets which, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or unreasonable source of annoyance to the occupants of other Lots shall be removed from the Lot upon the request of the Board. If the animal owner fails to remove the animal from the Lot after the Board's request, the Board may remove the animal, in addition to imposing such other sanctions as are authorized by the Declaration and Bylaws. All animals will be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Association. All persons bringing an animal onto the Common Properties shall be responsible for immediately removing any waste of said animal.

Owners of Lots 85 through 89 may keep one (1) horse, provided that said animal are contained on the Owner's Lot near the rear of the home and shall not be a nuisance or disrupt the adjoining Lot Owners with noxious odors. No horse shall be ridden, led or walked on the Property or right-of-ways.

6.22 Antennas and Aerials. No electronic antenna or device for receiving or transmitting any signal other than an antenna for receiving normal television, marine signals, citizens band signals or cellular phone signals shall be erected, constructed, placed or permitted to remain on any Lot, house, garage or other buildings unless otherwise approved by the ACC. No satellite dish may be maintained on any portion of any Lot outside the building lines or forward of the front of the residence. A satellite dish may not exceed thirty (30) inches in diameter and must be mounted as inconspicuously as possible to the rear of the residence. In no event shall the top of the satellite dish be more than two (2) feet above the roofline for roof mounted antennas or receivers. All dishes shall be of one solid color of black or earth tones of brown, gray or tan. No multi-colored dishes shall be permitted. Not more than two (2) dishes will be permitted on each Lot. No transmitting device of any type, which would cause electrical or electronic interference in the Property, shall be permitted. Installation of any satellite dish requires written approval from the ACC. The Association reserves the right to seek the removal of any device that was installed without first obtaining approval or any dish that violates these restrictions. The ACC may vary these restrictions only as is necessary to comply with the Federal Communications Act.

6.23 Landscaping and Retaining Walls.

(a) Weather permitting, landscaping of a Lot must be completed within ninety (90) days after the date on which the residence is ninety-five percent (95%) complete. The landscaping plan must be approved in writing by the ACC prior to any planting.

(b) Any sodded area, underground sprinkler systems must be installed.

(c) Retaining walls may be installed to achieve even grades for pools, driveways or house foundations or to prevent storm water drainage from flowing onto other Lots. Such retaining walls must be constructed of such materials, and be of a height, manner, location, and design as approved in writing by the ACC. No railroad ties or landscape timbers shall be approved.

(d) The Association has no responsibility for any aspect of any retaining wall that is or may be constructed on a Lot. The Owner of a Lot supported by a retaining wall is solely liable for all aspects of the retaining wall, and for consequential damage resulting from deterioration or failure of the wall. By acquiring an ownership interest in a Lot that contains, abuts, supports, or is supported by a retaining wall, the Owner acknowledges and accepts responsibility for protecting the retaining wall from damage and for communicating with the Owner of the adjoining lot about any condition that damages or threatens to damage the retaining wall. The Owner of the adjoining lot grants an easement for the maintenance, repair, replacement or reconstruction of the retaining wall to the Owner of a Lot supported by a retaining wall.

6.24 Exterior Lighting. Upon being given notice by the ACC that any exterior lighting is objectionable, as determined by the ACC in its sole and exclusive discretion, the Owner of the Lot on which same is located shall immediately remove any such lighting or shield the same in such a way that it is no longer objectionable in the opinion of the ACC.

6.25 Athletic and Recreational Facilities. For specific information on athletic and recreational facilities, refer to Section 2.11 of the Design Guidelines. No outdoor athletic and recreational facilities shall be permitted on any Lot without the prior written approval of the ACC. Such approval will include location with respect to other Lots, lighting, screening, and such other matters as the ACC shall deem appropriate to protect neighboring Lots from annoyance. Notwithstanding the foregoing, basketball goals and any other recreation equipment designated by the ACC may be located on any portion of the Lot (including side yards) that is behind any portion of the rear of the Dwelling.

6.26 Gazebos, Greenhouses and Storage Sheds. For specific information on gazebos, greenhouses, and storage sheds, refer to Section 2.12(I) of the Design Guidelines. Gazebos, pool pavilions, trellises, greenhouses, children's playhouses, tree houses, storage sheds or other similar structures may not be erected or placed on a Lot without the prior written approval of the ACC. Such approval shall include consideration of design, materials, location, screening, and generally, the effect upon neighboring Lots and the Property.

6.27 Pools and Pool Equipment. For specific information on pools and pool equipment, refer to Section 2.9 of the Design Guidelines. No above ground pools are permitted. All pool service equipment shall be either screened with shrubbery or fenced and located in either (a) the side yard between the front and rear boundaries of the dwelling, or (b) the rear yard. The pool and fencing shall comply with City codes and be approved by the ACC.

6.28 Intentionally Omitted.

6.29 Exterior Maintenance. Each Owner shall maintain the exterior appearance of the improvements on such Owner's Lot, and shall keep all landscaping and sprinkler systems on such Owner's Lot in a neat, orderly and well-maintained condition. The Board shall have no duty to police the Property for violations of this Section. If the Board, however, in the exercise of the Board's reasonable discretion, determines that such exterior maintenance does not meet such standards, then the Owner of such Lot shall be subject to the imposition of a Violation Fine in accordance with Section 9.11 of this Declaration.

6.30 Certain Declarant Uses. Notwithstanding anything hereinto the contrary, Declarant may conduct Declarant's sales and marketing program for the Property from any permanent or temporary sales building or trailers and Declarant may conduct improvement work and activities on portions of the Property owned by Declarant or the Association and do all things reasonably necessary or convenient as required to expeditiously commence, continue and complete such improvement work, including, but not limited to, the provision of temporary buildings, including, without limitation, trailers, temporary storage of construction materials and equipment and the installation of temporary signage of such types, in such sizes and at such locations on portions of the Property owned by Declarant or the Association as Declarant deems appropriate.

6.31 Construction Standards. Any builder constructing improvements on any Lot may conduct such builder's construction operations and activities and do all things reasonably necessary as required to expeditiously commence, continue and diligently complete construction of any such improvements. All construction activities, temporary structures, storage of materials and equipment, all construction-related parking and temporary security fences shall be confined entirely on such Lot. Each Owner is responsible for making appropriate contractual provisions with their builder, but shall remain responsible to the Association for all costs of cleaning up any debris or waste improperly disposed of or discarded anywhere on the Property relating to the construction of Owner's residence, as well as responsible for any damages done to improvements by Declarant for streets, curb and gutter. Each Owner and such Owner's contractors must maintain an attractive, clean, nuisance-free environment during the period of construction. Each Owner of a Lot on which improvements are being constructed shall keep all streets reasonably cleared of mud and dirt left by construction vehicles for each Lot. Once commenced, all construction on a Lot shall be continue with due diligence and good faith until completion.

6.32 Repairs, Replacements and Modifications. The provisions of this Article shall apply to any and all repairs, replacements or modifications of any improvements placed upon any Lot and shall not be deemed or construed as being limited to initial or new construction.

6.33 Hunting Prohibited. No hunting of any kind or character shall be allowed on the Property. No firearms shall be discharged on any Lot for any purpose.

6.34 Mineral Development. No commercial oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot, and no derrick or other structures designed for the use of boring for oil or natural gas be erected, maintained or permitted upon any Lot.

6.35 Offensive Activities. No noxious or offensive activity shall be conducted on any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance within the Property or any portion thereof. Loud, boisterous, or threatening conduct, on the part of any Owner or resident, or vandalism, or trespassing on the Lot of another Owner, or reckless and dangerous operation of vehicles on the streets of the Property, or any activities which injure or may injure persons or property shall, without limitation, be defined as "offensive activity". Cumulative of the remedies provided elsewhere herein, upon a complaint from any Owner or resident, and after such investigation as the Board may deem appropriate, a written notice shall be sent by the Board (or

its management agent or attorney) to the Owner of the Lot occupied by the person or persons violating this provision specifying the nature of the complaint and making formal demand that it cease. Should the conduct continue after such formal demand, the Owner shall be subject to a fine for each repeated violation of this provision as provided in Section 9.11. There shall be no limit to the number or aggregate amount of such Violation Fines, which may be assessed against an Owner for repeated violations of this provision.

6.36 Fireworks. It is prohibited to use, discharge, fire or shoot fireworks of any kind within the Property. Fireworks are defined as any explosive pyrotechnic display or device consisting of a combination of explosives and combustibles, set off to generate colored lights, smoke, and/or noise and shall, for purposes of illustration only but not limitation, include sparklers, aerial fireworks, artillery shells, bottle rockets, brocades, firecrackers, fountains, roman candles, girandoles, repeaters, pinwheels, rockets of any kind, MD-80s, and cherry bombs. Non-compliance subjects Lot Owners potential legal jeopardy, to include both criminal and civil statutes in place that apply, depending on the circumstances, if property damage occurs.

6.37 Religious Items. An Owner may display or affix on the entry to the Owner's or resident's Dwelling one or more religious items, the display of which is motivated by the Owner's or resident's sincere religious belief. If the displaying or affixing of a religious item on the entry to the Owner's or resident's Dwelling violates any of the following covenants, then the Association may require the removal of the item displayed: a) threatens the public health or safety, b) violates a law, c) contains language, graphics, or any display that is patently offensive to a passerby, d) is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the Owner's or resident's Dwelling or e) individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size of greater than 25 square inches.

6.38 Bulletins – Updated Protective Covenants. In addition to the architectural design guidelines, the ACC may from time to time publish, promulgate and amend architectural standards in the form of Bulletins. These Bulletins may contain specific criteria for Outbuildings, Backyard Privacy Fences, Lot Enclosure Fences, Mailboxes, and/or additional criteria which the ACC deems necessary or helpful to Owners in meeting the requirements of this Declaration. Bulletins shall have the same force and effect as this Declaration and shall be recorded in the official records of Collin County, Texas.

6.39 Lighting; Exterior Holiday Decorations. Lighting and/or decorations on a Lot may not be used or placed in a manner which, in the Board's sole and absolute discretion, constitutes a nuisance or an unreasonable source of annoyance to the occupants of other Lots. Except for lights and decorations within the interior of a residences that are not displayed in a window, lights and decorations that are erected or displayed on a Lot in commemoration or celebration of publicly observed holidays may not be displayed more than six (6) weeks in advance of that specific holiday and must be removed within thirty (30) days after the holiday has ended.

6.40 Clothes Hanging Devices. No clothes hanging devices are to be constructed or placed on the Lot, except within the residence.

6.41 Window Treatment. No aluminum foil, newspaper, reflective film, bed sheets or similar linens, nor any similar treatment, will be placed on windows or glass doors of a residence.

6.42 Air-Conditioning Units. Air-conditioning apparatuses must be installed on the ground behind the rear of the residence, on the ground on the side of the residence or in such other location as may be approved by the ACC. No air-conditioning apparatus or evaporative cooler may be located in or on the front of any residence or attached to any roof, wall or any window of any residence.

6.43 Leasing and Rentals. Leasing of a residence, in accordance with this Section 6.43, shall not be considered a business or trade within the meaning of this subsection. Nothing in this Declaration will prevent the rental of any Lot and the residence thereon by the Owner thereof for residential purposes; provided that: (i) all rentals must be for terms of at least twelve (12) months; and (ii) no portion of a Lot (other than the entire Lot) may be rented. All leases shall be in writing. Notice of any lease, together with such additional information as may be required by the Board, will be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease. Regardless of whether or not expressed in the applicable lease, all Owners shall be jointly and severally liable with the tenants of such Lot to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for any injury or damage to property caused by the negligence of the tenant of such Lot or for the acts or omissions of the tenant(s) of such Lot which constitute a violation of, or non-compliance with, the provisions of Association Documents. All leases shall comply with and be subject to the provisions of the Declaration and the provisions of same shall be deemed expressly incorporated into any lease of a Lot. This Section 6.43 shall also apply to assignments and renewals of leases.

ARTICLE VII ARCHITECTURAL CONTROL COMMITTEE

Declarant has a substantial interest in ensuring that residence and improvements within the Property maintain and enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market and sell all or any portion of the Property. Until Declarant has delegated its right to appoint and remove all members of the ACC to the Board as provided in Section 7.01 below, the ACC will be acting solely in Declarant's interest and will owe no duty to any other Owner or the Association. Notwithstanding any provision in this Declaration to the contrary, Declarant may appoint a single person to exercise the rights of the ACC.

7.01 The Architectural Control Committee. Declarant shall appoint an initial Architectural Control Committee (herein "ACC") to consist of not fewer than three (3) persons. Declarant shall have the sole and exclusive right to appoint, remove and replace members of the ACC for so long as Declarant or Declarant's affiliates or assigns own at least one (1) Lot. Thereafter, the ACC members shall be appointed, removed and replaced by the Board. Either Declarant or the Board shall have the right, but not the obligation, at any time and from time to time, to establish a second and separate review committee that, for administrative convenience, shall perform the functions of the ACC set forth in this Declaration in connection with the review of Plans submitted to the ACC by Owners of Lots on which a residence already has been constructed, for construction or

installation of additional improvements on such Lots. For so long as Declarant or Declarant's affiliates or assigns own at least one (1) Lot, Declarant shall have the sole and exclusive right to establish, abolish and appoint, remove and replace members of such second review committee. Thereafter, such functions shall be performed by the Board. At any time such second review committee is functioning, it shall be bound by and shall have the same rights and restrictions as are applicable to the ACC as set forth in this Declaration.

7.02 Purpose of the Architectural Control Committee. A function of the ACC is to review and approve or disapprove Plans for improvements proposed to be constructed or modified on Lots and otherwise perform the duties set forth in this Declaration. **NO IMPROVEMENTS SHALL BE ERECTED, CONSTRUCTED, PLACED, ALTERED, REMODELED, DEMOLISHED OR PERMITTED TO REMAIN ON A LOT UNTIL PLANS IN SUCH FORM AND DETAIL AS THE ARCHITECTURAL CONTROL COMMITTEE MAY DEEM NECESSARY SHALL HAVE BEEN SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE AND APPROVED BY IT IN WRITING.** The vote of a majority of the members of the ACC shall be considered as the act of the ACC. The process of reviewing and approving Plans and specifications is one which, of necessity, requires the ACC from time to time to make subjective judgments on items for which specific standards or guidelines are not expressly set forth in this Declaration. The ACC is given full power and authority to make any such subjective judgments and to interpret the intent and provisions of this Declaration in such manner and with such results as the ACC, in its sole and exclusive discretion, may deem appropriate, and in the absence of final adjudication by a court of competent jurisdiction that the ACC has acted in an arbitrary and capricious manner and has thereby abused its discretion, such action by the ACC shall be final and conclusive. Unless expressly stated otherwise herein, the ACC shall have the right to grant variances from the requirements of this Declaration, as it in its sole and exclusive judgment, deems appropriate. The ACC shall have the sole and exclusive discretion to determine whether Plans submitted to it for approval are acceptable, and the ACC, Declarant or the Association shall be entitled and empowered to enjoin or remove any construction undertaken pursuant to plans of designs that have not been approved in writing by the ACC.

7.03 Plans.

(a) The ACC shall have the right to disapprove any submitted Plans that are not in compliance with this Declaration, if they are incomplete, or if the ACC determines that such Plans are deficient for any reason. The ACC may base its approval or disapproval on, among other things:

- (i) architectural character of all proposed improvements, taking into consideration the aesthetic quality of any structures with respect to height, form, siding, exterior materials and roofing materials (with regard to type, scale, texture, color and durability);
- (ii) harmony of external design with improvements on other Lots;
- (iii) relation of topography, grade and finish ground elevations to that of adjoining Lots and drainage functions;

(iv) screening of mechanical and other installations;

(v) extent and quality of landscaped areas; and

(vi) compliance with the purpose and general plan and scheme of development and provisions of this Declaration.

(b) The ACC shall be available on a reasonable basis to meet with the Owner or such Owner's representatives to discuss and answer questions concerning proposed improvements and their compliance with this Declaration.

(c) An Owner desiring to construct or install any improvements on such Owner's Lot must submit to the ACC Plans, in duplicate, for such improvements, that contain sufficient detail and information to show the following (the "Plans"):

(i) General plan for the residence showing exterior shape, elevations, height, exterior materials, window locations, roofing and colors of all exterior surfaces;

(ii) Lot grading for drainage and retaining wall purposes;

(iii) Fencing and driveways;

(iv) Swimming Pools;

(v) Landscaping;

(vi) Other matters specifically requiring ACC approval as provided in this Declaration; and

(vii) Such other information as may be required by the ACC.

(d) Approval of the Plans shall be based upon a determination by the ACC as to whether or not in its judgment such Plans adequately meet objectives established for the Property with regard to aesthetic quality, as well as meeting the requirements created by this Declaration.

(e) If any submission of Plans are not complete or do not include all information required by this Declaration, the ACC, within twenty-five (25) days after such submission, shall notify the Owner of such deficiencies, and such Plans shall not be considered to have been submitted until such deficiencies have been corrected. At such time as the Plans meet the approval of the ACC, one (1) set of Plans will be retained by the ACC and the other set of Plans will be marked "Approved" and returned to the Owner or such Owner's designated representative, accompanied by a statement of complete approval or approval based on certain conditions. If the Plans are found to be not in compliance with this Declaration, one (1) set of such Plans shall be returned marked "Disapproved", accompanied by a statement of the items found not to comply with this Declaration or not to be acceptable to the ACC. Any modification or change to the approved plans must again be submitted to the ACC for its inspection, review and approval. Should the ACC fail to approve

and/or disapprove any Plans properly presented by an Owner as provided above, within thirty (30) days after submittal thereof to the ACC in appropriate form and fully complete as required by the ACC, it shall be presumed that the ACC has approved such properly submitted Plans, unless prior to the end of the thirty (30) day period the ACC shall have notified the Owner submitting such Plans in writing that an additional time period, not to exceed fifteen (15) days, is needed for further inspection and review, after which such additional period it shall be presumed that approval has been given absent specific disapproval in writing having been given by the ACC during such additional review period.

(f) An Owner may prepare detailed plans and specifications that do not vary from or modify the Plans that have been approved by the ACC. Improvements may be constructed or installed on a Lot only in conformance with such approved Plans. If work is not commenced within six (6) months from the date of ACC approval of the Plans, then the approval given by the ACC pursuant to this Article shall be deemed revoked by the ACC, unless the ACC extends in writing the time for commencing such work.

(g) Upon submission of a written narrative request for same, the ACC may, from time to time, in its sole and exclusive discretion, permit Owners to construct, erect or install improvements which are in variance from this Declaration. In any case, however, such variances shall be in basic conformity with and shall blend effectively with, the general architectural style and design of the Property. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests. The grant of a variance to any Owner shall not constitute a waiver of the ACC's right to strictly enforce this Declaration against any other Owner or against the same Owner for any other matter. Each such written request must identify and set forth in narrative detail the specific restriction or standard from which a variance is sought and describe in complete detail the exact nature of the variance sought. Any grant of a variance by the ACC must be in writing and must identify in narrative detail both the standard from which a variance is being sought and the specific variance being granted. The failure of the ACC to act on a variance request within any particular period of time shall not constitute the granting or approval of any such variance request.

7.04 Inspections. The ACC, or its designees, shall have the right during reasonable business hours to enter upon and inspect any Lot or improvements then under construction to determine whether or not the Plans have been approved by the ACC. If the ACC shall determine that such Plans have not been approved or that the plans which have been so approved are not being substantially complied with, the ACC may, in its sole and exclusive discretion, give the Owner of such Lot and improvements written notice to such effect, and thereafter, the Board, Declarant or the ACC, on behalf of the Association, shall be entitled to stop further construction and to require the removal or correction of any work in place that does not comply with the approved Plans. If any improvements shall be altered or replaced on any Lot otherwise than in substantial conformity with the approved Plans, such action shall be deemed to have been undertaken without requisite approval of the ACC and to be in violation of this Declaration; and the Board, Declarant or the ACC, on behalf of the Association, shall be entitled to take action as permitted under this Declaration with respect thereto.

7.05 Interior Alterations. An Owner may make improvements and alterations within the interior of such Owner's residence without first obtaining ACC approval, provided such interior improvements and interior alterations do not change the exterior appearance of any improvements, including, without limitation, changes in window location, window design or window materials.

7.06 Changes. No construction or installation of improvements on a Lot that is inconsistent with, in addition to, or materially different from, any previously approved Plans shall be commenced or permitted until the Plans reflecting any and all such changes or additions have been submitted and approved by the ACC in accordance with this Article; provided, however, no such approval is required for changes within the interior of any building that do not in any way change the exterior appearance.

7.07 Limitation on Liability. Declarant, the Association, the Board (or any of its members) and the ACC (or any of its members), shall not, individually or in combination, be liable in damages (or otherwise) to any Person submitting plans or specifications for approval or to any Owner of any portion of the Property, by reason of subjective decisions, mistake in judgment, negligence or nonfeasance arising out of or in connection with, the approval or disapproval or failure to approve or to disapprove any plans submitted; provided, however, this provision does not apply to acts of willful misfeasance or malfeasance, misconduct, bad faith, intentional wrongful acts or to any act expressly specified in the Association Documents as an act for which any limitation of liability set forth in the Association Documents is not applicable. Declarant, the Association, the Board (or any of its members) and the ACC (or any of its members) shall not, individually or in combination, be liable in damages (or otherwise) in connection with any construction, design, engineering or defect associated with any improvement (or otherwise) constructed on the Property. APPROVAL OF PLANS BY THE ACC DOES NOT CONSTITUTE ANY WARRANTY OR REPRESENTATION OF ANY KIND OR CHARACTER THAT SUCH PLANS COMPLY WITH GOVERNMENTAL REQUIREMENTS OR GOOD AND PRUDENT DESIGN, ENGINEERING AND CONSTRUCTION PRACTICES. IT IS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE OWNER TO DETERMINE AND SEE THAT SUCH OWNER'S PLANS AND SPECIFICATIONS COMPLY WITH ALL SUCH REQUIREMENTS AND PRACTICES.

7.08 Design Guidelines. Declarant has adopted the initial Design Guidelines, attached as Exhibit B to this Declaration, and, during the development period, will have the power from time to time, to adopt, amend, modify, or supplement the design guidelines, if any. Upon expiration or termination of the development period, the ACC will have the power, from time to time, to amend, modify, or supplement the design guidelines, if any. In the event of any conflict between the terms and provisions of the design guidelines, if any, and the terms and provisions of this Declaration, the terms and provisions of this Declaration will control. In addition, the ACC will have the power and authority to impose a fee for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of this Declaration. Such charges will be held by the ACC and used to defray the administrative expenses incurred by the ACC in performing its duties hereunder; provided, however, that any excess funds held by the ACC will be distributed to the Association at the end of each calendar year. The ACC will not be required to review any plans until a complete submittal package, as required by this Declaration and the design guidelines, is assembled and submitted to the ACC. The ACC will have the authority to adopt such additional

procedural and substantive rules and guidelines (including, without limitation, the imposition of any requirements for certificates of compliance or completion relating to any improvement and the right to approve in advance any contractor selected for the construction of improvements), not in conflict with this Declaration, as it may deem necessary or appropriate in connection with the performance of its duties hereunder.

7.09 Failure to Obtain ACC Approval. The construction, repair, replacement, installation or placement of any residence, structure or improvement of any type on a Lot without prior written approval from the ACC shall constitute a violation of the terms of this Declaration and may be grounds for the imposition by the Association of an automatic fine against the Owner of said Lot, in an amount to be determined by the Board, commencing upon the date on which the unapproved construction, repair, replacement, installation or placement commenced and continuing until such Owner has obtained ACC approval of same. The right to impose fines under this Section 7.09 shall be cumulative and not restrictive of any other remedies at law or in equity, and the exercise by Declarant, the Board, the ACC and or the Association of any particular right, power or remedy shall not be deemed an election of remedies or to preclude Declarant's, the Board's, the ACC's and/or the Association's resort to other rights, powers or remedies available to Declarant, the Board, the ACC and/or the Association under this Declaration or otherwise.

7.10 Reasonable Accommodation for Handicap. To the extent required by applicable law and subject to the requirements of this Section, the ACC will accept an application for "reasonable accommodation" (within the context of Fair Housing Acts) by or for a person with a valid handicap that qualifies for protection under the Fair Housing Act. The ACC may require adequate documentation of the handicapped person's qualification for Fair Housing Act protection as a condition of reviewing the application. To the extent permitted by applicable law, the ACC may specify aspects of the reasonable accommodation that affect the appearance and value of the Property, and the right to choose an alternate method for the reasonable accommodation. No reasonable accommodation for a handicap is permitted on portions of the Property that are visible from a street or common area without the prior written approval of the ACC.

ARTICLE VIII EASEMENTS AND MAINTENANCE OF CREEKS, FLOOD PLAINS, DRAINAGE WAYS AND OTHER COMMON PROPERTIES

8.01 Utility Easements. Declarant, the Association and providers of utility services to the Property shall have, and are hereby granted utility easements for installation, maintenance, repair, removal and operation of utilities on, under and across the Utility Easement Areas and for the removal of any obstruction that may be placed in such Utility Easement Areas that would constitute interference with the use of any such easement, or with the use, maintenance, operation or installation of any such utility. The City or the utility company exercising such easement rights shall promptly repair any damage to landscaping, sprinkler systems or other improvements resulting therefrom; provided, however, neither the City nor any utility company shall have any obligation to repair any improvements installed in any Utility Easement Areas that are prohibited by the Plat.

8.02 Common Properties. Full rights of ingress and egress shall be had by the Association as set forth in this Declaration for the purpose of maintaining and using the Common Properties, if any, as set forth herein, including but not limited to maintaining, repairing, and/or replacing the monument signs, lighting, and/or irrigation systems located on Block A, Lots 16, 31, 65, 52, 90A, 43 and 32.

8.03 Other Easements. Declarant and the Association shall have an easement for full right of ingress and egress at all times over and upon the Property for the exercise of any and all rights under this Declaration and for the carrying out by the Association of their other rights, functions, duties and obligations set out in this Declaration. Any such entry by Declarant or the Association upon a Lot shall be made with as little inconvenience to the affected Owner as practical.

8.04 Responsibilities of the Association for Maintenance of Common Properties. The Association shall, and has the sole responsibility to maintain only the Common Properties, if any, in a condition not less than the minimum standards required by the City. The Associations' costs of maintaining the Common Properties will be collected from the Owners through Assessments as provided in Article III hereof. The Association shall not seek, by either act or omission, to abandon the Association's obligations as established by this Declaration to maintain the Common Properties, if any.

8.05 Lot Owner Responsibility for Creeks, Drainage Channels & Drainage Easements on Lots. Lot Owners are solely responsible for the maintenance of, and erosion control measures for, any creeks, drainage channels and Drainage Easements affecting said Lots and shall not obstruct or interfere with the patterns on the Lot. The Declarant, the City, the Association, the Board (or any of its members) shall be held harmless and are not liable in damages (or otherwise) of any nature to any person in connection with any water, flooding or flow patterns on any Lot.

8.06 Maintenance Reserve Fund. In order to provide for the maintenance obligations contained herein, the Regular Assessments shall include an amount to establish a maintenance reserve fund for the maintenance of the Common Properties. The Association shall maintain such fund in an amount the Board shall, in its sole and absolute discretion, determine to be sufficient.

ARTICLE IX GENERAL PROVISIONS

9.01 Binding Effect and Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property, shall be binding on all Owners and shall inure to the benefit of and be enforceable by Declarant, the Association, legal representatives thereof and successors and assigns, and shall be and remain in effect for a period of fifty (50) years from and after the date of the recording of this Declaration, after which time the Declaration shall automatically be extended for successive periods of ten (10) years each, unless after such fifty (50) years an instrument executed and duly acknowledged by Owners owning, in the aggregate, at least ninety percent (90%) of all Lots, has been recorded in the Real Property Records of Collin County, Texas, abolishing this Declaration.

9.02 Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the sole and exclusive opinion of the Board, will best effect the intent of Declarant's general plan of development as reflected in this Declaration. The Board shall have the right, power and authority to determine all questions arising under or in connection with this Declaration and to construe and interpret all questions arising under or in connection with this Declaration and to construe and interpret the provisions thereof and any determination, construction or interpretation made by the Board, in the absence of an adjudication by a court of competent jurisdiction that any such action was arbitrary and capricious and an abuse of discretion, shall be binding on the Owners. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes, which are less restrictive. The effective date of this Declaration shall be the date of its filing for record in the office of the County Clerk of Collin County, Texas. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer. The singular wherever used herein shall be construed to mean the plural when applicable and vice versa, and the use herein of any gender shall mean any other gender when applicable. Any and all exhibits referred to herein and attached hereto are made a part hereof by reference. This Declaration shall be construed under, and in accordance with, the laws of the State of Texas.

9.03 Amendments. Except as otherwise provided for in this Declaration, this Declaration, or any provisions hereof may be terminated or amended as to any portion of the Property only by a document duly executed and acknowledged by Owners holding, in the aggregate, sixty-seven percent (67%) of the votes of all Members (both classes of Members) present at a duly called meeting at which a Regular Quorum is present. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the Secretary (herein so called) of the Association confirming the vote of the Members adopting such termination or amendment as required above and recorded in the Real Property Records of Collin County, Texas. Notwithstanding the above, Declarant, without the joinder of any other party, shall have the sole and absolute right to make minor changes or amendments to this Declaration, as determined by Declarant from time to time, to correct or clarify errors, omissions, mistakes or ambiguities contained herein. Further, notwithstanding the above, no amendments shall be made to the following provisions of this Declaration unless such have been first approved by Owners owning at least seventy-five percent (75%) of the Lots plus Declarant, for so long as Declarant owns at least one (1) Lot, evidenced by the execution of any such amendment by such Owners and Declarant (if applicable):

(a) changing the provisions requiring membership in the Association as provided in Section 2.02 hereof;

(b) changing the allocation of voting rights as provided in Section 2.03 hereof;

(c) changing the definitions of a Regular Quorum and Special Quorum as provided in Section 2.04 hereof;

(d) changing the type of and basis for, allocation of Assessments as provided in Article III hereof;

(e) changing the provisions regarding the subordination of the Assessment Lien as provided in Section 3.10 hereof;

(f) changing the provisions regarding affiliated contracts as provided in Section 5.03 hereof; and

(g) changing this Section.

Notwithstanding anything herein to the contrary, Declarant shall have the right to include additional real property within the Property and such additional property shall be subject to all covenants, conditions, restrictions, easements, liens and charges contained in this Declaration. Should Declarant elect to add property to this Declaration, Declarant need only to record a Supplemental Declaration describing the additional property and stating that same is subject to the terms and provisions hereof. Declarant shall also have the right to remove any of Lots 85 through 89 from the Property, thereby removing said Lots from this Declaration and Declarant need only to record a Supplemental Declaration describing the Property Lots to be removed and stating said Lots are no longer under this Declaration.

9.04 Enforcement. Declarant, the Association and the Owners shall have the right, but not the obligation, to enforce the covenants, conditions and restrictions set out in this Declaration. Enforcement may be made by any proceedings at law or in equity against any Person violating or attempting to violate any part of this Declaration, as such may be amended or modified, to restrain or enjoin violations thereof to recover damages or to seek such other relief available pursuant to applicable law. Damages shall not be deemed adequate compensation for any breach or violation of any provision of this Declaration, and Declarant, the Association and each Owner (and any lessees, tenants or other occupants of any Owner's Lot) shall be entitled to relief by way of injunction, as well as any other remedy either at law or in equity. Nothing in the foregoing sentence shall derogate against existing state law, which does not require a showing of damage but only a clear violation of the restrictive covenant(s) in question. With respect to any litigation hereunder, Property Code §5.006 mandates the allowance of reasonable attorney's fees to litigants in the enforcement of restrictive covenants. Should the Association retain counsel to collect defaulted assessments or enforce compliance with restrictions contained herein, the Association shall have the right to collect legal fees charged for such services whether or not same were rendered in the process of litigation. The rights, powers and remedies provided in this Declaration shall be cumulative and not restrictive of any other remedies at law or in equity, and the exercise by a Person of any particular right, power or remedy shall not be deemed an election of remedies or to preclude such Person to resort to other rights, power or remedies available to any such Person.

9.05 No Waiver or Obligation to Enforce. No delay or failure on the part of Declarant, the Association or any owner to invoke any available right, power or remedy with respect to a breach of this Declaration shall be held to be a waiver by that party (or estop that party from asserting) any right, power or remedy available to such party upon the recurrence or continuance of said

breach or the occurrence of a different breach. Declarant and the Association, or its officers or Board, shall not be under any obligation to take any action to enforce the terms of this Declaration.

9.06 Liens/Validity and Severability. Violation of or failure to comply with this Declaration shall not affect the validity of any mortgage, lien or other similar security instrument, which may then be existing on any Lot. Invalidation of any one (1) or more of the provisions of this Declaration, or any portions thereof by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which such other provisions and covenants shall remain in full force and effect.

9.07 Owners/Occupant Records. Except for those Owners who purchase Lots from Declarant, any Person, on becoming an Owner of a Lot, shall immediately furnish the Board a true and correct copy of the recorded instrument of conveyance vesting such ownership in said Owner. It shall be the responsibility of the Owner (and a non-Owner occupant of a Lot, if any) to keep such information current and to advise the Association of any changes.

9.08 Notices. Any notice required to be given to Declarant, the Association or any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when actually delivered by hand-delivery or three (3) days after any such notice has been deposited in the United States mail, postage prepaid, certified or registered mail, addressed (a) for notice to an Owner to the address of the Owner as shown on the records of the Association at the time of such mailing, and (b) for notice to Declarant or the Association to Van Buren Estates Homeowners Association, c/o Van Buren Estates, LLC, 1221 N. Jefferson Avenue, Mt. Pleasant, Texas 75455, or at such other address specified by Declarant or the Association by a document recorded for such purpose in the Real Property Records of Collin County, Texas.

9.09 Mortgagees. The holder of a mortgage of any interest in a Lot (herein referred to a "Mortgagee") shall be furnished with written notification from the Association of any default by the respective Owner of that Lot in the performance of obligations set forth in this Declaration provided that the Association has theretofore been furnished, in writing, with the correct name and correct address of such Mortgagee and a request to receive such notifications. At the election of the Board, such notice may be given to the mortgagee(s) without such request. No default by an Owner of a Lot under any provision of this Declaration shall affect any existing lien or mortgage on that Lot. A Mortgagee shall not be liable for Assessments made with respect to a Lot during any period in which its only interest in the Lot is that of a Mortgagee. A buyer at foreclosure, whether Mortgagee or another, shall be treated as any other Owner from the date upon which such buyer takes title.

9.10 Approvals. No approval by Declarant, the Board or the ACC pursuant to the provisions hereof shall be effective unless in writing, except as otherwise expressly provided herein.

9.11 Imposition of Violation Fines. In the event that any Person fails to cure (or fails to commence and proceed with diligence to complete the work necessary to cure) any violation of this Declaration after delivery of the pre-enforcement notice as required by Texas Property Code Section 209.006, the Board shall have the power and authority to impose upon that Person a fine for any such violation (herein referred to as a "Violation Fine") not to exceed Five Hundred and

No/00 Dollars (\$500.00). There shall be no limit to the number or the aggregate amount of Violation Fines which may be levied against a Person for the same violation. The Violation Fines, together with interest at the Default Rate of Interest and any costs of collection, including, but not limited to, reasonable attorneys' fees, shall be part of any such Violation Fine. Violation Fines shall be Special Member Assessments.

9.12 Commercial Neighbors. By acquiring an ownership or occupancy interest in the Property, each Owner and resident acknowledges that Declarant, the Association, and their respective directors, officers, committees, agents, and employees have no control over the zoning, development, or use of adjacent and nearby land. A prospective owner or resident must make his own inspection of the Property, its location and nearby land uses, and make inquiries of anything that concerns him. Declarant makes no representation of any kind as to current or future uses, actual or permitted, of any land that is adjacent to or near the Property, regardless of what any plat shows as potential uses of adjoining land. Declarant and the Association cannot and do not guaranty scenic views, volumes of traffic on streets around and through the Property, availability of schools or shopping, or any other aspect of the Property that is affected by the uses or conditions of adjacent or nearby land, water or air.

9.13 Dirt Disclosure. This representation is made that any Lot or Common Area in the Van Buren Estates subdivision is on native virgin soil or that the soil has a particular nutritional value for plants. This disclosure is made to give inquiry notice to prospective Owners, who may make their own determinations about the composition and nutrients of the material on and beneath the surface of any lot in the Property. Additionally, the residence and other improvements in the Van Buren Estates subdivision are built on ground that may be composed partly or wholly of expansive clay soils, which are prone to expand and contract in response to wetness and drought if the Owner does not properly maintain the soil to prevent soil movement. Cycles of shrinkage and swelling may put stress on structures, resulting in property damage and diminished property values. Each Owner is responsible for preserving the structural integrity of the residence and other improvements on the Lot by maintaining the moisture content of the Lot's soil to reduce the potential for soil movement that may result in damage to improvements. **EACH OWNER IS HEREBY NOTIFIED THAT THE SOIL COMPOSITION IN NORTH TEXAS IN GENERAL, AND THE PROPERTY IN PARTICULAR, AND THE CONDITION OF THE LOTS MAY RESULT IN THE SWELLING AND/OR CONTRACTION OF THE SOIL IN AND AROUND THE LOT IF THE OWNER OF THE LOT DOES NOT EXERCISE THE PROPER CARE AND MAINTENANCE OF THE SOIL REQUIRED TO PREVENT SOIL MOVEMENT.** If the Owner fails to exercise the necessary precautions, damage, settlement, movement or upheaval to the foundation and structural failure may occur. Owners are highly encouraged to install and maintain proper irrigation around their Dwelling or take such other measures to ensure even, proportional, and prudent watering around the foundation of the Dwelling.

9.14 Wood. Natural wood has considerable variation due to its organic nature. There may be shades of white, red, black or even green in areas. In addition, mineral streaks may also be visible. Grain pattern or texture will vary from consistent to completely irregular; wood from different areas of the same tree can also have variations in pattern or texture. It is these variations in wood that add to its aesthetic appeal. These variations in grain will in turn accept stain in varying

amounts, which will show throughout the wood products from one door to the next, one panel to the next or one piece of wood to the next. Also, cabinet finishes (including gloss and/or matte finishes) will not be entirely consistent and some minor irregularities will be apparent. Additionally, wood and wood products may be subject to warping, splitting, swelling and/or delamination, and surfaces may weather differently due to the type of wood, its location in or on a residence, and other factors. Wood floors may require more maintenance than some man-made materials. Owners of residences with wood floors should educate themselves about wood floor care.

9.15 Stone. Veins and colors of any marble, slate or other stone if any, within a residence, may vary drastically from one piece of stone to another. Each piece is different. Marble, granite, slate and other stone can also have chips and shattering veins, which look like scratches. The thickness of the joints between marble, granite, slate and other stone and/or other materials against which they have been laid will vary and there will be irregularities in surface smoothness. Marble and other stone finishes may be dangerously slippery and Declarant assumes no responsibility for injuries sustained as a result of exposure to or use of such materials. Periodic use of professionally approved and applied sealant is needed to ensure proper maintenance of the marble, granite, slate and other stone and it is the Owner's responsibility to properly maintain these materials. Marble, granite and other stone surfaces may scratch, chip or stain easily. Such substances, as part of their desirable noise attenuating properties, may flex or move slightly in order to absorb impacts. Such movement may in turn cause grout to crack or loosen or cause some cracking in the stone flooring which may need to be repaired as part of normal home maintenance.

9.16 Chemicals. Each residence will contain products that have water, powders, solids and industrial chemicals, which will be used in construction. The water, powders, solids and industrial chemicals will and do contain mold, mildew, fungus, spores and chemicals that may cause allergic or other bodily reactions in certain individuals. Leaks, wet flooring and moisture will contribute to the growth of molds, mildew, fungus or spores. Declarant is not responsible for any illness or allergic reactions that a person may experience as a result of mold, mildew, fungus or spores. It is the responsibility of the Owner to keep their Residence clean, dry, well ventilated and free of contamination.

9.17 Not a Condominium. This document does not and is not intended to create a condominium within the meaning of the Texas Uniform Condominium Act, Tex. Prop. Code Ann., Section 82.001, et seq.

9.18 Rights and Obligations Run With Land. The provisions of this Declaration are covenants running with the land and will inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. No Lot is exempt from the terms set forth herein. By the recording or the acceptance of a deed conveying a Lot or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed will be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration, whether or not mention thereof is made in said deed. Notwithstanding any provision herein, the rights of Declarant as provided herein shall not run with the land, but instead may only be transferred or assigned as provided in Section 9.16 hereof.

9.19 Assignment of Declarant's Rights. Declarant may assign, in whole or in part, its rights as Declarant by executing and recording a document assigning such rights. Upon a Declarant's assignment of any or all of its rights as Declarant under this Declaration, the assigning Declarant shall automatically, without further acknowledgment or consent of any other party, be fully released and discharged from any obligations accruing under this Declaration after the date of such assignment, including, without limitation, the obligation of such assigning Declarant to fund Budget Deficits arising after such assignment.

9.20 Disclaimer Regarding Security. Neither the Association nor Declarant shall in any way be considered insurers or guarantors of security within the Property, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants, invitees and licensees that the Association, its Board and committees and Declarant are not insurers and that each person using any portion of the Property assumes all risks for loss or damage to persons, to Lots and to the contents of Lots resulting from acts of third parties.

9.21 Gender. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, will include all other genders, and the singular will include the plural, and vice versa.

9.22 Headings. The headings contained in this Declaration are for reference purposes only and will not in any way affect the meaning or interpretation of this Declaration.

9.23 Conflicts. In the event of conflict between this Declaration and any Bylaws, rules, regulations or the Certificate, this Declaration will control.

ARTICLE X ANNEXATION AND WITHDRAWAL

10.01 Annexation by Declarant. While Declarant owns any real property subject to this Declaration, Declarant may, at its sole option, unilaterally amend and expand the definition of Property by annexing real property into the Association and subjecting such real property to the terms hereof; provided; however, that Declarant shall not have the right to annex real property that is located more than one-half (1/2) of a mile from the Property (as such term may be amended), without the required approval of the Members as provided in Section 10.2 below.

10.02 Recording of Annexation. The annexation of such real property shall be evidenced by a written Recorded document.

10.03 No Duty to Annex. Nothing herein contained shall establish any duty or obligation on the part of Declarant or any Member to annex any real property, and no owner of any property excluded from the Association shall have any right to have such property annexed thereto.

10.04 Withdrawal of Property. For a period of five (5) years from the date of recording this Declaration, Declarant may, without the consent, vote or approval of the Association or its members, amend this Declaration to withdraw any real property from the definition of the Property and from the coverage of this Declaration.

ARTICLE XI DISPUTE RESOLUTION

11.01 Agreement to Encourage Resolution of Disputes Without Litigation.

Introduction and Definitions. The Association, the Owners, Declarant, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, the “Parties”), agree to encourage the amicable resolution of disputes involving the Property and the Common Area to avoid the emotional and financial costs of litigation and arbitration if at all possible. Accordingly, each Party hereby covenants and agrees that this Article applies to all Claims as hereafter defined. This Article XI may only be amended with the prior written approval of the Declarant, the Association (acting through a Majority of the Board), and Owners holding 100% of the votes in the Association.

As used in this Article only, the following words, when capitalized, have the following specified meanings:

- (a) “Claim“ means:
 - (i) Claims relating to the rights and/or duties of the Declaration, the Association, or the ACC, under the Restrictions.
 - (ii) Claims relating to the acts or omissions of the Declarant, the Association or a Board member or officer of the Association during control and administration of the Association, any claim asserted against the ACC.
 - (iii) Claims relating to the design or construction of the Common Area or any Improvements located on the Property.
- (b) “Claimant” means any Party having a Claim against any other Party.
- (c) “Respondent” means any Party against which a Claim has been asserted by a Claimant.

11.02 Mandatory Procedures. Claimant may not initiate any proceeding before any administrative tribunal seeking redress of resolution of its Claim until Claimant has complied with the procedures of this Article. As provided in Section 11.09 below, a Claim will be resolved by binding arbitration.

11.03 Claim by the Association – Common Areas. In accordance with this Declaration, the Association does not have the power or right to institute, defend, intervene in, settle, or compromise litigation or administrative proceedings: (i) in the name of or on behalf of any Lot Owner (whether one or more); or (ii) pertaining to a Claim, as defined in Section 11.01(a) above, relating to the design or construction of Improvements on a Lot. In the event the Association or a Lot Owner asserts a Claim related only to the Common Area, as a precondition to providing the Notice defined in Section 11.05, initiating the mandatory dispute resolution procedures set forth in this Article XI, or taking any other action to prosecute a Claim related to the Common Area, the Association or a Lot Owner, as applicable, must:

(a) Independent Report on the Condition of the Common Areas. Obtain an independent third-party report (the “Common Area Report”) from a licensed professional engineer which: (i) identifies the Improvements or Common Areas subject to the Claim including the present physical condition of the Common Areas; (ii) describes any modification, maintenance, or repairs to the Common Areas performed by the Lot Owner(s) and/or the Association; and (iii) provides specific and detailed recommendations regarding remediation and/or repair of the Common Areas subject to the Claim. For the purposes of this Section, an independent third-party report is a report obtained directly by the Association or a Lot Owner and paid for by the Association or a Lot Owner, as applicable, and not prepared by a person employed by or otherwise affiliated with the attorney or law firm that represents or will represent the Association or a Lot Owner in the Claim. As a precondition to providing the Notice described in Section 11.05, the Association or Lot Owner must provide at least ten (10) days prior written notice of the inspection, calculated from the date of receipt of such notice, to each party subject to a Claim which notice shall identify the independent third-party engaged to prepare the Common Area Report, the specific Common Areas to be inspected, and the date and time the inspection will occur. Each party subject to a Claim may attend the inspection, personally or through an agent. Upon completion, the Common Area Report shall be provided to each party subject to a Claim. In addition, before providing the Notice described in Section 11.05, the Association or Lot Owner shall have permitted each party subject to a Claim the right, for a period of ninety (90) days, to inspect and correct, any condition identified in the Common Area Report.

(b) Claim by the Association - Owner Meeting and Approval. If the Claim is prosecuted by the Association, the Association must obtain approval from Members holding at least sixty-seven percent (67%) of the votes in the Association to: (i) provide the Notice described in Section 11.05, (ii) initiate the mandatory dispute resolution procedures set forth in this Article XI, or (iii) take any other action to prosecute a Claim, which approval from Members must be obtained at a special meeting of Members called in accordance with the Bylaws. The notice of meeting required hereunder will be provided pursuant to the Bylaws but the notice must also include: (i) the nature of the Claim, the

relief sought, the anticipated duration of prosecuting the Claim, and the likelihood of success; (ii) a copy of the Common Area Report; (iii) a copy of any proposed engagement letter, with the terms of such engagement between the Association and an attorney to be engaged by the Association to assert or provide assistance with the Claim (the “Engagement Letter”); (iv) a description of the attorney’s fees, consultant fees, expert witness fees, and court costs, whether incurred by the Association directly or for which it may be liable if it is not the prevailing party or that the Association will be required, pursuant to the Engagement Letter or otherwise, to pay if the Association elects to not proceed with the Claim; (v) a summary of the steps previously taken, and proposed to be taken, to resolve the Claim; (vi) an estimate of the impact on the value of each Lot if the Claim is prosecuted and an estimate of the impact on the value of each Lot after resolution of the Claim; (vii) an estimate of the impact on the marketability of each Lot if the Claim is prosecuted and during prosecution of the Claim, and an estimate of the impact on the value of each Lot during and after resolution of the Claim; (viii) the manner in which the Association proposes to fund the cost of prosecuting the Claim; and (ix) the impact on the finances of the Association, including the impact on present and projected reserves, in the event the Association is not the prevailing party. The notice required by this paragraph must be prepared and signed by a person other than, and not employed by or otherwise affiliated with, the attorney or law firm that represents or will represent the Association or Lot Owner, as applicable, in the Claim. In the event Members approve providing the Notice described in Section 11.05, or taking any other action to prosecute a Claim, the Members holding a Majority of the votes in the Association, at a special meeting called in accordance with the Bylaws, may elect to discontinue prosecution or pursuit of the Claim.

11.04 Claim by Owners – Improvements on Lots. Notwithstanding anything contained herein to the contrary, **in the event a warranty is provided to a Lot Owner by Declarant or a Homebuilder relating to the design or construction of any Improvements (designed or constructed by Declarant or a Homebuilder) located on a Lot, then this Article XI shall not apply to those items, and the Lot Owner’s sole and exclusive remedies shall be pursuant to the agreement between the Owner and Homebuilder.** If a warranty has not been provided to a Lot Owner relating to the design or construction of any Improvements located on a Lot, then this Article XI will apply. If a Lot Owner brings a Claim, as defined in Section 11.01, relating to the design or construction of any Improvements located on a Lot (whether one or more), as a precondition to providing the Notice defined in Section 11.05, initiating the mandatory dispute resolution procedures set forth in this Article XI, or taking any other action to prosecute a Claim, the Lot Owner must obtain an independent third-party report (the “Owner Improvement Report”) from a licensed professional engineer which: (i) identified the Improvements subject to the Claim including the present physical condition of the Improvements, (ii) describes any modification, maintenance, or repairs to the Improvements performed by the Lot Owner(s) and/or the Association, and (iii) provides specific and detailed recommendations regarding remediation and/or repair of the Improvements subject to the Claim. For purposes of this Section, an independent third-party report is a report obtained directly by the Lot Owner and paid for by the Lot Owner, and not prepared by a person employed by or otherwise affiliated with the attorney or law firm that represents or will represent the Lot Owner in the Claim. As a precondition to providing the Notice described in Section 11.05, the Lot Owner must provide at least ten (10) days prior written notice of the inspection, calculated from the date of receipt of such notice, to each

party subject to a Claim which notice shall identify the independent third-party engaged to prepare the Owner Improvement Report, the specific Improvements to be inspected, and the date and time the inspection will occur. Each party subject to a Claim may attend the inspection, personally or through an agent. Upon completion, the Lot Owner Improvement Report shall be provided to each party subject to a Claim. In addition, before providing the Notice described in Section 11.05, the Lot Owner shall have permitted each party subject to a Claim the right, for a period of ninety (90) days, to inspect and correct, any condition identified in the Owner Improvement Report.

11.05 Notice. Claimant must notify Respondent in writing of the Claim (the “Notice”), stating plainly and concisely: (i) the nature of the Claim, including date, time, location, persons involved, and Respondent’s role in the Claim; (ii) the basis of the Claim (i.e., the provision of the Restrictions or other authority out of which the Claim arises); (iii) what Claimant wants Respondent to do or not do to resolve the Claim; and (iv) that the Notice is given pursuant to this Section. For Claims governed by Chapter 27 of the Texas Property Code, the time period for negotiation in Section 11.06 below, is equivalent to the sixty (60) day period under Section 27.004 of the Texas Property Code. If a Claim is subject to Chapter 27 of the Texas Property Code, the Claimant and Respondent are advised, in addition to compliance with Section 11.06, to comply with the terms and provisions of Section 27.004 during such sixty (60) day period. Section 11.06 does not modify or extend the time period set forth in Section 27.004 of the Texas Property Code. Failure to comply with the time periods or actions specified in Section 27.004 could affect a Claim if the Claim is subject to Chapter 27 of the Texas Property Code. The one hundred and twenty (120) day period for mediation set forth in Section 11.07 below, is intended to provide the Claimant and Respondent with sufficient time to resolve the Claim in the event resolution is not accomplished during negotiation. If the Claim is not resolved during negotiation, mediation pursuant to Section 11.07 is required without regard to the monetary amount of the Claim.

If the Claimant is the Association, the Notice will also include: (a) a true and correct copy of the Common Area Report; (b) a copy of the Engagement Letter; (c) copies of all reports, studies, analyses, and recommendations obtained by the Association related to the Common Area which forms the basis of the Claim; (d) a true and correct copy of the special meeting notice provided to Members in accordance with Section 11.03(b) above; and (e) reasonable and credible evidence confirming that Members holding sixty-seven percent (67%) of the votes in the Association approved providing the Notice. If the Claimant is not the Association and pertains to the Common Areas, the Notice will also include a true and correct copy of the Common Area Report. If the Claimant is not the Association and pertains to Improvements on a Lot, the Notice will also include a true and correct copy of the Owner Improvement Report.

11.06 Negotiation. The Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within sixty (60) days after Respondent’s receipt of the Notice, Respondent and Claimant will meet at a mutually acceptable place and time to discuss the Claim. If the Claim involves all or any portion of the Property, then at such meeting or at some other mutually-agreeable time, Respondent and Respondent’s representatives will have full access to the Property that is subject to the Claim for the purposes of inspecting the Property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent’s representatives and agents with full access to the Property to take and complete corrective action.

11.07 Mediation. If the Parties negotiate, but do not resolve the Claim through negotiation within one-hundred twenty (120) days from the date of the Notice (or within such other period as may be agreed upon by the Parties), Claimant will have thirty (30) additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the parties mutually agree. The mediator must have at least five (5) years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the 30-day period, Respondent may submit the Claim to mediation in accordance with this Section 11.07.

11.08 Termination of Mediation. If the Parties do not settle the Claim within thirty (30) days after submission to mediation, or within a time deemed reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. Thereafter, Claimant may file suit or initiate arbitration proceedings on the Claim, as appropriate and permitted by this Article XI.

11.09 Binding Arbitration-Claims. All Claims must be settled by binding arbitration. Claimant or Respondent may, by summary proceedings (e.g., a plea in abatement or motion to stay further proceedings), bring an action in court to compel arbitration of any Claim not referred to arbitration as required by this Section 11.09.

(a) Governing Rules. If a Claim has not been resolved after mediation as required by Section 11.07, the Claim will be resolved by binding arbitration in accordance with the terms of this Section 11.09 and the rules and procedures of the American Arbitration Association (“AAA”) or, if the AAA is unable or unwilling to act as the arbitrator, then the arbitration shall be conducted by another neutral reputable arbitration service selected by Respondent in either Ellis or Johnson County, Texas. Regardless of what entity or person is acting as the arbitrator, the arbitration shall be conducted in accordance with the AAA’s “Construction Industry Dispute Resolution Procedures” and, if they apply to the disagreement, the rules contained in the Supplementary Procedures for Consumer-Related Disputes. If such Rules have changed or been renamed by the time a disagreement arises, then the successor rules will apply. Also, despite the choice of rules governing the arbitration of any Claim, if the AAA has, by the time of Claim, identified different rules that would specifically apply to the Claim, then those rules will apply instead of the rules identified above. In the event of any inconsistency between any such applicable rules and this Section 11.09, this Section 11.09 will control. Judgment upon the award rendered by the arbitrator shall be binding and not subject to appeal except as provided in Section 11.09(d), but may be reduced to judgment or enforced in any court having jurisdiction. Notwithstanding any provision to the contrary or any applicable rules for arbitration, any arbitration with respect to Claims arising hereunder shall be conducted by a panel of three (3) arbitrators, to be chosen as follows:

(i) One arbitrator shall be selected by Respondent, in its sole and absolute discretion;

(ii) One arbitrator shall be selected by Claimant, in its sole and absolute discretion; and

(iii) One arbitrator shall be selected by mutual agreement of the arbitrators having been selected by Respondent and the Claimant, in their sole and absolute discretion.

(b) Exceptions to Arbitration; Preservation of Remedies. No provision of, nor the exercise of any rights under, this Section 11.09 will limit the right of Claimant or Respondent, and Claimant and the Respondent will have the right during any Claim, to seek, use, and employ ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, or protecting upon any property, real or personal, that is involved in a Claim, including, without limitation, rights and remedies relating to: (i) exercising self-help remedies (including set-off rights); or (ii) obtaining provisions or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction before, during, or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self-help remedies shall not constitute a waiver of the right of any party to submit the Claim to arbitration nor render inapplicable the compulsory arbitration provisions hereof.

(c) Statute of Limitations. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding under this Section 11.09.

(d) Scope of Award; Modification or Vacation of Award. The arbitrator shall resolve all Claims in accordance with the applicable substantive law. The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of this Section 11.09 and subject to Section 11.10 below (attorney's fees and costs may not be awarded by the arbitrator); provided, however, that for a Claim, or any portion of a Claim governed by Chapter 27 of the Texas Property Code, or any successor statute, in no event shall the arbitrator award damages which exceed the damages a Claimant would be entitled to under Chapter 27 of the Texas Property Code. In all arbitration proceedings the arbitrator shall make specific, written findings of fact and conclusions of law. In all arbitration proceedings the parties shall have the right to seek vacation or modification of any award that is based in whole, or in part, on (i) factual findings that have no legally or factually sufficient evidence, as those terms are defined in Texas law; (ii) conclusions of law that are erroneous; (iii) an error of federal or state law; or (iv) a cause of action or remedy not expressly provided under existing state or federal law. In no event may an arbitrator award speculative, consequential, or punitive damages for any Claim.

(e) Other Matters. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within one hundred and eighty (180) days of the filing of the Claim for arbitration by notice from either party to the other. Arbitration proceedings hereunder shall be conducted in either Ellis or Johnson County, Texas. The arbitrator shall be empowered to impose sanctions and to take such other actions as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Texas Rules of Civil Procedure and Applicable Law. Each party agrees to keep all Claims and arbitration proceedings strictly confidential, except for disclosures of

information required in the ordinary course of business of the parties or by Applicable Law or regulation. In no event shall any party discuss with the news media or grant any interviews with the news media regarding a Claim or issue any press release regarding any Claim without the written consent of the other parties to the Claim.

11.10 Allocation of Costs. Notwithstanding any provision in this Declaration to the contrary, each Party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, Mediation, and Arbitration sections above, including its attorney's fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator and arbitrator.

11.11 General Provisions. A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not party to Claimant's Claim.

11.12 Period of Limitation.

(a) For Actions by an Owner. The exclusive period of limitation for any of the Parties to bring any Claim shall be the earliest of: (i) for Claims alleging construction defect or defective design, two (2) years and one (1) day from the date that the Owner discovered or reasonably should have discovered evidence of the Claim; (ii) for Claims other than those alleging construction defect or defective design, four (4) years and one (1) day from the date that the Owner discovered or reasonably should have discovered evidence of the Claim; or (iii) for all Claims, the applicable statute of limitations under Texas law. In no event shall this Section 11.12(a) be interpreted to extend any period of limitations under Texas law.

(b) For Actions by the Association. The exclusive period of limitation for the Association to bring any Claim, including, but not limited to, a Claim of construction defect or defective design of the Common Areas, shall be the earliest of: (i) for Claims alleging construction defect or defective design, two (2) years and one (1) day from the date that the Association or its agents discovered or reasonably should have discovered evidence of the Claim; (ii) for Claims other than those alleging construction defect or defective design of the Common Areas, four (4) years and one (1) day from the date that the Association discovered or reasonably should have discovered evidence of the Claim; or (iii) for all Claims, the applicable statute of limitations under Texas law. In no event shall this Section 11.12(b) be interpreted to extend any period of limitations under Texas law.

11.13 Funding Arbitration and Litigation. The Association must levy a Special Assessment to fund the estimate costs of arbitration, including estimated attorney's fees, conducted pursuant to this Article XI or any judicial action initiated by the Association. The Association may not use its annual operating income or reserve funds or savings to fund arbitration or litigation, unless the Association's annual budget or a savings account was established and funded from its inception as an arbitration and litigation reserve fund.

EXECUTED as of the 20 day of November, 2018.

DECLARANT:

VAN BUREN ESTATES, LLC,
a Texas limited liability company

By: Jan Anderson
Its: Managing Member

THE STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the 20 day of November, 2018, by Jan Anderson, of Van Buren Estates, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and the capacity therein expressed.

Brian Smith
Notary Public, State of Texas

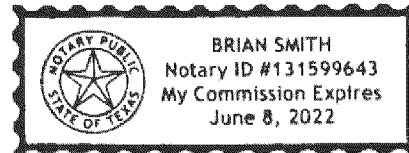
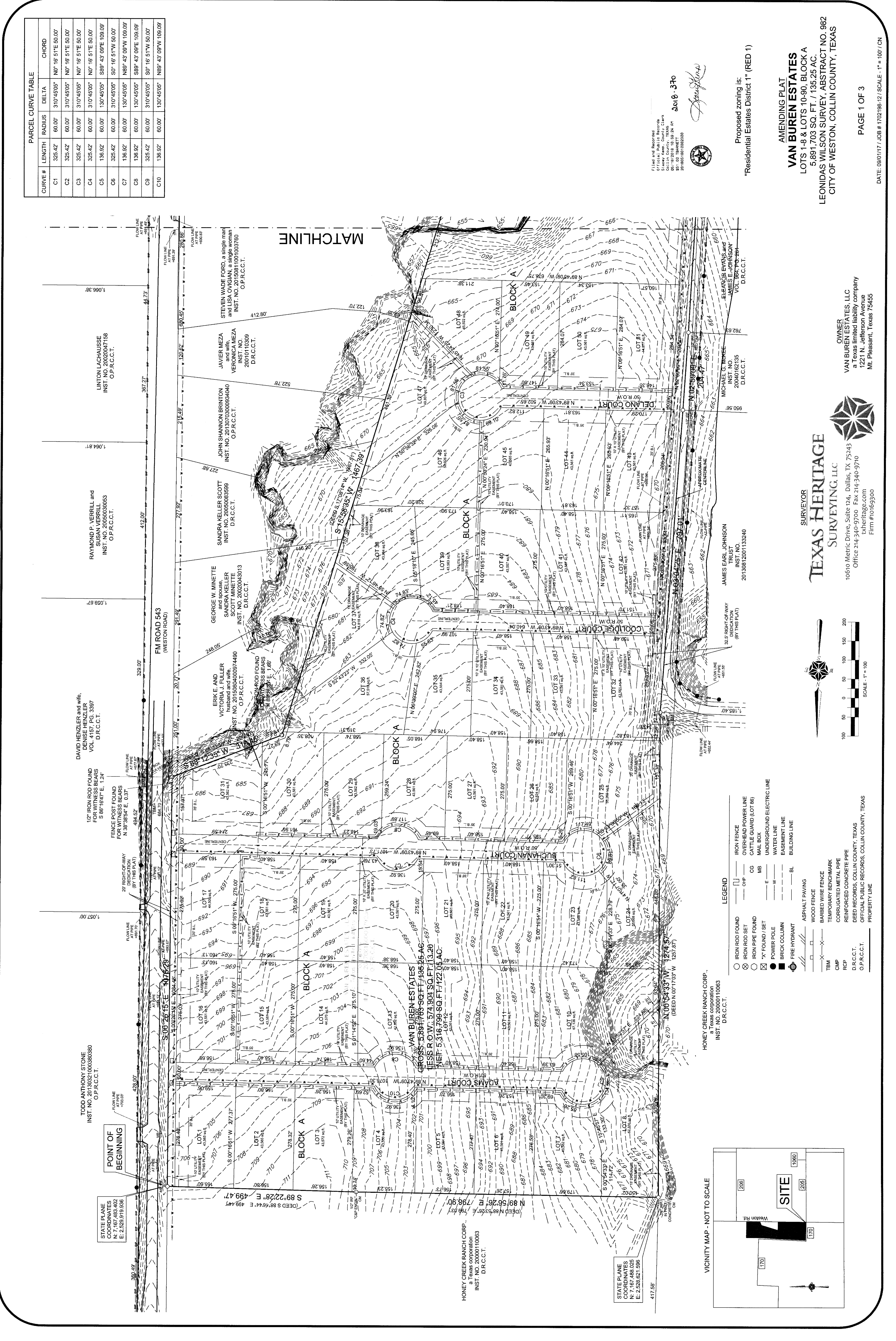


Exhibit A

| CURVE # | LENGTH | RADIUS | DELTA | CHORD |
|---------|--------|--------|------------|---------------------|
| C1 | 325.42 | 60.00' | 310°45'05" | N0°16'51"E 50.00' |
| C2 | 325.42 | 60.00' | 310°45'05" | N0°16'51"E 50.00' |
| C3 | 325.42 | 60.00' | 310°45'05" | N0°16'51"E 50.00' |
| C4 | 325.42 | 60.00' | 310°45'05" | N0°16'51"E 50.00' |
| C5 | 136.92 | 60.00' | 130°45'05" | S89°43'09"E 109.09' |
| C6 | 325.42 | 60.00' | 310°45'05" | S0°16'51"W 50.00' |
| C7 | 136.92 | 60.00' | 130°45'05" | N89°43'09"W 109.09' |
| C8 | 136.92 | 60.00' | 130°45'05" | S89°43'09"E 109.09' |
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| C10 | 136.92 | 60.00' | 130°45'05" | N89°43'09"W 109.09' |



STATE PLANE COORDINATES
N: 7,167,485.402
E: 2,529,919.596

POINT OF BEGINNING

TODD ANTHONY STONE
INST. NO. 2013032100038080
O.P.R.C.C.T.

DAVID HENZLER and wife,
DENISE HENZLER
VOL. 4197, PG. 3397
D.R.C.C.T.

RAYMOND P. VERRILL and
SUSAN VERRILL
INST. NO. 20050030053
O.P.R.C.C.T.

JOHN SHANNON BRINTON
INST. NO. 20070000954040
O.P.R.C.C.T.

SANDRA KELLER SCOTT
and wife,
SCOTT MINETTE
INST. NO. 20050083999
D.R.C.C.T.

JAVIER MEZA
and wife,
VERONICA MEZA
INST. NO. 2001010309
D.R.C.C.T.

STEVEN WADE FORD, a single man
and LISA OVIGIAN, a single woman
INST. NO. 20150811001003760
O.P.R.C.C.T.

HONEY CREEK RANCH CORP.,
a Texas corporation
INST. NO. 20000110083
D.R.C.C.T.

HONEY CREEK RANCH CORP.,
a Texas corporation
INST. NO. 20000110083
D.R.C.C.T.

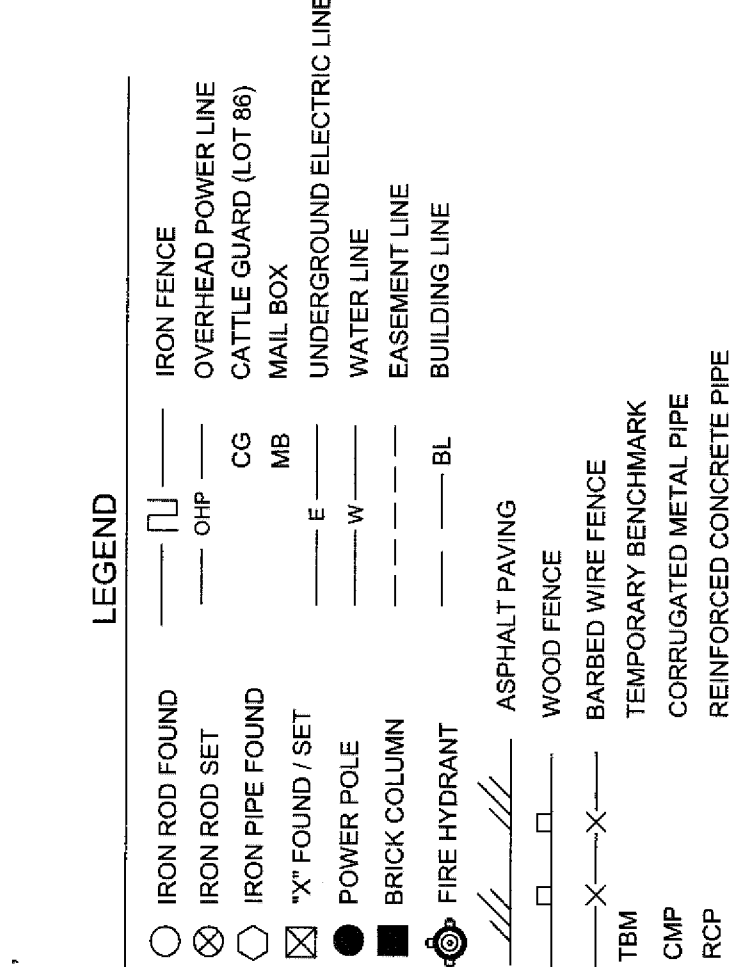
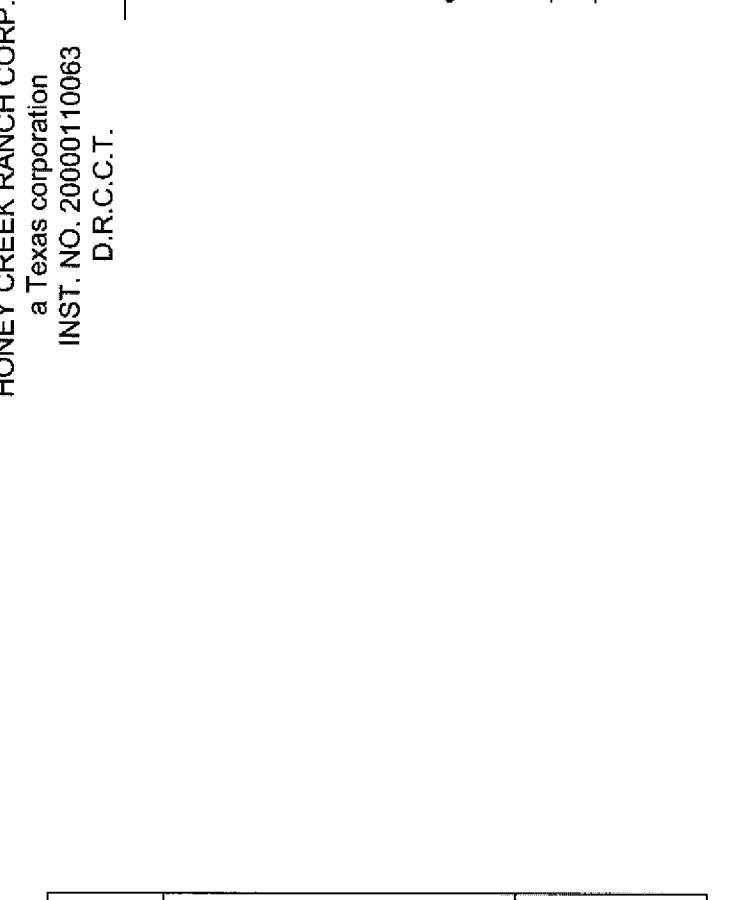
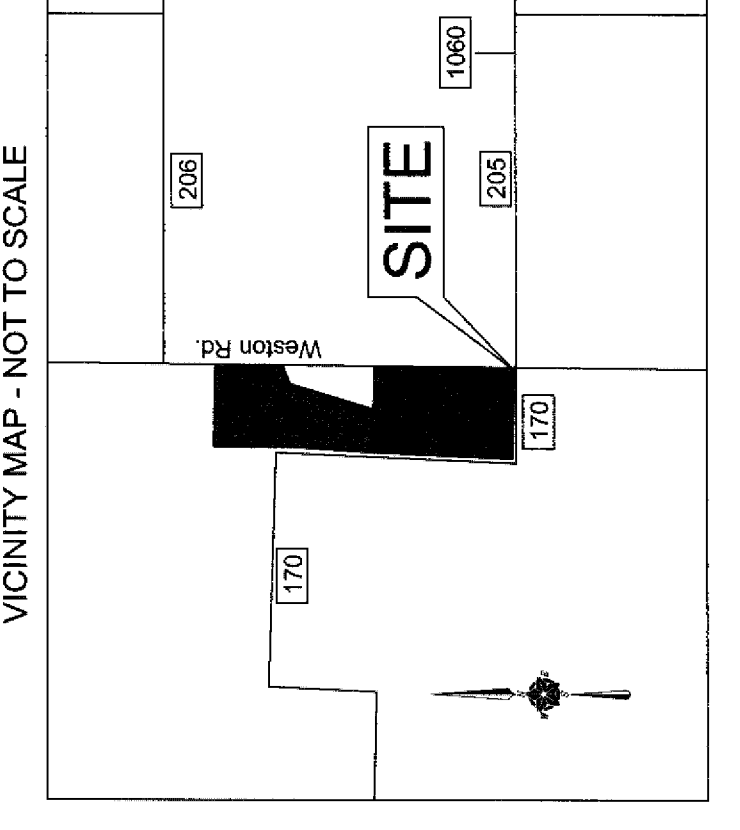
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a Texas corporation
INST. NO. 20000110083
D.R.C.C.T.

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a Texas corporation
INST. NO. 20000110083
D.R.C.C.T.

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INST. NO. 20000110083
D.R.C.C.T.

HONEY CREEK RANCH CORP.,
a Texas corporation
INST. NO. 20000110083
D.R.C.C.T.



TEXAS HERITAGE
SURVEYING, L.L.C.
10610 Metric Drive, Suite 124, Dallas, TX 75243
Office 214-340-9700 Fax 214-340-9710
txheritage.com
Firm #10169500

OWNER
VAN BUREN ESTATES, LLC
a Texas limited liability company
1221 N. Jefferson Avenue
Mt. Pleasant, Texas 75455

AMENDING PLAT
VAN BUREN ESTATES
LOTS 1-8 & LOTS 10-90, BLOCK A
5,891,703 SQ. FT. / 135.25 AC.
LEONIDAS WILSON SURVEY, ABSTRACT NO. 982
CITY OF WESTON, COLLIN COUNTY, TEXAS

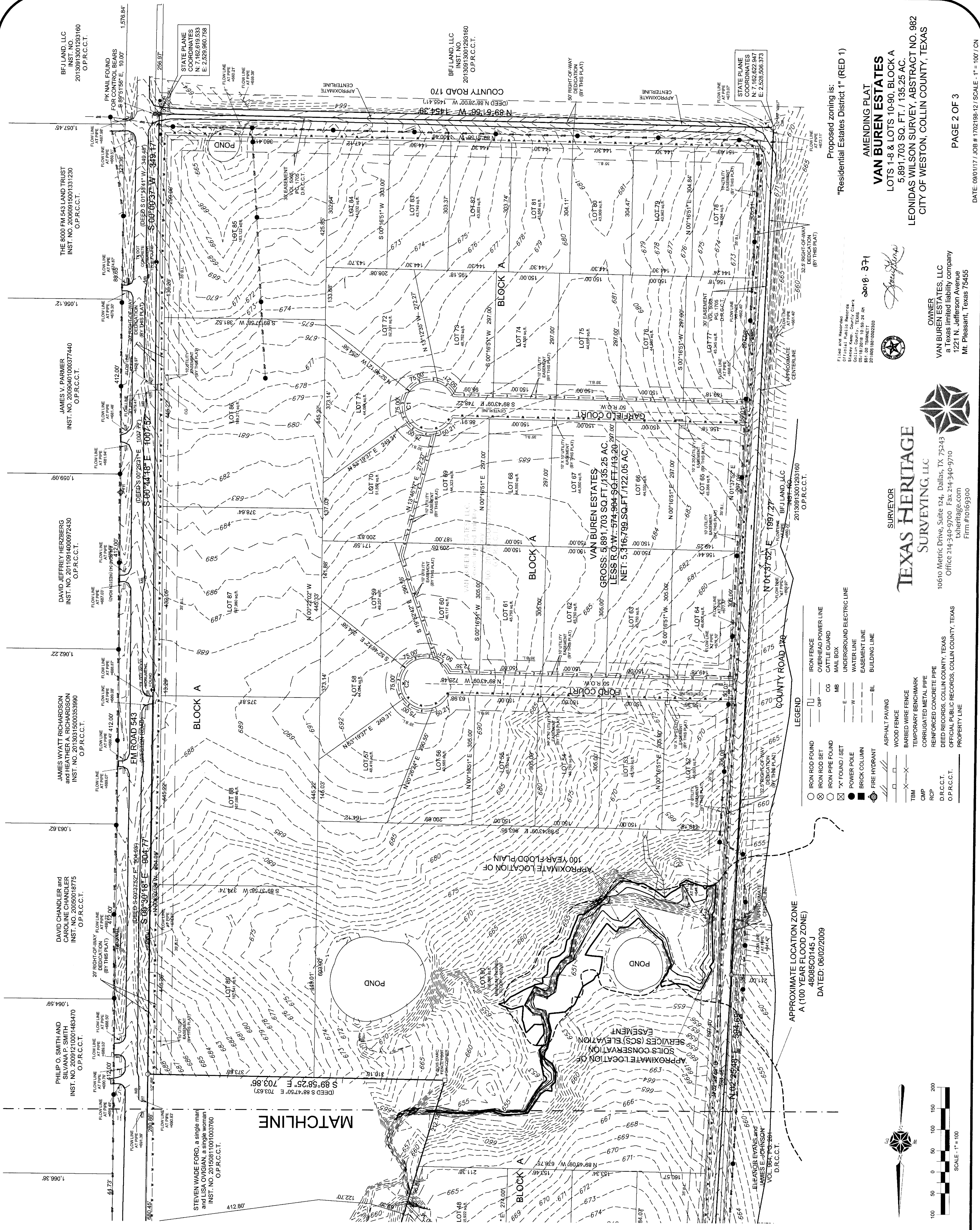
Proposed zoning is:
"Residential Estates District 1" (RED 1)

Filed and Recorded
Official Public Records
Collin County, Texas
08/19/2018 10:59:24 AM
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2018.370
[Signature]

PAGE 1 OF 3

DATE: 08/01/17 / JOB #: 1702189-12 / SCALE: 1" = 100' / CN



BFJ LAND, LLC
INST. NO. 2010893001293160
O.P.R.C.C.T.

THE 8000 FM 543 LAND TRUST
INST. NO. 2006091500131230
O.P.R.C.C.T.

JAMES V. PARMER
INST. NO. 2009040100037440
O.P.R.C.C.T.

DAVID JEFFREY HERZBERG
INST. NO. 20107400097430
O.P.R.C.C.T.

JAMES WYATT RICHARDSON
and HEATHER A. RICHARDSON
INST. NO. 2013031500035390
O.P.R.C.C.T.

DAVID CHANDLER and
CAROLINE CHANDLER
INST. NO. 20050018775
O.P.R.C.C.T.

PHILIP O. SMITH AND
SILVANA P. SMITH
INST. NO. 2009121001483470
O.P.R.C.C.T.

STEVEN WADE FORD, a single man
and ECKA O. SMITH, a single woman
INST. NO. 2016091501069700
O.P.R.C.C.T.

STATE PLANE
COORDINATES
N: 7,162,619.533
E: 2,529,960.758

BEJ LAND, LLC
INST. NO. 20130913001293160
O.P.R.C.C.T.

STATE PLANE
COORDINATES
N: 7,162,622.947
E: 2,529,960.373

Proposed zoning is:
"Residential Estates District 1" (RED 1)

AMENDING PLAT
VAN BUREN ESTATES
LOTS 1-8 & LOTS 10-90, BLOCK A
5,891,703 SQ. FT. / 135.25 AC.
LEONIDAS WILSON SURVEY, ABSTRACT NO. 982
CITY OF WESTON, COLLIN COUNTY, TEXAS

Filed and Recorded
Official Public Records
Collin County, Texas
CLERK
05/19/2018 10:58:24 AM
20180913001293160
20180913001293160

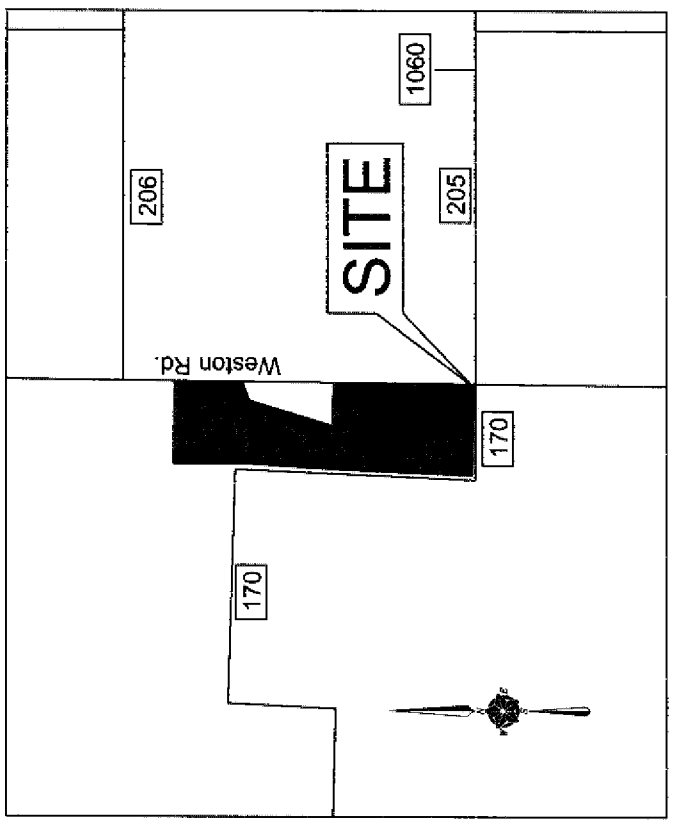
OWNER
VAN BUREN ESTATES, LLC
a Texas limited liability company
1221 N. Jefferson Avenue
Mt. Pleasant, Texas 75455

TEXAS HERITAGE
SURVEYING, LLC
10610 Metric Drive, Suite 124, Dallas, TX 75243
Office 214-240-9700 Fax 214-340-9710
txheritage.com
Firm #10169300

SURVEYOR
LEONIDAS WILSON
D.R.C.C.T.

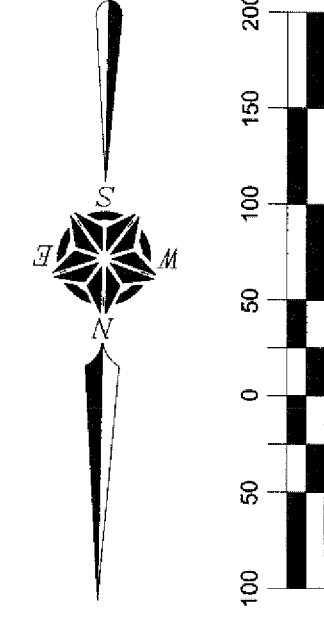
PARCEL CURVE TABLE

| CURVE # | LENGTH | RADIUS | DELTA | CHORD |
|---------|---------|--------|------------|-----------------------|
| C1 | 325.42' | 60.00' | 310°45'05" | N0° 16' 51"E 50.00' |
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| C10 | 136.92' | 60.00' | 130°45'05" | N89° 43' 09"W 109.09' |



APPROXIMATE LOCATION ZONE
A (100 YEAR FLOOD ZONE)
48085C0145 J
DATED: 06/02/2009

APPROXIMATE LOCATION OF
SOILS CONSERVATION
SERVICES (SCS) ELEVATION
BASEMENT
APPROXIMATE LOCATION OF
100 YEAR FLOOD PLAIN



OWNERS CERTIFICATE

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS, Van Buren Estates, LLC, a Texas limited liability company is the owner of a tract of land situated in the Leonidas Wilson Survey, Abstract No. 982 in Collin County, Texas, and being all of Van Buren Estates, an Addition to the City of Weston, Collin County, Texas, according to the Map thereof recorded in Volume 2017, Page 963, Map Records, Collin County, Texas, and being conveyed to Van Buren Estates, LLC, a Texas limited liability company, by Special Warranty Deed recorded in Instrument No. 20170615000779230, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch iron rod found at the Southeast corner of a tract of land conveyed to Honey Creek Ranch Corp., a Texas corporation, by Deed recorded in Instrument No. 20001100633, Official Public Records, Collin County, Texas, and lying in the current West right-of-way line of FM Road No. 543 and being the Northeast corner of the herein described tract;

Thence South 00 degrees 26 minutes 15 seconds East, along said current West right-of-way line of FM Road No. 543, a distance of 1,076.29 to a 1/2 inch iron rod found at the Northeast corner of a tract of land conveyed to Erik E. and Victoria J. Fuller, husband and wife, by Deed recorded in Instrument No. 2015090400974490, Official Public Records, Collin County, Texas;

Thence South 69 degrees 12 minutes 35 seconds West, a distance of 310.45 feet to a 1/2 inch iron rod found at the Northwest corner of said Fuller tract;

Thence South 15 degrees 58 minutes 35 seconds West, a distance of 1,467.39 to a 8 inch Bois D'Arc in corner post for corner at the Southeast corner of a tract of land conveyed to Steven Wade Ford, a single man and Lisa Ovgian, a single woman, by Deed recorded in Instrument No. 20150911001003760, Official Public Records, Collin County, Texas;

Thence South 89 degrees 58 minutes 25 seconds East, a distance of 703.86 feet to a 1/2 inch iron rod found for corner lying in said West right-of-way line of FM Road No. 543;

Thence South 00 degrees 30 minutes 18 seconds East, along said West right-of-way line of FM Road No. 543, a distance of 904.77 feet to a TXDOT monument found for corner;

Thence South 00 degrees 44 minutes 18 seconds East, continuing along said West right-of-way line of FM Road No. 543, a distance of 1,007.52 to a TXDOT monument found for corner;

Thence South 00 degrees 00 minutes 37 seconds West, continuing along said West right-of-way line of FM Road No. 543, a distance of 349.17 feet to a cotton spindle set in the approximate centerline of County Road 170 and being on a North line of that certain tract of land conveyed to BFL Land, LLC, by Deed recorded in Instrument No. 2015091300 7293160, Official Public Records, Collin County, Texas;

Thence North 89 degrees 51 minutes 56 seconds West, along the approximate centerline of said County Road 170, a distance of 1,454.39 feet to a 1/2 inch iron rod found at an interior all corner of said BFL Land tract and said County Road 170;

Thence North 01 degrees 37 minutes 52 seconds East, continuing along the approximate centerline of said County Road 170, a distance of 1,997.27 feet to a 1/2 inch iron rod found at the most Northern Northeast corner of said BFL Land tract and the Southeast corner of a tract of land conveyed to Eleanor Evans and James E. Johnson, by Deed recorded in Volume 964, Page 291, Deed Records, Collin County, Texas;

Thence North 02 degrees 25 minutes 48 seconds East, a distance of 594.69 feet to a 1/2 inch iron rod found at the Northeast corner of said Evans/Johnson tract and the Southeast corner of a tract of land conveyed to Michael G. McKee by Deed recorded in Instrument No. 20040162135, Deed Records, Collin County, Texas;

Thence North 02 degrees 59 minutes 09 seconds East, continuing along a distance of 204.47 feet to a 1/2 inch iron rod found at the Northeast corner of said McKee tract and the Southeast corner of a tract of land conveyed to James Earl Johnson, by Deed recorded in Instrument No. 20130812001133240, Official Public Records, Collin County, Texas;

Thence North 03 degrees 04 minutes 25 seconds East, continuing along a distance of 797.01 feet to a 1/2 inch iron rod found at the Northeast corner of said Johnson tract and the Southeast corner of said Honey Creek Ranch tract;

Thence North 00 degrees 54 minutes 33 seconds West, continuing a distance of 1274.57 feet to a 1/2 inch iron rod found at an interior all corner of said Honey Creek Ranch tract;

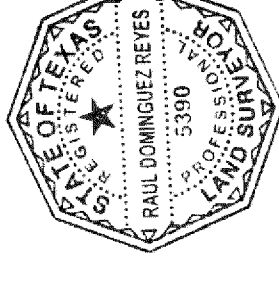
Thence North 89 degrees 56 minutes 26 seconds East, a distance of 798.90 feet to a 1/2 inch iron rod found for corner;

Thence South 89 degrees 22 minutes 28 seconds East, a distance of 499.47 feet to the POINT OF BEGINNING and containing 5,891,703 square feet or 135.25 acres of land.

SURVEYORS CERTIFICATE

STATE OF TEXAS
COUNTY OF DALLAS

THAT I, Raul D. Reyes, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey on the land and that the corner monuments shown thereon were found and/or properly placed under my personal supervision in accordance with the Subdivision regulations of the City of Weston, Texas.

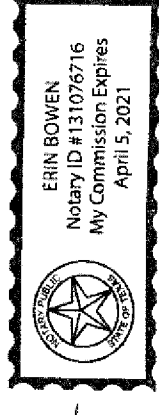


Raul D. Reyes
Registered Professional Land Surveyor No. 5390

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned a Notary Public in and for the State of Texas, on this day personally appeared Raul D. Reyes, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of April, 2018.



Erin Bowen
Notary Public, State of Texas
My Comm. Expires 04/03/2021

HEALTH DEPARTMENT CERTIFICATION:

I hereby certify that the on-site sewage facilities described on this plat conform to the applicable OSSF laws of the State of Texas, that site evaluations have been submitted representing the site conditions in the area in which on-site sewage facilities are planned to be used.

Signature of Registered Sanitarian or Designated Representative
Collin County Development Services

Proposed zoning is:
"Residential Estates District 1" (RED 1)

AMENDING PLAT
VAN BUREN ESTATES
LOTS 1-8 & LOTS 10-90, BLOCK A
5,891,703 SQ. FT. / 135.25 AC.
LEONIDAS WILSON SURVEY, ABSTRACT NO. 982
CITY OF WESTON, COLLIN COUNTY, TEXAS

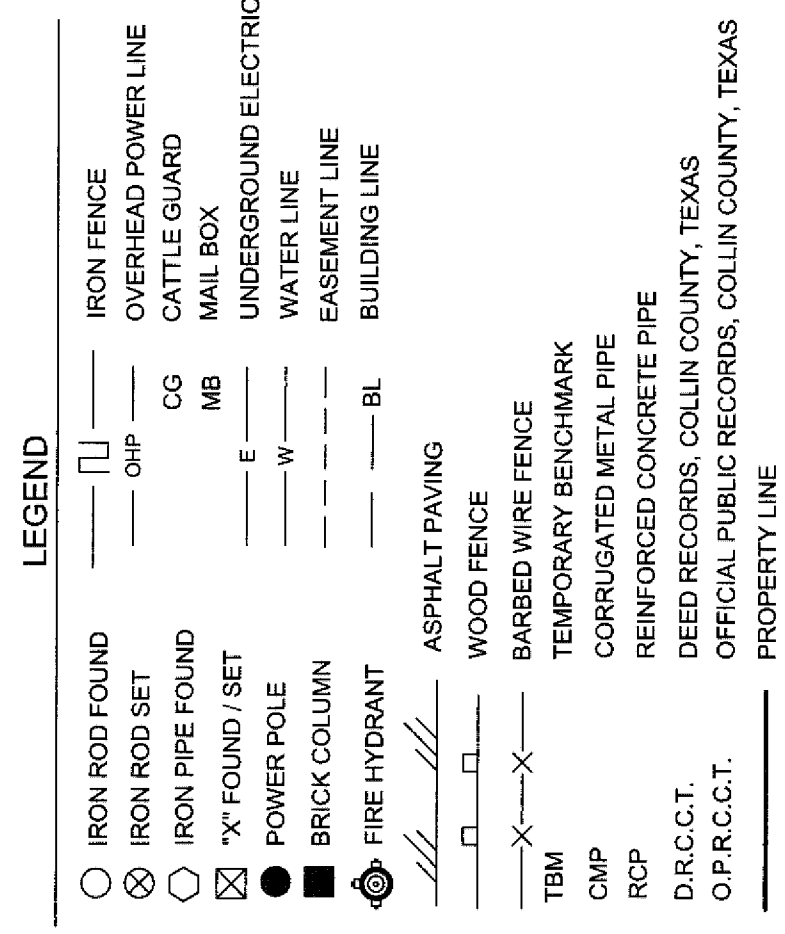
Filed and Recorded
Collin County, Texas
8/18/2018

Signature of Owner

OWNER
VAN BUREN ESTATES, LLC
a Texas limited liability company
1221 N. Jefferson Avenue
Mt. Pleasant, Texas 75455

GENERAL NOTES:

- 1) Bearings are based upon the Texas State Plane Coordinate System, North Central Zone, North American Datum of 1983. (2011). Distances are shown as surface values.
2) Sailing a portion of this addition by metes and bounds is a violation of City Subdivision Ordinance and State Platting Statutes and is subject to fines and withholding of utilities and building permits.
3) This property is located in "Non-shaded Zone X" as scaled from the F.E.M.A. Flood Insurance Rate Map dated April 18, 2011 and is located in Community Number 480194 as shown on Map number 48121C0390G. The location of the Flood Zone is approximate, no vertical datum was collected at the time of the survey. For the exact Flood Zone designation, please contact 1-(877) FEMA MAP.
4) The bearings shown on this survey were derived from Western Data Systems RTK Network and are referenced to the Texas Coordinate System of 1983, North Central Zone (4202) and are based on the American Datum of 1983, 2011 Adjustment.
5) The existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by individual owners of the lot or lots that are traversed by or adjacent to the drainage course along or across said lots.
6) Collin County will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion in said drainage ways.
7) Collin County will not be responsible for any damage, personal injury or loss of life or property occasioned by flooding or flooding conditions.
8) Collin County permits are required for building construction, on-site sewage facilities and driveway culverts.
9) All lots must utilize alternative type On-Site Sewage Facilities. Presence of fractured rock throughout the subdivision may further limit the type of alternative type On-Site Sewage Facilities to Aerobic Treatment with Surface Application on individual lots and may interfere with tank placement.
10) All lots must maintain state-mandated setback of all On-Site Sewage Facility components from any/all easements and drainage areas, water distribution lines, ship break and/or creeks/rivers/ponds, etc. (Per State regulations.)
11) Tree removal and/or grading for OSSF may be required on individual lots.
12) Individual site evaluations and OSSF design plans (meeting all State and County requirements) must be submitted to and approved by Collin County for each lot prior to construction or any OSSF system.
13) There are no water wells noted in this subdivision and no water wells are allowed without prior approval from Collin County Development Services.
14) TBM=694.70 (Temporary Benchmark) located on a concrete headwall, approximately 3,859 feet from the North right-of-way line of County Road 170 on the West right-of-way line of F.M. 543.



CERTIFICATE OF APPROVAL
Approved this the 30th day of April, 2018 by the Planning & Zoning Commission of the City of Weston, Texas.

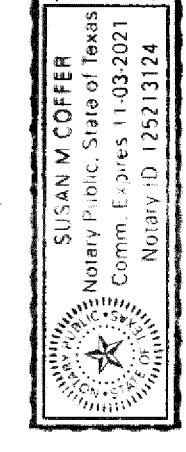
Signature of Planning and Zoning Commission Chairperson

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared [Signature] known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity herein stated and as the act and deed therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of April, 2018.

Signature of Notary Public



OWNERS DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
THAT, Van Buren Estates, LLC, a Texas limited liability company, acting herein by and through its authorized officers, do hereby certify and adopt this plat designating the hereinabove described property as VAN BUREN ESTATES, an Addition to the City of Weston, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Weston. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Weston's use thereof. The City of Weston and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance or efficiency of their respective systems in said easements. The City of Weston and public utility entities shall at all times have the full right of ingress and egress to or from their respective systems with the necessity of any of procuring permission from anyone.

That the undersigned does hereby covenant and agree that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface and that he (they) shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats, or other impediments to the access of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The police or his duly authorized representative is hereby authorized to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for Fire Department and emergency use.

The undersigned does covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to other real property and for the purpose of General Public, vehicular and pedestrian use and access, and for Fire Department and emergency use in, along, upon, and across said premises, with the right and privilege at all times of the City of Weston, its agents, employees, workmen, and representatives having ingress, egress, and regress in, along, upon, and across said premises.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Weston, Texas.

WITNESS MY HAND THIS 30th DAY OF April, 2018.

Van Buren Estates, LLC, a Texas limited liability company

Signature of Owner/Agent

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared [Signature] known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated and as the act and deed therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of April, 2018.

Signature of Notary Public

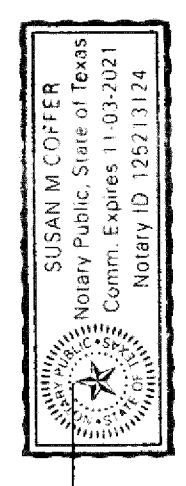
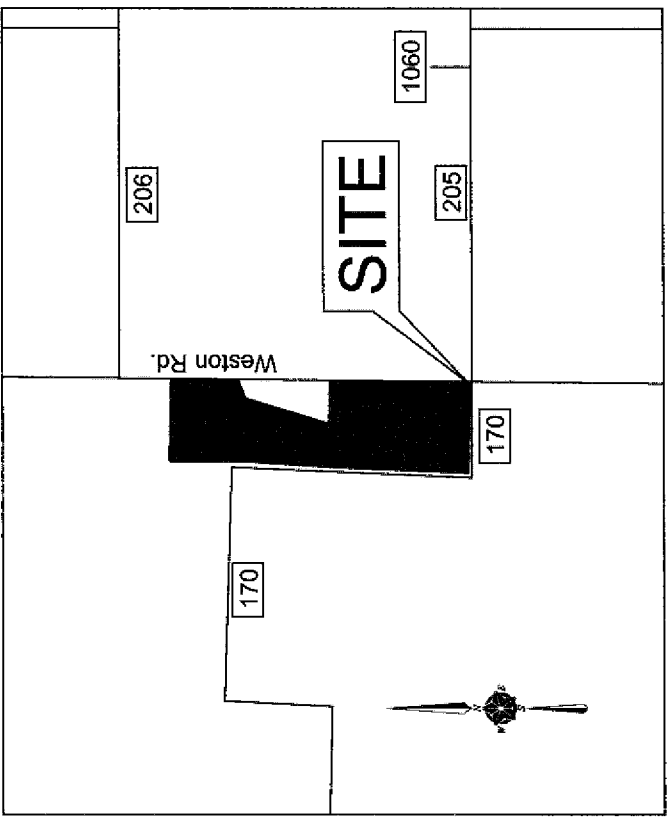


Table with 5 columns: CURVE #, LENGTH, RADIUS, DELTA, CHORD. Rows C1 through C10 with numerical values for each column.

VICINITY MAP - NOT TO SCALE



SURVEYOR
TEXAS HERITAGE
SURVEYING, LLC

10610 Metric Drive, Suite 124, Dallas, TX 75243
Office 214-340-9700 Fax 214-340-9710
txheritage.com
Firm #10169300

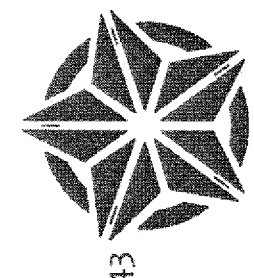


Exhibit B

VAN BUREN ESTATES HOMEOWNERS ASSOCIATION, INC.

DESIGN GUIDELINES

FOR

VAN BUREN ESTATES

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**DESIGN GUIDELINES
FOR
VAN BUREN ESTATES**

1. INTRODUCTION

1.1 Authority. This Design Guidelines document is adopted pursuant to the authority granted to the Van Buren Estates Homeowners Association, Inc. as granted in the Declaration of Covenants, Conditions and Restrictions for Van Buren Estates (the "CC&Rs"). The requirements and provisions of the Design Guidelines shall be in addition to, and not in lieu of, the requirements and provisions of the CC&Rs and shall apply to all phases of Van Buren Estates. In cases of discrepancy between these Design Guidelines and the CC&Rs, the CC&Rs shall prevail.

1.2 Purpose. All drawings and specifications must be submitted to and approved by the ACC pursuant to the CC&Rs and these Design Guidelines for the sole and exclusive purpose of assuring that all proposed structures and landscaping to be constructed within Van Buren Estates are in harmony with any Common Property landscaping and residential structures that exist within the neighborhood in terms of massing, general architecture and landscape styling and size.

1.3 Application of Design Guidelines. No improvement of any kind or nature shall be erected, placed or altered on any Lot until all plans and specifications related to the improvement have been submitted to and approved in writing by the ACC. The approval requirements are all encompassing and include by way of illustration and not limitation any improvement placed or constructed on the Lot. All Lot Owners are responsible for procuring the necessary review and approvals for compliance with these Design Guidelines and the CC&Rs. There are no exemptions or automatic approvals, unless otherwise specifically noted within these documents. Each application will be reviewed on an individual basis. Improvements or modifications installed prior to written approval by the ACC are subject to fines and removal at the Owner's expense as defined in the CC&Rs.

1.4 Application for Review. Application for New Home Construction, Application for Modifications and Application for Open Burning are available from the Association Manager's office or on-line. The applicable application form must be completed in its entirety and, together with the required drawings, specifications and fees, submitted to the managing agent for the Association, at a location designated by the agent, for distribution to the ACC. All forms, drawings and specifications must be *submitted in duplicate* to be considered for review. The ACC shall act on the submittal within the prescribed limits defined in the CC&Rs. The ACC's response will be in writing and available for pick up by the Applicant at the managing agent's designated office location. It shall be the Applicant's responsibility to preserve the written response from the ACC and implement any noted conditions of the approval. A checklist summarizing requirements for new construction is included in the Application For New Home Construction. Following the checklist to ensure all required permits and attachments are included with the application will greatly expedite the ACC's review of an application.

1.5 Variances and Waivers. Requests for variances from these Design Guidelines and/or CC&Rs must be in writing and submitted to the ACC for determination prior to the start of any work. The ACC maintains the right, at their sole discretion, to reduce, waive, amend or modify the requirements of these Design Guidelines and to permit construction of improvements that are in variance with either the Design Guidelines or the CC&Rs. The ACC, its agents, representatives or employees shall not be liable for failure to follow these Design Guidelines as herein defined. These Design Guidelines confer no third party benefit or rights upon any person.

1.6 Non-Liability of the ACC. The ACC, its agents, representatives or employees shall not be liable for damages or otherwise to anyone submitting plans to it for approval by reason of mistake in judgment, negligence or non-feasance, arising out of any action of the ACC with respect to any submission, or failure to follow these Design Guidelines. The role of the ACC is directed toward review and approval of site planning, appearance, architectural vocabulary and aesthetics. The ACC assumes no responsibility regarding the design (architectural, civil/structural, environmental, mechanical, electric, plumbing, etc.), methods or means of construction or technical suitability of materials used.

1.7 Document Precedent. These Design Guidelines are not intended to provide absolute rules for every situation. There may be situations where the ACC will consider and grant exceptions due to the uniqueness of a particular circumstance. Similarly there may be situations where the ACC determines that literal compliance with these Design Guidelines does not fully reflect the high standards of the Property. Such discretionary determinations by the ACC shall not represent or constitute a binding precedent. It should be noted that any non-complying improvements constructed prior to the implementation of these Design Guidelines do not set precedent over these standards. Existing improvements, if any, altered after the implementation of these Design Guidelines may be required to be brought into compliance at the sole discretion of the ACC.

1.8 Design Professionals. Lot Owners are encouraged to retain the services of a registered Architect, Structural/Civil Engineer, Landscape Architect and Geotechnical Engineer for professional design assistance of new Dwellings.

1.9 Definitions. All definitions as stated in Article I of the CC&Rs are applicable to these Design Guidelines. In addition, further definitions are as follows:

“CC&Rs” shall mean the Declaration of Covenants, Conditions and Restrictions for Van Buren Estates.

“Dwelling” shall mean the primary single-family residential unit of new construction, one per each Lot, and does not include single or double wide manufactured or mobile homes or any old or used home to be moved on the Lot or any log homes.

“Extinguished” in regard to fire or flame shall mean the absence of any flames, glowing coals, heat or smoke.

“IFC” shall mean 2012 International Fire Code.

“Masonry” shall mean and refer to stucco (traditional 3-coat system), clay brick (ASTM C216 Facing Brick Grade SW) and quarried natural stone. Masonry does not include stucco board or fiber cement products.

“Open Burns” or “Open Burning” shall mean the burning of materials wherein products or combustion are emitted directly into the ambient air without passing through a stack or chimney from an enclosed chamber. Open burning does NOT include road flares, smudge-pots and similar devices associated with safety or occupational uses typically considered open flames (candle/torch), recreational fires (fire pits), outdoor fireplaces and barbeque grills.

“Recreational Fire” shall mean an outdoor fire burning material other than rubbish where the fuel being burned is NOT contained in an incinerator, outdoor fireplace, portable outdoor fireplace, barbeque grill or barbeque pit. It has a total fuel area of three (3) feet or less in diameter and two (2) feet or less in height for pleasure, religious, ceremonial, cooking, warmth or similar purposes. A fire pit is considered a recreational fire.

“TCEQ” shall mean Texas Commission on Environmental Quality.

1.10 Prohibited Items and Activities.

1. Mobile or manufactured homes.
2. Old or used homes to be moved on a Lot.
3. Sheet metal, fiberglass, aluminum, vinyl, log or similar materials, siding or roofing.
4. Trailers.
5. Signs, except as permitted in the CC&Rs.
6. Above-ground swimming pools.
7. Wall or roof mounted mechanical equipment.
8. Clotheslines.
9. Inflatable and other temporary swimming pool enclosures.
10. Exposed plain concrete wall surfaces. This will be evaluated on a case by case bases by the ACC.
11. Unacceptable window treatments (i.e., blankets, aluminum foil, newspapers, sheets or quilts, posters, flags, etc.).
12. Reflective glass.
13. Clear or gold anodized aluminum.
14. Exposed concrete masonry units.
15. Exposed plywood.
16. Stucco boards unless approved by the ACC.
17. Railroad ties.
18. Cinder blocks.
19. Privacy fencing.
20. Dumping.
21. Trespassing including ingress/egress onto others Lots without prior written consent.

22. Hazardous activities including unauthorized Open Burns.
23. All brick and stone selections must be approved by the ACC

2. SITE IMPROVEMENT GUIDELINES

2.1 Lot Clearing and Site Preparation.

- A. Prior to any excavation, utilities must be marked (call 811).
- B. Prior to any Lot clearing, site preparation and Open Burns, a request must be submitted and approved in writing by the ACC.
- C. At the time of request to the ACC, the Owner must specify how debris will be removed from the Lot. Firewood may be stored as defined herein. Open Burns may be allowed with prior ACC approval as defined herein.
- D. All natural vegetation debris from site clearing must be removed, burned (with ACC approval) or stacked as firewood before construction may begin.
- E. During site preparation, temporary or permanent culverts, as defined, shall be installed to allow drainage and prevent road and vehicle damage.
- F. Portable toilets shall be available before construction begins.
- G. During construction and Lot clearing, erosion control measures must be in place.
- H. The ACC, Board of Directors, its agents, representatives and employees shall not be liable for damages resulting from any Lot clearing, site preparation or Open Burns. The Owner is solely responsible and liable for any damage that occurs to their Lot or any other space within the Property.

2.2 Open Burns.

- A. Open Burns are not permitted on any property without ACC approval. See the Application for Open Burning or contact the management company for more information of the approval process.
- B. Consolidated burns are strictly prohibited (TCEQ).
- C. Only natural plant material grown on the Lot shall be burned (TCEQ).
- D. Wind must be between 6-12 mph. Burns are prohibited during burn bans and Ozone Action days (TCEQ).
- E. Burn piles shall be no larger than ten (10) feet in diameter and five (5) feet in height.
- F. Burn piles shall be no less than 300 feet from a completed home or a home under construction once framing has begun.
- G. Burn piles shall be no less than 50 feet from other trees, bushes, utilities, property lines, drainage easements, rights of way, roads, and ponds/lakes.
- H. Multiple piles shall be no less than 25 feet apart.
- I. There must be a minimum of a 25 foot firebreak around all material to be burned.
- J. The initiation of burning shall commence no earlier than one (1) hour after sunrise.

- K. All fires shall be completely extinguished on the same day not later than one (1) hour before sunset.
- L. The Open Burn should be continually attended by a responsible adult, with adequate fire extinguishing equipment, as defined in the IFC until the fire is completely extinguished (IFC & TCEQ).
- M. When open burning creates or adds to a hazardous condition, or prior written ACC approval was not granted, the HOA or its representatives, the fire code official or fire department are authorized to order the extinguishment of the open burning operation.
- N. Failure to comply with all of the HOA and other governing rules and regulations may result in loss of future burning privileges, as well as the issuance of fines for non-compliance.
- O. Full compliance of these requirements, or written ACC approval, does not exempt or excuse any person from being responsible for the consequences, damages or injuries resulting from the burning and does not exempt or excuse anyone from compliance with all other applicable laws, ordinances, regulations, rules and orders of governmental entities having jurisdiction, even if the burning is conducted in compliance with this document.

2.3 Retaining Walls.

- A. All retaining walls shall be faced with natural stone masonry that matches residence masonry, unless otherwise approved by the ACC.
- B. Retaining walls shall not exceed four (4) feet in height, unless site conditions require additional height. Walls exceeding a height of four (4) feet must be designed by a licensed Professional Engineer with an active registration in the State of Texas.
- C. Retaining walls should follow and blend into the contours of the slope. Ends must terminate into existing grades in a natural appearance.
- D. Sizes and shapes of the stone masonry units should be mixed with the larger sizes predominately located along the base of the wall and small unit sizes evenly proportioned within the field. A dry-stacked appearance is preferable.
- E. Retaining walls shall not be constructed within any drainage easement and should typically not parallel property lines for long distances.
- F. Retaining walls must not impair or alter the surface drainage on neighboring Lots.

2.4 Drainage, Grading and Site Construction.

- A. Prior to any excavation, utilities must be marked (call 811).
- B. Each Lot Owner is responsible for maintaining the natural drainage patterns established for the Property.
- C. The natural topography of each Lot should be retained and respected to the greatest extent possible. The major drainage patterns of the Lot should be maintained.

- D. The platted drainage easements must not be altered.
- E. Finish grades should blend into existing grades in a natural appearance.
- F. Slopes should not exceed 3:1.
- G. Excess material from excavations shall be removed from the Lot and Property and be properly disposed of.
- H. All natural vegetation debris from site clearing must be removed, burned with ACC approval or stacked as firewood before construction may begin.
- I. Erosion control measures must be implemented and maintained.
- J. Gutters, downspouts, subsurface area drains, etc. may be required to improve the drainage quality and remove surface water from the Lot. Concentrated drainage shall not be directed onto other Lots. Surface water should sheet flow prior to entering platted drainage easements.
- K. Streets shall be cleared of mud, dirt and debris on a regular basis during construction of any improvement.
- L. Prior to construction, temporary or permanent culverts shall be installed as defined herein to allow drainage and prevent road and vehicle damage. Berms are not allowed to block drainage along roads or in drainage easements.
- M. Portable toilets should be available before construction begins.

2.5 Setbacks, Easements and Plats.

- A. No structures shall lie within setbacks and easements without prior written approval by the ACC.
- B. Minimum building setbacks and easements are noted on the Recorded Plat filed with Collin County. Section 6.13 of the CC&Rs describes building setbacks.
- C. Lot Owners shall comply with all setbacks, easements and plat requirements.

2.6 Lot Coverage. Maximum lot coverage will be subject to, and must be in compliance with, all applicable city building regulations.

2.7 Driveways, Culverts, Sidewalks, Auto Courts and Parking.

- A. Driveways from the street culvert to the auto court are limited to a maximum of 15 feet in width, with the exception of driveway culverts.
- B. Driveways and auto courts may not be located within or cross any side or rear yard drainage easements, with the exception of driveway culverts.
- C. Driveways and other structures must maintain a minimum clearance of six (6) feet around water meters and three (3) feet around fire hydrants and other utilities.
- D. All driveway tie-ins to the road must be even with the road surface and edge of the clean cut existing driving surface.
- E. Culverts shall include concrete safety end treatments either pre-cast or poured on site.

- F. Culvert pipes must be a minimum of five (5) feet wider than the driveway and material must be City Code, currently HDMP.
- G. Culvert sizes on lots 78-85 and lot 96 shall be determined by JM Civil Engineering. The HOA will provide design and size requirements upon request. This will ensure proper drainage and uniformity throughout the development.
- H. Each end of the culvert must be even with the ditch and must be installed in such a way as to permit unimpeded flow in and out of the culvert.
- I. Finish materials recommended for driveways and auto courts are 1) broom finished concrete, 2) exposed aggregate concrete, 3) brick, stone or interlocking pavers, 4) textured stamped concrete patterns with integral color admixtures, 5) broom finished concrete with a brick, stone or decorative stamped/textured/colored patterned border, or 6) coarse rock salt broadcast or mechanically patterned finish in colored or plain concrete with a saw cut decorative pattern.
- J. Driveways should be curvilinear and blend into the natural contours of the site to minimize grading and to soften the visual effects of excessively long drives. Tree plantings and landscape features should be added to provide visual relief.
- K. Siting of driveways and auto courts should consider existing driveway/auto courts on neighboring Lots to minimize congregated paving areas with adjoining Lots.
- L. Finish paving colors must complement those used on the residence.
- M. Concrete curbing, if used, must be backfilled to the top of the curb. The back side of concrete curbs must not be left exposed.
- N. Sidewalks from the front entry porch to the driveway should harmoniously match the driveway finish, color and texture.
- O. Driveway markers, reflectors and lighting must be approved by the ACC.

2.8 Fencing and Gates. It is the intention of the ACC to maintain the open country landscape that exists throughout the community by requiring all Lot fencing to be ornamental open metal. Other styles and details may be proposed for ACC consideration. Lot fencing shall comply with the following basic restrictions. No fence is required unless documented on the Fence Map Exhibit:

- A. All Lot fencing shall be ornamental open metal.
- B. No fence shall exceed six (6) feet in height.
- C. Privacy fencing is not permitted.
- D. Double fencing is not permitted.
- E. Chain link fencing or other wire type fencing are prohibited.
- F. Fences constructed within or across any platted easement must have prior Board variance approval.
- G. Fencing installed in front yards in front of the Dwelling or in side yards of corner lots (street side only) should include masonry as approved by the ACC. Masonry columns specified in the attached Exhibit are required starting at the front building line, at fence corners, at fence ends and on both

sides of driveway gates, if any. Intermediate columns shall be a maximum of 50 (50) feet on center.

- H. Fences along sloped grades shall be stepped at a maximum of one (1) foot. All rails shall remain level and not sloped to follow the grade. Pickets may be extended below the bottom rail to maintain enclosure.
- I. Fencing proposed along retaining walls shall be located on top of the wall.
- J. Fencing shall be of sufficient strength to remain plumb and level.
- K. Fencing location shall be adjusted to accommodate any existing trees. No fence shall be attached to a tree.
- L. Column heights will be eight (8) feet unless otherwise approved by the ACC.

2.9 Pools and Water Features.

- A. Swimming pools, water features, associated decks and equipment shall be located only in the side and rear yards of the Lot and are not allowed in front of any Dwelling or within any easement area.
- B. Pool equipment should typically be located adjacent to the main residence and sited so as not to cause an audible nuisance to neighbors. Pool equipment must be completely screened with evergreen planting or a masonry screening wall. Planting options must fully screen the equipment at the time of plant material installation. Masonry screens must be at a height not less than that of the tallest piece of the equipment, shall match the masonry used on the residence and detailed to complement the architecture of the residence.
- C. Construction access is permitted only across the Lot where the pool is to be constructed. Access across adjacent properties is not permitted.
- D. Pool overflow must not be directed onto adjacent Lots or Common Areas. Swimming pool drain plans must be approved by the ACC. Drains should terminate through a concrete pad constructed flush with the slope of the terrain so as not to interfere with the maintenance or mowing.
- E. All excess soil shall be removed from the Property and properly disposed of.
- F. Pneumatic pool enclosures and above ground pools are prohibited.
- G. All pools and water features must be approved by the ACC.

2.10 Utility Equipment.

- A. All pool equipment (pumps, tanks, etc.) must be visually screened from view.
- B. Roof mounted mechanical and electrical equipment is not permitted.
- C. All utility services shall be underground.
- D. Driveways and other structures must maintain a minimum clearance of six (6) feet around water meters and three (3) feet around fire hydrants and other utilities.

2.11 Sports Courts and Equipment.

- A. Sports courts are confined to side and rear yards and must be set back a minimum of fifteen (15) feet from any Lot line.
- B. Sports courts may not be lighted, unless specifically approved by the ACC.
- C. The size, type, location, screening, fencing and material of a sports court will be reviewed on a case-by-case basis by the ACC in consideration of the visual and use impact on neighboring Lots.
- D. Basketball goals shall be located to minimize the use impact on neighboring Lots and must be approved by the ACC. Backboards shall be pole mounted and not attached to the house, garage or other structure and shall be constructed of transparent acrylic materials. Poles shall be painted black and maintain a net. One (1) goal per Lot is allowed.
- E. Portable sports equipment must not obstruct sidewalks and, when not in use, should be stored out of public view.

2.12 Miscellaneous Structures and Equipment.

- A. Birdhouses.
 - Pole mounted birdhouses shall be limited to a mount height of ten (10) feet and should not exceed eighteen (18) inches wide by twenty-four (24) inches high by eighteen (18) inches deep.
 - Birdhouses shall be located in the side and rear yards only and shall be set back a minimum of ten (10) feet from any Lot line.
 - Birdhouses shall be maintained in a clean, sanitary condition and in a vertical and upright position.
 - Not more than two (2) pole mounted birdhouses are allowed per Lot.
 - All colors should complement those of the main residence.
 - Hanging birdhouses shall be limited to twelve (12) inches in height, width or length.
- B. Dog Houses and Runs.
 - The location, size, materials and fencing of all dog houses and runs are subject to ACC approval.
 - Dog houses and dog runs shall be screened from both public and neighboring Lot views.
 - Dog runs shall be located only in the side or rear yards of a Lot and not placed within any drainage easement.
 - Dog runs shall be well maintained with regard to odors and appearance.
- C. Flags and Flagpoles.
 - No more than two (2) flags may be displayed on a Lot at any one time.
 - Owners may display the flag of the United States, State of Texas or an official or replica flag of any branch of the United States armed forces,

displayed in accordance with the governing flag code. Other flags (family shields, collegiate, etc.) require ACC approval.

- Flags mounted on the Dwelling shall be limited to a maximum size of three (3) feet by five (5) feet. Flags mounted on a pole shall be limited to a maximum size of four (4) feet by six (6) feet. Flags shall be replaced when faded, worn or frayed. Flagpoles must be installed in concrete footing sufficiently designed to maintain the pole in a structurally safe condition.
- Flagpole cables must be secure to minimize halyard noise. Internal halyards are preferred.
- Mounting brackets may be affixed to the main structure of the Dwelling but may not exceed eight (8) feet in height.
- A flagpole may not exceed twenty (20) feet in height and must be located within fifteen (15) feet of the Dwelling.
- One flagpole per Lot is allowed.
- Placement of a flagpole and associated lighting, if any, requires ACC approval. Lighting determined to be objectionable by the Association must be immediately removed, replaced or shielded to the satisfaction of the Association.
- Flagpoles must be located within the building setback lines of the Lot and may not be located in any side yard unless the side yard has secondary street frontage (corner Lot).

D. Outdoor Fireplaces, Grills and Firewood.

- Outdoor fireplaces and grill structures must be approved by the ACC and shall be finished with masonry that blends with the masonry selected for the Dwelling. Brick masonry shall match the Dwelling brick blend.
- Location of these structures is limited to the side and rear yards of the Lot, but not closer than fifteen (15) feet to any Lot line and may not be located within any easement.
- These types of structures shall be in scale with and integrated into the architecture of the Dwelling, decking and/or landscape areas and shall be sited in consideration of neighboring Lots.
- Fireboxes should not be greater than six (6) feet in height.
- Portable Grills and Fireplaces (Chimineas), candles and torches do not need ACC approval.
- Firewood shall be neatly stacked in the side or rear yard as inconspicuously as possible and shall not be placed in any drainage easement without ACC variance approval.
- Fires and flames should be continually attended by a responsible adult, with readily available adequate fire extinguishing equipment (as defined in the IFC) until the fire is extinguished.

E. Outdoor Recreational Fires and Fire Pits.

- Outdoor recreational fires must be done in ACC approved fire pits.
- Fire pits must be twenty-five (25) feet from any structure (IFC).
- Interiors of the fire pits may not exceed ten (10) square feet or three and one-half (3.5) feet in diameter. The pile size should not exceed three (3) feet in diameter and two (2) feet in height.
- Fire pit walls must be made of non-stucco “finished” masonry and must be sixteen (16) to twenty-four (24) inches height.
- Fire pits are limited to the side and rear yards of the Lot, but not closer than fifteen (15) feet to any Property line and may not be located within any easement area.
- Only natural vegetation may be burned.
- Fires should be continually attended by a responsible adult, with readily available adequate fire extinguishing equipment (as defined in the IFC) until the fire is extinguished.

F. Fountains, Statuary and Yard Art.

- The location of fountains, statuary and yard art must comply with the same building setbacks established for the Lot and be generally limited to side and rear yards. A maximum of three (3) may be placed in landscaped areas.
- Fountains, statuary and yard art shall be incorporated into the landscape design (not freestanding in yard areas) and preferably screened from view.
- Quantity of these types of landscape features must not be excessive as determined by the ACC.
- In general, heights should be limited to three (3) feet. The ACC may consider taller features provided they are in scale with the massing of the Dwelling and size of the Lot.
- Fountains, statuary and yard art must be complimentary in appearance and in scale with the architectural style of the Dwelling and landscape design concept.
- Fountains, statuary and yard art should be approved by the ACC.

G. Gazebos, Pergolas/Arbors/Trellises and Covered Porches.

- Detached gazebos, pergolas/arbors/trellises and covered porches shall be constructed of cedar or redwood, stained or painted to match the colors used on the Dwelling. Other materials may be considered by the ACC provided they are similar or the same as the main structure. Overall height of these structures must not exceed fifteen (15) feet.
- Gazebos must not exceed two hundred (200) square feet in size. The finish roof material must match that of the Dwelling. Gazebos shall be located in the side or rear yards only and may not be located between any Property line or building setback line established on the Lot. Gazebos must maintain a minimum clearance of three (3) feet from fences and 10 feet from other structures. One gazebo per Lot is permitted.
- The roof structure of pergolas/arbors/trellises is to be a minimum of 50% open and constructed of timbers and/or latticework.
- Covered porches must be consistent in detailing and integrated into the architecture of the Dwelling.
- All gazebos, pergolas/arbors/trellises and covered porches must be approved by the ACC.

H. Play Equipment.

- Play equipment must be located in rear or side yard areas and maintain a minimum ten (10) foot setback from any Property line.
- No portion of any play equipment (including banners trampoline safety nets, awnings, coverings, etc.) shall extend higher than twelve (12) feet above grade.
- Play equipment must be earth tone in color, including awnings, coverings, slides, netting, etc.
- Wood structures must be redwood or cedar stained.
- Metal structures must be earth tone in color.
- All play structures shall be properly assembled and maintained.
- All play equipment must be approved by the ACC.

I. Storage Sheds and Accessory Buildings.

- Storage sheds and accessory buildings must be located in side or rear yards only and must maintain a minimum fifteen (15) foot setback from any Property line.
- Storage sheds and accessory buildings are not permitted in side or rear yards with Common Area or street adjacency. On these Lots, storage sheds and accessory structures may only be placed between the front and rear elevations of the Dwelling in the side yard(s) without adjacency, unless granted a variance by the ACC.

- The height of storage sheds and accessory buildings may not exceed eighteen (18) feet from the finish grade to the highest point of the roof.
- The area of storage sheds and accessory buildings may not exceed 144 square feet, with a maximum width or depth dimension of 12 feet. Structures exceeding 144 square feet may be considered by the ACC on a case-by-case basis.
- The minimum roof pitch for storage sheds and accessory buildings is 8:12. The roof finish material is to match the roofing material of the Dwelling.
- The exterior wall finish may be fiber cement siding painted or a material that matches the finish of the Dwelling. Metal structures are not permitted. Through roof vents should not be placed on roof planes facing a neighboring property.
- Windows may be clear or opaque (obscured, etched, sandblasted, etc.). Black or colored glass is not permitted.
- One (1) storage shed or accessory building per Lot is permitted.
- All storage sheds and accessory buildings must be approved by the ACC.

J. Workshops, Guest/Servant Quarters and Barns/Stables.

- Workshops, guest/servant quarters and barns/stables must be located in rear yards only, behind the Dwelling and maintain the same setbacks required of the Dwelling.
- Workshops and barns/stables shall not exceed eighteen (18) feet in height from the finish grade to the highest point of the roof.
- The area of workshops, guest/servant quarters and barns/stables may not exceed 50% of the Dwelling. The minimum area of a guest/servant quarter is to be 500 square feet.
- Workshops, guest/servant quarters and barns/stables must be designed to match the architecture of the Dwelling in style and detailing, roof pitch, finish materials and colors.
- The minimum exterior masonry finish requirements in this category shall be 100% of front elevations, 50% of side and rear elevations on interior Lots and 75% of side and rear elevations on Lots adjacent to Common Areas and corner Lots.
- Roof accessory embellishments such as weathervanes, cupolas, finials, etc. are not permitted. Through roof vents should not be placed on roof planes facing a neighboring Lot or Common Area.
- Barns/stables are permitted on Lots 85 through 89 only.
- All workshops, guest/servant quarters and barns/stables must be approved by the ACC.

K. Yard and Patio Furniture.

- Outdoor furniture is generally limited to patios, porches and decks in the rear yard and should not be excessive.
- Exterior storage of outdoor furniture and accessories should be in areas not visible to neighboring Property or public view.
- Outdoor furniture does not require ACC approval.

L. Garbage and Recycling Bins.

- Bins shall not be left in the street except on the scheduled pick up day.
- Bins must be stored in a location out of public view and shall not be visible from any road.
- Bin locations do not require ACC approval.

M. Playhouses.

- Playhouses are limited to side and rear yards and must maintain a 10 foot setback from any Property line.
- Sizes are generally limited to seventy-five (75) square feet with a maximum height of nine (9) feet to the tallest point.
- Playhouses should be constructed of wood with a pitched roof. Paint colors and roof materials should complement those used on the Dwelling.

2.13 Intentionally Omitted.

2.14 Garages.

Garage Orientation

Garages shall be oriented in a side, rear or traditional swing (or J-Swing). On a traditional swing (J-Swing) garage, the garage door(s) facing the street is permitted if it is located behind the width of the double garage door.

- A. All garages must be incorporated as part of the Dwelling or as a separate detached structure.
- B. Detached garages, covered walkways and porte-cocheres must be architecturally designed to match the Dwelling.
- C. Each Dwelling must accommodate a minimum of two (2), but not more than five (5), enclosed typical vehicle bays.
- D. All garages and their locations must be approved by the ACC.

2.15 Views and Privacy. The ACC shall have the right, but not the obligation, to review the location of all improvements in consideration of privacy and aesthetic quality of views to and from a Lot and the Property.

2.16 Orientation.

- A. Lots 8, 9, 24, 25, 36, 37, 38, 46, 47, 48, 57, 58, 59, 70, 71, 72, 92, 93, 94 and 95 will require ACC approval for placement and orientation. Remaining lots will be parallel to street. Garages and driveways shall be placed on the interior side of the Lot. Driveways are not permitted to cross any side building setback line.
- B. Lots 78-84 will be front facing south and front face parallel to CR 171.
- C. Lot 96 will face and orient parallel to CR 171.

3. ARCHITECTURAL GUIDELINES

3.1 Architecture.

- A. The architecture of the Dwelling should respond to the north Texas climate, topography specific to the site, landforms and existing trees, the country setting of the Property and respectfully coalesce with neighboring structures to visually unify the Property.
- B. The design should be more simple than complex in massing and should include offsets, porches, functional dormers, balconies and courtyards that add architectural interest to the structure.
- C. Distinct architectural styles (*i.e.*, Italianate, Tudor, French rural, etc.) are not required. However, if used, the structure should be detailed appropriately in deference to the style selected.
- D. Due to the size of the Lots and open country setting that the Property offers, each Dwelling should possess an architectural character consistent in quality and completeness on all elevations.
- E. Over stylistic ornamentation or detailing, transitory embellishments that tend to date the community and non-functional elements (false features) should be avoided.

3.2 Square Footage.

- A. All Dwellings must have a minimum of 3,000 square feet of air-conditioned floor area, exclusive of all porches, garages or breezeways.
- B. Two-story Dwellings must have a minimum of 2,000 square feet of air-conditioned floor area on the first floor, exclusive of all porches, garages or breezeways.

3.3 Foundations.

- A. All foundations should be engineered and designed by a licensed, registered engineer based upon a geotechnical soil investigation sampled from the specific Lot for the Dwelling.

- B. Survey of the foundation form boards must be provided to the ACC to verify that the location of the Dwelling complies with the approved site plan.
- C. Form board survey must be sealed by a registered surveyor and reviewed and approved by the ACC before beginning construction.
- D. Finish floor elevation(s) must comply with the CC&Rs.
- E. Foundation plans must be signed, sealed and dated by the project engineer.
- F. Front and side elevation concrete foundation may be left exposed which is deemed esthetically pleasing and must be approved by the ACC.

3.4 Exterior Walls, Colors and Finish Materials.

- A. Exterior wall surface materials of a Dwelling shall be limited to a maximum of three choices (excluding glass, trim and doors) with one clearly dominant over the others as viewed on all elevations.
- B. The plate line height for the first floor should be 10 to 12 feet for primary masses, a minimum of 9 feet for secondary areas such as garages.
- C. Exterior walls of the Dwelling shall be at least seventy-five percent (75%) brick, brick veneer, stone, stone veneer, stucco or other material approved in writing by the ACC.
- D. Color tones of the stone masonry must complement and blend with those of the brick. Must be approved by the ACC.
- E. Random patterns of stone or brick applied to the surface of a stucco wall plane is prohibited.
- F. Structural support for cantilevered walls balconies, projecting bay and/or box windows should be architecturally expressed with exposed supporting brackets, columns, masonry corbelling, etc.
- G. Paint and mortar color selections must complement the color tones of the masonry units.
- H. Intense, bright primary and secondary colors are typically not acceptable and must be approved by the ACC.
- I. Masonry shall be continuous across the head of windows and doors, including garage doors, with the exception recessed and covered porches not visible from the streets and Common Area.
- J. Front elevation materials and detailing (i.e. brick rowlock/soldier coursing, water tables etc.) shall continue around the structure. Discontinuing details or changing finish materials may occur at the interior corners only, not within a wall plane and must be approved by the ACC.
- K. Exterior finishes shall be extended or stepped down as necessary on the front and side elevations enough to be esthetically pleasing. So that no more than twelve (12) inches of the Dwelling perimeter concrete foundation is left exposed, it must be approved by the ACC.
- L. Surrounds and lintels may be decorative brick (projections or special shapes), cast stone, rough sawn cedar, cut stone or stucco projections.
- M. Allowed Materials:
 - Clay brick in blends that range from medium to warm earth tone colors. Blends in the pastel color family and high contrast blends that have a

spotted appearance are prohibited. Clay brick shall satisfy ASTM C 216 facing brick grade sw.

- Quarried (natural) stone in coursed or un-coursed patterns (i.e. fieldstone, ashlar, ledge rock, roughly square). River rock is not recommended.
- Cast stone.
- Portland cement plaster (stucco) in 3-coat application colored in light to warm earth tones and textured.
- Fiber cements board lap, shingle or panel siding with wood grain texture. Maximum lap siding exposure to be 7 inches. Maximum exposed panel siding without battens to be 24 inches.
- Wood siding to be redwood or cedar, clear grades. Nominal maximum width of 8 inches.
- All materials must be approved by the ACC.

3.5 Roof Construction, Materials and Accessories.

- A. Roofs shall primarily consist of gable and hip forms, with flat and shed roof types limited to minor areas.
- B. Roof pitches and eave depths will vary as dictated by the architectural style of the Dwelling.
- C. Roof pitches for the primary masses of the house should range between 8:12 to 12:12. The ACC may consider lower or steeper pitches where appropriate.
- D. Eave depths should range between 12 and 30 inches.
- E. Fascia boards should typically be 6 inches in width, with a maximum of 8 inches.
- F. Roof vents, vent stacks and galvanized metal (flashing/valleys) shall be painted to blend with the finished roof material.
- G. Roof vents, stacks and other roof appendages on a roof plane where visible to a street must be approved by the ACC.
- H. Attic ventilators shall be of the low profile “pancake” or low profile fan type.
- I. All roof material types, texture, profile and color must be approved by the ACC.
- J. Allowed Materials:
 - Dimensional composition shingles, minimum thirty (30) year product.
 - Copper.
 - Clay tile.
 - Natural slate.
 - Prefinished non-reflective standing seam metal roofing.
 - Other roofing materials must be specifically approved by the ACC.
- K. Prohibited Materials:

R-Panel roofing materials, unless specifically approved in writing by the ACC

3.6 Windows and Doors.

- A. Windows shall be quality units consisting of frames with an exterior finish of either painted/stained wood, vinyl clad or pre-finished aluminum, aluminum framed units with painted finish by general aluminum or similar, vinyl units or other type as approved by the ACC.

Window units may consist of either operating or stationary sashes (*i.e.* casements, single hung, double hung, awning, fixed, etc.). Muntins in patterns appropriate to the architectural style of the house may be included. If muntins are included, they should be consistent in appearance and should be part of all windows on the common face of the house in order to maintain a consistent appearance. Inclusion of muntins should be reviewed and approved by the ACC.

- B. Patio doors shall be quality units of materials, color and appearance, similar and complimentary to the windows. Patio door color and appearance shall be subject to approval of the ACC.
- C. Other frame type units may be considered by the ACC.
- D. Front entry doors shall be custom solid wood, wood-grain fiberglass or metal such as iron or steel crafted to the architectural style of the house and stained or painted, with or without accent decorative glass and sidelights.
- E. Secondary doors may be panel style wood, fiberglass, or metal such as iron or steel and painted or stained and with or without glass panels.
- F. All glazing shall be insulating glass units with one glass pane clear and one glass pane Low-E coated. Glass may be tinted if approved by the ACC, however reflective mirrored appearances are not permitted.
- G. Storm and screen doors shall be full-view (without intermediate rails) glass or screens. Frames (stiles and rails) shall not exceed six (6) inches in width and must match the Dwelling window unit finish color. Clear glass panels are required where visible to the streets.

3.7 Garage Doors.

- A. Aluminum or steel sectional doors with embossed wood-grain texture and classic style raised panels. The doors shall be pre-finished to match the color family selected for the Dwelling.
- B. Wood clad steel doors shall be stained.
- C. Garage doors located on the main Dwelling will be limited to eighteen (18) feet in width and nine (9) feet in height and may include window options with clear, black or obscure glass.
- D. Separate garage doors are encouraged for each enclosed garage vehicle bay.
- E. Rolling curtain type doors are not permitted on garages designed and intended to park or store a vehicle.
- F. All doors shall be approved by the ACC

3.8 Decks, Patios, Pathways and Exterior Stairs.

- A. Decks may be constructed of redwood, cedar, wood/thermoplastic composites (warm neutral brown and gray wood grains), or other materials as approved by the ACC. Pressure treated lumber is permitted for structural purposes only in areas that are not typically exposed to view.
- B. Patios and pathways may be broom finished, brick, stone, pavers, tile or decorative concrete that has been stamped, textured and colored. Finishes shall complement the color tones on the Dwelling.
- C. Decks and patios should be incorporated into the topography of the site. Unightly structural members must be screened.
- D. Decks are limited to side and rear yard areas.
- E. Perimeters of deck shall be skirted with a finish material. Edges of patios shall set to or within four (4) inches of the finish grade.
- F. Exterior stairs must be integrated into the architecture of the house design and constructed of materials and finished in colors that much or complement those used on the Dwelling.
- G. Decks, patios and exterior stairs may not be located within any drainage easement.
- H. Roof pitches shall meet a minimum of 4:12.

3.9 Gutters and Downspouts.

- A. Downspouts must not concentrate water flow directly onto adjacent Lots or Common Area.
- B. Roof drainage should sheet flow into the designated drainage easements.
- C. Additional drainage systems (*i.e.*, subsurface systems), gutters and/or downspouts may be necessary to assist in the orderly drainage and removal of roof water.
- D. Gutters and downspouts shall complement the color family selected for the Dwelling.

3.10 Dormers.

- A. Dormers are recommended to be functional as an extension of a habitable room or by providing day lighting into an interior space.
- B. Unfinished attics and mechanicals must not be visible through dormer windows. It is recommended that attic dormers include a finished ceiling and walls, matching blinds, or tinted windows, which match all windows on that side of the elevation so as to appear as a functional space from exterior views.
- C. Window units and glass shall match those used on the Dwelling.

3.11 Awnings.

- A. Awnings are permitted provided they are incorporated into the overall design of the Dwelling and approved by the ACC.
- B. Colors must be of a solid earth tone. Bright and/or multi-colors are not permitted.
- C. Sizes and locations to be approved by the ACC on a case-by-case basis.
- D. Roof pitches shall meet a minimum of 4:12.

3.12 Shutters.

- A. Shutters shall be wood and either painted or stained.
- B. Double shuttered windows shall be $\frac{1}{2}$ width x full height of the window unit and match the window unit profile.
- C. Single shuttered windows shall be full width x full height of the window unit and match the window unit profile.
- D. Shutter widths should not exceed 24 inches.

3.13 Exterior Posts and Columns.

- A. Posts and columns should have a minimum width of 8". The recommended width is 10"-12" Must be approved by the ACC.
- B. Posts are recommended to have a brick or stone base that is 2' wide, 2' deep and 3' high.

3.14 Exterior Lighting.

- A. Outdoor lighting must not be excessive and should generally be used to accentuate plant material and architectural features with a minimum amount of wattage to achieve the lighting task.
- B. Up lighting of trees should be discreet moonlights with a photo on and electronic time off control.
- C. Light sources shall have a color temperature that is consistent throughout the landscape area, within the upper cool color temperature range and with a high color rendering index. Warm and neutral color temperatures are not permitted (*i.e.*, low and high pressure sodium light sources).
- D. Common flood lights must be shielded from neighboring Lots and Common Area and are permitted on elevations that face streets with ACC approval.
- E. Sports court and pole lights are not permitted.
- F. Colored lights are only permitted for holiday lighting purposes, appropriate from Thanksgiving through the first of week January, when they should be removed.
- G. Light fixtures should have a chemically treated coating and dark finish color to blend into the landscape (*i.e.* dark bronze anodized aluminum).
- H. Landscape lighting should be hidden or recessed into the ground. Up lighting is acceptable.

- I. Light sources that are determined to be objectionable by the ACC shall immediately be removed, shielded, relocated or adjusted to comply with ACC requirements.
- J. All exterior lighting must be approved by the ACC.

3.15 Solar Energy Equipment.

- A. Solar energy equipment should be allowed for in the initial design of the Dwelling and integrated into the architectural design. Solar equipment should be installed in a manner that minimizes visual exposure.
- B. Roof mounted equipment (*i.e.*, frames, support brackets, piping, wire ways, panels, etc.) should blend with the finish roof material colors.
- C. Roof mounted solar panels must not cause glares or reflections that are objectionable to other Lot Owners.
- D. Solar energy equipment must be maintained in working order at all times or completely removed by the Lot Owners.
- E. Solar window screens and films must be fitted to the window profile and consistent in appearance for all windows on the elevation it is being applied to.
- F. Solar window screens and films are not recommended on the windows on the front of the home.
- G. Reflective window films exceeding 35% are not permitted.
- H. Window films and screens must be maintained in good aesthetic order.
- I. All solar energy equipment, screens and films must be approved by the ACC prior to installation.

3.16 Additions and Alterations.

- A. Additions and/or alterations shall be integrated with the Dwelling architecture and match the exterior finish materials, colors and detailing.
- B. Additions must comply with all requirements that apply to the Dwelling.
- C. All exterior additions and/or alterations must be approved by the ACC.

4. LANDSCAPE GUIDELINES

4.1 Landscaping Materials and Maintenance.

- A. All Lots are required to be maintained at all times. A neat and orderly appearance is required for vacant Lots as well as constructed Lots. Required maintenance includes, but is not necessarily limited to, mowing, trimming and debris/deadwood removal.
- B. Plants must be selected from City of Weston approved plant list.
- C. Landscaping on individual Lots should be in keeping with the country setting that already exist throughout the Property.
- D. Landscaping shall be arranged in natural patterns.

- E. Vegetable gardens are not permitted in front yards or side yards with street adjacency and should be limited in total size to 144 square feet. Vegetable gardens must be screened with evergreen plantings from public view (streets and common areas).
- F. Fallen trees and debris outside of the natural vegetation areas must be removed from all Lots, as these harbor pests and animals.
- G. All debris, rocks, weeds, dirt, mud, etc. from mowing or construction must be removed from roads.

4.2 Required Landscaping.

- A. All front and side yard areas shall be landscaped, sodded and irrigated unless otherwise approved by the ACC.
- B. There shall be a minimum of three 3-inch minimum caliper large canopy (*i.e.*, live oak, red oak, cedar elm) shade trees on the Lot, Two (2) Ornamental 15 Gallon Accents, Twenty Nine (29) 3/5 Gallon Shrubs, Four (4) Seasonal Flower Flats, Bermuda Sod: Front, Sides and Rear Yards up to Twenty (20) Feet Past the Rear of the Main Building on the Lot.
- C. Existing trees, if any, successfully preserved may be used to meet the minimum tree planting.
- D. It is recommended that trees be planted a minimum of 40 feet from any road.
- E. All Dwellings must have and maintain front shrubbery landscaping. It is recommended that shrubs be planted along the entire front of the Dwelling with multiple rows and groups of shrubs, perennials and annuals.
- F. Required landscaping must be installed within 90 days after the date on which the Dwelling is 95% complete.
- G. All landscaping plans must be approved by the ACC.

4.3 Irrigation Systems.

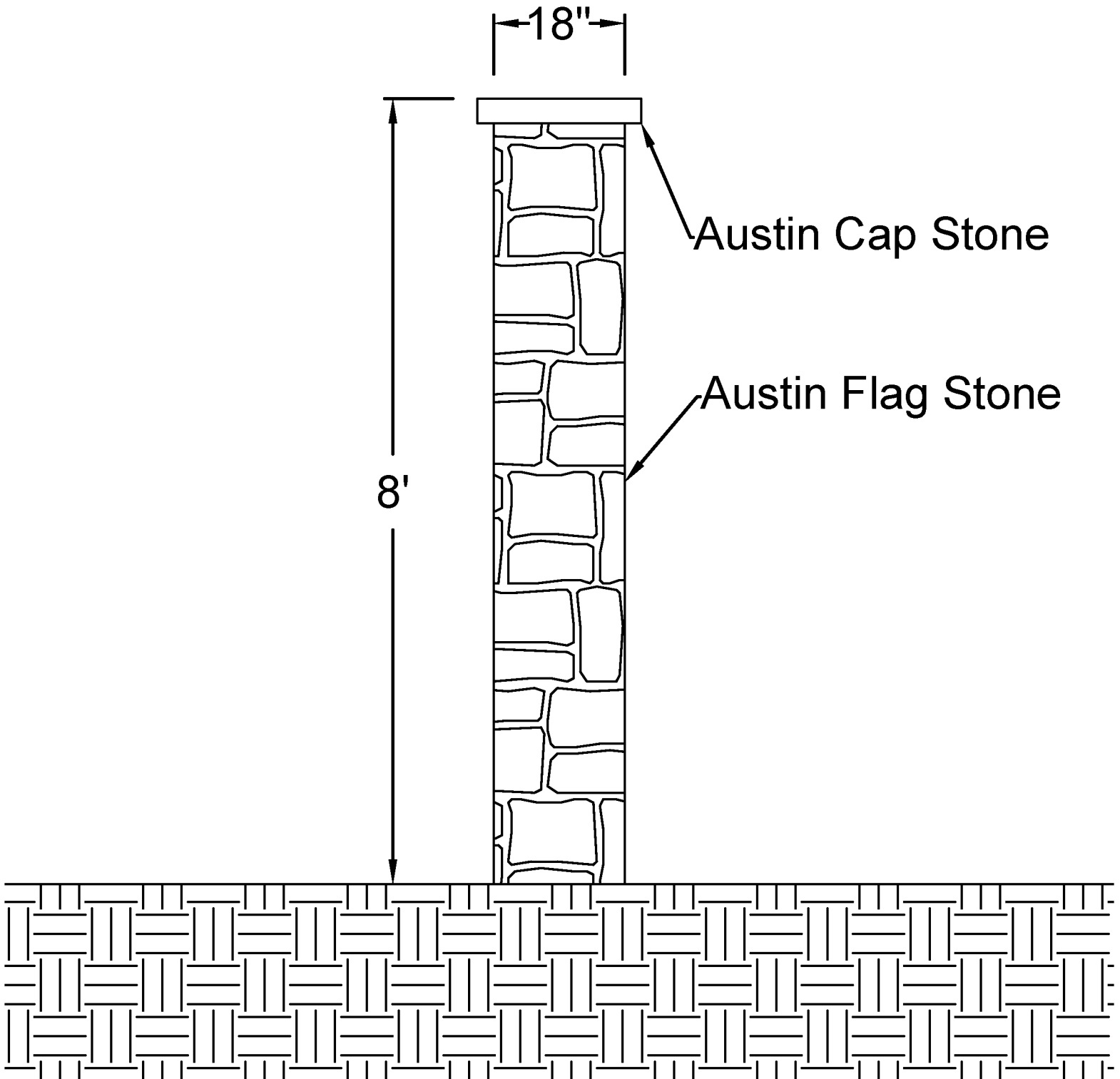
- A. Irrigation systems are required to have head-to-head coverage or closer and be of an underground automatic type with a back flow preventer device.
- B. Controller devices must be screened or located out of public view.
- C. Irrigation heads should be placed to prevent spray across Lot boundary lines.
- D. Irrigation systems must be properly maintained and in working order at all times. Blown heads or line ruptures shall be immediately repaired.
- E. A licensed irrigator in the state of Texas should provide irrigation design and installation.
- F. All sodded areas must have an irrigation system.

4.4 Berms.


- A. Berms, when used, shall have a maximum slope of 3:1. More gradual slopes with gently rounded tops are preferable.
- B. Berms shall not alter the drainage patterns of any drainage easement.


- C. Positive drainage must be provided between berms to prevent formation of sinkholes and depressions.
- D. Berm fill material must be well compacted and free of debris and large aggregates.

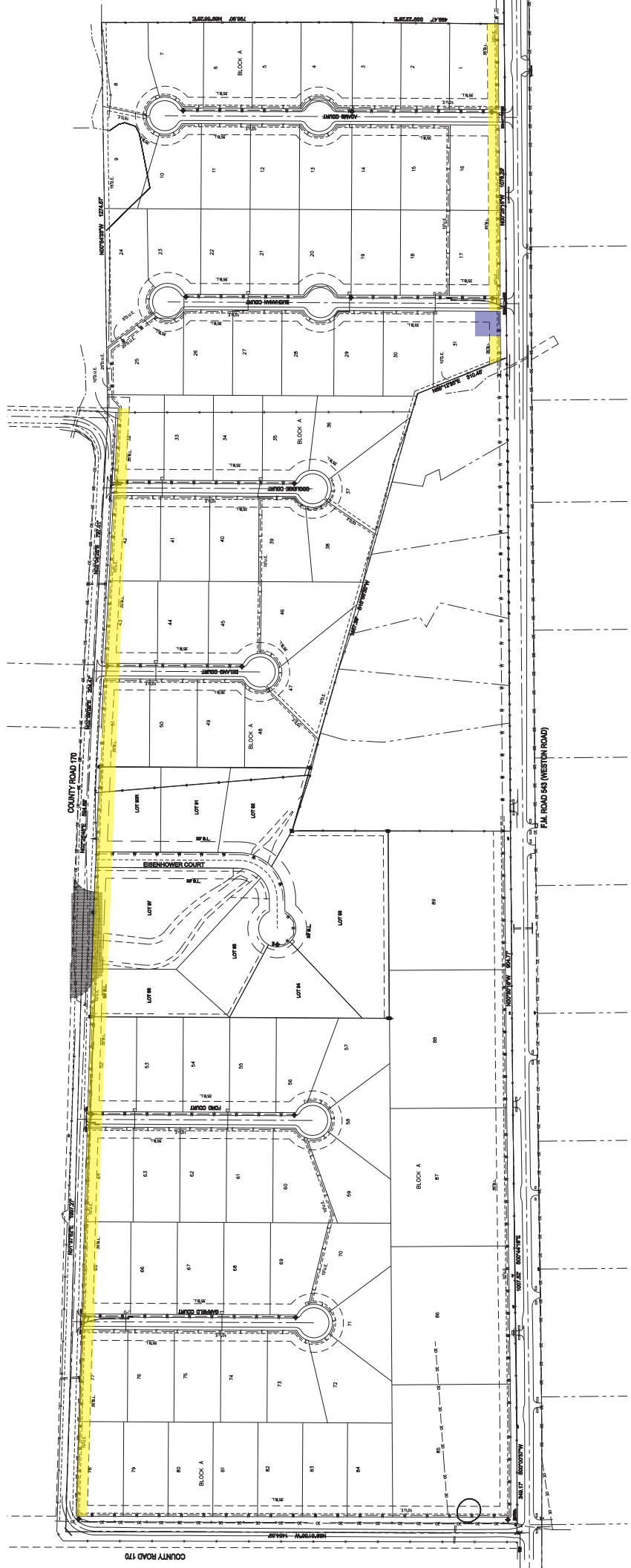
Van Buren Estates Column Exhibit



Van Buren Estates Fence Map Exhibit

 Required Fence Area

 Fencing Optional Determined by ACC



Van Buren Estates Fence Map Exhibit

Required Fence Area

Fencing Optional Determined by ACC



Filed and Recorded
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Collin County, TEXAS
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