

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

**STATE OF TEXAS**

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**COUNTY OF ARANSAS**

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**AFFIDAVIT FOR FILING DEDICATORY INSTRUMENTS**

BEFORE ME, the undersigned authority, on this day personally appeared Hendrik Krueger, President of Lucas Ranch Homeowners Association, Inc., a Texas nonprofit corporation, on behalf of the corporation, who, being first duly sworn by me, upon his oath stated:

My name is Hendrik Krueger. I am the duly authorized and acting President of Lucas Ranch Homeowners Association, Inc., a Texas nonprofit corporation.

WHEREAS section 202.006 of the Texas Property Code requires that a property owners' association file its dedicatory instruments in the real property records of the county in which the property is located and

WHEREAS Lucas Ranch Homeowners Association, Inc. is a property owners' association as the term is defined in the Texas Property Code and has property located in Aransas County, Texas,

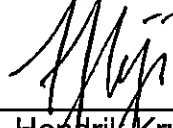
NOW THEREFORE, true copies of the following dedicatory instruments of Lucas Ranch Homeowners Association, Inc. which have not been previously filed in the public records of Aransas County are attached hereto, including:

- DOCUMENT RETENTION POLICY OF LUCAS RANCH HOMEOWNERS ASSOCIATION, INC.
- LUCAS RANCH HOMEOWNERS ASSOCIATION RECORDS PRODUCTION AND COPYING POLICY
- PAYMENT PLAN POLICY
- ARCHITECTURAL AND DESIGN GUIDELINES

FURTHER, other dedicatory instruments of the Lucas Ranch Homeowners Association, Inc. and Lucas Ranch Subdivision have been previously filed in the public records of Aransas County.

*[Signature Page to Follow]*

By: Lucas Ranch Homeowners Association, Inc.,  
A Texas nonprofit corporation



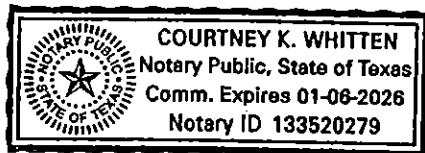
Name: Hendrik Krueger  
Title: President

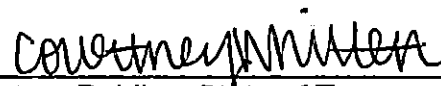
STATE OF TEXAS

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ARANSAS COUNTY

This instrument was acknowledged before me on July 11, 2024,  
by Hendrik Krueger, President of Lucas Ranch Homeowners Association, Inc., a Texas  
nonprofit corporation, on behalf of the corporation. The acknowledging person  
personally appeared by physically appearing before me.



  
Notary Public—State of Texas  
Name: Courtney K Whitten

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**DOCUMENT RETENTION POLICY OF LUCAS RANCH HOMEOWNERS'**  
**ASSOCIATION, INC.**

This Document Retention Policy is adopted in accordance with Texas Property Code section 209.005 and supersedes any policy regarding retention and destruction of Documents that may have previously been in effect. This Document Retention Policy will be effective when recorded in the real property records of Aransas County, Texas.

**1. Definitions.**

(a) Generally. The following words and phrases when used in this Document Retention Policy have the following meanings:

(1) The terms "Destroy" and "Destroyed" mean to destroy, discard, shred, burn, delete, chemically treat, purge, or otherwise eliminate Documents as may be appropriate.

(2) The term "Document" means any written, typed, or printed matter and all magnetic, electronic, or other records or documentary material generated or received by the Association in connection with transacting its business or related to the Association's legal obligations. The term "Document" includes but is not limited to writings, drawings, reports, graphs, charts, diagrams, correspondence, telegrams, memoranda, notes, records, minutes, contracts, agreements, records or notations of telephone or personal conversations or conferences, interoffice communications, electronic mail, microfilm, microfiche, bulletins, circulars, pamphlets, photographs, faxes, invoices, audio and visual recordings, computer printouts, drafts, résumés, logs, worksheets, and other information that is stored in magnetic, optical, digital, or other electronic-storage media from which the information can be obtained and examined, such as hard drives, floppy disks, CD-ROMs, DVDs, tapes, smart cards, integrated-circuit cards (e.g., SIM cards), other removable media (e.g., flash drives, Zip drives, Jaz cartridges), and the files within which any such items are maintained.

(3) The term "Official Files" means the files maintained by the Manager. The term "Official Files" expressly excludes Documents subject to the attorney-client

privilege and the work-product privilege maintained by the Association's legal counsel.

(b) Other Capitalized Terms. Any other capitalized term in this Document Retention Policy that is not defined in this Document Retention Policy will have the meaning set forth in, as applicable, (1) the Declaration Of Covenants, Conditions, and Restrictions for Lucas Ranch Subdivision (as amended or restated from time to time), or (2) the Bylaws of Lucas Ranch Homeowners Association, Inc., a Texas nonprofit corporation (as amended or restated from time to time).

## **2. Policy.**

(a) It is the Association's policy to maintain complete, accurate, and high-quality Documents. Documents are to be retained for the period of their immediate use, unless longer retention is required for historical reference, contractual or legal requirements, or other purposes as set forth in this Document Retention Policy.

(b) Documents may be maintained in paper format or in an electronic format that can be readily transferred to paper.

(c) Documents that are no longer required, or have satisfied their recommended period of retention, will no longer be records of the Association and may be Destroyed.

(d) The Manager is responsible for ensuring that Documents within its area of assigned responsibility are identified, retained, stored, protected, and subsequently Destroyed in accordance with the guidelines set forth in this Document Retention Policy.

**3. Compliance.** This Document Retention Policy is not intended to be exhaustive and, accordingly, will be implemented to meet the specific needs of the Association. The retention periods specified in the Retention Schedule are guidelines based on the current retention periods set forth in current laws, industry custom, and practice.

**4. Record Retention Schedule.** Documents must be retained in accordance with the retention schedule attached as Schedule 1 ("Retention Schedule"). The retention periods specified in the Retention Schedule for particular Documents are intended as guidelines. In particular circumstances, the Manager and the Board may determine that either a longer or shorter retention period is warranted, as long as the retention period does not violate current law.

**5. Directors.** The Association does not require Directors to maintain any Documents. Directors, in their discretion, may Destroy copies of Documents generated by the Association if the Association maintains the originals of the Documents in the Official Files. However, if Directors receive Documents relating to the Association that were not generated by the Association or received through the Association, Directors must send the originals of the Documents (or copies, if originals are not available) to the Manager to be maintained in the Official Files.

**6. Annual Purge of Files.**

(a) The Manager and each Director electing to maintain Documents must conduct an annual purge of files that are under their respective control. The annual purge of files must be completed within the first quarter of each calendar year for Documents relating to prior years.

(b) When a Director ceases to be a Director, the Director must either Destroy or turn over to the Manager all Documents relating to the business of the Association in the Director's possession or control. If the Documents are turned over, from that time forward, the Manager will have the responsibility to conduct the annual purge of files maintained by the former Director.

**7. Destruction Procedure.**

(a) If the Documents to be purged are of public record, the Documents will be recycled or Destroyed.

(b) If the Documents to be purged are not of public record, the Documents may be recycled as long as any confidential information contained in the Documents can be preserved; otherwise, the Documents will be Destroyed in order to preserve the confidential nature of the information.

**8. Certification.** Following the annual purge of files, the Manager, on request by the Board, must certify in writing that all Documents under its control conform to the guidelines set forth in this Document Retention Policy.

**9. Copies of Originals.** Copies of any Document may be recycled or Destroyed (as appropriate) at any time, regardless of age, as long as an original of the Document is maintained in the Official Files.

**10. Onset of Litigation.** If litigation has commenced, or if it is reasonably foreseeable that litigation may be imminent, all Documents potentially relevant to the dispute must be preserved. At the direction of the Association's legal counsel, the Manager will advise the Board and any other person who may maintain Documents of the facts relating to the litigation. Thereafter, all Documents potentially relevant to the dispute will be deemed "held" until the litigation is concluded and all appeal periods have expired. At the conclusion of the litigation, the "hold" period will cease and the time periods provided in the Retention Schedule will apply to the Documents.

By: Lucas Ranch Homeowners Association, Inc.,  
A Texas nonprofit corporation

  
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Name: Hendrik Krueger  
Title: President

STATE OF TEXAS

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ARANSAS COUNTY

This instrument was acknowledged before me on July 11, 2024,  
by Hendrik Krueger, President of Lucas Ranch Homeowners Association, Inc., a Texas  
nonprofit corporation, on behalf of the corporation. The acknowledging person  
personally appeared by physically appearing before me.



Courtney K Whitten  
Notary Public—State of Texas  
Name: Courtney K Whitten

**Attached**  
Retention Schedule

**Retention Schedule**

***Record Type:***

Certificate of Formation, Bylaws, and  
Declarations, and any amendments thereto

***Retention Period:***

Permanently

Financial books and records

7 years

Account records of current Lot Owners

5 years

Contracts with a term of one (1) year or  
more

4 years after the expiration  
of the contract term

Minutes of Board and Membership  
Meetings

7 years

Tax returns and audit records

7 years

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**LUCAS RANCH HOMEOWNERS ASSOCIATION**  
**RECORDS PRODUCTION AND COPYING POLICY**

This Records Production and Copying Policy ("Records Policy") is adopted in accordance with Texas Property Code section 209.005 and supersedes any policy regarding inspection and copying of Records that may have previously been in effect. This Records Policy is effective when recorded in the real property records of Aransas County, Texas.

**1. Definitions.**

(a) Generally. The following words and phrases when used in this Policy have the following meanings:

(1) The term "Business Days" means Monday through Friday, excluding federal holidays on which national banking associations in Aransas County, Texas, are authorized to be closed.

(2) The terms "Record" or "Records" mean the books and records of the Association, including financial records. The terms "Record" or "Records" specifically exclude an attorney's files and records relating to the Association and records of the Association subject to the attorney-client privilege and the work-product privilege.

(3) The term "Requesting Person" means an Owner, for himself or herself, or a person designated in writing by the Owner as the Owner's agent, attorney, or certified public accountant.

(b) Other Capitalized Terms. Any other capitalized term in this Records Policy that is not defined in this Records Policy will have the meaning set forth in, as applicable, (1) the Declaration of Restrictive Covenants for Lucas Ranch Subdivision (as amended or restated from time to time), or (2) the Bylaws of Lucas Ranch Homeowners Association, Inc., a Texas nonprofit corporation (as amended or restated from time to time).

**2. Request to Inspect or Obtain Copies.**

(a) A Requesting Person may submit a request to inspect or obtain copies of Records. The request must be submitted in writing and delivered to the Association by certified mail, return receipt requested, at the Association's mailing address as reflected on the



Association's most current management certificate recorded in the real property records of Aransas County, Texas.

(b) A written request to inspect or obtain copies of Records must identify with sufficient detail the Records requested and contain an election either to have the Association forward copies of the identified Records or to inspect the Records requested. The Requesting Person elects to have the Association forward copies of the identified Records, the request must indicate the address to which the Requesting Person desires to have the Records forwarded, as well as one of the available formats and delivery methods below:

(1) Format: electronic files or paper copies.

(2) Delivery method: e-mail, certified mail, or pickup.

**3. Response to Request.** Within ten (10) Business Days after receipt of a written request under Section 2, the Association will provide one of the following as appropriate:

(a) the requested Records, if copies were requested and any required advance payment had been made;

(b) a written notice that the requested Records are available for inspection, specifying dates and times when the requested Records may be inspected by the Requesting Person during normal business hours at the Association's office;

(c) a written notice that the requested Records are available for delivery once payment of the cost to produce the requested Records is made and stating the cost;

(d) a written notice that a request for delivery does not contain sufficient information to identify the specific Records desired, the format, the delivery method, or the delivery address, as applicable;

(e) a written notice that the requested Records cannot be produced within ten (10) Business Days but will be available within fifteen (15) additional Business Days from the date of the notice and payment of the cost to produce the Records is made and stating the cost.

**4. Guidelines for Inspection.**

(a) A Requesting Person requesting to inspect Records must not disrupt the ordinary business activities of the office where the Records are kept during the inspection.

(b) No originals of any Records may be removed by a Requesting Person from the office where the Records are kept without the Association's express written consent.

(c) If a request is made to inspect Records and the Records are maintained in electronic format, the Requesting Person will be given access to equipment to view the electronic records. The Association will not be required to transfer the electronic records to paper format unless the Requesting Person agrees to pay the cost of producing the copies.

(d) If a Requesting Person inspecting Records requests copies of certain Records during the inspection, the Association must provide them promptly, if possible, but no later than ten (10) Business Days after the inspection or payment of costs, whichever is later.

### **5. Costs.**

(a) A Requesting Person is responsible for all costs associated with a request made under this Records Policy, including but not limited to copies, postage, supplies, labor, overhead, and third-party fees (such as archive document retrieval fees from off-site storage locations) as listed below:

- (1) black and white 8½" x 11" single-sided copies ... \$0.25 each;
- (2) black and white 8½" x 11" double-sided copies ... \$0.25 each;
- (3) color 8½" x 11" single-sided copies ... \$0.50 each;
- (4) color 8½" x 11" double-sided copies ... \$1.00 each;
- (5) oversized single-sided copies ... \$0.50 each;
- (6) oversized double-sided copies ... \$1.00 each;
- (7) PDF images of documents ... \$0.10 per page;
- (8) labor and overhead ... \$18.00 per hour;
- (9) mailing supplies ... \$1.00 per mailing;
- (10) postage ... at cost;
- (11) other supplies ... at cost; and
- (12) third-party fees ... at cost.

(b) The Association will send the Requesting Person an estimate of the costs to respond, compile, produce, and reproduce the Records requested. Any costs associated with a Records request must be paid in advance of delivery by the Requesting Person. A Requesting Person who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Records Policy.

(c) In the Association's absolute discretion, and with the concurrence of the Owner, the Association may agree to invoice the cost of the Records request to the Owner's account. The Owner must pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will accrue interest as Maintenance Charges as allowed under the Declarations.

**6. Waiver of Costs.** If, in the Association's discretion, a request for Records is deemed to be minimal, the Association may waive the costs under Section 5.

**7. Records of Individual Owners.** Unless the Association receives express written approval from the individual Owner whose records are the subject of a request for inspection or copying, the following Records are not available for inspection or copying by any Requesting Person:

- (a) the financial records associated with an individual Owner;
- (b) deed restriction violation details for an individual Owner; and
- (c) personal information, including contact information, other than an address for an individual Owner.

By: Lucas Ranch Homeowners Association, Inc.,  
A Texas nonprofit corporation

  
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Name: Hendrik Krueger  
Title: President

STATE OF TEXAS

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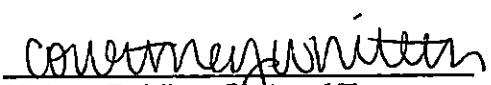
ARANSAS COUNTY

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This instrument was acknowledged before me on July 11, 2024, by Hendrik Krueger, President of Lucas Ranch Homeowners Association, Inc., a Texas nonprofit corporation, on behalf of the corporation. The acknowledging person personally appeared by physically appearing before me.



  
Notary Public—State of Texas

Name: Courtney K Whitten

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### **PAYMENT PLAN POLICY**

This Payment Plan Policy ("Policy") is adopted in accordance with Texas Property Code section 209.0062 and supersedes any policy regarding alternative payment schedules for assessments that may have previously been in effect. This Policy will be effective when recorded in the real property records of Aransas County, Texas.

1. **Definitions.** All capitalized terms in this Policy that are not defined in this Policy will have the meaning set forth in, as applicable, (a) the Declaration of Restrictive Covenants for Lucas Ranch Subdivision (as amended or restated from time to time), or (b) the Bylaws of Lucas Ranch Homeowners Association, Inc., a Texas nonprofit corporation (as amended or restated from time to time).

### **2. Payment Plans.**

(a) **Right to Payment Plan.** Subject to the terms of this Policy, Owners are entitled to make partial payments for delinquent amounts owed to the Association under an alternative payment schedule (each a "Payment Plan" and, collectively, "Payment Plans") in compliance with this Policy.

(b) **Effect of Prior Payment Plan.** The Association has no obligation to accept a Payment Plan from an Owner who has entered into a Payment Plan with the Association within the last twelve (12) months.

(c) **Effect of Prior Default.** The Association has no obligation to accept a Payment Plan from any Owner who has defaulted on the terms of a Payment Plan within the last two (2) years.

(d) **Effect of Expiration of Cure Period.** The Association has no obligation to accept a Payment Plan from an Owner more than forty-five (45) days after the Owner receives a Default Letter (as defined in the Assessment Collection Policy) from the Association notifying the Owner of delinquent amounts and payment options and providing the Owner an opportunity to cure the delinquency.

### **3. Basic Plan Requirements.**

(a) **In Writing.** All Payment Plans must be in writing on a form provided by the Association and signed by the Owner.

(b) Frequency and Amount of Payment. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the total delinquent amount owed plus administrative fees, if any, plus the estimated accrued interest and late charges.

(c) Duration. Based on the guidelines below, a Payment Plan may be no shorter than three (3) months. The Association has no obligation to accept a Payment Plan for a term longer than eighteen (18) months. The following guidelines are provided to assist Owners in submitting a Payment Plan:

(1) If the total delinquent amount is \$600.00 or less, the Payment Plan can have a stated term up to four (4) months in length.

(2) If the total delinquent amount is \$601.00-\$1,000.00, the Payment Plan can have a stated term up to ten (10) months in length.

(3) If the total delinquent amount is \$1,001.00 or more, the Payment Plan can have a stated term up to eighteen (18) months in length.

(d) Future Assessments. If an Owner requests a Payment Plan that will extend into the next fiscal period for Assessments, the Owner will be required to pay future Assessments before they become delinquent in addition to the payments specified in the Payment Plan.

(e) Sequential Payment Plans. On request of an Owner, the Association may approve more than one Payment Plan (to be executed in sequence) to assist the Owner in paying the total delinquent amount owed.

**4. Date Payment Plan is Active.** A Payment Plan becomes effective and is designated as "active" after the occurrence of all of the following:

(a) the Association's receipt of a fully completed and signed Payment Plan on a form provided by the Association;

(b) the Association's acceptance of the Payment Plan, as evidenced by the signature of an officer of the Association; and

(c) the Association's receipt of the first payment under the Payment Plan.

**5. Fees; Interest.** Late fees, penalties, and delinquent collection fees will not be added to an Owner's account while a Payment Plan is active. Association may impose a fee for administering a Payment Plan. The fee, if any, will be listed on the Payment Plan form and may change from time to time. Interest will continue to accrue on delinquent amounts during the pendency of a Payment Plan as allowed under the Declaration. On request, the Association will provide an estimate of the amount of interest that will accrue under any proposed Payment Plan.

**6. Default.**

(a) Events of Default. It is considered a default of the Payment Plan if an Owner does any of the following:

- (1) does not return a signed Payment Plan form with the initial payment,
- (2) misses a payment due in any calendar month,
- (3) makes a payment for less than the agreed amount, or
- (4) does not pay future Assessments before becoming delinquent with respect to a Payment Plan that spans additional fiscal periods for Assessments.

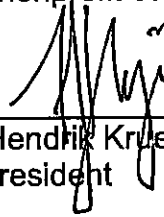
(b) Effect of Default. If an Owner defaults on the terms of the Payment Plan, the Payment Plan will, at the Association's option, be voided. If a Payment Plan is voided, the Association will provide written notice to the Owner and the full amount owed by the Owner will immediately become due and payable. The Association will resume the process for collecting amounts owed using all remedies available under the Declaration and applicable laws.

(c) Default Waived. In its absolute discretion, the Association may waive default under subsections 6(a)(2), 6(a)(3), and 6(a)(4) if an Owner makes up the missed or short payment in the immediate next calendar month's payment. The Association may provide a courtesy notice to Owner of any missed or short payment.

**7. Reinstatement of Voided Plan.** In its absolute discretion, the Association may reinstate a voided Payment Plan once during the original term of the Payment Plan, as long as all missed payments are made up at the time the Owner submits a written request for reinstatement.

[Signature Page to Follow]

By: Lucas Ranch Homeowners Association, Inc.,  
A Texas nonprofit corporation



Name: Hendrik Krueger  
Title: President

STATE OF TEXAS

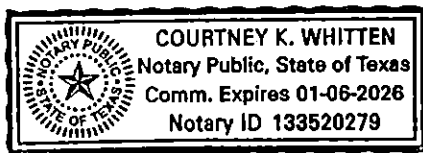
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Courtney Whitten  
Notary Public—State of Texas  
Name: Courtney Whitten

# Architectural and Design Guidelines



## **I. Introduction**

Any notice or information required to be submitted to the Lucas Ranch Homeowners Association Architectural Control Committee under these Architectural and Design Guidelines hereunder will be submitted to the Architectural Control Committee, 3201 FM 1069, Rockport, Texas 78382.

Property Subject To:

See Exhibit A.

Applicable Declaration:

Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 405806 in the Official Public Records of Aransas County, Texas.

### **A. Background**

Lucas Ranch Subdivision is a single-family residential subdivision located in Aransas County, Texas. The community is subject to the terms and provisions of that certain Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 405806 in the Official Public Records of Aransas County, Texas (the "Declaration"). The Declaration includes provisions governing the construction of improvements and standards of maintenance, use and conduct for the preservation of the community.

### **B. Reviewer and Review Authority**

Article XI of the Declaration includes procedures and criteria for the construction of improvements within the Community. Section 1, Article XI, of the Declaration provides that no Residential Building or Improvements may be placed maintained erected or constructed within the Development without the prior written approval of the Reviewer.

The Reviewer consists of members who have been appointed by Metropol, LLC, a Texas limited liability company ("Declarant"). Declarant has a substantial interest in ensuring that improvements within the development 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 community, and as a consequence thereof, the Reviewer acts solely in Declarant's interest and shall owe no duty to any other Owner or to Lucas Ranch Homeowners Association (the "Association"). Until expiration or termination of the Development Period, the Association does not administer the review and approval of Improvements within the Development.

Article VI of the Declaration includes procedures and criteria for the construction of improvements within the community. Article VI of the Declaration also provides that any and all improvements must be erected, placed, constructed, painted, altered, modified or remodeled in strict compliance with the requirements of the Architectural and

Design Guidelines, and Article VI of the Declaration and Article XI of the Declaration provides that no Improvements may be constructed without the prior written approval of the Reviewer.

These Architectural and Design Guidelines will apply only to Lots within Property which will be used for residential purposes.

## **II. Governmental Requirements**

Governmental ordinances and regulations are applicable to all Lots within the Property. It is the responsibility of each Owner to obtain all necessary permits and inspections. Compliance with these Architectural and Design Guidelines is not a substitute for compliance with the applicable ordinances and regulations. Please be advised that these Architectural and Design Guidelines do not list or describe each requirement which may be applicable to a Lot within the Property. Each Owner is advised to review all encumbrances affecting the use and improvement of their Lot prior to submitting plans to the Reviewer for approval. Furthermore, approval by the Reviewer should not be construed by the Owner that any Improvement complies with the terms and provisions of all encumbrances which may affect the Owner's Lot. Certain encumbrances may benefit parties whose interests are not addressed by the Reviewer. The Reviewer shall bear no responsibility for ensuring plans submitted to then Reviewer comply with any applicable building codes, zoning regulation and other government requirements. It is the responsibility of the Owner to secure any required governmental approvals prior to construction on such Owner's Lot.

## **III. Interpretation**

In the event of any conflict between these Architectural and Design Guidelines or the Declaration, the Declaration shall control. Terms used but not defined in these Architectural and Design Guidelines shall have the meaning subscribed to such terms in the Declaration.

## **IV. Amendments**

The Reviewer, acting alone, may amend these Architectural and Design Guidelines. All amendments shall become effective upon recordation in the Official Public Records of Aransas County, Texas. Amendments shall not apply retroactively so as to require modification or removal of work already approved and completed or approved and in progress. It is the responsibility of each Owner to ensure that they have the most current edition of the Architectural and Design Guidelines and every amendment thereto.

## **V. Architectural Review Process**

### **A. Objective**

The objective of the review process is to promote aesthetic harmony in the community by providing for compatibility of specific designs with surrounding buildings, the environment and the topography. The review process strives to maintain objectivity and sensitivity to the individual aspects of design.

#### B. Responsibility for Compliance

An applicant is responsible for ensuring that all of the applicant's representatives, including the applicant's architect, engineer, contractors, subcontractors, and their agents and employees, are aware of these Architectural and Design Guidelines and all requirements imposed by the Reviewer as a condition of approval.

#### C. Submittals, Approval and Review Fees

Requests for approval of proposed new construction, landscaping, or exterior modifications must be made by submitting the information and materials outlined in the Plan Review Process, set forth herein. No Improvements may be commenced until the Owner has received a written "Approval" from the Reviewer. The Reviewer may adopt a schedule of fees for plan review.

#### D. Timing

The Reviewer will attempt to review all applications and submittals within thirty (30) days. Please allow at least thirty (30) days prior to installation or construction for the Reviewer to review the related applications. Please be advised that in the event that any plans and specifications are submitted to the Reviewer and the Reviewer fails to either approve or reject such plans and specifications for a period of thirty (30) days following such submission, the plans and specifications will be deemed disapproved.

#### E. Inspection

Upon completion of all approved work, the Owner must notify the Reviewer. The Reviewer may inspect the work at any time to verify conformance with the approved submittals.

#### F. Responsibility for Compliance

An applicant is responsible for ensuring that all of the applicant's representatives, including the applicant's architect, engineer, contractors, subcontractors, and their agents and employees, are aware of these Architectural and Design Guidelines and all requirements imposed by the Reviewer as a condition of approval.

### **VI. Architectural and Aesthetic Standards**

#### A. Plan Repetition

The Reviewer may, in its sole and absolute discretion, deny a plan or elevation proposed for a particular Lot if a substantially similar plan or elevation exists on a Lot in close proximity to the Lot on which the plan or elevation is proposed. The Reviewer may adopt additional requirements concerning substantially similar plans or elevations constructed in proximity to each other.

For Example:

- Plan can be repeated every third Lot (example: Plan A, Plan B, Plan C, and Plan A).

PLAN A	PLAN B	PLAN C	PLAN A
PLAN D	PLAN E	PLAN F	PLAN B

- Across the Street: Same plan cannot be placed on a Lot across the street or diagonal from any other plan (example above: Plan B).

#### B. Brick Color and Masonry Stone Repetition

The Reviewer may, in its sole and absolute discretion, deny proposed brick or masonry for a particular Lot if substantially similar brick or masonry exists on a Lot in close proximity to the Lot on which the brick or masonry is proposed. The Reviewer may adopt additional requirements concerning substantially similar brick or masonry constructed in proximity to each other.

For Example:

- Similar brick or masonry can be repeated every third Lot (example: Plan A, Plan B, Plan C, and Plan A).

PLAN A	PLAN B	PLAN C	PLAN A
PLAN D	PLAN E	PLAN F	PLAN B

- Across the Street: Same brick or masonry cannot be placed on a Lot across the street or diagonal from any other brick or masonry (example above: Brick B).

#### C. Building Materials

- All building materials must be approved in advance by Reviewer, and only new building materials (except for used brick) shall be used for constructing any Improvements
- All projections from a dwelling or other structure, including but not limited to chimney flues, vents, gutters, downspouts, utility boxes, porches, railings and exterior stairways must, unless otherwise approved by the Reviewer, match the color of the surface from which they project.
- No vertical siding or wood shake siding will be permitted.

- No highly reflective finishes (other than glass, which may not be mirrored) shall be used on exterior surfaces (other than surfaces of hardware fixtures), including, without limitation, the exterior surfaces of any improvements.

#### D. Masonry Requirements

The exposed surface of the exterior walls of each primary residence shall be constructed of seventy-five percent (75%) masonry, exclusive of roofs, eaves, soffits, windows, gables, doors and trim work; and (ii) the second floor of each primary residence shall be constructed of twenty-five percent (25%) masonry, exclusive of roofs, eaves, soffits, windows, gables, doors and trim work. Only brick, stucco and natural stone shall be considered masonry. Notwithstanding the foregoing, on all Lots which share a common boundary line or are otherwise adjacent to a street: (i) the exposed surface of the exterior walls of the first and second floor of each primary residence facing the Primary Streets shall be constructed of one hundred percent (100%) masonry, exclusive of roofs, eaves, soffits, windows, gables, doors and trim work. In the event of a dispute as to whether a Lot shares a common boundary line or is otherwise adjacent to a Primary Street, the determination of the Reviewer shall be final and conclusive. Notwithstanding the foregoing, on all Lots facing the public right-of-way: (ii) the exposed surface of the exterior walls of the first and second floor of each residence facing the public right-of-way shall be constructed of one hundred percent (100%) masonry, exclusive of roofs, eaves, soffits, windows, gables, doors and trim work. In the event of a dispute as to whether a Lot faces a public right-of-way, the determination of the Reviewer shall be final and conclusive. No masonry with gray color tones other than mortar will be permitted.

Masonry, as used herein, consists of brick, stone, cultured stone or stucco or other similar products approved by the Reviewer. Hardi-Plank and other cementitious materials may be permitted with a master set pre-approval by the Reviewer. Roofs, eaves, soffits, windows, gables, doors, garage doors and trim work are not required to be constructed of masonry.

No foundation of a residence may: (i) be exposed more than thirty inches (30") above final grade along: (a) the front elevation of the residence; or (b) each side elevation of the residence within fifteen feet (15') from the front elevation of the residence; or (ii) may be exposed more than thirty-six inches (36") above final grade at any other point on the residence. If a foundation would not otherwise comply with the preceding sentence, the foundation shall be built to include a finished wall matching the exterior wall of the primary dwelling structure located on the Lot, which will extend to within thirty inches (30") (if at a point described in (i) above), or thirty-six inches (36") (if at a point described in (ii) above) above final grade.

Additionally, house pads (i.e. foundations) will be a minimum of 24 inches (24") above the surrounding area for houses built at grade (i.e. no stilts or pier/beam).

If the exterior of the elevation adjacent to the exposed foundation is constructed of stucco, the Reviewer will have the authority to require the use of stone, in a color

approved in advance by the Reviewer, to conceal the exposed portion of the foundation. In the event of a dispute as to the front or side elevation of a residence, the determination of the Reviewer shall be final and conclusive.

- **Exposed Foundations.** Exposed portions of the foundation on all sides of the house must be concealed by extending the exterior stone or brick to within at least thirty inches (30") of the finished grade. If the exterior of the elevation adjacent to the exposed foundation is constructed of stucco, the Reviewer will have the authority to require the use of stone, in a color approved in advance by the Reviewer, to conceal the exposed portion of the foundation. Remaining exposed slab area must be parged/sand finished. Exposed areas of slabs visible from streets may require textured/painted finish at the sole discretion of the Reviewer. Exposed slab on the front of the house and, on corner Lots the entire exposed side of the slab facing the street, must have textured, painted finish.

- **Projections.** All projections from a dwelling or other structure, including but not limited to chimney flues, vents, gutters, downspouts, porches, railings and exterior stairways must match the color of the surface from which they project, unless otherwise approved by the Reviewer.

- **Prohibited Elements:**

- o Vertical siding or wood shake siding (wood siding accents may be permitted if approved by the Reviewer).

- o Highly reflective finishes on exterior surfaces (other than non-mirrored glass or on surfaces of hardware fixtures).

- o Mirrored glass.

- o No vivid/bright colors.

- o Gray brick.

#### E. Square Footage

The minimum living square footage for each residence, exclusive of open or screened porches, terraces, patios, decks, driveways, and garages, is:

- 1600 square feet for lots less than, or equal to, 0.4 acres
- 2000 square feet for lots greater than 0.4 acres

- **Aesthetic Appeal.**

The Reviewer may disapprove the construction or design of a home on purely aesthetic grounds. Any prior decisions of the Reviewer regarding matters of design or

aesthetics will not be considered to establish a precedent for any future decision of the Reviewer.

- Calculation.

For the purpose of calculating total square footage, open or screened porches, terraces, patios, decks, driveways, garages, storage facilities and walkways shall be excluded. Other detached accessory uses such as cabanas or garages are permitted, but will not count toward the minimum square footage requirement. The calculation of square feet shall be measured from outside surface to outside surface.

#### F. Siting/Setbacks

The following setbacks shall apply to each Lot other than a corner Lot:

- Front Lot line: 10 feet
- Rear Lot line: 10 feet
- Side Lot line: 5 feet

The following setbacks shall apply to each corner Lot:

- Front Lot line: 10 feet
- Rear Lot line: 10 feet
- Side Lot line - Side of Lot adjacent to, or facing the street: 15 feet
- Side Lot line - Side of Lot adjacent to, or facing any other Lot: 5 feet
- Corner lots that share a common side line with a landscape easement on the street side of the lot are only required to have a 5 foot setback from the landscape easement.

In the event of a dispute as to whether a Lot is considered a corner lot hereunder, the determination of the Reviewer shall be final and conclusive. Notwithstanding any provision to the contrary in these Architectural and Design Guidelines, a covered porch shall be permitted to extend to a point no closer than ten feet (10') from the rear boundary line of a Lot.

The Reviewer must approve the encroachment of any flatwork, i.e. driveway, porch, etc. over the side building setbacks.

The Reviewer reserves the right to stipulate additional building or improvement setbacks attributable to any Lot. The Reviewer further reserves the right to grant variances to the setbacks set forth herein in accordance the Declaration.

#### G. House Width

This section is not used in this document.

#### H. Temporary/Accessory Structures

Owners will generally be permitted to erect one (1) accessory structure on their Lot providing the accessory structure, such as a pool cabana, garden building, storage building, or home office is approved in advance by the Reviewer. In no event will the total square footage of any approved accessory structure be interpreted to reduce the minimum square footage requirements of the principal residential structure as set forth in these Architectural and Design Guidelines.

Unless otherwise approved in advance and in writing by the Reviewer, an accessory structure: (i) may be no greater than 10' by 12' (120 square feet) as measured by the dimensions of the foundation of the accessory structure and from the finished grade of the Lot to the highest portion of the accessory structure; (ii) the exterior of the outbuilding must be constructed of wood or masonry, and may not be constructed of metal or plastic; (iii) must utilize roof materials that match the roof materials incorporated into the principal residential structure constructed on the Lot; (iv) have a pitched roof of the same pitch the principal residential structure constructed on the Lot; (v) the siding must be of at least the same quality/color as that used on the principal residential structure constructed on the Lot; (vi) the paint must match the color of the trim of the principal residential structure constructed on the Lot; (vii) the shingles must be either the same as on the principal residential structure constructed on the Lot or wood shake shingles; and (viii) no accessory structure may be located nearer than five (5) feet from an interior (side) lot line.

Temporary storage structures also known as "pods" are allowed with the prior written approval of the Association Management office provided that:

- Structure is located in the driveway of the Lot; and
- Structure is not placed on any Lot for more than seven (7) days.

The Reviewer shall be entitled to determine, in its sole and absolute discretion, whether a structure or shed on any Lot complies with the foregoing requirements relating to size, height, fence enclosure and construction materials. No accessory structure will be approved unless a principal residential structure has been constructed on the Lot or the accessory structure is being constructed at the same time as the principal residential structure. The Reviewer may adopt additional requirements for any accessory structure on a case by case basis as a condition to approval.

#### I. Prohibited Elements

The following architectural elements are prohibited within the community unless expressly approved in writing by the Reviewer:

##### Roofs

- Excessively pitched roofs.
- Mansard, gambrel or chalet roofs.
- Flat roofs.
- Roofs that are too steep or too shallow for the style of the home.



- Shed roofs except as incidental to the main roof.

#### Design Elements

- Unnecessarily prominent chimneys and other roof penetrations.
- Vents or skylights facing the street.
- White or bubble skylights.
- Mirrored glass.

#### Materials and Colors

- Wood siding (wood siding accents may be permitted if approved by the Reviewer).
- Cultured stone.
- Gray brick.

#### J. Building Height

Proposed heights must be compatible with adjacent structures and be compatible with existing or anticipated structure heights on Lots located above or below the Lot on which the proposed residence will be constructed and must be approved in writing by the Reviewer, prior to commencement of construction.

- Structure Height. Unless otherwise approved in advance by the Reviewer, no building or residential structure may exceed thirty-five feet (35') in height as measured as the vertical distance between the finished floor elevation at any point within the structure and the highest ridge, peak or gable (exclusive of chimneys and ventilators).
- Eaves. In addition, the height of any eave on any structure may not exceed thirty-four feet (34') above the natural grade (as measured from the center point of the home finished floor elevation) at any point on the exterior wall of the residence.
- Views. Views are neither guaranteed, preserved nor protected.

#### K. Room Additions

Any room additions must be approved in writing by the Reviewer. Additions to a residence will be considered for approval by the Reviewer if they meet the following:

- All materials used match those of the principal residential structure, including siding, brick, windows, and paint color, shingles, etc.
- Sunrooms will be considered.
- Screened Porches will be considered on a case by case basis and must meet the following minimum acceptable standards:

- o The porch and related improvements must be compatible with the architectural elements of the principal residential structure. Paint colors and materials must match those of the principal residential structure.
- o Design should reflect consideration for any adverse impact of neighboring properties.
- o Screened porches shall be located in back yard only. The screened porch shall not encroach on any easement or building line.
- o Screened porch shall be attached to the principal residential structure.
- o Free standing screened porches are not permitted.
- o Supplemental landscaping may be required as part of the Reviewer review.
- o The roof of screened porch shall be solid decking shingled to match the principal residential structure.

#### L. Greenbelt/Open Space Lots

"Greenbelt/Open Space Lots" shall refer to Lots/land that has not been developed, whether it is owned by the Declarant, a Homebuilder, the Association or another Owner and is not intended for use as a single family Lot. These areas are to be considered as private property and trespassing is prohibited. Lots Adjacent to Greenbelt/Open Space Lots must comply with all of the following requirements:

- The boundary between the Lot and the Greenbelt/Open Space Lots must be fenced in a manner approved in advance by the Reviewer.
- The fence must be 6 feet in height and be constructed of "pyrite brown" wrought iron or other decorative metal of a color and style specified by the Reviewer.
- No gate will be permitted into a Greenbelt/Open Space Lot.
- Backyards must be fully sodded with at least two 3" caliper hardwood trees installed by the Owner.
- Sheds or outbuildings will not be permitted on any Lot adjacent to Greenbelt/Open Space Lots.
- At no time are Greenbelt/Open Space Lots to be used for ingress/egress or storage.
- Greenbelt/Open Space Lots should remain in their natural state. No removal or trimming of trees is permitted.

Non-compliance with the above requirements will result in an immediate fine as outlined in the Schedule of Fines included in these Architectural and Design Guidelines.

#### M. Roofs and Chimneys

The pitch, color and composition of all roof materials must be approved in writing by the Reviewer. Roof vents and other penetrations shall be as unobtrusive as possible and must match the principal color of the roof unless approved in advance by the Reviewer.

- Accepted Roof Pitch: The roof of the primary residence erected on a Lot shall have a pitch of no less than 6:12, unless otherwise approved in advance by the Reviewer. The roof pitch of dormers, porches and other similar accessory structures attached to the primary residence shall be exempt from this requirement, but nonetheless subject to approval by the Reviewer.

- Accepted Roof Materials: roofing materials shall be limited to non-reflective metal, clay tile or composition roofs with an architectural profile and shall be expressly approved by the Reviewer and shall have a minimum warranty of thirty (30) years. Notwithstanding the foregoing, three tab composition shingle roofs are prohibited. In addition, roofs may be constructed with "Energy Efficiency Roofing" with the advance written approval of the Reviewer. For the purpose of the Section, "Energy Efficiency Roofing" means shingles that are designed primarily to: (i) be wind and hail resistant; (ii) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (iii) provide solar generation capabilities. The Reviewer will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (a) resemble the shingles used or otherwise authorized for use within the community; (b) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the community; and (c) match the aesthetics of adjacent property. An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth the Declaration. In conjunction with any such approval process, the Owner should submit information which will enable the Reviewer to confirm the criteria set forth in this Section. Any other type of roofing material shall be permitted only with the advance written approval of the Reviewer.

- Energy Efficiency Roofing. In addition, roofs of buildings may be constructed with "Energy Efficiency Roofing" with the advance written approval of the Reviewer. For the purpose of the Section, "Energy Efficiency Roofing" means shingles that are designed primarily to: (a) be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities. The Reviewer will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (i) resemble the shingles used or otherwise authorized for use within the community; (ii) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the community; and (iii) match the aesthetics of adjacent property. An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth the Restrictions. In conjunction with any such approval process, the Owner should submit information which will enable the Reviewer to confirm the criteria set forth in this Section.

- Chimneys. Chimney style must be appropriate for the style of the home and may be brick or other masonry matching with the same permitted colors and materials as permitted on the body of the house; provided however, that any chimney located on the interior portion of the roof may also include cementations materials solely or in addition to the brick or other masonry.

- Other Materials. Any other type of chimney or roofing material shall be permitted only with the advance written approval of the Reviewer.

#### N. Driveways

The design of all driveways must be approved in advance by the Reviewer and no circular driveways shall be permitted. Aggregate and/or stained concrete driveways are prohibited. Drives shall intersect the street at as close to 90 degrees as possible. Driveways must permit entry by standard mid-size vehicles without "bottoming out" in the transition area between the curb and property line as well as the driveway area between the property line and the garage. If the driveway is raised significantly above finished grade (which will be determined by the Reviewer in its sole and absolute discretion), the exposed sides of the driveway must be screened with landscaping approved in advance by the Reviewer.

- Width. Other than the flair in the driveway necessary to connect to the garage and, for side-entry garages area required for turning/maneuvering, the minimum width of a driveway is twelve feet (12') and the maximum width of a driveway path is eighteen feet (18') within five (5) feet from the curb (to allow for connecting radius to street). The maximum width of driveway area for a turnout shall be no more than 30' wide.
- Setbacks. All driveways must be at least one foot (1') from adjacent property lines except when side-entry garages oppose one another, in which case the minimum is two and one-half feet (2 W) from adjacent Lot lines.
- Finishes. All driveways shall be surfaced with brushed concrete (in some sections this may also be exposed aggregate and/or salt finish). Asphalt driveways are prohibited.
- Features. Drives shall intersect the street at as close to 90 degrees as possible. Driveways must permit entry by standard mid-size vehicles without "bottoming out" in the transition area between the curb and property line as well as the driveway area between the property line and the garage. Each Lot is permitted only one driveway access from the street. Driveways on corner lots abutting a cul-de-sac and another roadway must access off the cul-de-sac.
- Raised Driveway. If the driveway is raised significantly above finished grade (which will be determined by the Reviewer in its sole and absolute discretion), the exposed sides of the driveway must be underpinned (parged) and painted. When practical, landscaping to screen the raised area is recommended, upon approval in writing by the Reviewer.
- Ramps. Where driveways conflict with pedestrian walks, curbs must be saw cut and handicap ramps installed. Handicap ramps must be constructed to comply with all Texas Department of Licensing and Regulation Architectural Barriers Texas Accessibility Standards and American Disabilities Act (ADA) requirements.

Each Owner of a Lot must build or cause to be built on such Owner's Lot, in a location designated by the Reviewer, in conjunction with and at the time of construction of the principal residential structure constructed on such Lot. In constructing such sidewalk, each Owner shall be obligated to comply with Applicable Law, including any

applicable requirements of the Americans with Disabilities Act. Sidewalks from the drive to the principal residential structure shall have the same pattern and material as the driveway.

#### O. Sidewalks

This section is not used in this document.

#### P. Garages

No carports shall be placed, erected, constructed, installed or maintained on a Lot. All garages shall be approved in advance of construction by the Reviewer. The Improvements on each Lot must contain a private, enclosed garage capable at all times of housing at least two (2) standard size automobiles. No garage may be sized to accommodate more than three (3) standard size automobiles without the approval of the Reviewer. Each garage shall have a minimum width, as measured from inside walls, of 9.6' per car and a minimum depth for each car of 20'. Garages may contain appropriately sized storage rooms, recreational workshops and tool rooms, or servants quarters or guest quarters, if approved in advance by the Reviewer. Except with respect to detached garages, interior walls of all garages must be finished (i.e., taped, bedded and painted, at a minimum). Each garage shall have garage doors that are wired so as to be operated by electric door openers. The orientation of the opening into a garage (i.e., side-entry or front-entry) must be approved in advance by the Reviewer.

All garage doors shall remain closed at all times, save and except for the temporary opening of same in connection with the ingress and egress of vehicles and the loading or placement and unloading, or removal of other items customarily kept or stored therein, when a person is in the garage or engaged in yard work, or there is another activity occurring on the Lot which is reasonably facilitated by an open garage door.

No garage shall be converted to another use (e.g., living space) without the substitution, on the Lot involved, of another garage meeting the requirements of this section, and the approval of the Reviewer, and use of parking space in a garage for work areas or storage (including boxes, toys, exercise equipment, furniture; or work benches) to the exclusion of one or more vehicles is strictly prohibited.

Interior walls of all garages must be finished with sheetrock, textured and painted at a minimum. Each garage shall have garage doors that are wired so as to be operated by electric door openers and automatic door openers are required for all garage doors.

- Prohibited Elements:

- o Carports
- o Open (not enclosed) automobile storage

#### Q. Arbors/Pergola/Patio Covers

All arbors, pergolas and patios covers shall be approved in advance of construction by the Reviewer. Arbors and patio covers must meet the following:

- Be of cedar or a wood that is painted to match the principal residential structure constructed on the Lot (all other materials will be reviewed by the Reviewer on a case by case basis.)
- If roof is solid cover the shingles must match the principal residential structure constructed on the Lot.
- Lattice on the arbor will be considered by the Reviewer on a case by case basis.
- Approved stain color is Behr Natural #501. Behr brand is not required, but color should match.

#### R. Decks

All decks shall be approved in advance of construction by the Reviewer. Backyard deck additions must meet be of cedar or a wood that is painted or stained to match the principal residential structure constructed on the Lot (all other materials will be reviewed on a case by case basis by the Reviewer).

#### S. Exterior Lighting

All exterior lighting must be approved in advance by the Reviewer. Exterior lighting will be kept to a minimum, but consistent with good security practices. Such illumination shall be designed and installed so as to light only the principal residential structure, landscaping, driveway areas and walkways upon a Lot. Indirect sources and horizontal cut-off fixtures are recommended to reduce glare and provide general ambient light. Soffit or tree lights must be shielded or directed towards vegetation so as to eliminate glare and source visibility.

- No exterior light whose direct source is visible from a street or neighboring property or which produces excessive glare to pedestrian or vehicular traffic will be allowed.
- Any permitted ground-level light fixtures shall be depressed or screened from public view in a manner approved by the Reviewer. No outdoor lighting shall be directed towards or focused in the Common Area, buffer zones, greenbelts or dedicated habitat or conservation easements.
- Use of other than white or color corrected high intensity lamps and exterior lights will not be allowed. Sodium, mercury vapor, or bare HID yard lights are not allowed.

#### T. Exterior Holiday Decorations

Lights or decorations may be erected on the exterior of the principal residential structure in commemoration or celebration of publicly observed holidays provided that such lights or decorations do not unreasonably disturb the peaceful enjoyment of adjacent Owners. All lights and decorations must not be permanent fixtures of the principal residential structure without prior written approval of the Reviewer and shall be removed

within thirty (30) days after the holiday has ended. Christmas decorations or lights may not be displayed prior to November 15.

#### U. Impervious Cover

The maximum impervious cover per lot is fifty-five percent (55%) - maximum building coverage is forty-five percent (45%).

#### V. Address Markers and Mailboxes

Address markers must be readily visible from the street. The painting of addresses on the curb is not allowed. Centralized mailbox units will be provided in the community for mail pick-up and delivery.

#### W. Signage

Certain signage requirements are set forth in the Declaration. Further, the Documents permit Declarant to erect and maintain advertising signs (illuminated or nonilluminated), sales flags, other sales devices and banners for the purpose of aiding the sale of Lots in the Development Area. Upon written approval from the Reviewer, a Homebuilder may be permitted to erect and maintain such signs, flags and banners by submitting along with the application for approval the location, size, number, design and other features of the signs, flags and banners requested. If approved, such signs, flags and banners must be removed immediately upon sale of the Lot(s) for which the signs, flags and banners were displayed. Approval by the Reviewer shall not relieve Homebuilder from the obligation to apply for and obtain any other governmental permits before erecting and maintaining such signs, flags or banners in the Development Area.

#### X. HVAC Location and Screening

No air-conditioning apparatus may be installed on the ground in front of the principal residential structure or on the roof of the principal residential structure. No window air-conditioning apparatus or evaporative cooler may be attached to any front wall or front window of the principal residential structure or at any other location where it would be visible from any street, any other Lot or any Common Area. Air conditioning compressors and pool equipment shall be enclosed by a structural screening element constructed of materials approved in advance by the Reviewer.

#### Y. Barbecue Grills

Freestanding barbecue grills are permitted only if they are stored and used in the rear yard space of the Lot that is not visible from the street.

#### Z. Aesthetic Appeal

The Reviewer may disapprove the construction or design of a home on purely aesthetic grounds. Any prior decisions of the Reviewer regarding matters of design or aesthetics shall not be deemed to have set a precedent if the Reviewer feels that the repetition of such actions would have any adverse effect on the community.

## **VI. Landscape Guidelines**

### **A. Landscape**

Detailed landscape plans for each Lot may be submitted to the Reviewer for consideration after construction of the principal residential structure thereon has begun, so long as such submission occurs at least ninety (90) days before completion of the residence. Upon written request, however, the Reviewer may waive the requirement of landscape plans for any Lot by a Homebuilder. There shall be no revisions made to approved plans without submission to, and approval by, the Reviewer of the revised plans. All introduced vegetation shall be trees, shrubs, vines, ground covers, seasonal flowers or sodded grassed which are commonly used in Aransas County, Texas for landscaping purposes and which are approved by the Reviewer. Landscaping in accordance with the approved plans shall be installed within ten (10) days after issuance of a certificate of occupancy with respect to the principal residential structure. Extensions to the time limit may be granted by the Reviewer for up to an additional thirty (30) days on a case by case basis. The approved plans shall include permanent sodded zoysia grass or "ground cover" in all sodded areas. Winter rye shall be considered a temporary measure to reduce soil erosion through the winter season, and shall be completely removed and replaced with sodded grass according to the approved plans. Each Lot shall be landscaped, at a minimum, with: (i) full sodded front and side yards (in front of fences), with backyards to be fully sodded by the Owner within thirty (30) days after acquiring occupancy of the Lot for residential purposes, (ii) the following number of hardwood shade trees--two (2) per Lot on all Lots other than corner Lots and four (4) per corner Lot (with two (2) in the front portion of the Lot, and two (2) in the side of the Lot adjacent to the street), and ten (10) shrubs sized five gallons or more. The hardwood shade trees required by this Section shall be no smaller in size than 3" caliper. Trees and other foliage over 3' tall need Reviewer approval. After installation, landscaping (including temporary landscaping) shall be properly maintained at all times. Any Owner who wishes to plant one or more gardens upon their Lot must obtain the approval of the Reviewer of any such garden and must follow applicable requirements as to size of the Lot, visibility of the Lot from other Lots, streets or common areas, and such other matters as the Reviewer may specify in any written approval.

During construction, existing trees shall be preserved and protected to the extent possible for the intended development, as determined in the Reviewer's discretion; provided, however, that the Reviewer may require the removal of cedar trees from a Lot regardless of the size of such cedar trees. For the purposes of this section, existing trees shall be deemed to be trees of 19" caliper and above. No existing trees shall be removed within any easement areas without the Reviewer approval, which may be withheld in the Reviewer sole discretion. Further, the Reviewer may prohibit the removal of existing trees



on portions of Lots adjacent to Common Area to the extent the Reviewer deems necessary to support the purpose of the Common Area. Removal of existing trees shall mean any operation, including transplanting, which removes, uproots or renders the tree incapable of sustaining a healthy and thriving condition. The Reviewer may require that any tree which, in its sole discretion, it deems to have been unnecessarily removed shall be replaced with one or more trees of a type and size approved by the Reviewer. Unless the Reviewer otherwise approves, an existing tree shall be replaced with trees aggregating at least the same number of caliper inches as the existing tree.

- Masonry retaining walls must be approved in advance by the Reviewer.
- Ground cover is defined as a planting of low plants (such as ivy) that covers the ground in place of turf. Rock or stone are not acceptable for use as a ground cover other than in flowerbed or walkway areas. The use of rock or crushed rock as a ground cover shall not be permitted.
- Landscape plans must include vegetative screening for above ground utility connections visible from the street or adjacent properties.
- Zoysia grass should be maintained at a height of two and one-half inches. Mowing heights may need to be altered to prevent scalping in the event of an uneven grade.
- Grass will be trimmed away from sidewalks, the principal residential structure, planted areas and other obstacles. It is suggested that line trimmers, mechanical edger and chemicals are employed to keep a neat, tidy appearance.
- Four-inch caliper trees and shrubs should be pruned to avoid blocking clear view of signs, address marker, illumination by light fixtures, the flow of air vents and air conditioner compressors as well as pedestrian and vehicular traffic.

The Reviewer reserves the right to require additional landscaping for pools, cabanas and other hardscape elements that may be constructed after completion of the principal residential structure and associated landscaping. The Reviewer may, upon the Owner's completion of the installation of landscaping, conduct an on-site inspection of the property to ensure compliance with the approved plan.

#### B. Drought-Resistant Landscaping

General landscaping guidelines for each Lot are set forth below. Notwithstanding the subsequent provisions, the installation of drought-resistant landscaping or water-conserving turf on a residential lot, which is a landscaping procedure known as xeriscaping ("Xeriscaping") will be allowed in certain instances in accordance with that certain Xeriscaping Policy set forth in the Declaration. All landscapes and landscaping must be approved in writing prior by the Reviewer prior to installation. An approved list of plants and turf is set forth on the Plant List which may be obtained from the Reviewer.

- Plans. Detailed landscape plans for each Lot must be submitted to the Reviewer for consideration at least thirty (30) days before installation is planned. No significant ( i.e., major changes in the plant list, plant and plant bed locations, plant count, hardscape design, materials) revisions may be made to approved plans

without submission to, and further approval by the Reviewer of the revised plans. Landscape plans must include vegetative screening for above ground utility connections visible from the street or adjacent properties. Hardscape elements in the landscaping must be in scale with the home and associated structures.

- Materials. All introduced vegetation shall be trees, shrubs, vines, ground covers, seasonal flowers or sodded grasses which are commonly used in Central Texas for landscaping purposes and which are approved by the Reviewer. An emphasis should be placed on utilizing native plants that are drought tolerant as well as deer resistant. A minimum of 2" of mulch is required for all shrub and bed areas. Turf grass shall have a minimum of 4" of native soils or improved soils. Caliche is not considered soil. An Owner must plant grass within three (3) days after top-soil for planting grass has been delivered to the Lot.

- Installation and Maintenance. Landscaping of new homes must be installed within thirty (30) days of completion and in any event, landscaping in accordance with the approved plans shall be completely installed prior to occupancy of a residence. Modifications of existing landscaping must be completed within fourteen (14) days of commencement. Extensions to the time limit may be granted by the Reviewer but may require a deposit. After installation, landscaping ( including temporary landscaping) shall be properly maintained at all times.

- Reservation of Future Approvals. The Reviewer reserves the right to require additional landscaping for pools, cabanas and other hardscape elements that may be constructed after completion of the residence and associated landscaping.

- Notwithstanding any requirements to the contrary, Owners shall comply with all applicable governmentally imposed water use restrictions and shall be granted appropriate relief from any specific requirement set forth in these Architectural and Design Guidelines that cannot reasonably be complied with, as determined by the Reviewer, as a result of such water use restrictions.

- Prohibited Elements.
  - o Rock other than crushed granite as a ground cover (unless approved in advance by the Reviewer).
  - o St. Augustine Grass.

### C. Gardens, Sculptures and Fountains

Any Owner who wishes to plant one or more gardens upon their Lot must obtain the approval of the Reviewer. Sculptures and fountains are subject to approval by the Reviewer.

### D. Lawn Furniture, Decorations, and Garden Maintenance Equipment

Lawn furniture, including swings/chairs/benches in good repair are allowed on front porches of the principal residential structure, but must be incorporated into a landscape theme if visible from other Lots. Swings and or benches are not allowed on driveways/front lawns etc. unless specifically approved for placement by the Reviewer.

- One (1) birdbath of a standard size is acceptable in the rear yard of the Lot without prior written approval from the Reviewer.
- Notwithstanding exterior holiday decorations, plastic lawn decorations and artificial plants are not permitted, including pink flamingos, animals, or other plastic designs/statues.
- Lawn mowers, edgers, wheelbarrows, etc. may not be left out in view of other Lots except when in use. Bulk/bag material (mulch, topsoil, etc.) may not be left out in view for longer than ten (10) days.

#### E. Tree Protection

Protection and preservation of trees is of significant importance to the aesthetics and environment of the community.

- Vegetative Fencing. Whenever possible and economically feasible, all trees should be preserved and protected during construction with vegetative fencing.
- Tree Removal. As used herein, the "Building Envelope" shall be defined as the area of the Lot that is allowed for construction of improvements as defined by the setbacks of the Lot. A "Specimen Tree" is defined as a tree that is healthy and with a uniform canopy, excluding Junipers and Mesquite. In the area outside the Building Envelope, a Specimen Tree that is 9" or larger in diameter measured 24" off the ground must be flagged and approved in writing by the Reviewer prior to removal.
- Oak Wilt. Sound horticultural practices, as recommended by the Texas Forest Service, are required to prevent the establishment or spread of oak wilt. Specific requirements include:
  - o Tree pruning tools and blades shall be sterilized prior to and between cutting any oak trees.
  - o Oak tree pruning is discouraged from February 1st to June 15th.
  - o Pruned trees and/or wounds shall be immediately protected with tree paint (approved example: Treekote Tree Compound).
  - o All firewood shall be covered.

#### F. Irrigation

The Reviewer must approve all irrigation systems prior to installation. A Homebuilder will be exempt from this Section.

- Full Yard Requirements. Full yard programmable irrigation systems may be installed on all Lots and all irrigation systems must be installed and maintained pursuant to any state or local water requirements, including any applicable Texas Commission on Environmental Quality ("TCEQ") regulations.
- Backflow Prevention Device. Each Owner is advised that TCEQ regulations require the installation of a backflow prevention device at any connection to a

public drinking water supply. If a backflow prevention device is required, the Owner will be obligated to have performed a yearly inspection by a licensed TCEQ Backflow Prevention Assembly Tester.

- Drip Systems. The use of drip irrigation is encouraged. Irrigation sprinkler systems must use heads that emit large drops rather than a fine mist. All irrigation systems shall be zone based on plant watering requirements.
- Drought Management Plans. Drought management plans may be implemented, as necessary, by the Reviewer.
- Rainwater Harvesting Systems. The requirements for the installation of Rainwater Harvesting Devices are set forth in the applicable Declaration, subject to the following limitations: (i) only two 55 gallon tanks shall be permitted which must be two feet (2') in diameter and four feet (4') in height; and (ii) only located within the fenced yard of the Lot and not visible from the street.

#### G. Drainage

There shall be no interference with the established drainage patterns except by Declarant, unless adequate provision is made for proper drainage and such provision has been certified by a professional engineer and approved in advance by the Reviewer.

- Site Drainage. Responsibility for proper site drainage rests with the Owner. Each Owner is solely responsible for correcting any change in water flow or drainage caused by the construction of Improvements on such Owner's Lot.
- Area Drains. No area drains are allowed to extend through the curb, and any area drain opening must be behind the curb within the Lot and cannot extend to the street or right-of-way.

#### H. Fencing and Walls

The materials, height, location and construction of all fences must be approved in advance by the Reviewer.

- Lot Fencing. Fencing is required on the sides and rear of the lot. Courtyard walls that are architectural walls and designed for individual house plans will be considered for approval by the Reviewer.
- Retaining Walls. All retaining wall plans over four feet (4') tall or within any right of-way must be submitted to the Reviewer for consideration and must be constructed in accordance with stamped engineered plans by a licensed engineer.
- Plans. Plans submitted for fences or walls must be drawn on an accurate copy of the site plan.
- Greenbelt Fencing. Unless otherwise approved in writing at the sole discretion of the Reviewer, all lots backing up to a greenbelt must utilize ornamental wrought iron fence (painted black) without columns along the property line adjacent to the greenbelt.
- Construction. All fencing between Lots must be Good Neighbor-style wood fencing. Good Neighbor fencing is defined as wood fencing that alternates the side the panel faces every eight feet (8'). Fences shall utilize metal posts or a minimum of 4"x 4" posts and must have at least three horizontal boards for attaching the

pickets. Fences that side onto collector roads or otherwise identified high visibility locations will require the fence to be capped.

- Setbacks. The side yard fence at the point where it connects to the house must be setback a minimum of fifteen feet (15') from the front corner of the house and a minimum of ten feet (10') from the back corner of the house. All side yard fences must be installed so that they are perpendicular to the house unless circumstances on site dictate otherwise. Side yard fences must be installed so that all pickets are facing toward the street and no fence rails are seen from the street.

- Stain. All side-yard fences may only be stained using a stain that is approved in advance by the Reviewer. Any part of the fence that is visible from any street shall be routinely re-stained no less than every four years) in the approved stain color and the Reviewer and/or the Association shall have the right to re-stain such visible portion of the fence and charge the expense to the Owner pursuant to the terms and provisions of the Declaration.

- Prohibited Elements:
  - o Shadowbox or "Pallet" type fencing
  - o Fencing of front yards.
  - o Solid walls enclosing an entire site.

#### I. Pools, Spas and Hot Tub Plans

The plans and specifications for each swimming pool, spa and hot tub constructed on a Lot must be approved in writing and prior to construction by the Reviewer. All applications submitted to the Reviewer for the approval of plans and specifications for swimming pools, hot tubs or spas must be accompanied by the applicable city permits for the construction of same. Any applications submitted to the Reviewer, which do not include finalized construction permits from the applicable regulatory authority shall constitute an automatic rejection of the application. Above-ground, movable, or temporary swimming pools are prohibited. Each swimming pool constructed on a Lot must be entirely enclosed with a fence or similar structure which, at a minimum, satisfies Applicable Law. The location, color and style of the fence or enclosure must be approved in writing and in advance of construction by the Reviewer. Approval of a swimming pool, spa and hot tub and/or associated Improvements by the Reviewer will not constitute a determination by the Reviewer that the swimming pool, spa and hot tub and/or associated Improvements comply with Applicable Law or that the swimming pool, spa and hot tub and/or associated Improvements are safe for use.

No swimming pool, spa and hot tub shall be located in the front or side yard on any Lot. Unless otherwise approved in writing by the Reviewer, if the foundation or other vertical surface of the swimming pool will extend more than twenty-four inches (24") above the final grade of the Lot, the exposed foundation or vertical surface extending more than twenty-four inches (24") above the final grade will be finished in a manner that matches the exterior masonry of the principal residential structure. Application of the terms "front yard", "side yard", "foundation or other vertical surface", and/or "final grade" as to a specific Lot will be determined by the Reviewer in its sole and absolute discretion.

The Reviewer may adopt additional requirements for any swimming pool, spa and hot tub and/or associated Improvements on a case by case basis as a condition to approval.

Swimming pools shall be in-ground, or a balanced cut and fill, and shall be designed to be compatible with the site and the principal residential structure as determined in the sole and absolute discretion of the Reviewer. Unless otherwise approved in writing by the Reviewer, associated swimming pool, spa, and hot tub improvements, such as rock waterfalls and slides, shall not be over six feet (6') in height. No pool or deck may be closer than five (5) feet from any Lot line. Unless otherwise approved in writing by the Reviewer, all maintenance equipment, including chemicals, plumbing fixtures, heaters, pumps, etc., associated with a swimming pool, spa or hot tub may not be visible from any adjacent street or Lot. The drains serving a swimming pool, spa and hot tub must be connected to street drainage systems. No swimming pool, spa or hot tub shall be drained onto property other than the Lot on which the swimming pool, spa and hot tub is constructed. Above ground spas and hot tubs visible from public view or from an adjacent street or Lot shall be skirted, decked, screened or landscaped in a manner which excludes pumps, plumbing, heaters, filters, etc. from view. No swimming pool, spa or hot tub will be approved unless a principal residential structure has been constructed on the Lot or the swimming pool, spa or hot tub is being constructed at the same time as the principal residential structure.

- In Ground. Swimming pools and accompanying spas shall be in-ground, or a balanced cut and fill, and shall be designed to be compatible with the site and the dwelling. All exposed concrete on "Infinity Edge" swimming pools must be properly screened through the use of landscaping and no more than three (3') feet of exposed concrete may be visible. Self-contained above-ground hot tubs require approval by the Reviewer.
- Screening: Fencing. Screening, fencing, security and maintenance are required of all swimming pools, spas and hot tubs. Additional fencing, if any is proposed in addition to the yard fencing, and/or walls around the swimming pool, spa or hot tub must be approved in advance by the Reviewer and integrated into the design of the dwelling and site. Fences must meet all governmental regulations and no pool, spa, hot tub or other similar water containing basin shall be filled with water until proper fencing is installed.
- Plans. The swimming pool, spa or hot tub plan must be drawn on a copy of an accurate site plan and shall include specific indications of distances from the water containing basin(s) and surrounding slab walks to the Lot lines and building setbacks.
- Backwash. Unless otherwise expressly approved by the applicable governmental agency or utility service provider, backwash from a swimming pool, spa or hot tub drain with a backwash filtering system must be contained within the Lot on which the swimming pool, spa or hot tub has been constructed and is not permitted to be discharged into any street, adjoining Lot or drainage easement.
- Construction Deposit. A construction deposit is required for all swimming pool, spa or hot tub construction (except for any Homebuilder that has already provided a construction deposit for the construction of the home).

- Lot Access. No access across another Lot or greenbelt/open space area for the purpose of building or maintaining a swimming pool, spa or hot tub is permitted without the prior written approval of the other property owner or the Reviewer in the case of greenbelts/open spaces.

#### J. Basketball Goals and Sporting Equipment

Basketball goals, or backboards, or any other similar sporting equipment of either a permanent or temporary nature shall not be placed on any Lot or street or where same would be visible from an adjoining street or Lot without the prior written consent of the Reviewer. Permanent goals must meet the following criteria:

- the metal pole must be permanently mounted into the ground to the side of the driveway in a full
- upright position 25' back from the curb
- the pole, backboard and net must be maintained in good condition at all times
- poles may not be installed in front of the garage or facing into the street

Portable goals will not be allowed unless the following criteria are met:

- the goal must be placed to the side of the driveway and permanently installed to be flush with the ground and maintained at all times in a full upright position 25' back from the curb
- the pole, backboard and net must be maintained in good condition at all times
- poles may not be installed in front of the garage or facing the street
- landscape barrier, such as small shrubs must screen the base of the goal
- goals may not be rolled into the street or any other public right-of-way
- goals may not be maintained in front of the garage or facing into the street

The Reviewer shall have the authority to establish additional guidelines for the placement and design of basketball goals, backboards, or any other similar sporting equipment and the same shall be kept and maintained out of view from any street, except in accordance with any such established guidelines.

#### K. Playscapes and Sport Courts

Sport Courts and tennis courts are specifically prohibited on any Lot. Playscapes or any similar recreational facilities may not be constructed on any Lot without the advance written approval of the Reviewer. The Reviewer may prohibit the installation of playscapes or similar recreational facilities on any Lot.

Playscapes or any similar recreational facilities must comply with all the following requirements:

- Must be located where the equipment will have minimum impact on adjacent Lots and be screened from public view.
- All playscapes or any similar recreational facilities equipment must be of earth tones colors, i.e., medium to dark greens, browns, and tans.
- Bright primary colors will not be permitted.

- Views of playscapes or any similar recreational facilities must be reduced from public streets and adjoining units whenever possible.
- Playscapes or any similar recreational facilities must not be located any closer to a property line than the established building setbacks.
- Trampolines, whether portable or non-portable must be placed no closer than five feet (5') to any property line.
- Playscapes, playground equipment and trampolines are prohibited in the front yard.

If approved, portable playscapes, including but not limited to, non-permanent and/or inflatable slides, moon bounces, water parks and above ground inflatable pools or kiddie pools (collectively "Portable Playscapes") must be stored in a screened area, the rear of the Lot, or inside the garage when not in use.

In no event, shall any Portable Playscapes be visible from or in the front of any Owner's Lot for any period of time exceeding twenty-four (24) consecutive hours.

- Prohibited Elements:
  - o Direct or indirect lighting of the playscape, trampoline or sport court.
  - o Netting enclosures ( except safety netting around a trampoline).
  - o Playscapes, trampolines and sport courts may not be lighted or enclosed with netting.

## **VII. Erosion Control and Construction Regulations**

The following restrictions shall apply to all construction activities. It is the responsibility of all Owners and/or contractors to adhere to State and Federal storm water runoff protection and prevention requirements that may be applicable to their construction activities and to obtain proper permits as may be required. Periodic inspections by a representative of the Reviewer may take place in order to identify non complying construction activities. If items identified as not complying with the regulations are not remedied in a timely manner, fines will be levied.

### **A. Erosion Control Installation and Maintenance**

Upon written approval by the Reviewer, it is the responsibility of the Owner to install erosion control measures prior to the start of construction and to maintain the measures throughout construction.

- **Silt Fencing.** Silt fencing installed to all applicable standards is required to be properly installed and maintained to protect the low sides of all disturbed areas, where stormwater will flow during construction. The purpose of the silt fence is to capture the sediment from the runoff and to permit filtered, clean water to exit the site.
- **Sediment Removal.** Built-up sediment will need to be removed from the silt fence after heavy or successive rains, and that any breach in the fencing will need to be repaired or replaced immediately. If for any reason the silt fence is to be temporarily removed, a representative of the Reviewer must be contacted prior to the removal.



### B. Security

Neither the Reviewer, the Association, nor the Declarant shall be responsible for the security of job sites during construction.

### C. Construction Hours

Unless a written waiver is obtained from the Reviewer, construction may only take place as follows:

- Hours. Monday through Friday from 6:00 a.m. until 8:00 p.m., and on Saturdays and Sundays from 8:00 a.m. until 6:00p.m.
- Holidays. There shall be no construction on New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day, or Christmas Day.
- Waivers. Waivers may be given for the pouring of concrete slabs during the summer months.

### D. Noise, Animals, Children

The use of radios, tape and CD players must be restrained so as not to be heard on an adjoining Lot or street. Contractors and subcontractors may not bring dogs to construction sites. Contractors and subcontractors may not bring children under 16 years of age to construction sites.

### E. Material and Equipment Storage

All construction materials and equipment shall be neatly stacked, properly covered and secured. Any storage of materials or equipment shall be the Owner's responsibility and at their risk. Owners may not disturb, damage or trespass on other Lots or adjacent property.

### F. Insurance

The Reviewer requires an Owner to procure adequate commercial liability insurance during construction naming the Association, the Declarant and the Reviewer as additional insureds, in an amount to be determined, from time to time by the Reviewer.

### G. Site Cleanliness

During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming an eyesore.

- Fencing. Brightly colored construction fence must be installed before the start of construction on all side lot lines where a home is being constructed next to an existing occupied home.
- Trash Containers. Owners and Homebuilders shall clean up all trash and debris on the construction site. Trash and debris shall be removed from each construction

site on a timely basis. The Reviewer will have the authority to require that one dumpster be provided to serve no more than two Lots. In addition to any dumpster, a trash receptacle approved in advance by the Reviewer will be located on each lot during construction. Trash receptacles must be emptied periodically and will not be permitted to overflow. Chain link fencing is not an acceptable enclosure material for temporarily containing trash. Lightweight material, packaging and other items shall be covered or weighted down to prevent wind from blowing such materials off the construction site.

- No Dumping or Burning. The dumping, burying or burning of trash is not permitted anywhere in the community.

- Heavy Equipment and Debris. When moving heavy equipment, precautions must be taken to prevent damage to pavement, curbs, and vegetation. Track loaders are not to be operated on paved or concrete surfaces. Mud, dirt and other construction debris that is tracked off the construction site shall be cleaned on a daily basis. Skid steer loaders are not to be used to clean the streets by scraping them.

#### H. Sanitary Facilities

A temporary sanitary facility (chemical toilet) shall be provided and maintained for the use of construction workers.

#### I. Construction Parking

Construction crews shall not park on, or otherwise use, other Lots. No construction vehicle will be permitted to leak oil or otherwise damage or deface any street located within the community. The Documents permit Declarant to maintain and locate construction trailers and construction tools and equipment within the Development Area. Upon written approval from the Reviewer, a Homebuilder may be permitted to establish a construction trailer, field office or similar temporary structure by submitting along with the application for approval, a copy of the site plan with proposed locations of trailer, field office or similar temporary structure with a trash receptacle noted thereon. The trash receptacle shall be of an approved size. Such temporary structure, if approved, must be removed immediately upon completion of construction. Approval by the Reviewer shall not relieve Homebuilder from the obligation to apply for and obtain any other governmental permits before moving any such construction trailer, field office, etc. onto the Development Area.

#### J. Schedule of Construction Fines

Periodic inspections by a representative of the Reviewer may take place in order to identify non-complying construction activities. Listed below is the schedule of fines which may be assessed:

Premature Clearing

\$500

Construction without Reviewer Approval	\$500
Encroachment on Adjacent Properties	\$500 plus cost of repair
Violation of Rules, Restriction or Guidelines	\$50/day
Failure to Install and/or Maintain Erosion Control Measures	\$100/day
*Greenbelt/Open Space Lot violation	\$500
Sign Violation	\$50 per sign/incident

\*In the event, the Association or Declarant is required to repair, clean up or provide necessary service to bring the improvement into compliance, the Owner will be assessed the cost of repair, clean up, or service plus an additional 50% for time and service expended.

#### K. Duration of Construction

The principal residential structure residence shall be complete and available for occupancy on or before eighteen (18) months after the commencement of construction.

### **VIII. Plan Review Process**

New residential home construction within the community will utilize the process described in this section. No Improvements may be commenced until the Owner has received a written "Approval" from the Reviewer.

#### A. Submittals

The Plan Review Process includes three stages of review, plus Final Approval by the Reviewer:

Stage 1 - Pre-approval of standard sets of plans, elevations for multiple homes that will be allowed to be built by each builder. Alterations to the plans and plans not included in the preapproved list must be independently approved in advance of construction.

Stage 2 - Submittal of a site plan showing the specific home on the specific lot upon which it is proposed to be built. Must show compliance with all set-backs, easements, etc. Also, must show location of and material to be used for driveway, sidewalks, patios, decks, and any ancillary improvements along with house siding, roof, trim colors, and siding and trim materials.

Stage 3 - (Can be submitted during Stage 2) Diagram showing placement of required landscaping plants and any additional landscape improvements that may be specific to the particular house.

Final Approval - To obtain final approval, a completed Final Plan Application attached hereto must be submitted to the Reviewer, including any information or materials requested but not previously provided or submitted (can be submitted at any Stage above). Improvements on a Lot may not commence until such Final Plan Application has been submitted and executed by the Reviewer.

### B. Review Fees

New or Revision House-Start Reviewer Application - \$50 per application

Submittal process: Current Reviewer application completely filled out, plot plan attached (no plans required), and a check per application mailed or delivered to the Reviewer. Revisions will be charged same as a new submittal.

Master Plans Reviewer Submittal - \$500 per package

Submittal process: These packages usually occur when a builder enters a community, or changes product. All plans are to be submitted on ledger paper 11x16 or half size sets. Plans must include all elevations, roof pitch, brick/stone/stucco/siding percentages, and dimensional page for house width. Please include a submittal letter explaining the section(s) and specifics of the review. Mail or deliver the plan sets along with a check to the Reviewer.

**\*\*\*Plans are reviewed up front, and not at the time of build\*\*\***

Additional/New Reviewer Plan Review - \$50 per plan

Submittal process: Mail or deliver half size or 11x16 set of plans that includes all elevations, roof pitch, brick/stone/stucco/siding percentages, and a dimensional page. Include a submittal letter describing the request along with a check per each plan to be reviewed to the Reviewer.

Variance Reviewer Review - \$50 per variance

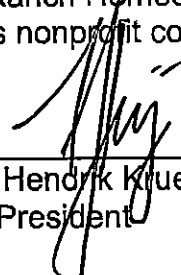
Submittal process: Variance request letters must include the legal address, street address, and a description of the variance, i.e. measurements, etc. Mail or deliver the letter and any supportive materials (plot plan) along with a check to the Reviewer.

### C. Timing

The Reviewer will attempt to review all applications and submittals within thirty (30) days after submission. Please plan construction activities to allow sufficient time for

submittals and review as outlined above, and for obtaining Final Approval prior to commencement.

By: Lucas Ranch Homeowners Association, Inc.,  
A Texas nonprofit corporation

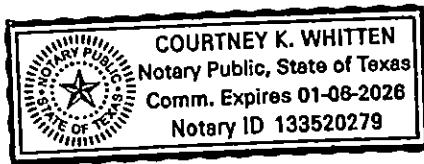
  
\_\_\_\_\_  
Name: Hendrik Krueger  
Title: President


STATE OF TEXAS

ARANSAS COUNTY

§  
§  
§

This instrument was acknowledged before me on July 11, 2024,  
by Hendrik Krueger, President of Lucas Ranch Homeowners Association, Inc., a Texas  
nonprofit corporation, on behalf of the corporation. The acknowledging person  
personally appeared by physically appearing before me.



  
\_\_\_\_\_  
Notary Public—State of Texas  
Name: Courtney K Whitten

### REVIEWER APPLICATION

Community Association Reviewer  
c/o Lucas Ranch Homeowners Association, Inc.  
3201 FM 1069, Rockport, TX 78382

Date: \_\_\_\_\_

Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Phase: \_\_\_\_\_ Section: \_\_\_\_\_

Plan #: \_\_\_\_\_ Bedrooms: \_\_\_\_\_ Baths: \_\_\_\_\_

Address: \_\_\_\_\_

Lot Plan Attached: (Please Circle) Yes / No

1st Floor Masonry % \_\_\_\_\_ 2nd Floor Masonry % \_\_\_\_\_

Chimney: (Please Circle) Yes / No Masonry \_\_\_\_\_ Fiber Cement \_\_\_\_\_

Fencing Type: \_\_\_\_\_

Stone Manufacturer  
and Color: \_\_\_\_\_

Brick Manufacturer and Color: \_\_\_\_\_

Stucco Color: \_\_\_\_\_

Roof Pitch: \_\_\_\_\_ Roof Color: \_\_\_\_\_ Year dimensional shingle \_\_\_\_\_

Paint Color: \_\_\_\_\_ Fill in the information if different from color above

Trim Color: \_\_\_\_\_ Door Color: \_\_\_\_\_

Shutters Color: \_\_\_\_\_ Garage Color: \_\_\_\_\_

Square Footage of House: \_\_\_\_\_ House Width: \_\_\_\_\_

Front Retaining Wall: (Please Circle) Yes / No Deck: Yes / No Patio: \_\_\_\_\_ square feet

Comments: \_\_\_\_\_

Builder Name/Contact Information: \_\_\_\_\_

By: \_\_\_\_\_

Site plan must be attached to include the following items:

- Site dimensions
- Square footage of all enclosed improvements
- Impervious Cover
- Property Lines with dimensions
- Building Setbacks
- Proposed finish floor elevation
- Utility boxes
- Drives, parking areas and walks
- House and accessory structures
- Easements
- Boundaries of turf areas with type of turf noted
- Locations of all proposed plants
- Plan legend including species, quantity and sizes at time of planting
- Fence location

APPROVED BY:

Reviewer : \_\_\_\_\_  
(signature)

APPROVAL DATE:

**EXHIBIT "A"**

**BEING 88.0072 ACRES OF LAND LOCATED IN THE J. SMITH SURVEY, A-239, AND THE J. SMITH SURVEY, A-189, SAID 88.0072 ACRES ENCOMPASSING ALL OF LOTS ONE (1) AND TWO (2) AND PORTIONS OF LOTS SIXTEEN (16), SEVENTEEN (17), AND EIGHTEEN (18), BLOCK NO. 2, OF THE C.B. LUCAS RANCH SUBDIVISION, ARANSAS COUNTY, TEXAS, RECORDED IN VOLUME 2, PAGE 7, MAP RECORDS OF ARANSAS COUNTY, TEXAS, AND BEING THE SAME TRACT OF LAND DESCRIBED AS THAT CERTAIN 88.01 ACRE TRACT OF LAND CONVEYED TO METROPOL, LLC., BY WARRANTY DEED AND RECORDED UNDER FILE NO. 382972, OFFICIAL PUBLIC RECORDS OF ARANSAS COUNTY, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a 5/8" steel rod (**NORTHING: 13,200,150.5744', EASTING: 2,583,312.7662'**) found at the intersection of the west right-of-way line of Cape Velero Drive (60' right-of-way) recorded under File No. 177267 in the County Clerk's Office, Aransas County, Texas, and the north right-of-way line of Texas State F.M. Road No. 1069 (80' right-of-way) for the SOUTHEAST corner of the heirin described tract and the **PLACE OF BEGINNING** for this survey;

**THENCE** South 66°06'49" West, along said northerly right-of-way of Texas State F.M. Road No. 1069 for a distance of 667.00 feet to a 5/8" steel rod found for the most easterly corner of a 1.7160 acre tract described under File No. 375120 in the Official Public Records Aransas County, Texas, and the most southerly corner of the herein described tract;

**THENCE** North 23°52'20" West, along the east line of said 1.7160 acre tract for a distance of 650.55 feet to a 1" steel rod found for an interior corner of said 88.0072 acre tract;

**THENCE** South 66°06'49" West, a distance of 1320.00 feet to a 5/8 inch steel rod found on the east property line of a 16.029 acre tract of land recorded under File No. 363704 in the Official Public Records Aransas County, Texas, same being the west corner of a 10.80 acre tract of land recorded under File No. 385821 in the Official Public Records Aransas County, Texas for the most southerly southwest corner of the herein described tract;

**THENCE** North 23°53'11" West, a distance of 660.00 feet to an "X" chiseled in concrete for the north corner of a 1.819 acre tract of land recorded under File No. 384345 in the Official Public Records Aransas County, Texas for an interior corner of the herein described tract;

**THENCE** South 66°06'49" West, a distance of 660.58 feet to a fence post found for the west corner of said 16.029 acre tract on the east property line of a 119.243 acre tract of land recorded under File No. 379670 in the Official Public Records Aransas County, Texas for the most westerly southwest corner of the herein described tract;

**THENCE** North 23°53'11" West, along the east property line of said 119.243 acre tract of land, a distance of 1320.02 feet to a 5/8 inch steel rod found on the south line of a 54.405 acre tract of land described under File No. 399734 in the County Clerk's Office, Aransas County, Texas, same being the centerline of a platted 60' unimproved right-of-way recorded under Volume K-2, Page 209 in the Deed Records of Aransas County, Texas, for the most westerly corner of the herein described tract;

**THENCE** North 66°06'49" East, along the south line of said 54.405 acre tract and the centerline of said platted 60' unimproved right-of-way, a distance of 897.08 feet to a 5/8 inch steel rod (**NORTHING:**



**13,201,847.0798', EASTING: 2,580,647.1606')** found on the southwest line of a 17.433 acre tract being a remainder of Wendell 819.225 acre tract, in the centerline of a 60' right-of-way named Eller Lane by Commissioner's Court under Volume 23, Page 433, and the Minutes of Commissioner's Court, recorded under Volume K-2, Page 209, in the Deed Records of Aransas County, Texas, for the most northerly corner of the herein described tract;

**THENCE** South 71°09'59" East, along the centerline of said Eller Lane (60' right-of-way), same being the southerly line of Cape Velero Pass Subdivision, recorded under Volume 5, Page 61 in the Plat Records of Aransas County, Texas a distance of 1946.27 feet to a 5/8" steel rod with cap stamped "BHP" set for an angle point of the herein described tract;

**THENCE** South 71°30'06" East, continuing along the centerline of said Eller Lane (60' right-of-way), same being the southerly line of said Cape Velero Pass Subdivision, a distance of 447.76 feet to the west right-of-way line of Cape Velero Drive (60' right-of-way) and a 5/8" steel rod with cap stamped "BHP" set for the most northerly east corner of the herein described tract;

**THENCE** South 23°53'01" East, along said west right-of-way line of Cape Velero Drive (60' right-of-way), a distance of 728.55 feet to a found 5/8" steel rod with cap;

**THENCE** continuing along said west right-of-way line of Cape Velero Drive (60' right-of-way), a curve to the RIGHT, having an arc length of 40.42 feet, a radius of 162.50 feet a delta angle of 14°15'06", and a chord bearing and distance of S16° 45' 28"E, 40.32 feet to a set 5/8" steel rod with cap stamped "BHP";

**THENCE** continuing along said west right-of-way line of Cape Velero Drive (60' right-of-way), a curve to the LEFT, having an arc length of 40.42 feet, a radius of 162.50 feet a delta angle of 14°15'06", and a chord bearing and distance of S16° 45' 44"E, 40.32 feet to found a 2" steel rod";

**THENCE** South 23°53'01" East, continuing along said west right-of-way line of Cape Velero Drive (60' right-of-way), a distance of 200.00 feet to the **POINT OF BEGINNING** and containing 88.0072 acres (3,833,595 square feet) of land, more or less.

**THE STATE OF TEXAS  
COUNTY OF ARANSAS**

I hereby certify that this instrument was FILED on the  
date and the time stamped hereon by me and was duly  
RECORDED in the Records of Aransas County, Texas.

405844 HOA  
07/11/2024 01:22:08 PM Total Fees: \$217.00

Recorded By: Angela Picarazzi

*Misty Kimbrough*

Misty Kimbrough, County Clerk  
Aransas County, Texas

