

**POLICIES, RULES
and
GUIDELINES**



**AMENDMENT TO THE COMMUNITY CHARTER
FOR
WATERSCAPE**

STATE OF TEXAS

NOTE TO CLERK: Please cross-reference to
Community Charter at Instrument No.
20180000007079

COUNTY OF ROCKWALL

This Amendment to the Community Charter for Waterscape ("**Amendment**") is made by PARKER CREEK ESTATES L.P., a Texas limited partnership (the "**Founder**").

Background Statement

The Founder is the developer of the planned community located in Rockwall County, Texas, known as Waterscape. The Founder executed and filed that Community Charter for Waterscape, recorded on April 25, 2018 as Instrument No. 20180000007079 in the County Clerk Official Records of Rockwall County, Texas (as amended and supplemented, the "**Charter**").

Pursuant to Section 21.2(a) of the Charter, the Founder reserved the right to amend the Charter unilaterally during the Founder Control Period. The Founder Control Period has not expired, and the Founder desires to amend the Charter as set forth herein.

Amendment

NOW, THEREFORE, the Founder hereby amends the Charter as follows:

1.

The introductory paragraph on page 1 of the Charter is hereby amended by deleting the words "Parker Estates, L.P." and replacing them with "Parker Creek Estates, L.P."

Upon recording, please return to:
Collin Huffines
Parker Creek Estates, L.P.
8200 Douglas Ave., Suite 300
Dallas, TX 75225

EXHIBIT "F"

Architectural Guidelines

[See attached]



Waterscape

WATERSCAPE

ROYSE CITY, ROCKWALL County, Texas

ARCHITECTURAL GUIDELINES

For Detached Single-Family Development

Updated November 26, 2019

WATERSCAPE
ARCHITECTURAL GUIDELINES
For Detached Single-Family Development

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WATERSCAPE
ARCHITECTURAL GUIDELINES
For Detached Single-Family Development

INTRODUCTION

APPLICABILITY

These Architectural Guidelines ("**Guidelines**") apply to all improvements to lots designated for single family detached dwellings in the planned community known as Waterscape located in, or in the extraterritorial jurisdiction of, Royse City, Rockwall County, Texas (the "**Community**").

PURPOSE

These Architectural Guidelines have been adopted by PARKER ESTATES L.P., a Texas limited partnership (the "**Founder**") pursuant to the authority set forth in Article 5 of the Community Charter for Waterscape, recorded on April 25, 2018 as Instrument No. 2018000007079 in the County Clerk Official Records of Rockwall County, Texas (as amended and supplemented, the "**Charter**"). Article 5 of the Charter requires prior approval for site work, new construction, landscaping, and exterior modifications to lots and homes within the Community, including placement of any structure or item, whether permanent or temporary, on the exterior portions of a lot or home, and sets forth procedures for review of all applications.

The Founder has established these Guidelines to provide guidance to builders and owners of lots in the Community ("**Owners**") in planning new construction, improvements and modifications to lots designated by the Founder for single family detached homes. These Guidelines are intended to facilitate the review process set forth in Article 5 of the Charter, but are not the sole basis for decisions on architectural and aesthetic matters. Compliance with these Guidelines does not guarantee approval.

GOVERNMENTAL REQUIREMENTS

All Owners are responsible for complying with all building codes, ordinances and requirements of Royce City and Rockwall County applicable to the Community. To the extent that any state or local ordinance, building code or regulation imposes a more restrictive standard than the standards set forth in the Charter or these Guidelines, the local government standard shall control. To the extent that any local government standard is less restrictive, the Charter and these Guidelines (in that order) shall control.

All builders should refer to Section 1.1.3 – Builder Review Process for information regarding the application and review process.

All homeowners should refer to Section 1.1.4 – Homeowner Review Process for information regarding the application and review process.

REVIEW AUTHORITY

Article 5 of the Charter vests in the Founder all authority over architectural matters during the Development and Sale Period, as defined in the Charter, except to the extent that the Founder may choose to delegate authority over certain matters to others. Upon termination of the Founder's rights, such authority shall be vested in an Architectural Review Committee ("**ARC**") appointed by the board of directors of Waterscape Homeowners Association, Inc. (the "**Association**"). The person or committee having authority over particular matters at any time is referred to as the "**Reviewer**".

THE FOUNDER HAS THE EXCLUSIVE RIGHT TO ESTABLISH AND MODIFY STANDARDS RELATING TO MATTERS WITHIN THE SCOPE OF ARTICLE 5 OF THE CHARTER AND TO APPROVE OR DISAPPROVE ALL APPLICATIONS FOR ARCHITECTURAL APPROVAL DURING THE DEVELOPMENT AND SALE PERIOD, AS DEFINED IN THE CHARTER. EXCEPT TO THE EXTENT THAT IT HAS EXPRESSLY DELEGATED AUTHORITY TO THE ARC, NEITHER THE ASSOCIATION NOR THE ARC SHALL HAVE ANY AUTHORITY OVER ARCHITECTURAL MATTERS.

AMENDMENT

The Founder may unilaterally amend these Guidelines at any time during the Development and Sale Period, as defined in the Charter, and thereafter the ARC may amend them. It is the responsibility of each owner to ensure that he or she has the most current edition of these Guidelines.

THE FOUNDER RESERVES THE RIGHT, IN ITS SOLE DISCRETION, AT ANY TIME, WITH OR WITHOUT NOTICE, TO MODIFY, CHANGE OR WAIVE ANY OR ALL OF THESE GUIDELINES FOR ANY REASON.

CONFLICTS; DEFINED TERMS

In the event of a conflict between these Guidelines and the Charter, the Charter shall control. Capitalized terms used in these Guidelines shall be defined as indicated where they first appear in bold print or in Section 5.8. Capitalized terms not otherwise defined in these Guidelines shall have the same meaning as set forth in the Charter.

CONTACT

For further information regarding these Guidelines, contact the Founder's agent, Waterscape Development, LLC, located at 8200 Douglas Avenue, Suite 300, Dallas, Texas 75225, Telephone (214) 750-1800.

1.0 GENERAL SITE DESIGN

1.1 Site Planning

1. General. To preserve the existing vegetation and to maintain the natural character of the area, home orientation should consider the existing native vegetation, drainage, shape of the lot, adjacent residences and views from the structures.
2. Architectural Review. All house plans, plot plans and landscape plans are subject to review and approval in writing by the Reviewer pursuant to Article 5 of the Charter prior to start of construction. This is a process in addition to any requirements which may be imposed by the City, Town or County jurisdiction.
3. Builder Review Process. The following is the review process to be followed by all Builders:
 - a. Master Plan Approval. Declarant to review all Builder plans and issue any approvals for Master House Plans, Elevations and Master Landscape Plans (if applicable) in writing.
 1. Plans may be submitted any time after the Builder has an executed Contract for purchase of lots.
 2. Declarant may, in its sole discretion, assign any or all of the review process to a third party.
 3. Declarant or appointed third party shall review all requests for variances.
 4. Plans will need to include floor plan, front, side and rear elevations, air-conditioned square footage, landscape plans, and fence locations.
 5. After a Master House Plan or Master Landscape Plan has been approved by Declarant, the plan may be used within the community, subject to obtaining the additional approvals required under Section 3.b. and 3.c. and continual compliance by the Builder with the requirements in these Guidelines and any limitations outlined in any written approval.
 - b. Plot Plan, Exterior Color Selects and Landscaping Plans are to be submitted to Declarant or its designee for review and approval prior to commencement of construction on any Lot. Refer to Exhibit A-1 for Residential Building Permit Application (Builder Form).
 1. A Plot Plan Review Form is to be filled out by the Builder for each home.
 2. The Plot Plan, Exterior Color Selects, and Landscaping Plan may be submitted together or individually, but all are required to be reviewed and approved by Declarant prior to start of construction.
 3. Any revisions to the Plot Plan, Color Selects, or Landscape Plans need to be re-submitted for approval.
 4. Any requests for variances from these Guidelines will need to be a submitted in writing by the Builder to Declarant for approval.
 - c. Final Site Review of each home by the Declarant or its designee and written approval is required prior to closing to a homeowner.

1. This review is to provide an opportunity for the Reviewer to identify any material deviations from the approved plans and to confirm that all landscaping and fencing requirements have been satisfied.
2. Before Final Site Review, the construction of the home must be completed.
3. **The installation of the landscaping must be complete and must conform to the Guidelines set forth in Section 2.12 – Landscape Design.**
4. During the months of June, July, August, and September, the Builder/Homeowner may request a variance for tree installation/replacement until weather permits.
5. Prior to inspection, all building debris must be removed from the site, the adjacent lots, surrounding area, and the construction site sign and any temporary power pole must be removed. Erosion control must be re-established on adjacent lots.
6. Upon completion of the home and all landscaping and related improvements as set forth in the previously approved Plot Plans, Exterior Color Selects and the Landscape Plan, and compliance with item 5 above, the Builder shall provide written notice to the Reviewer (email is acceptable) and request a final inspection. In order to avoid delay in closing a home with a homeowner, such notice should be given as soon as possible after completion, but at least 7 days prior to the date scheduled for closing.
7. Any unauthorized changes to previously approved plans must be corrected before Final Review Approval will be issued.
8. **This procedure is mandatory.**

When planning a home for construction, please allow ample time, five (5) to seven (7) business days excluding holidays, for the architectural review process to be completed. All issues and correspondence will be handled directly through and by the Reviewer. It is each Builder's sole responsibility to be familiar with and ensure that each home is compliant with these Guidelines and the approved plans and specifications prior to homeowner move-in. The Reviewer has sole discretion to approve or disapprove any submittal.

4. **Homeowner Review Process.** The following is the architectural review process to be followed by all Homeowners:
 - a. Plot Plan, Exterior Color Selects, and Landscaping Plan revisions are to be submitted to Reviewer for review. Refer to **Exhibit A-2 for Residential Application** (Homeowner Form).
 - b. A Plot Plan Review Form is to be filled out by the Homeowner for each home.
 - c. Any revisions to the Plot Plan, Color Selects, or Landscape Plans need to be submitted to the Reviewer for consideration, prior to the start of construction.
 - d. Any variances to these Guidelines will need to be a submitted via written request by the Homeowner to the Reviewer.
 - e. All issues and correspondence will be handled directly through and by the Reviewer with the assistance of the HOA Manager.
 - f. It is each Homeowner's sole responsibility to be familiar with and ensure all Guidelines are met and the home is compliant with these Guidelines.

- g. The Reviewer has sole discretion to approve or disapprove any submittal for non-compliance with the intent of these Guidelines.

1.2 Mailboxes, Utility Services, Antennae, etc.

1. Utility Services. All utility services to the home installed by Builder, including, but not limited to, rewiring for electric, phone, gas or cable TV, must be installed underground.
 - a. Ground-mounted mechanical equipment, such as HVAC units, shall be placed behind the side yard fence (Refer to Section 1.8 for Utilities, Mechanical, and Pool Equipment) and grouped together away from street and public view.
 - b. In the event cable boxes are installed, the boxes must be screened from view and grouped together away from street and public view.
 - c. Electrical panels associated with solar energy installations on a house must be screened from street view with 5'-6" shrubbery, if not located behind existing fence.
 - d. Electric meters shall be installed behind side yard fence so that they are not visible from the street.
2. Mailboxes. As of December 31, 2017, the United States Postal Service ("USPS") mandates use of a Cluster Box Unit (CBUs) throughout all developments in lieu of individual mailboxes. CBU location and placement is approved and directed by regional USPS director.
 - a. Builder must use the standard CBU protocol established by Declarant. No individual mailboxes are permitted on lots.
 - b. Declarant reserves the right to change or modify the CBU protocol at any time.
 - c. CBUs may be located on property lines between lots.
 - d. CBUs will be installed on concrete pad sites between sidewalks and curbs by Declarant. Refer to **Exhibit B for Mailbox Design**.
3. Satellite Dishes and Antennae. No satellite dishes, antennas or similar devices designed for transmission or reception of radio, television or other broadcasts of any kind are permitted on any lot without prior approval, except that the following "**Permitted Devices**" may be installed on a lot without application or prior approval, provided they are installed in strict compliance with this section:
 - antennae or satellite dishes that are one meter or less in diameter and designed to receive direct broadcast satellite services, including direct-to-home satellite services, or to receive or transmit fixed wireless signals via satellite;
 - antennae which are one meter or less in diameter or diagonal measurement and designed to receive video programming services via multi-point distribution services, including multichannel, multipoint distribution services, instructional television fixed services, and local multipoint distribution services, or to transmit fixed wireless signals other than via satellite; or
 - antennae or satellite dishes designed to receive television broadcast signals.

Owners are encouraged, but not required, to submit to the Reviewer plans identifying the type of device and proposed location and screening prior to installation and obtain confirmation of compliance with this section in order to avoid issues with potential non-compliance.

a. Location

A Permitted Device may be installed solely on the owner's lot and shall not encroach upon any street, Common Area, or any other owner's lot.

A Permitted Device shall be installed in that location on the lot from which an acceptable quality signal can be obtained which is least visible from the street, from other lots, and from public view. In order of preference, the locations considered to be least visible are:

- In the back yard, on the ground (or elevated no higher than 12 feet off of the ground if necessary to obtain an acceptable quality signal), and screened from view of adjacent lots and the street; then
- In the side yard, on the ground (or elevated no higher than 12 feet off of the ground if necessary to obtain an acceptable quality signal), and screened from view of adjacent lots and the street; then
- Attached to the back of the house, with no part of the Permitted Device any higher than the lowest point of the roofline and screened from view of adjacent lots and the street; then
- Attached to the side of the house, with no part of the Permitted Device any higher than the lowest point of the roofline and screened from view of adjacent lots and the street.

b. Mast Installation

Mast height may be no higher than absolutely necessary to receive an acceptable quality signal. For safety reasons, the location of any mast that must extend more than 12 feet above the ground is subject to application and prior approval of the Reviewer. Any such application must include a detailed description of the structure and anchorage of the antenna and the mast. If this installation will pose a safety hazard to residents of adjacent properties, then the Association may prohibit such installation. The notice of rejection shall specify these safety risks.

Masts must be installed by a licensed and insured contractor.

Masts must be painted the appropriate color to match their surroundings.

In order to minimize hazards to persons and property if the mast were to fall during a storm or from other causes, masts shall not be installed nearer to the lot line than the total height of the mast and antenna and any structure on which it is mounted.

1.3 Sidewalks and Lead Walks.

All public sidewalks located along the perimeter of the platted lot shall be constructed by the Builder at Builder's sole cost and expense.

1. All sidewalks and lead walks must be a minimum of 3,000 PSI concrete with #3 rebar on a sixteen-inch (16") grid pattern.
2. All sidewalks and lead walks must be a minimum of four inch (4") thick concrete.
3. All sidewalks must have a medium broom finish.
4. All public sidewalks are required to be a minimum of five feet (5') in width.
5. All sidewalks must be the minimum grade of 1/4 inch per foot sloping towards the top of curb. Any previously installed utility structures (i.e. valves, manholes) must be adjusted to match finished grade.
6. The Builder shall install sidewalks within the street ROW abutting the lot. Sidewalks must be located five feet (5') from the back of curb for a typical street section which is a twenty-eight-foot (28') street pavement width in a fifty-foot (50') right-of-way, and six feet (6') from the back of the curb on a sixty-foot (60') right-of-way. For locations other than a typical street section, refer to the location as shown on the civil construction plans for a specific area. Please refer to **Exhibit C – Sidewalks and Lead Walks** for sidewalk finish detail.
7. All Lead Walks shall be a minimum of four feet (4') wide and no greater than five feet (5') wide. Any steps will be a minimum of four feet (4') wide by one foot (1') deep by six and one quarter inches (6 1/4") in height. Please refer to **Exhibit C – Sidewalks and Lead walks** for Sidewalk locations.
8. All Lead Walks, unless tying into driveway, shall extend to the front public sidewalk or the driveway. If the lead walk extends to the driveway then the Builder must provide a minimum three-foot (3') deep landscape bed between the front of the home and the lead walk. If the lead walk extends to the street, the walk shall be curvilinear and extend all the way to the back of the curb. Please refer to **Exhibit C – Sidewalks and Lead Walks** for Lead walk locations.
9. All Lead Walks shall connect to the front side (street facing side) of the front door landing. Lead Walks shall not connect to the sides of the front door landing.
10. Lead Walks shall match the design, style, and finish of the driveway.
11. Any sidewalks damaged by a Builder shall be repaired at the Builder's sole expense prior to closing any home adjacent to the damaged sidewalk. All sidewalks adjacent to a home must be in good condition prior to closing any home.
12. Oversized Sidewalks –
 1. As part of the Waterscape Master trail plan (**Exhibit K**) some lots border the planned route and are required to be oversized. Builder shall install extra wide sidewalks are required on the Phase 2A sections of Huffines Blvd. The side yard sidewalks are required to be constructed 8 foot wide.
 2. The Waterscape master trail plan is designed with pedestrian midblock cut throughs that sometimes fall between lots. These open spaces are designed to foster pedestrian access. Builder is required to tie in their respective front sidewalks exactly half the width of these midblock cut throughs. Identified Lot and block: (A33,67,68), (E12,13,24,25), (J19,20,35), (K22,23,42), (V14,15,59,60,33,50,51,33,34), (R19,18,24,25,33,32,11,10), (X6,7).

3. The oversized sidewalks listed by lot & blocks (also identified in **Exhibit K**): (U1), (R1,42) (V42,43,72,1), (W1,20), (A49).
4. All the above enumerated (sec. 1.3, 1 - 6) construction specifications also apply to the called out oversized sidewalks. See **Exhibit K** for the oversized and cut-through layouts.

1.4 Retaining Walls

All retaining walls not installed by Declarant shall be constructed by the Builder at the Builder's sole cost and shall meet the following requirements:

1. All retaining walls shall be constructed using milsap stone or community stone, laid in a pattern consistent with the community.
2. Sleeves shall be installed with a minimum twenty-four-inch (24") depth from top of cap on wall at six feet (6') on center.
3. Walls over four feet (4') in height shall be engineered and sealed by a licensed professional engineer.
4. All retaining walls shall be located so that the wall is located fully on the high-side lot to which it is supporting and have the front toe of the wall placed immediately adjacent to the lot line, if possible.
5. Retaining walls must be three feet (3') from any sidewalk, alley, curb, or street pavement. A minimum setback of one-foot (1') may be approved by the Reviewer wherever physical conditions cause an inability to achieve a three-foot (3') setback.
6. On corner lots, retaining walls located along side lot lines must terminate a minimum of five feet (5') from the back of any front yard sidewalk.
7. If a lot has been cut in order to establish a building pad for the structure, the Builder will provide a retaining wall if the amount (depth) of the cut needed to construct the home does not allow a proper slope of 4:1 to be established.
8. Builder shall install a retaining wall, if needed, to facilitate proper lot drainage after a home has been built on the lot.
9. Builder shall install a retaining wall, if needed to protect existing trees, creeks, ponds or wetlands.

Fences, columns and retaining wall maintenance and replacement is the obligation of the individual property owner. Any damage will be required to be immediately repaired at the sole expense of the party responsible for the damage or the landowner, if responsible party is not identified.

1.5 Miscellaneous Walls

1. Walls, located within courtyards attached to a home, should be constructed of materials to match and/or be compatible with the building exterior colors and materials.
2. Flower bed walls or borders, when visible from the street and located within a residential lot, shall not be higher than thirty inches (30"). If additional height is needed, walls shall be terraced

with a minimum four foot (4') wide landscape bed as measured from the front face of wall to rear face of wall.

3. Stone Retaining/Planter Walls are encouraged to be constructed to help break up the facade of the building and help relate the house design to the site. Stone shall match the stone on the home.

1.6 Lot Grading and Drainage

1. Engineering Guidelines. Drainage must strictly conform to the Civil Engineer As-Built Grading and Drainage Plans, City Ordinances, Army Corps of Engineers (COE) Plans and any other applicable government authority. Deviations from the As-Built Grading Plan (as designed by the Engineer of Record on the Record Drawings for the community) will not be allowed. All drainage and grading, including existing and proposed grades and proposed finished floor elevation, must be indicated on the Plot Plan and be designed to conform to the Drainage Plan. The proper drainage of the lot is ultimately the responsibility of the Builder and Homeowner, and must conform to the As-Built Grading and Drainage Plans, as well as any other governing authorities having jurisdiction on such matters. Declarant will only review the site plan for general conformance of the planned grading to the Drainage Plan. To resolve conflicts or errors in the Drainage Plan, the Builder or Homeowner may request, in writing, a review of each issue by the civil engineer. Builders are responsible for confirming drainage is still in accordance with the Drainage Plan upon completion of home construction and installation of landscaping on a lot.
2. Retaining Walls. Please reference **Section 1.4 – Retaining Walls** for design criteria for retaining walls, and **Section 2.3 - Materials and Colors** for retaining walls.
3. Drainage Swales. Drainage swales are needed to facilitate proper lot drainage in accordance with the required Drainage Plan or as required by the natural grade as shown on the topographic maps. These swales should be constructed in such a manner as to:
 - a. Be maintainable by the Homeowner, with no side slope steeper than 3:1.
 - b. Be able to carry the anticipated amount of storm water runoff.
 - c. Minimize erosion problems within the swale itself. This may be accomplished by sodding all swales.
 - d. Builder shall re-establish the drainage swales after installation of the home's foundation and promptly backfill and compact.
 - e. Any re-location of these swales is determined by the Builder/superintendent in charge of each home. Swales shown on Engineered Grading Plans must be adhered to, as closely as possible and Builder is responsible for re-establishing a minimum 1% grade on all swale flowlines. Generally, swales are placed at or near the property lines, to meet the given drainage requirements.
 - f. If possible, swales through the center of rear yards should be avoided in anticipation of future improvements such as pools, decks or spas which could potentially block a drainage swale located in these areas. The minimum grade allowed for grass swales is one percent (1%). Lesser slopes may be considered for concrete or stone-lined swales.
 - g. French drainage systems in side-yard swales may outlet through the curb with a three inch (3") circular concrete core.

4. Gutter Downspout Drainage. Downspouts must flow into the center of the swales and/or flow to the streets or alleys and should extend beyond the foundation at least three feet (3') or to the center of the swale (if required per home warranty requirements). Placing the three-foot (3') extension of the downspout away from the foundation to the swale under the finished ground is permissible providing the opening freely drains into the swale. It is the Builder's responsibility to deliver the lot to the Homeowner with the drainage swales fully and completely established and in excellent working condition. If the three-foot (3') extension is not required per home warranty, a splash block or similar installation shall be installed that will reduce the velocity of the water coming out of the downspout in order to mitigate any erosion of the area around the foundation.
5. Side Slopes for Single-Family Lots. The maximum percentage of a slope allowed is:1. This means for every four feet (4') of horizontal distance, a maximum one-foot (1') rise/fall vertically is allowed. Any slope steeper than :1 should be retained with a wall. Builder may be directed to utilize up to an eighteen inch (18") drop slab/brick ledge along the edge of the foundation in combination with a 4:1 side yard slope to avoid the need for a retaining wall. Any slope approaching a :1 slope will be sodded to reduce the possibility of erosion (applicable to Drainage Swales).

1.7 Outbuildings

All garden sheds and outside storage buildings must be indicated on the site plan submission and approved by the Reviewer. Appropriate elevations and details necessary to illustrate the design must be submitted. The Reviewer may consider visibility of the structure, impact on neighboring lots and streets and quality of materials, finish and color when reviewing submissions. **No metal, plastic or fiberglass storage sheds shall be allowed. Sheds less than or equal to six feet (6') in height and pre-manufactured may be considered by the Reviewer.**

1.8 Utilities, Mechanical and Pool Equipment

All private, surface mounted mechanical equipment, transformers, air conditioners, condensers, compressors, pool equipment, electric meters, switches, etc. shall be placed behind the side-yard fence and screened from the street. (Refer to **Section 2.14** for Fencing, Walls, and Screening). All visible utilities not screened by fence must have landscape screening with evergreen shrubs. All front visible home foundations are to be screened with landscape.

1.9 Trash Containers

1. If requested by buyer during construction, builder will provide one pad of sufficient size located behind the side yard fence for the placement of the trash collection containers.
2. Homeowners shall follow the same Guideline above for trash containers.

1.10 Typical Setback Minimums (unless shown differently on the recorded Final Plat)

Front Facing Garages. Lot Standards are as follows:

- 20' Front Yard
- 20' Rear Yard
- 15' Front Yard Porch (provided front porch is a min. of eight-feet (8') deep x five-feet (5') wide)

- 20' Garage Face to Street ROW
- 5' Side Yard
- 10' Corner Lot Side Yard
- 20' Corner ("Key Lot") Side Yard, where the side yard lines up with the front yard of an adjacent lot

1.11 Garage Setbacks

Garage setbacks must be twenty feet (20') from street right-of-way for a standard front entry lot. If a lot has a third (3rd) car garage, the third (3rd) garage must be set back a minimum of twenty-one feet (21') from the street right-of-way.

1.12 Pools

Pools are restricted to the following types of construction: Gunite, Poured Concrete, Fiberglass Shell and Hybrid Fiberglass. No above ground pools (as defined by State Guidelines) will be allowed. Pools, pool decking, fencing, related equipment and structures should be designed to integrate with the natural topography of the site. Backwash must be directed to the street. Backwash onto neighboring properties will not be allowed. **Pool Plans must have Reviewer approval prior to construction.**

1.13 Consolidated Lots

With the approval of Declarant, any owner of one or more adjoining sites (or portions thereof) may consolidate such sites or portions into one single family residence building site with the privilege of placing or constructing improvements on such resulting site, in which case setback lines shall be measured from the resulting side property lines rather than from the site lines as indicated on the recorded plat. The greatest depth of Front Yard Setback must be used.

1.14 Texas Commission on Environmental Quality ("TCEQ" - EPA requirements in Texas)

Builder shall file a Notice of Intent ("NOI") to the TCEQ immediately upon purchasing the lots and follow all rules pertaining to erosion control. Builder is responsible for erosion control maintenance and repair until yards are sodded and established. Builder is responsible for cleanup of failed erosion control devices, including, but not limited to, street sweeping. Upon sale of each home, a Notice of Termination ("NOT") shall be filed immediately. The erosion control installation and maintenance of an inlet located in front of a lot, whether that lot has been purchased or a certificate of occupancy issued, is the responsibility of the home builder whom is assigned the lot in their contract and shall remain their responsibility until the drainage area for the inlet is 90% stabilized per TCEQ requirements.

2.0 ARCHITECTURAL DESIGN

2.1 **General Design and Configuration**

1. Builder shall build at least one fully furnished model home per product line.
2. Builder shall submit all proposed home plans to Declarant for review and approval prior to starting construction on any Lot.
3. All homes except for garages shall have a minimum plate height of an eight-foot (8') first floor interior ceiling. For one-story homes, a minimum eight-foot (8') plate line is acceptable.
4. Master home plans may be approved for construction within the community.
5. Once Declarant has approved a Master set of home plans and specifications submitted by Builder for a house to be constructed on a Lot, Builder may use such plans and specifications for other homes it will construct in the Property. Refer to **Exhibit D – Architectural Design** for building layout.

2.2 **Materials and Colors**

1. Masonry Requirements. Builders may reduce or eliminate masonry requirement if the home elevation is of a style or theme that makes masonry inappropriate, such as a Cape Cod or a Craftsman. Declarant, in its sole judgment, shall determine if the reduction is warranted. Masonry is defined as Brick, Stone and Stucco. (Stucco Board, Shake Shingle and Hardiplank are not considered masonry). Painted Brick is permitted; color must be submitted and approved prior to installation. Slurry/Messy Mortar is prohibited without Declarant prior approval. No Queen size or undersized bricks are permitted on the exterior of the home. Painted, glazed or reclaimed brick are permitted only with Declarant approval. Stone is limited to a select palette of colors and patterns. Stone left with a natural patina is permitted. Cultured Stone is permitted provided it matches the approved natural stone selections.
2. Repetition Requirements. No house with the same or substantially the same exterior colors shall be constructed on Lots directly across or adjacent from each other, at "T" intersections where homes are visible from each other, within a cul-de-sac, or back to back on corner Lots. An elevation is not considered the same if at least ten percent (10%) of the elevation is different. Refer to **Exhibit D – Architectural Design** for repetition requirements.
3. Interior Lots and Corner Lots. Masonry exceptions are permitted for areas over roofs (dormer or bay windows) or as prohibited by building code.
 - a. Traditional One-story and Two-story single-family homes must be one-hundred percent (100%) brick on the front of the home. All front elevation masonry material must extend/wrap a minimum of three feet (3') onto side elevations.
 - b. Traditional Two-story single-family homes must be a minimum of sixty-five percent (65%) masonry overall.
 - c. The front face of homes must comprise of twenty-five percent (25%) openings, which may include entry door, garage door, dormers, and windows.
 - d. On corner lots, the side of the home facing the adjacent street must comprise of a minimum of three (3) separate openings, which may include doors, windows, or other approved architectural features to break up a solid brick wall.
 - e. Front elevation elements must be "wrapped" around the home, and along the side elevation, adjacent to the street.
 - f. Note: Lots are considered corner lots if predominately bordered on two sides by any public street (whether or not those two streets intersect).

- g. Masonry material must extend a minimum of three feet (3') from the front facade along adjoining side elevations of both one story and two-story homes. On all corner lots the side fronting any public street must wrap all the way to the fence.
- h. All wood columns and shutters must be either stained or painted to match the trim.
- i. Wood accents must be painted, stained or treated. Stained wood must be sealed.
- j. Traditional homes on lots backing or siding to and all other collector streets sixty feet (60') in width, schools, or parks must either be one-hundred percent (100%) brick on side or rear, except where prohibited by code.
- k. Only Hardiplank siding, cementitious, engineered wood, fiberboard, stucco or equal siding will be allowed where brick is not required. For traditional homes, all gables facing a street (whether on the front of a home or on the side of a home on a corner lot) must be one-hundred percent (100%) masonry, cementitious, engineered wood, fiberboard or Cedar Shake as an accent.
- l. All trim and paint colors will have Declarant approval before installation to calculate brick requirements excluding doors, gabled windows, porches and any areas above the roof line which will not support brick.

4. Inappropriate Materials

Inappropriate use of materials and colors will not be allowed. Examples of such inappropriate exterior materials are concrete, plastic or simulated flowers, simulated brick materials, concrete bricks (unless approved by Declarant prior to installation), plastic, and particle board siding materials or simulated stone, unless approved by Declarant. Declarant has deemed the use of the following materials for predominant exterior finishes as incompatible with the design objectives.

- a. Sheet Metal Siding
- b. Painted Concrete, other than foundation
- c. Mirrored Glass
- d. Ceramic Tile
- e. Brightly Colored Masonry
- f. Clear or Gold Anodized Aluminum Windows
- g. Certain types of Artificial Stone
- h. Ferro-Cement Siding
- i. Exposed Cinder Block
- j. Concrete brick (any brick with surface applied, non-integral, color)
- k. Vinyl or aluminum siding, except on soffits, porch and balcony ceilings
- l. Log siding
- m. Synthetic siding
- n. Certain types of brick with non-integral colors

Limiting the number of finish materials and avoiding contrived combinations is required. **Front facades on two-story homes shall be of limited materials (all brick, all siding, etc.) except where a change of material is required for structural reasons or architectural styling.**

2.3 **Home (Building) Sizes**

Home size limitations are generally as follows:

- a. 50' lots shall have a minimum home size of one thousand four hundred square feet (1,400 sf)

- b. 60⁺ lots shall have a minimum home size of one thousand five hundred and fifty square feet (1,550 sf).

2.4 Roof Construction and Materials

1. A minimum of 6:12 slope roof pitch is set as a minimum standard. Porch roofs or accent roofs on a two-story home may be 4:12. However, no flat roofs are allowed as a major structural element.
2. Minimum twenty-five (25) year warranty for composition shingle is required. Proposed shingle types, styles and colors must be included in the proposed plans submitted for approval.
3. Weathered Wood or Owens Corning Driftwood colors are acceptable.
4. Metal roofs for porches, dormers or eyebrow arches are acceptable.
5. No metal fascia or soffits are permitted.
6. Metal or clay accent roof colors are discouraged.
7. Porches on a two-story home may be 4:12. However, no flat roofs are allowed as a major structural element.
8. Frieze molding shall be a minimum of four-inches (4"); but six inches (6") is preferred.
9. Acceptable materials and colors are as follows:
 - a. Slate left natural.
 - b. Copper left to weather to a natural patina.
 - c. Asphalt shingles with thickness to appear as cedar shakes or slate (as described above).
 - d. Other materials as specifically approved in writing by the Reviewer.

2.5 Roof Accessories

1. Stacks and Vents. Plumbing stacks and roof vents must be painted to match roofing colors and be installed vertically and as inconspicuously as possible. Stacks and vents are not to be located on front slopes of the home, wherever possible. Ridge vents are permitted and encouraged.
2. Flashing, Gutters and Downspouts.
 - a. Exposed flashing and downspouts must be painted to blend with the adjacent materials.
 - b. No unpainted attachment straps will be allowed.
 - c. Step flashing should be consistently applied with even steps of ninety (90) degrees.
 - d. Straight line counter flashing matching the slope of the roof is recommended.
 - e. All flashing should be painted to blend with adjacent materials, not white or black.
 - f. Gutters or twelve-inch (12") soffits are required as per FHA/VA Guidelines.
 - g. Downspouts or roof drainage which will ultimately create erosion or run across pedestrian walks, is not permitted.
 - h. Gutters must be installed per FHA/VA Guidelines.
 - i. Gutters will be a metal seamless gutter system.
3. Chimneys.
 - a. All chimneys must meet Industry Safety Guidelines.
 - b. All prefabricated fireplace units must have an architectural metal terminus cap with the cap inconspicuously painted. The terminal cap must be an articulated and designed element.
 - c. Spark arrestors are mandatory. They shall be constructed of stainless steel, aluminum, copper or brass with woven galvanized, wire mesh and conform to adopted Uniform Fire Code specifications.

- d. Chimneys located on the exterior of the home shall be constructed completely to the ground with a foundation so as not to appear cantilevered from the building.
 - e. Chimneys must be integrated with the building architecture and match exterior materials.
 - f. Chimneys located on the exterior front or side walls of the home must be Masonry (brick, stone, cultured stone, stucco to match the architecture of the home) or direct vent.
 - g. Roof chimneys located on an interior wall or the rear exterior wall of the home may be Hardiplank or direct vent.
 - h. Chimneys may not be clad with Hardiplank, unless the home is 100% Hardiplank, but Stucco, cementitious, engineered wood, fiberboard may be used as an acceptable cladding material.
4. Skylights.
- a. Skylights installed on exposed, sloped roofs are required to be flat.
 - b. Bubble or pyramidal skylights will be considered on concealed small flat roofs or roof areas hidden from general view.
 - c. No skylights will be permitted on front slopes of pitched roofs.
 - d. Skylight panels should be of a smoke or bronze color, not white.
5. Solar Appurtenances.
- a. Solar design should be considered in the early design stages.
 - b. Any solar installations shall be installed to give the appearance of a skylight, and installed with a finished trim material or curb, and located so as not to be visible from the street.
 - c. Active solar appurtenances shall be non-reflective and integrated with the building architecture.
 - d. Note: Refer to Section 2.16 Solar Energy Devices for additional specifications and requirements.

2.6 Garages and Driveways

For all homes, garages shall accommodate at least two (2) cars. Any third car garage must have a minimum setback of one foot (1') from main garage bays. For homes with garages facing a public street or alley, the following shall apply:

1. All garage doors shall be compatible with the exterior design of the homes. All lots shall be required to have a garage door design which incorporates character into the streetscape. Garage doors may include windows with grid pattern, be of a contrasting color and integrate an embossed wood grain texture. If hardware is incorporated, it shall be the large or extra-large size. The Overhead Door Carriage Collection or approved equal is the minimum required. Reference the following website: (<https://www.overheaddoor.com/carriage-house-garage-doors#tabs-4>)
2. The minimum interior dimensions of all garages shall be eighteen feet (18') x twenty feet (20').
3. All front-entry driveways must be a minimum of twenty feet (20') in length from the front property line (right-of-way) to the garage, unless utilizing a "J-swing" garage. Rear entry driveways must be a minimum of twenty feet (20') in length from alley right-of-way to the face of the garage.
4. Two car garage's driveway shall be a minimum eighteen feet (18') width at property line.
5. Three car garage's driveway shall be a maximum of twenty feet (20') width at property line.
6. All driveways are recommended to be salt finished or better.
7. All front entry garage driveways may be hand seeded aggregate, exposed aggregate concrete, brick, broom finish, salt finish, stained concrete borders, stone or stained with a pattern except for the portion of the driveway located within the public right-of-way.
8. Lead walks shall match the design, style, and finish of the driveway.

9. Builder shall construct driveways without altering drainage swales.
10. Driveway aprons shall be a minimum of 3,000 PSI concrete with #3 rebar on a sixteen-inch (16") grid pattern. All driveways shall be a minimum of four inch (4") thick concrete. Driveway aprons must be inspected by the Inspector prior to pouring.
11. Builder may utilize the five-foot (5') Side Yard Setback for a portion of the driveway installation, provided that side yard drainage is not impeded.
12. Minimum Driveway setback from the side property line is to be no less than three feet (3') for side entry garage bays.
13. Driveways must have a horizontal curb cut for the driveway connection to the street. Excavation of the driveway within the street right-of-way shall not be made prior to 24 hours before the pouring of the driveway.

2.7 Windows and Doors

1. Each residential side façade facing a public street or open space shall contain a minimum of three (3) windows or doors. Zero lot line homes are exempt from this requirement.
2. All front doors should be compatible with the exterior design of the house and shall be a minimum of three feet (3') wide by six foot, eight inches (6'-8") in height.
3. All windows shall be a minimum single, fixed, or double hung vinyl or wood double pane windows.
4. Careful attention should be given to the proportion, form and detail of all windows.
5. Each residential front façade shall contain a minimum twenty-five percent (25%) windows and doors.
6. Pop-outs, reveals, insets, overhangs, screening devices, roll-lock in brick, condition and trim should define all window and door openings. Consistency of detailing of openings and trim treatment will be considered as part of the review process.
7. Windows should be clear, low "E" thermo pane glass. Tinted glass of bronze, grey or smoke colors may be acceptable in some cases. No reflective glass or reflective tinting may be used. The Reviewer may request changes to the exterior elevations to achieve consistency of detailing and expression.
8. Mullions may be eliminated from windows with Reviewer approval.
9. When possible, it is strongly encouraged for dormers to provide natural light into the home's interior. Dormer and, or Fixed windows are to be a double pane window with clear glass on the front window pane and an obscure glass on the back of the window pane, when used in the attic.
10. When visible from any street or open space, storm shutters may be installed over openings.
11. Awnings or shading devices are permitted only if they complement and enhance the general design.
12. Shutters (faux or working) must be of sufficient size to enclose the entire window to which it is adjacent.
13. Sliding glass or French doors must open onto a usable, exterior deck, patio or balcony.
14. Window and porch screening must be a white, bronze or charcoal. Mill finish or brightly anodized aluminum will not be allowed.
15. Entry areas should receive emphasis with an accent on porches, courts, walkways and use of quality door materials.
16. The front door shall be a raised panel door, a solid wood door or a leaded glass door.

2.8 Address Plaques

Traditional home address plaques are required to be cast stone including logo and a minimum of eleven inches (11") x eight and one-half inches (8.5"). On hardiplank homes, a bronze address plaque is acceptable. On brick homes, a cast stone address plaque is required. All Address plaques are to be located on the front of the home. Front entry lights at the address plaque are required (up lights being considered acceptable). Refer to **Exhibit E – Address Plaques** for details. Landscaping shall not be placed where the address plaque is not or will not be visible from street view at full-growth of landscaping.

2.9 Balconies

Front and rear elevation balconies are encouraged.

2.10 House Foundation Stem Walls

Faced stem wall construction is required for conditions where the finished floor is two (2') feet or more above natural grade of the lot. Stem walls or small foundation walls poured in conjunction with a flat slab to create a level building pad will occur on a number of lots. Wall design must be taken into consideration in the building elevation. All stem walls over two feet (2') tall are to be faced with a material approved by the Reviewer.

2.11 Landscape Design – Refer to Exhibit G for Landscape Plantings

All landscaping and irrigation required by the approved plans for a lot shall be installed by Builder prior to home closing, except that the Builder may request a delay for tree installation during the months of June, July, August and September.

1. Lawns. All visible yards, including front yard to the side yard fence, the area between the fence and alley in the rear yard, and side yards to the curb on corner lots, must be sodded only with Bermuda unless otherwise approved by the Reviewer. Builder may request a variance to use St. Augustine, Centipede or Zoysia grass, though edging may be required on a new home installation, if adjacent Homeowners are not existing yet to provide their approval/concurrence. Rear yards must be sodded with Bermuda unless otherwise approved by the Reviewer. Builder may request a variance to use St. Augustine, Centipede or Zoysia grass.

2. Shrubs.

a. 50' lots shall have a minimum landscape consisting of:

Two (2) six-foot (6') shrubs, fourteen (14) three-gallon shrubs, and ten (10) one-gallon shrubs planted in the front yard of the lot.

b. 60' lots shall have a minimum landscape consisting of:

Three (3) ten (10) gallon shrubs, fourteen (14) five-gallon shrubs, and twelve (12) one-gallon shrubs planted in the front yard of the lot.

c. Interior Lots

All plant material is to be planted along the front elevation of the home and wrap a minimum depth of one foot (1') around the side of the home, allowing one (1) to two (2) shrubs as needed.

d. Corner Lots - In addition to the requirements for the interior lots above, all corner lots shall continue landscaping shrubs on the side of the house facing corner side right-of-way.

1. The following is a list of the Recommended Shrubs for use within the Community:

<u>Common Name</u>	<u>Colors</u>	<u>Plant Name</u>
• Loropetalum -	Petite Delight	(Loropetalum Chinensis)
• Indian Hawthorn -	Clara / Snow White	(Raphiolepis indica)
• 'Knock Out' Rose		(Rosa 'Knock Out')
• Carissa Holly		(Ilex cornuta)
• Dwarf Yaupon Holly -	Nana	(Ilex vomitoria)
• Abelia - Rose Creek		(Abelia x grandiflora)
• Prostrate Rosemary		(Rosmarinus officinalis 'Hardy')
• Texas Sage -	Green Cloud	(Leucophyllum frutescens)
• Bar Harbor Juniper		(Juniperus horizontalis)

3. Trees.

a. In front of each 50' lot:

1. One (1) three inch (3") minimum caliper shade tree shall be planted within the street right-of-way.
2. In addition, corner lots must also have two (2) three-inch (3") minimum caliper shade trees planted along the side of the home within the street right-of-way, with trees being planted no closer than thirty-five feet (35') from any stop sign.
3. However, corner lots will have their front shade tree placed in the front yard of the lot, outside of the street right-of-way to avoid interference with existing or future stop signs.

b. In front of each 60' lot:

1. Two (2) four inch (4") minimum caliper shade trees are required; one to be planted within the street right-of-way and one in the front yard.
 - i. Corners lots will require one (1) four inch (4") minimum caliper shade tree to be planted within the front street right-of-way, except for corner lots in which a stop sign exists, and three (3) four inch (4") minimum caliper shade trees to be planted with thirty-five feet (35') spacing along the side of the lot, within the street right-of-way.
 - ii. If a stop sign exists within the right-of-way along the side of the lot, the one tree closest to the stop sign may be relocated as a yard tree to the front yard.
2. Tree caliper is measured six inches (6") from the base of the tree at natural ground.
3. Yard tree must be planted in the "front yard" portion between the front elevation and R.O.W., not on the garage side of the yard.
4. No trees shall be planted within thirty-five feet (35') of a corner curb return at street intersection, so as not to obstruct a future stop sign or street light.

c. Refer to **Exhibit H – Street Tree Plan** for Street Tree Placement.

- **Approved Shade Street Trees:** Cedar Elm, Chinese Pastiche, Live Oak, Red Oak, Chinquapin Oak, Texas Ash, Pondy Cypress, Montezuma Bald Cypress (no knees), Bald Cypress, and American & Mexican Sycamore.

d. If additional trees are desired, allowed ornamental and small canopy trees are as follows:

- Aristocrat Pear
- Bradford Pear
- Tuscarora Crape Myrtle
- Dogwood, Cherokee Chief (Ruby)
- Dogwood, Cloud 9 (White)
- Dogwood, Rough leaf
- Dogwood, Stiff Cornel
- Japanese Maple
- Natchez Crape Myrtle
- Royal Purple Smoke tree
- Redbud (all varieties)
- Savannah Holly (tree shape)

- Dogwood, Spring song (Rose red)
- Peach Trees (all types)
- Yaupon Holly Tree

Note: Ornamental and Small Canopy Trees are not allowed to be substitutions for required shade and canopy trees.

- e. Special street planting – In an effort to maintain a unified street scape, particular trees are required to be installed on called out streets.
 1. All street trees planted along **Huffines Blvd** are required to be of the Bald Cypress and Montezuma Cypress variety listed above.
 2. All Shade trees planted along **Red River Road** and **Estuary Drive** are require to be Mexican Sycamores or American Sycamores.
 3. All Shade Trees planted along **Brookside Drive** are required to be Red Oaks.
 4. Refer to **exhibit H** for street layouts.

DECLARANT RESERVES THE RIGHT TO REJECT ANY TREE!

2.12 Irrigation Design

All lots shall have automatic irrigation systems installed for all visible front and corner side landscaping and sod. *Sprinkler systems for the rear yards are strongly encouraged*; All irrigation systems must be of an underground automatic type with pumps and controllers located in the garage. All automatic irrigation systems are required to have head-to-head coverage or closer. All irrigation systems shall have Municipality approved backflow preventer device. "Pop-up" spray and rotary heads are encouraged for turf areas; drip irrigation is encouraged for bed areas. Where exposed pipe extensions are necessary, they should be either copper or a dark color.

Irrigation heads should be placed to prevent spraying onto paved areas, amenities or into community buffer areas. Drip irrigation is the preferred method to minimize overspray. Heads should be placed adjacent to the curb and spray into yard whenever possible. Drip irrigation is required for all tree wells and around the home's foundation.

Valve Boxes and lids will match the adjacent surface color. Tan or brown valve boxes for rock and mulch areas and green boxes for turf areas. No creek or lake water withdrawals for Homeowner irrigation purposes are approved.

2.13 Fencing, Walls and Screening

1. **Privacy Fences.** Privacy fencing is required on all lots. Fences must be a minimum of six feet (6') tall, unless otherwise approved in writing by the Reviewer. All fence posts must be steel. All adjacent fencing must be the same height.
 - a. Fences shall be constructed of a minimum pre-stained western red cedar or Douglas fir bor-car pressure treated wood. At a minimum, fence shall be board on board with base board and cap rail detailing, when visible or adjacent to any right-of-way. Side yard fencing, between lots, may be butt to butt with base board and cap rail. Fences must step-down/up to account for topographic changes, when applicable.
 - b. Pre-stained is allowed if the fence is pre-stained with **Ready Seal® Medium Brown** or pressure treated color or approved equal, and is approved prior to installation, by Developer.
 - c. Fence shall be secured to the steel post by a metal "U" bracket on every rail.
 - d. A six-foot (6') fence will have three (3) rails per section.
 - e. All fence slats will be secured by two (2) aluminum ring shank nails per rail.
 - f. Fence posts must be set a minimum of two-feet (2') below finished ground or top of retaining wall.

- g. All fences shall be constructed with the finished side facing out when visible from the street. No fence posts shall be visible from any street, alley or open space within the community of the home being constructed. First builder to complete a home must finish exposed fence to be finished side out.
 - h. Front sections of fences shall tie into the house no less than three feet (3') and no more than ten feet (10') from the front corner of the house, dependent on window/door locations. The offset of fence tie in location between homes shall not be more than three feet (3'). Air conditioning units ("A/C") must be located behind the fence and obstructed from view from the right-of-way.
 - i. Homeowners will need to reapply stain, when the fence is visibly worn or faded. To reduce discoloration of existing fences, use a pressure washer with bleach and seal.
 - j. Corner lot and side yard fences shall be set fifteen feet (15') from the back of the curb. Refer to **Exhibit I – Fencing, Walls and Screening** for Corner Lot fencing detail.
 - k. Key lot corner side fences shall be set at the rear corner of the home or in alignment with the front set back of the home located its rear property line, whichever provides the closest distance to the street. Refer to **Exhibit I – Fencing, Walls and Screening** for key lot fencing detail.
 - l. Air conditioning units ("A/C") on corner lots must be placed within the internal side yard and shall not be placed on the street facing side of the lot.
 - m. If a lot backs up to a mid-block trail cut through, then it recommended that a rear yard gate be installed with a locking mechanism.
2. **Fencing Requirements for Interior Lots:**
ALL fences (side yard, and rear yard fences) which are visible from a street are required to be finished side out (meaning no fence posts visible), three (3) rail, with a two-inch (2") x eight-inch (8") cap, four-inch (4") trim board at the top, and six-inch (6") mow board at the bottom outside of the fence, steel posts, and stained. Refer to **Exhibit I – Fencing, Walls and Screening** for fencing requirements for interior lots.
3. **Fencing Requirements for Exterior Lots** (adjacent to public ROW or Open Space):
ALL fences (corner lot, side yard, and rear yard fences) which are visible from a street or alley are required to be "good side out" (meaning no fence posts visible); utilizing Board-on-Board Upgraded, three (3) rail, with a two-inch (2") x eight-inch (8") cap, four-inch (4") trim board at the top, and six-inch (6") mow board at the bottom, steel posts, and stained. Refer to **Exhibit I – Fencing, Walls and Screening** for fencing requirements for exterior lots.
4. **Alley Lots (if applicable):**
Fences in the alleyway and adjacent to a driveway must be offset by a minimum of one-foot (1.0') from the edge of the concrete.
5. **Common Area Fence Tie-Ins:**
When lots adjoin a common area fence, connection of side yard fences to the masonry columns of common area fences is encouraged when feasible, provided that the side yard fence is setback at least five feet (5') from the front line of the home. When such side yard fence connections are made, they should be connected to the center of the masonry column that is part of the common area fence.
6. **Special Fencing Requirements:**
Fencing visible along, a school, park, collector street (60' ROW), common area or amenity center are subject to the Special Fencing Requirements.

- a. All fences shall be constructed with No. 1 grade cedar or better, board-on-board, three (3) rail, with a two-inch (2") x eight-inch (8") cap, four-inch (4") trim board at the top, and six-inch (6") mow board at the bottom outside of the fence, steel posts, and stained.
- b. All fences shall be a minimum of six feet (6') tall and have three (3) rails per panel and all fence slats will be attached with two (2) aluminum ring shank nails per rail.
- c. Key Lots. On key lots, the side and back yard fence must be located no further from the street than the minimum building line of the home located at rear property line. Refer to **Exhibit I – Fencing, Walls and Screening** for fencing requirements for key lot fencing.

Fences, columns and retaining wall maintenance and replacement is the obligation of the individual property owner. Any damage will be required to be immediately repaired at the sole expense of the party responsible for the damage or the landowner, if responsible party is not identified.

2.14 Exterior Lighting

Light sources should be unobtrusive or concealed with all lights in shades of white (no colored lights). No spillover of light should occur on neighboring properties and lighting must be shielded to prevent glare. Tree up lights should be concealed underground or in shrub masses. Soffit mounted unshielded spotlights are unacceptable, except on the first floor in the rear of the home. Exterior floodlights are to be directed away from neighboring homes and yards. Dark Sky technology and procedures are to be utilized, whenever possible.

All decorative lights, front-entry garage lights and landscape lights should be consistent in style and finish with the period architecture of the home. No commercial or contemporary style lights shall be used.

The wattage of exterior building mounted lighting is limited to 150 watts maximum. No "barnyard" lights or sodium vapor light (yellow light source) are acceptable on the exterior of any residential lot. Spotlights and/or floodlights may not be mounted to the front elevation of the house (may be allowed if mounted discretely under the eave).

Coach lights are required on the front of each home, located near the entry door and/or address plaque.

2.15 Decks, Patios, Porches and Exterior Stairs

The design of outside living spaces shall be coordinated and integrated with the design of each home.

1. Decks and Patios. Decks and patios may be a broom finished concrete or other material (i.e. stained, patterned aggregate, simulated wood, wood deck, etc.).
 - a. Rear and side yard decks shall not unduly infringe on the privacy of neighboring homes.
 - b. Decks should be sensitively sited and incorporate private screening or plantings to increase full and effective use.
 - c. Decks shall be designed to minimize unsightly supporting structure.
2. Porches. Front porches are not required, but strongly encouraged. Front porch decks are required to be a material may be broom finished concrete (i.e. stained, patterned aggregate, simulated wood, wood deck, etc.).
 - a. Front porches shall be a minimum of eight feet (8') in depth and the width shall be at least five feet (5') in length when located on the front of the home.
 - b. Builder may request a variance of up to two foot (2') on the depth of the porch where a minimum twenty feet (20') Front Yard Setback exists.

- c. Any porch design which does not comply with these standards is allowed, but will not be treated as a porch, but considered part of the main structure of the house for purposes of these guidelines and setbacks.
 - d. Side yard porches must be a minimum of four-feet (4') x ten-feet (10').
 - e. All porches are to have banisters and rails, which must be "turned" to match the architecture.
3. Exterior Stairs and Entry Steps. Exterior stairs to upper level deck areas shall be integrated with the structure and shall be unobtrusive and painted or stained to blend with the house trim or exterior color finish of the home.

2.16 Solar Energy Devices

1. Solar energy panels may not be installed without prior written approval of the Reviewer and **must comply** with the following:
 - a. Where roof installation is contemplated, conform to the slope of the roof and the top edge of the Solar Energy Panel shall be parallel to the roof ridge;
 - b. The frames, support brackets, or any visible piping or wiring must be of a silver, bronze or black tone, whichever blends most effectively with the roof;
 - c. Panels must be of a color or finish which blends, to the greatest extent possible, with existing roof color;
 - d. Ground mounted system(s) shall be located in rear or side yards and screened from neighboring properties by fencing or landscaping; and
 - e. Electrical panels associated with solar energy installations on a home must be screened from street view with 5'- 6' approved landscaping or fencing, if not located behind an existing fence.
2. Personal Solar Energy Panels **will not** be allowed:
 - a. if adjudicated by a court to be in violation of any law;
 - b. within Common Areas;
 - c. anywhere but on roof or within a fenced-yard or patio;
 - d. if any panel, device or appurtenance extends beyond the roofline;
 - e. if any ground-mounted panels, devices or appurtenances are taller than the fence line;
 - f. if installation voids material warranties;
 - g. if panels, devices or appurtenances would "substantially interfere with the use and enjoyment of land by causing "unreasonable discomfort or annoyance to persons of ordinary sensibilities."
3. Installation. For the installation of Solar Energy Panels to be considered, the following must be submitted to the Reviewer:
 - a. A copy of the existing site plan showing the house and any accessory structures, significant vegetation, property lines and the proposed location of the Solar Energy Panels;
 - b. A drawing or photographs showing the proposed location of the Solar Energy Panels and description of any visible auxiliary equipment;
 - c. Catalog photographs or manufacturer's "cut sheets" of all components including dimensions, colors, materials, etc.;
 - d. A plan for proposed landscaping or screening for ground mounted Solar Energy Panels.
 - e. Solar Energy Panels installed by developer on common HOA property are exempt ACC approval.

4. Repairs. Panels, mounting devices, etc. must be repaired or replaced within one-hundred and ninety (90) days of date of damage. If the Solar Energy Panels are removed, the roof must be restored to its original condition within sixty (60) days of the date of removal.

2.17 Energy Efficient Design and Construction

All homes shall comply with all state and federal requirements for energy efficiency. All homes shall have "radiant barriers" installed in the roof system.

2.18 Architectural Design Assistance

The Declarant highly recommends each Builder retain the services of a qualified Architect or residential designer to assist in the design process. The knowledgeable designer has a familiarity with architectural design, materials and construction which may enhance the marketability and efficiency of the house design.

3.0 **SIGNAGE**

3.1 **Signage Program**

1. Declarant has or will be establishing a coordinated signage program. Refer to **Exhibit J – Signage Program** for street signs. The signage program may include directional signs and village signs identifying Builders and price range.
2. Three types of temporary signs are allowed: (1) Real Estate Sales signs, (2) Temporary Builder (Builder) signs, and (3) Temporary Model Home signs.
3. The following criteria is applicable to all temporary signs:
 - a. Each lot may have no more than one (1) real estate, Builder or model home sign.
 - b. Each sign shall be no more than five (5) square feet (thirty-inch (30”) x twenty-four inch (24”) is the standard size) to advertise only the sale of the premises upon which the sign is located. Model home signs are exempt from this size limitation. Please refer to **Section 3.4** for Model home signs size.
 - c. Each sign must be located on the lot it is advertising and not in any Common Area or on public property.
 - d. Signage will not be allowed in a street, off-site, on neighboring property, or mounted on buildings, trees or poles.
 - e. All signs must be maintained in a neat, clean appearance. Signs damaged, faded or in poor condition must not be reused.
 - f. No “bandit signs” are allowed within the community. This includes directional signs and small portable signs.
 - g. All Signage design and placement will require Declarant approval prior to installation.
 - h. No advertising banners on homes or fences or in yards will be allowed.
 - i. No advertising signage is allowed.
 - j. Signs not in accordance with these guidelines or the design, colors, and style set by the Developer will be confiscated and disposed of.
 - k. Signs must be to the design, color, style, and size set by the Developer.
 - l. Refer to **Exhibit J – Signage Program** for typical sign details; specifying size, colors and materials.

3.2 **Real Estate Signs**

1. Real estate signs must conform to these sign guidelines, including use of the Community logo, use of the community colors and utilize a double T stake.
2. No corporate or standard realtor signs or logos are allowed.
3. Open House signs must be professionally made and may be placed in the yard only during the hours of the event.
4. Open houses may only be conducted on Saturday and Sundays.
5. No directional signage for Open Houses may be placed on any part of the community’s property or on any lot within the Development.
6. Real Estate Signs must include the following information:
 - a. “FOR SALE” (**No** “FOR LEASE” or “FOR RENT” signs allowed.)
 - b. Name of Realtor
 - c. Name of Agent
 - d. Realtor contact name and phone number

- e. "UNDER CONTRACT" and "SOLD" banners or riders may be added only in Community colors.

3.3 Builder Signs

1. Builder (Builder) signs must conform to these sign guidelines, including use of the Community logo, use of the community colors and utilize a double T stake.
2. One (1) sign may be placed on the lot at the time of optioning the lot before construction begins, and it must be removed at occupancy.
3. All signs must be removed upon sale of the residence.
4. Builder (Builder) Signs must include the following information:
 - a. "SOLD" or "AVAILABLE" or "Under Contract", indicating status of lot;
 - b. Name of Builder (Builder logo is allowed)
 - c. Lot and Block Number
 - d. Banners or riders may be added only in the Community Colors.

3.4 Builder Model Home Signs

1. Each model home may erect a sign indicating the Builders name in accordance with the sign design guidelines.
2. Each sign shall be no more than twenty (20 sf) square feet (sixty-inch (60") x forty-eight inch (48") is the standard size) to advertise only the sale of the premises upon which the sign is located.
3. The only sign allowed shall be Model Home signs.
4. No bandit signs will be allowed.
5. Model Home signs must include the following information:
 - a. "MODEL LOT"
 - b. Name of Builder (Builder logo is allowed)

3.5 Other Signs

Other Approved Signs which may be placed within the Community are as follows:

1. Professional made Security Signs of no greater than one (1) square foot.
2. Standard Political Yard Signs may be displayed no earlier than 6 weeks prior to an election, and must be removed within seven (7) days after an election for which the sign is displayed.
3. One Sign celebrating an event or an accomplishment, such as a baby's arrival or a child's school achievement, provided the sign is tasteful, modest in size, and removed within seven (7) days after it is displayed.
4. A temporary sign identifying the home as the site of a social event is permitted for twenty-four (24) hours.
5. Signs or notices placed in the yards by the Association.
6. Any other types of signs must be approved, in writing, by the Association prior to installation.

4.0 CONSTRUCTION SITE STANDARDS

4.1 Materials Storage / Site Cleanliness / Erosion Control

It is imperative that all sites be maintained in a clean and tidy manner.

1. Materials Storage

- a. Unsightly construction or non-maintained sites will not be tolerated!
- b. All construction materials must be kept within the property lines, maintaining a neat street right-of-way.
- c. The use of trash containers is required for each home under construction.
- d. The use of streets or common areas for storage materials or placement of tools and equipment is prohibited.
- e. The use of adjoining properties for access or storage of materials without the written permission of the adjacent owner is prohibited.
- f. Temporary storage structures approved by Declarant may be used to store materials.

2. Site Cleanliness

- a. Care should be taken when loading trucks and hauling trash to prevent spillage while in transit.
- b. Builder shall be held responsible for trash and debris falling from construction vehicles.
- c. A trash container enclosure will be required on each construction site after the pouring of the foundation.
- d. At the end of each work day, materials must be stored neatly and all trash placed in the trash enclosure.
- e. No trash will be strewn about the site or piled openly.
- f. Builder will be responsible for cleanup on all lots owned or contracted for by Builder.
- g. Lots that are not cleaned upon notification are subject to fines.
- h. Safety hazards must be marked with appropriate warning devices.
- i. Concrete washouts must be located on a lot designated and owned by the Builder and approved by the seller. Declarant has the right to create a separate location for concrete washouts under agreement with builders.
- j. Adjacent lots on any side of a lot for a home requesting a final certificate for occupancy must be clean and clear of all trash and debris. Any damaged erosion control measures on the adjacent lot must also be restored to a new condition or replaced. Not following the requirements of this section is grounds for denial on the final certificate of occupancy, when requested.

3. Erosion Control

Builder is responsible for controlling erosion on each lot. Care must be taken to use soil control measures such as hay bales (properly installed with staking as necessary), silt fence, hydro mulch, etc. to prevent soil erosion. Streets surrounding each Lot shall be kept free from soil. Builder is responsible for erosion control maintenance and repair until yards are sodded and established. Builder is responsible for cleanup of failed erosion control devices, including, but not limited to, street sweeping.

4.2 Job Toilets / Fire

1. **Job Toilets.** Each construction area is required to be served by a job toilet for the use of the workers, at a frequency of one (1) toilet for every three (3) homes, or as all applicable governmental regulations apply. Job toilets may not be placed on streets, and may not be placed on common areas without approval of the Community Association.
2. **Fires.** Fires or open flames are **not** permitted on residential construction sites under any circumstances.

4.4 Construction Adjacent to a Common Area

When building adjacent to an improved common area or common green, prior to any construction, a barrier of plastic web fencing must be installed on the property to prevent vehicles from accessing, driving across, parking on and storage of materials.

4.5 Vehicle Parking – Construction

Builders and their employees cannot leave vehicles on the street of the job site overnight. All vehicles must have current registration and license tags. **R.V.s, boats, campers and trailers cannot be parked or stored in a manner which is readily visible from the street or public common area. Only one R.V., boat, camper or trailer is allowed in each driveway, provided the driveway access is from an alley.** Under no circumstances may any car, truck, R.V., boat, or trailer interfere with the use of the alley or street.

NO vehicles are to be parked upon vacant lots, unless the lot is owned by the builder for which the subcontractors are working. Access across vacant lots to homes under construction is NOT permissible, unless the lot is owned by the builder for which the subcontractors are working. Violations will subject the builder to fines or suspension of building inspections for their subcontractor's disregard for crossing and/or parking on vacant lots.

4.6 Work Hours and Days

All work must occur between the hours of 7 am and 7 pm or as set by the City, Town or County in which the work is being performed, whichever is more restrictive. Both the Declarant and City/Town/County must approve any civil work outside of these hours.

5.0 MISCELLANEOUS

5.1 **Enforcement**

The terms and provisions of these Guidelines may be enforced in the same manner as the Charter is enforced, or by any other method available at law or equity.

5.2 **Waivers, Amendment and Third-Party Benefit**

The Declarant maintains the right, from time to time, at its sole discretion, to waive, amend or modify these Guidelines. Declarant, its agents, representatives or employees, shall not be liable for failure to follow these Guidelines. These Guidelines confer no third-party benefits or rights upon any Person.

5.3 **Non-Liability for Reviewer and Declarant**

Neither the Reviewer nor the Declarant, its partners, members, successors, assigns, agents, representatives, employees or attorneys, shall be liable for damages or otherwise to anyone submitting plans to it for approval, or to any Builder by reason of mistake in judgment, nonfeasance arising out of any action of the Reviewer with respect to any submission, or for failure to follow these Guidelines. The role of the Reviewer is directed toward review and approval of site planning, appearance, architectural vocabulary and aesthetics. The Declarant or other Reviewer assumes no responsibility with regard to design or construction, including, without limitation, the civil, structural, mechanical, plumbing or electrical design, methods of construction, or technical suitability of materials.

5.4 **Accuracy of Information**

Any person submitting plans for review shall be responsible for verification and accuracy of all components of such submission, including, without limitation, all site dimensions, grades, elevations, utility locations and other pertinent features of the site or plans.

5.5 **Builder Representation**

The Builder or other Owner of a lot shall be responsible for ensuring that its architect, engineer, contractors, subcontractors, and their agents and employees, are familiar with these Guidelines and all applicable requirements and for ensuring their compliance with these Guidelines.

5.6 **Exhibits**

All referenced Exhibits are incorporated into and a part of these Guidelines.

5.7 **Definitions**

1. **Building Project:** shall mean the total scheme of improvement constructed or proposed to be constructed upon any site by a Builder.
2. **Building Setback:** shall mean and refer to the areas, defined in these Guidelines, and as shown on the recorded Plat, measured from the property line to any structure, which areas shall be unobstructed by structures from the ground upward, but which may include surface driveway areas or other similar surface improvements.
3. **Common Area:** refers to existing or proposed Common Areas of the Community, as defined in the Charter.
4. **Founder:** shall mean and refer to Parker Creek Estates LP and to any of its successors or assigns which are designated as the "Founder" as defined in the Community Charter for Waterscape.
5. **Gables:** generally defined as the triangular section of wall at the end of a pitched roof, occupying the space between the two slopes of the roof.

6. **Front Yard Setback:** minimum horizontal distance that a building must be set back from the exterior property line, measured across the full width of the lot from the street right-of-way line at the front of the lot to the allowable location of the outside wall of the principal structure.
7. **Master Landscape Plan:** shall mean and refer to a landscape scheme submitted by a Builder and approved by the Declarant.
8. **Municipality:** shall mean and refer to any official, agency, or body of government of the Royse City, Rockwall County Texas.
9. **Person:** shall mean a natural person, a corporation, a partnership, trustee or other legal entity.
10. **Porch:** A covered approach to a doorway that is attached to and forms an integral part of the principal structure and its roof.
11. **Side Yard Setback:** The minimum horizontal distance that a building must be set back from the side boundary lines of the lot, measured across the full depth of the lot from each side lot line to the allowable location of the outside wall of the principal structure.
12. **Solar Energy Panel:** means a panel device or system designed primarily to collect solar energy, and subsequently use solar energy as thermal, mechanical, or electrical energy.
13. **Site:** shall mean and refer to each of the lots described upon any recorded plat of the property encumbered by the Charter or any portion thereof, except the Common Area, and excluding lots dedicated to any Municipality or any other governmental entity. If such Site is further subdivided or re-subdivided, each of the lots resulting from such subdivision or re-subdivision shall be considered as a Site as that term is used herein.

[END OF GUIDELINES - EXHIBITS TO FOLLOW]

**EXHIBIT A-1
RESIDENTIAL BUILDING PERMIT APPLICATION
(BUILDER FORM)**



**RESIDENTIAL BUILDING PERMIT APPLICATION PART 1
PERMIT NO. _____**

Project Address: _____

Legal Description: Lot _____ Block _____ Section _____
Location: (Check One) Town of St Paul _____ City of Wylie _____ City of Lucas _____

Owner: _____
Name Address Phone no.

Contractor: _____
Name Address Phone no.

Water Available Yes No Sewer Available Yes No
Flood Prone Area Yes No Drainage/Utility Easements Yes No

TYPE OF PERMIT APPLIED FOR:

Residential Commercial Multi-family New Construction
 Addition/Alteration Fence Sign Irrigation
 Moving Demolition Pool

Building Description

Area A/C space _____
Total Area _____
No. of Stories _____
No. of Units _____
Estimated Value _____
Floor Plan # _____
Lot Size - 50ft 60ft 70ft 90ft

BUILDING DEPARTMENT USE ONLY:

Plans Approved By: _____

Permit Fee: \$5,800.00*

Payable to:

*Note: HC INSPIRATION ONE, L.L.C.

Date: _____

SPECIAL CONDITIONS:

The undersigned applicant certifies that the project described herein will be built in accordance with plans and specifications submitted at time of application. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provisions of any other local or state law regulating construction or the performance of construction.

Signature: _____ Date: _____

NOTICE: A Certificate of Occupancy must be applied for and issued before any building is occupied.

EXHIBIT A-2

Residential ACC Application (Homeowner Form)

Waterscape Homeowners Association, Inc. Architectural Review Committee Submission Form

Owner (Applicant): _____ Assistant: _____
Street Address: _____ Zip: _____
Lot: _____ Block: _____ Village/Subdivision: _____
Contractor: _____ Phone/E-mail: _____
Project Start Date: _____ Project Completion Date: _____
Phone: H: _____ W: _____ C: _____
Mailing Address (if different): _____
E-mail: _____

Investigation or Action Requested:

<input type="checkbox"/> Rerouting/Re-doing	<input type="checkbox"/> Landscape planting and/or edging	<input type="checkbox"/> Security/Play Equipment
<input type="checkbox"/> Storage Shed/Accessory/Carport	<input type="checkbox"/> Pools / Spas	<input type="checkbox"/> Hardscape: paving, sidewalk, drive
<input type="checkbox"/> Deck/Patio: extension or cover	<input type="checkbox"/> Garage Door(s) / Exterior Door(s)	<input type="checkbox"/> Lighting (exterior and interior)
<input type="checkbox"/> Fence/Wall, replacement or extension	<input type="checkbox"/> Siding/Color (Paint)/Materials	<input type="checkbox"/> Other: _____

DESCRIPTION OF AND REASON FOR REQUEST: No Waiver requested in response to a violation letter we sent you? YES NO

Please make sure you have attached/included all of the following information:

- A completed Submission Form (including signature below acknowledgment on the next page)
- A description of the project, including height, width and depth, existing materials, colors, etc.
- A complete materials list of the project, including paint samples and color card or
- A picture or drawing of the finished/existing project (sketches, cuttings, existing illustrations and other data or info to website)
- A site plan showing the location of the house along with any other structures on your lot, and the proposed structure (including dimensions from the property line or other structures)

Please send to: Waterscape Homeowners Association, Inc.
1800 Preston Park Blvd., Suite 1001
Ft. Worth, TX 76103
Fax 214-779-0050 Phone 817-543-2330
www.waterscapemgmt.com

For Office/Committee Use Only:

Date Submission Received: _____

APPROVED APPROVED WITH CONDITIONS & DISAPPROVED & TABLED

By: _____ Date: _____

Conditions/Comments/Suggestions: _____

Owner's Acknowledgements:

I understand:

- That no work on this request shall commence until I have received approval of the Architectural Committee.
- Any construction or alteration to the subject property prior to approval of the Architectural Guidelines is strictly prohibited. If I have commenced or completed any construction or alteration to the subject property and any part of this application is disapproved, I may be required to return the subject property to its original condition at MY OWN EXPENSE. In failure to do so and the HOA incurs any legal fees related to my construction and/or application, I will reimburse the HOA for all such legal expenses incurred.
- That any approval is contingent upon construction or alteration being completed in a neat and orderly manner.
- That there are architectural requirements covered by the Guidelines and a board review process as established by the Board of Directors.
- All proposed improvements to the property must comply with city, county, state and local codes. I understand that applications for all required building permits are my responsibility. Nothing herein shall be construed as a waiver of notification of any codes. My signature indicates that these standards are met to the best of my knowledge.
- That any variation from the original application must be resubmitted for approval.
- That if approved, said alteration must be maintained per the Description of Conditions, Conditions and Restrictions to the HOA.
- This alteration will not detrimentally affect the proper drainage of any common areas or surrounding lots. I will be responsible if my response to correct any drainage problems to such areas that may occur as a result of this work or alteration.
- The Architectural Committee acknowledges and agrees that the Committee and Association assume no liability resulting from the approval or disapproval of any plans submitted. The Committee and the Association assume no liability and make no representation regarding the accuracy or quality of any submitted plans or whether such plans comply with any or all government authority requirements. The Committee review, comments, and/or approvals do not relieve the Submitter/Applicant of their responsibility and obligation to comply with the Master Declaration, Master Design Guidelines, or Guidelines/Restrictions as applicable. The Submitter/Applicant agrees to grant the Association access to property at any reasonable time to review for compliance issues.
- It is the duty of the owner and the contractor employed by the owner to determine that the proposed improvement is structurally, mechanically and otherwise safe and that it is designed and constructed in compliance with applicable building codes, the codes of other laws or regulations and sound practices. The Association, the Architectural Committee, and any employee or member thereof, shall not be liable in damages or otherwise because of the approval or non-approval of any improvement.

I certify that the above information is an accurate representation of the proposed improvement and that the work will comply with applicable

EXHIBIT B

MAILBOX DESIGN

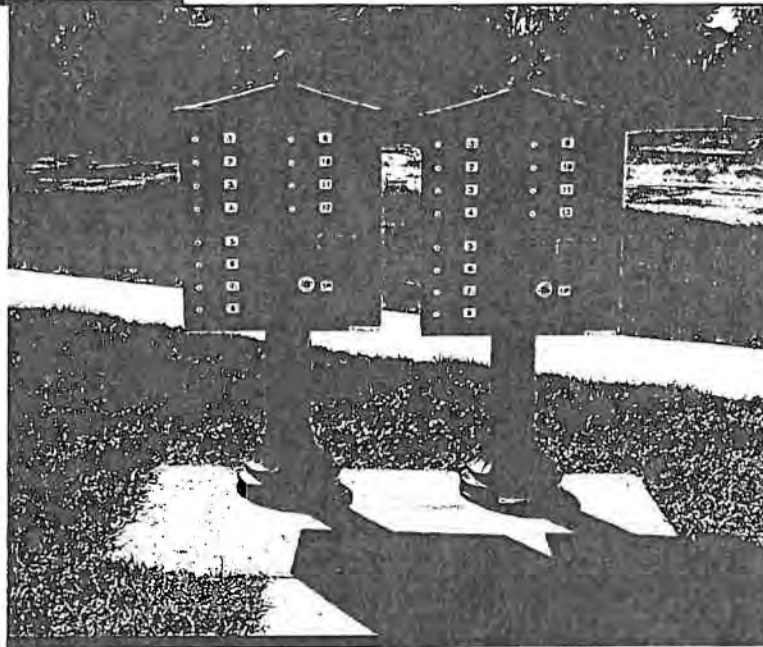
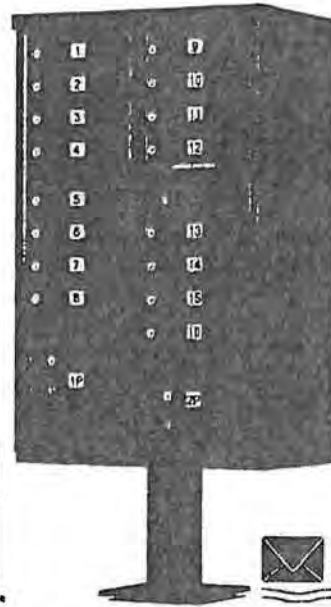
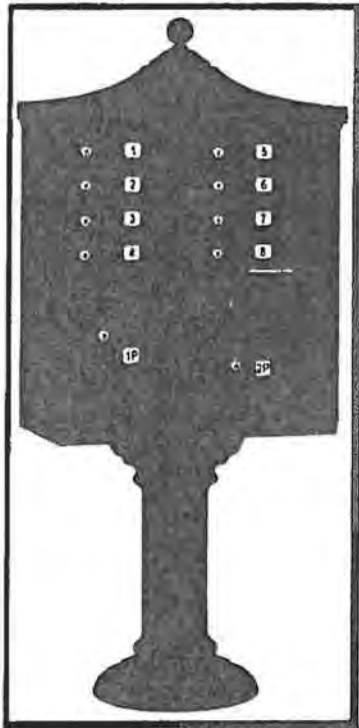
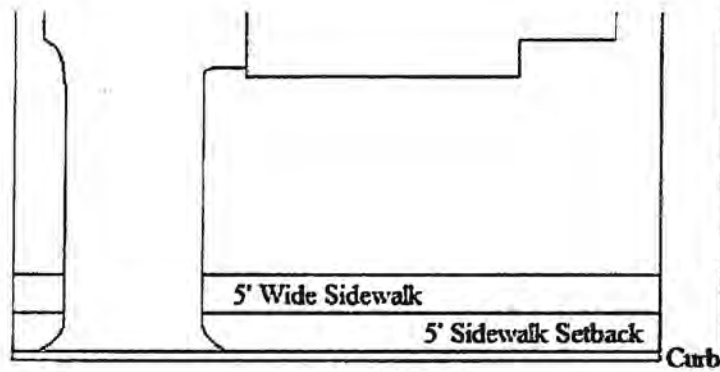
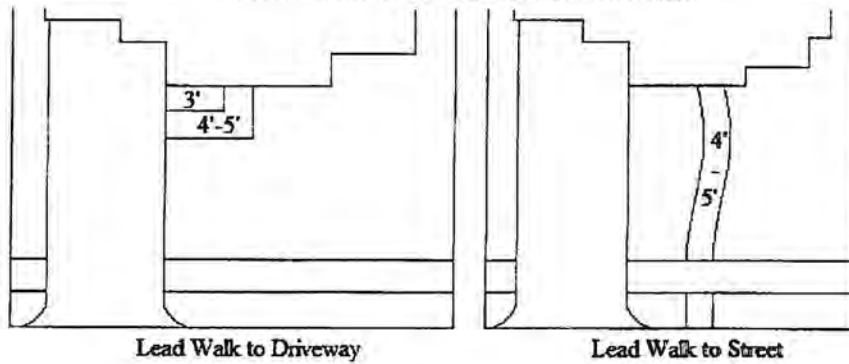


EXHIBIT C

SIDEWALKS AND LEAD WALKS



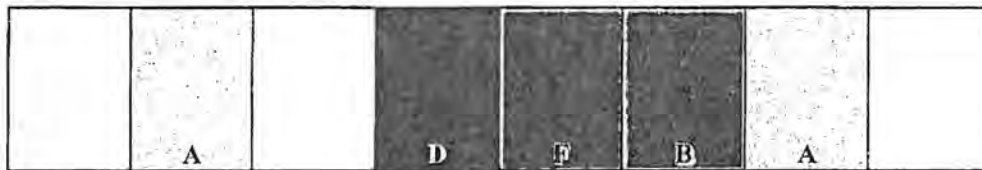
Corner Lot Setbacks

EXHIBIT D

Architectural Design

Plan	Elevation	Street Side	Spacing	Code
Same Plan	Same Elevation	Same side of Street	3 full Lots between	A
		Opposite side of Street	2 full Lots between	B
	Different Elevation	Same side of Street	2 full Lots between	C
		Opposite side of Street	1 full Lots between	D
Different Plan	Considered Same as another Plan Elevation	Same side of Street	3 full Lots between	E
	Considered Same as another Plan Elevation	Opposite side of Street	2 full Lots between	F

House Elevation (Written) Repetition Requirements



R.O.W.



House Elevation (Visual) Repetition Requirements


Same or Similar Main Body Color: Non-Earth tone	Same or Similar Stone Color	Same or Similar Brick Color		Same or Similar Brick Color	Same Color Scheme	Same or Similar Stone Color and Style	Same or Similar Main Body Color: Earth tone	Same or Similar Stone Color and Style	Same or Similar Main Body Color: Earth tone	
Same or Similar Stone Color	Same Color Scheme	Same or Similar Stone Color	Same or Similar Brick Color	Same or Similar Main Body Color: Non-Earth tone	Same or Similar Main Body Color: Non-Earth tone	Same Color Scheme	Same or Similar Stone Color and Style	Same or Similar Main Body Color: Earth tone	Same Color Scheme	Same or Similar Main Body Color: Non-Earth tone

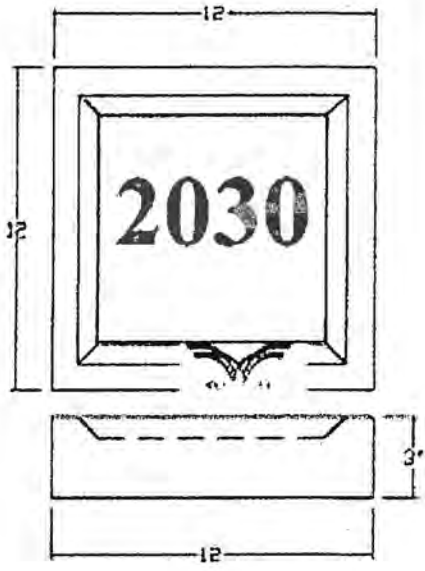
House Elevation, Color Scheme and Brick (Visual) Repetition Requirements

EXHIBIT E

ADDRESS PLAQUES

↳ EPOXY COATED REBAR






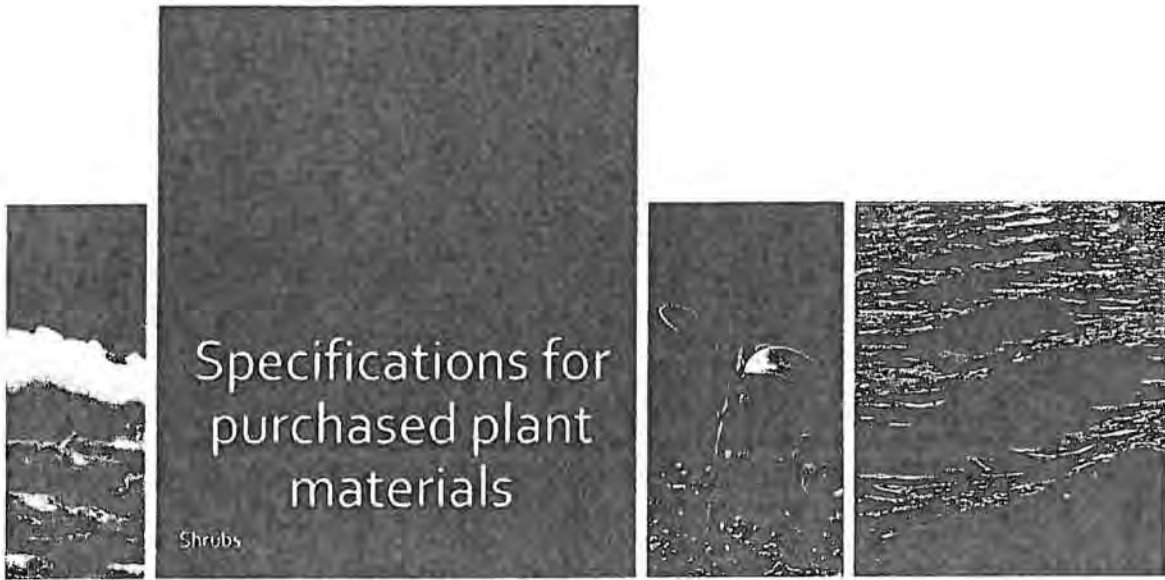
DESIGN INFORMATION: 12" x 12" ADDRESS BLOCK PC: PCS TOTAL COLOR: TYPE: A	NOTES:	DATE: PROJECT: HISTORY MAKER	BUILDERS EQUIPMENT & SUPPLY COMPANY 						
		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">REVISIONS:</th> <th style="width: 50%;">APPROVAL:</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> </tr> <tr> <td>2.</td> <td></td> </tr> </tbody> </table>	REVISIONS:	APPROVAL:	1.		2.		
REVISIONS:	APPROVAL:								
1.									
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EXHIBIT F

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EXHIBIT G

LANDSCAPE PLANTINGS



Loropetalum

3 Gallon
19" Width, 10" Height



7 Gallon
22" Width, 17" Height



© 2019 by [unreadable] Inc.

Indian Hawthorn

1 Gallon
7" Width, 5" Height



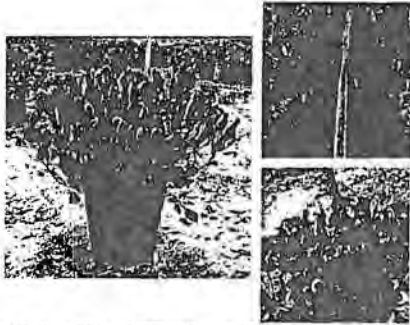
Abelia

3 Gallon 'Rose Creek'
21" Width, 17" Height

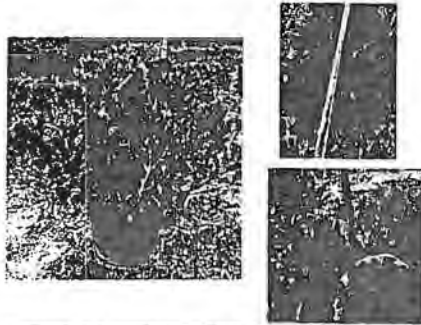


Indian Hawthorn

3 Gallon Clara
16" Width, 12" Height

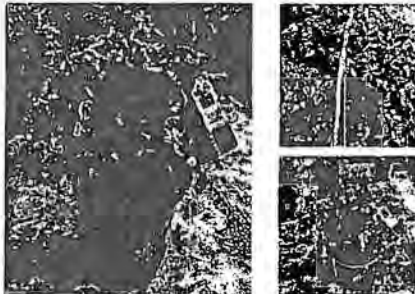


5 Gallon Snow White
21" Width, 13" Height



Knock Out Rose

3 Gallon
15" Width, 13" Height



7 Gallon
21" Width, 15" Height

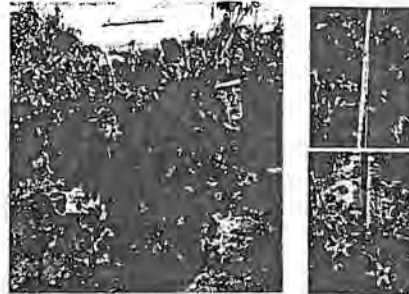
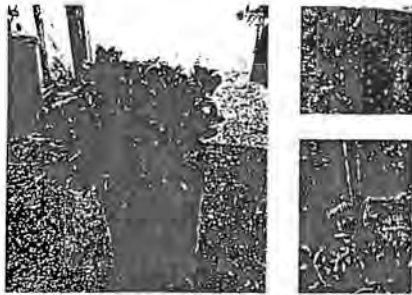


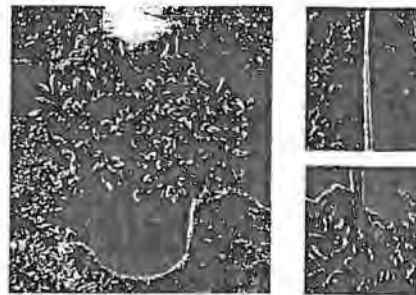
Exhibit G

Carissa Holly

3 Gallon
11" Height, Width to at least the rim of the pot.



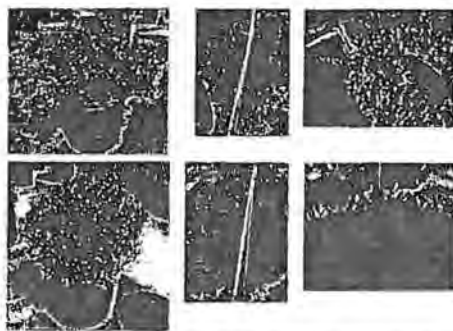
7 Gallon
17" Width, 11" Height



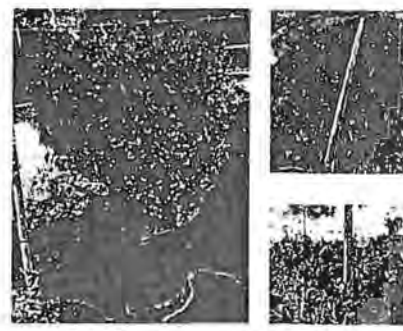
Dwarf Yaupon Holly

3 Gallon
20" Width, 11" Height

7 Gallon
20" Width, 13" Height

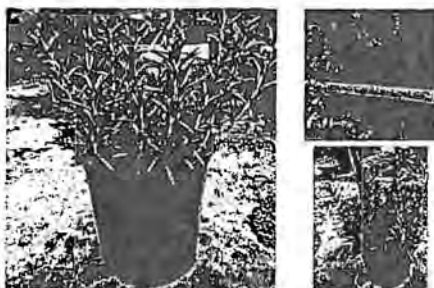


15 Gallon
29" Width, 25" Height

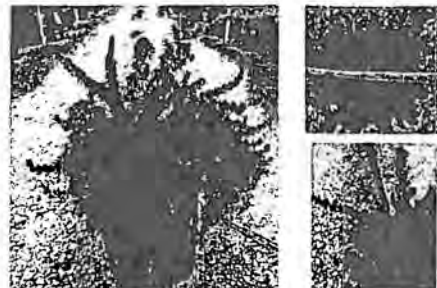


Rosemary

1 Gallon
8" Width, 5" Height

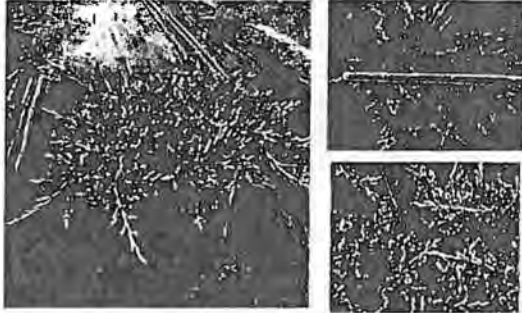


3 Gallon
14" Width, 6" Height

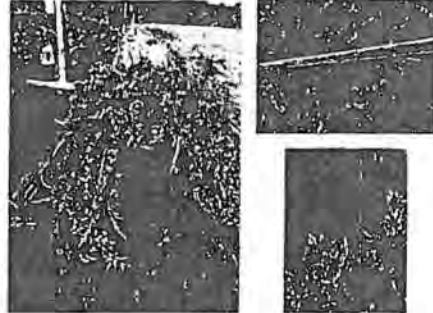


Bar Harbor Juniper

3 Gallon
10" Width, 3" Height



5 Gallon
19" Width, 4" Height



25 - **Bar Harbor**

EXHIBIT H -STREET TREE PLAN

STREET TREE PLAN

LEGEND

● Tree Placement

■ House

□ Skyline

▲ Wheelchair Ramp

Street Tree Specimen List

No trees shall be planted within 15 feet (15') of a corner (curb return)

Allowable Large Shade and Canopy Trees

Cedar Elm	Chinquapin Oak	Red Oak
Chinese Pistache	Douglas Fir	Texas Ash
	Live Oak	

All lots facing or abutting a street where a school is on the opposite side of the right-of-way, must be planted with Live Oaks.

Tree Caliper is measured six inches (6") from the base of the tree. Water reserves the right to reject any tree.

Allowable Ornamental and Small Canopy Trees

If property owners desire to plant **ADDITIONAL** trees, allowable ornamental and small canopy trees are:

Aristocrat Pear Dogwood, Silk Cornel Bradford Pear Japanese Maple Uncasita Grape Myrtle Hatcher Grape Myrtle Dogwood, Cherokee Chief Indigo	Royal Purple Small tree Dogwood, Cloud 9 (white) Redbud (all varieties) Dogwood, Roughleaf Sawtooth Holly (tree shape) Dogwood, Springing (rose red) Yucca Holly Tree
---	---

NOTE: Ornamental and Small Canopy Trees are **NOT** allowed to be substituted for large shade and canopy trees.

Tree caliper is measured six inches (6") from the base of the tree. Water reserves the right to reject any tree.

Street Tree Specimen List and Locations

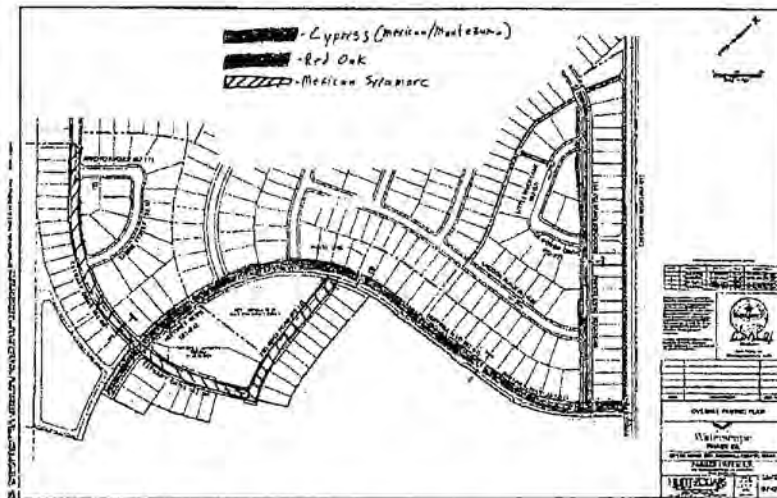
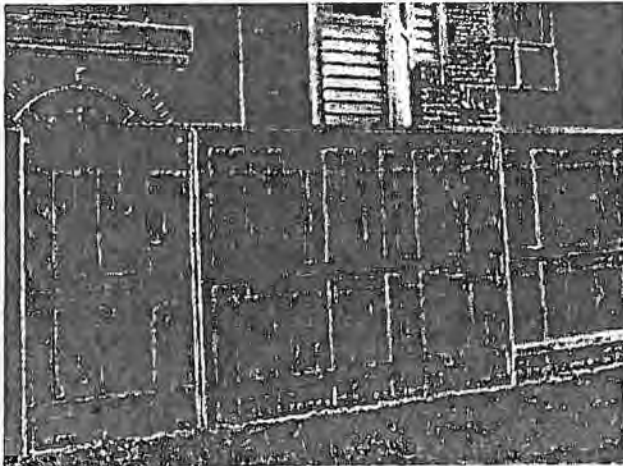
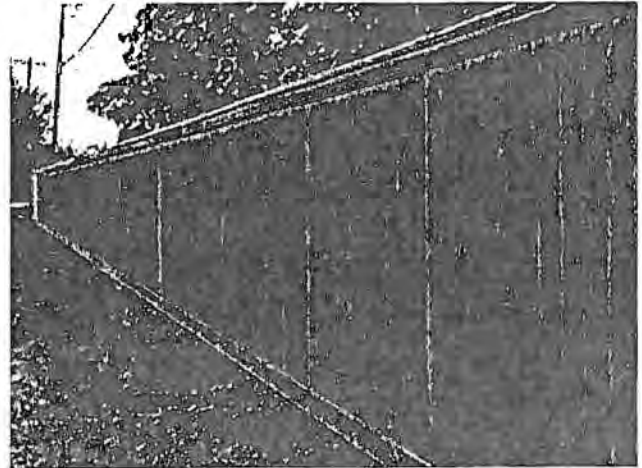


EXHIBIT I

FENCING, WALLS AND SCREENING



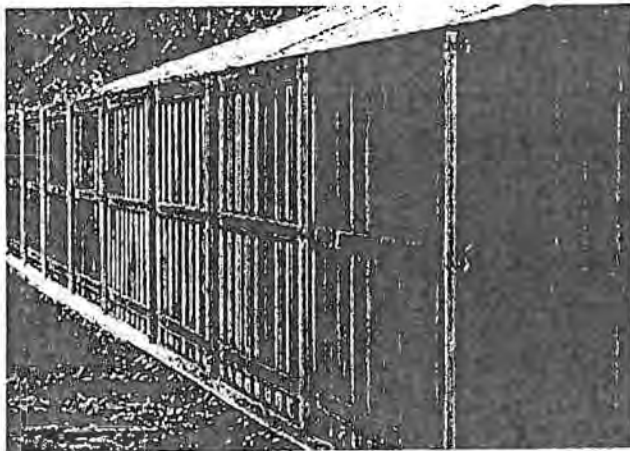
Unfinished Side



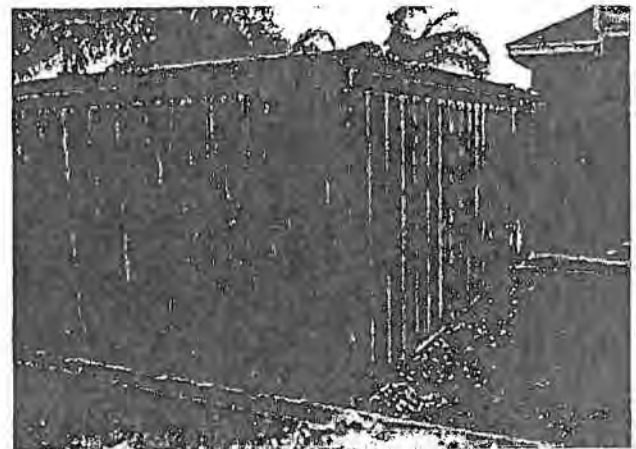
Finished Side

Example Fencing for Interior Lots

Fences shall be constructed of a minimum pre-stained western red cedar wood and finished side out.



Unfinished Side



Finished Side

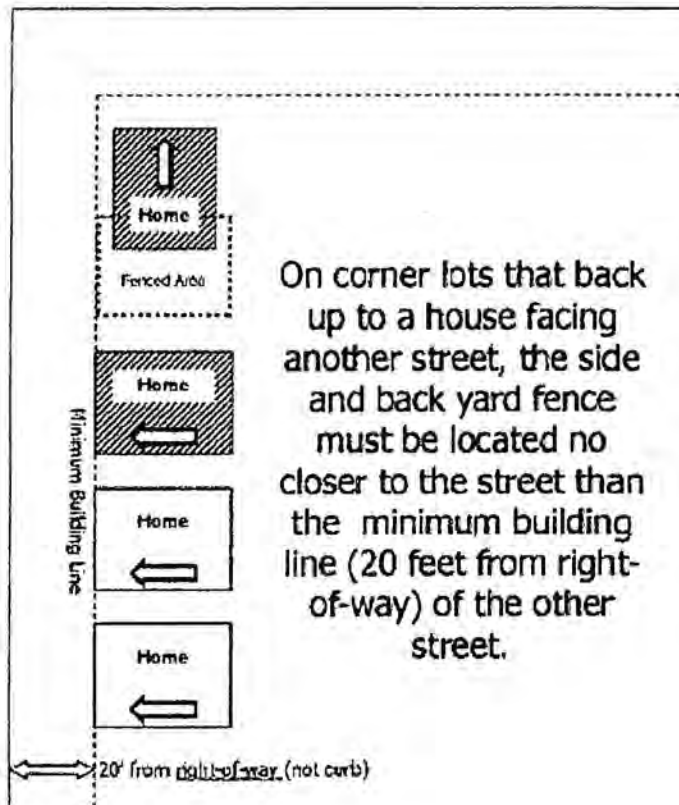
Example Fencing for Exterior Lots

Pre-stained is allowed if the fence is pre-stained with Ready Seal® Medium Brown color, board on board, finished side out.

EXHIBIT I

FENCING, WALLS AND SCREENING

Side and back yard fences on "key" lots cannot block front yard street views of adjoining homes facing intersecting streets.



Key Lot Fencing

EXHIBIT J SIGNAGE PROGRAM

Traffic and Street Signs

Order # Pending
Customer ID - Pending



Substrate: .080 Aluminum
Vinyl Type: High Intensity



Brandon Industries, Inc.
1601 W. Highway 100
McKinney, Texas 75069
502.241.1274
www.brandonind.com

Customer Approval

Date

IMPORTANT: For your protection and ours, Brandon Industries, Inc. never begins a sign job before receiving written customer approval. Please check this proof carefully and mark any changes or corrections. Please provide your name (signature) on the approval form and return to Brandon Industries, Inc. as soon as possible. Forms received without a signature will result in production delays until an official signed approval is submitted. **PRODUCTION DOES NOT BEGIN UNTIL PROOF IS SIGNED AND RETURNED.** We regret any undetected errors that may occur through production, but cannot be held responsible for errors if the signs are manufactured per customer's "Approval".

EXHIBIT J
SIGNAGE PROGRAM

RESIDENTIAL SIGNAGE FOR BUILDERS AND HOME SELLERS/REALTORS®



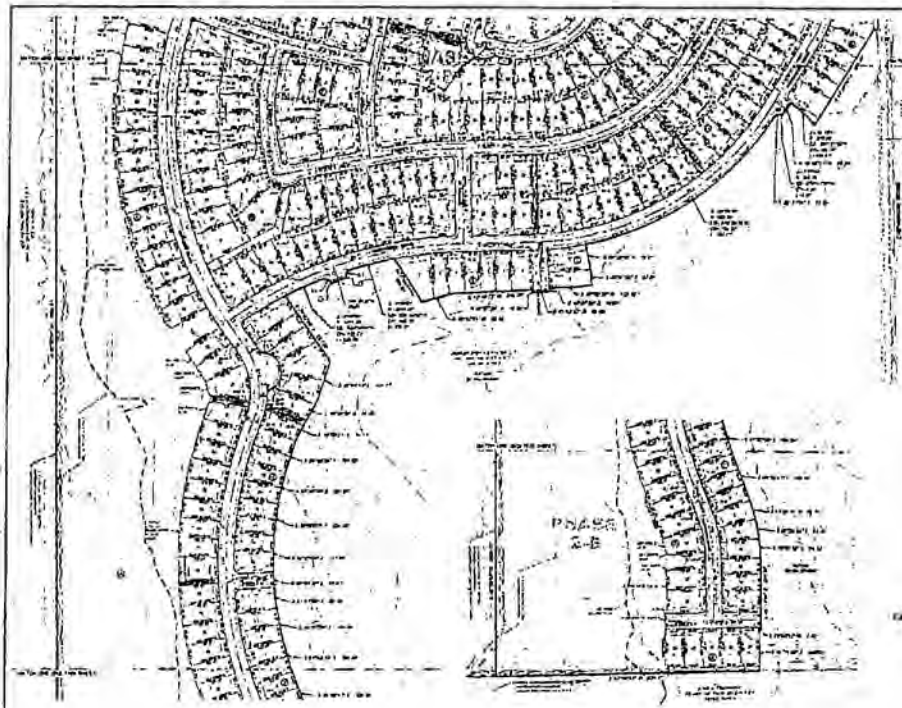
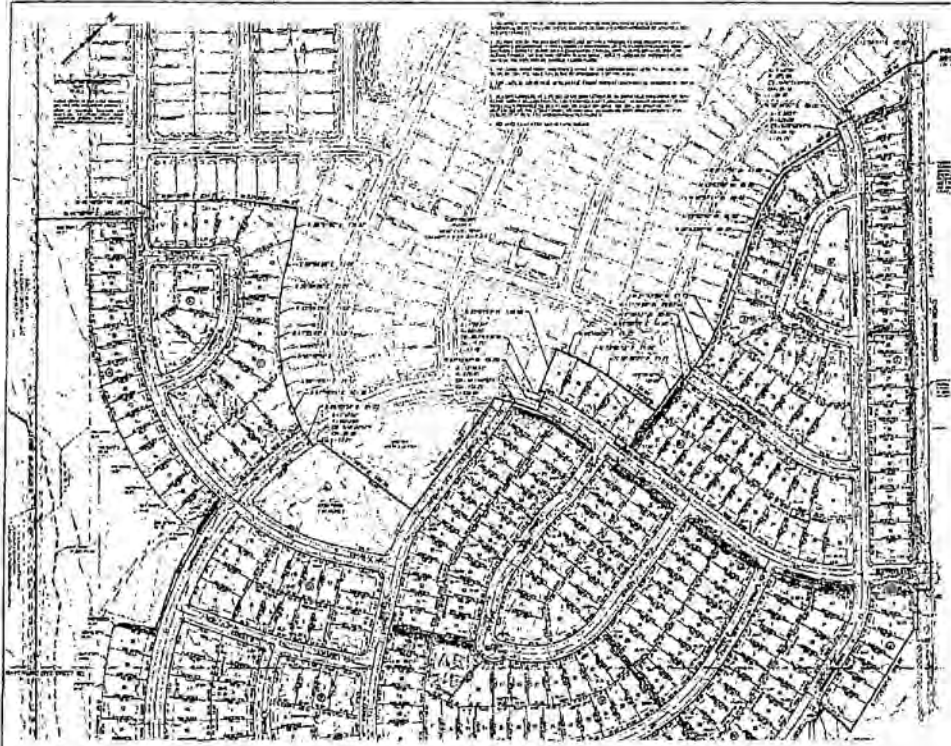
COLOR SPECIFICATIONS

 PMS 229

 PMS 660

EXHIBIT K

(PHASE 2 MASTER TRAIL PLAN WITH MIDBLOCK CUTTHROUGHS AND OVERSIZED SIDE WALKS)



Filed and Recorded
Official Public Records
Shelli Miller, County Clerk
Rockwall County, Texas
11/27/2019 09:58:47 AM
\$238.00
20190000021434



Shelli Miller

**SECOND AMENDMENT TO THE COMMUNITY CHARTER
FOR
WATERSCAPE**

STATE OF TEXAS

COUNTY OF ROCKWALL

NOTE TO CLERK: Please cross-reference to
Community Charter at Instrument No.
20180000007079

This Second Amendment to the Community Charter for Waterscape ("**Amendment**") is made by PARKER CREEK ESTATES L.P., a Texas limited partnership (the "**Founder**").

Background Statement

The Founder is the developer of the planned community located in Rockwall County, Texas, known as Waterscape. The Founder executed and filed that Community Charter for Waterscape, recorded on April 25, 2018 as Instrument No. 20180000007079 in the County Clerk Official Records of Rockwall County, Texas, which has previously been amended by that instrument recorded on November 27, 2019 at Instrument No. 20190000021434 (as amended and supplemented, the "**Charter**").

Pursuant to Section 5.3 of the Charter, the Founder has the sole and full authority to amend the Architectural Guidelines attached as Exhibit "F" to the Charter for as long as it has review authority under Section 5.2(a) of the Charter, which authority continues until the later of (i) the expiration of the Development and Sale Period (as defined in the Charter), or (ii) such time as all Units planned for the property described in Exhibits "A" and "B" of the Charter have been improved with dwellings that are substantially complete and occupied or ready for occupancy. Such period has not expired and the Founder desires to provide public notice of an amendment to the Architectural Guidelines by amending Exhibit "F" of the Charter to include such amendment

Pursuant to Section 21.2(a) of the Charter, the Founder reserved the right to amend the Charter unilaterally during the Founder Control Period. The Founder Control Period has not expired, and the Founder desires to amend the Charter as set forth herein.

Upon recording, please return to:
Collin Huffines
Parker Creek Estates, L.P.
8200 Douglas Ave., Suite 300
Dallas, TX 75225

EXHIBIT "F-1"

Amendment to Waterscape Architectural Guidelines

The Waterscape Architectural Guidelines, as updated November 26, 2019 and attached as Exhibit "F" to the Charter, are hereby amended by deleting Section 2.9 and substituting in its place the following:

2.9 Balconies.

Second-floor balconies may not be installed on the rear or side of a home if that rear or side faces the rear yard or side yard of another lot. Second floor balconies may be permitted on the rear or a side if that rear or side faces common open space, a lake, a perimeter road, or other area approved by the Reviewer (other than the rear or side yard of another lot). Balconies shall be located or constructed with privacy screening so as to block the view from the balcony into the windows and side yard of adjacent properties.

Electronically Filed and Recorded
Official Public Records
Shelli Miller, County Clerk
Rockwall County, Texas
07/13/2020 02:13:19 PM
Fee: \$34.00
20200000015075



A handwritten signature in black ink, appearing to read "Shelli Miller".

**NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
WATERSCAPE**

[Assessment Collection Policy, Covenant Enforcement and Fining Policy, Document Retention Policy, Document Inspection and Copying Policy, Alternative Payment Plan Policy, Email Registration Policy, Rainwater Collection Device Guidelines, Roofing Materials Guidelines, Flag Display Guidelines, Religious Item Display Guidelines, Xeriscaping Guidelines and Standby Electric Generator Guidelines]

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF ROCKWALL §

THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR WATERSCAPE (this "Notice") is made this 29th day of May, 2019, by Waterscape Homeowners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, Parker Estates L.P., a Texas limited partnership ("Declarant"), prepared and recorded the Community Charter for Waterscape on or about April 25, 2018, as Document No. 2018000007079 of the Real Property Records of Rockwall County, Texas (the "Charter"); and

WHEREAS, the Association is the property owners association created by the Declarant to manage and regulate the development established by the Charter, which development is more particularly described in the Charter; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the development is located; and

WHEREAS, the Association desires to record the dedicatory instruments attached hereto as **Exhibit "A,"** pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instruments attached hereto as **Exhibit "A"** are true and correct copies of the originals and are hereby **filed** of record in the Real Property Records of Rockwall County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Notice to be executed by its duly authorized agent as of the date first above written.

WATERSCAPE HOMEOWNERS
ASSOCIATION, INC.,
a Texas non-profit corporation

By: Colin Huffins
Name: Colin Huffins
Title: Pres.

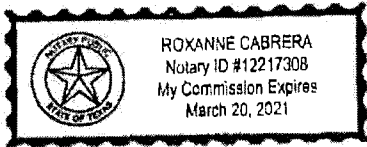
ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

Colin Huffins BEFORE ME, the undersigned authority, on this day personally appeared Colin Huffins, the President of Waterscape Homeowners Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 29 day of May, 2019.

Roxanne Cabrera
Notary Public, State of Texas



3-20-21
My Commission Expires

Exhibit "A"

- A-1 Assessment Collection Policy
- A-2 Covenant Enforcement and Fining Policy
- A-3 Document Retention Policy
- A-4 Document Inspection and Copying Policy
- A-5 Alternative Payment Plan Policy
- A-6 Email Registration Policy
- A-7 Rainwater Collection Device Guidelines
- A-8 Roofing Materials Guidelines
- A-9 Flag Display Guidelines
- A-10 Religious Item Display Guidelines
- A-11 Xeriscaping Guidelines
- A-12 Standby Electric Generator Guidelines

WATERSCAPE HOMEOWNERS ASSOCIATION, INC.

ASSESSMENT COLLECTION POLICY

WHEREAS, Waterscape Homeowners Association, Inc. (the “Association”) has authority pursuant to Article 12 of the Community Charter for Waterscape (the “Charter”) to levy assessments against Owners of Units located within Waterscape, a planned community located in Rockwall County, Texas (the “Development”); and

WHEREAS, in order to facilitate the timely collection of assessments and other amounts owed by Owners, and in order to comply with the Charter and state law regarding the collection of unpaid amounts, the Board desires to establish certain procedures for the collection of assessments that remain unpaid beyond the prescribed due dates.

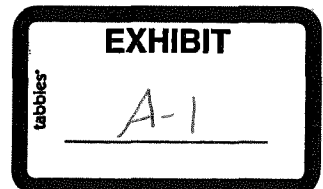
NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the collection of assessments owing and to become owing by Owners in the Development and the same are to be known as the “Assessment Collection Policy” (“Policy”) for the Association:

1. Generally. The steps and procedures contained in this Policy serve as a general outline of the Association’s collection process. The Association is not bound to follow these exact procedures in every collection matter except as required by the Charter and the laws that govern collection of assessments. The procedures below are not intended to constitute a prerequisite or condition precedent to the Association’s legal ability to collect unpaid assessments and other amounts except as required by the Charter or law.

2. Delegation to Management. To facilitate cost-effective and timely collection of all amounts owed by owners, including but not limited to assessments, dues, charges and/or related costs, the Association may delegate to management those duties determined by the Board in its sole discretion to be necessary to assist collection efforts.

3. Ownership Interests. As used herein, the term “Delinquent Owner” refers to that person who held title to a Unit on the date an assessment became due. As used herein, the term “Current Owner” refers to that person who then holds title to a Unit. Unless expressly denoted otherwise, the “Owner” of a Unit refers to the Delinquent Owner or the Current Owner or both, as may be appropriate under the circumstances in question.

4. Due Dates. Pursuant to Article 12 of the Charter, Base Assessments and Service Area Assessments, if any, are levied annually and shall be payable in such manner and on such dates as the Board may establish. Currently, Base Assessments and Service Area Assessments are due and payable in advance on the first day of each fiscal year. The due date for a Special Assessment or Specific Assessment is the date stated in the notice of assessment or, if no date is stated, within thirty (30) days after the notice of the assessment is given. The due date for any assessment shall be collectively referred to in this Policy as the “Due Date.” Any assessment which is not paid in full within thirty (30) days of the Due Date is delinquent (the “Delinquency Date”) and shall be assessed handling costs as well as late fees and interest as provided in Paragraphs 7, 8 and 9 below.



5. Written Notice of Default. The Association and/or its managing agent may send various notification letters to a Delinquent Owner regarding a delinquency. Prior to sending a delinquent account to the Association's legal counsel for collection, the Association will send written notice of default to the Owner via certified mail, return receipt requested (the "Default Notice"). The Default Notice shall include the following information: (i) a statement of the total amount owed and a specification of each delinquent amount; (ii) a description of the options the Owner has to avoid having the account turned over to the Association's legal counsel, including the availability of a payment plan; and (iii) a statement that the Owner has a period of at least thirty (30) days to cure the delinquency before further collection action is taken.

6. Payment Plans. Section 209.0062 of the Texas Property Code requires that the Association offer payment plans to owners in certain circumstances. The Association has adopted an Alternative Payment Plan Policy which shall govern all such payment plans.

7. Late Fees. In the event any assessment, or any portion thereof, is not paid in full by the Delinquency Date, a late fee may be assessed against the Owner and his or her Unit in the amount of \$50.00. Such late fee, as and when levied, will become part of the assessment upon which it has been levied and, as such, will be subject to recovery in the manner provided herein for assessments. The Board may, in its sole discretion, waive the collection of any late fee; provided, however, that the waiver of any late fee shall not constitute a waiver of the Board's right to collect any future assessments or late fees.

8. Interest. In the event any assessment, or any portion thereof, is not paid in full by the Delinquency Date, interest on the principal amount due may be assessed against the Owner at a rate established by the Board. Currently, the rate of said interest is ten percent (10%) per annum, or the maximum amount permitted by Texas law, whichever is less, and shall accrue from the Due Date until paid. Such interest, as and when it accrues hereunder, will become part of the assessment upon which it has accrued and, as such, will be subject to recovery in the manner provided herein for assessments.

9. Handling Charges and Return Check Fees. In order to recoup for the Association and/or its managing agent the costs incurred because of the additional administrative expenses associated with collecting delinquent assessments, collection of the following fees and charges are part of this Policy:

a. Any handling charges, administrative fees, collection costs, postage or other expenses incurred by the Association or its managing agent in connection with the collection of any assessment or related amount owing beyond the Delinquency Date for such assessment will become due and owing by the Delinquent Owner.

b. A charge in an amount to be determined by the Board will become due and payable for any check tendered to the Association which is dishonored by the drawee of such check, the charge being in addition to any other fee or charge which the Association is entitled to recover from an Owner in connection with collection of assessments owing with respect to such Owner's Unit.

c. Any fee or charge becoming due and payable pursuant to this Paragraph will be added to the amount then outstanding and is collectible to the same extent and in the same manner as the assessment, the delinquency of which gave rise to the incurrence of such charge, fee or expense.

10. Application of Funds Received. All monies received by the Association will be applied to the Owner's delinquency pursuant to Article 12, Section 12.5(d) of the Charter.

11. Ownership Records. All collection notices and communications will be directed to those persons shown by the records of the Association as being the Owner of a Unit for which assessments are due and will be sent to the most recent address of such Owner solely as reflected by the records of the Association. Any notice or communication directed to a person at an address, in both cases reflected by the records of the Association as being the Owner and address for a given Unit, will be valid and effective for all purposes pursuant to the Charter and this Policy until such time as there is actual receipt by the Association of written notification from the Owner of any change in the identity or status of such Owner or its address or both.

12. Notification of Owner's Representative. Where the interests of an Owner in a Unit have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interests in a Unit have been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Policy will be deemed full and effective for all purposes if given to such representative or agent.

13. Remedies and Legal Actions. If an Owner fails to cure the delinquency within the thirty (30) day period stated in the Default Notice (as provided for above), the Association may, at its discretion and when it chooses, refer the delinquency to legal counsel for the Association. Any attorney's fees and related charges incurred by virtue of legal action taken will become part of the Owner's assessment obligation and may be collected as such as provided herein.

At the direction of Management and/or the Board, legal counsel for the Association may pursue any and all available legal remedies with regard to the delinquencies referred to it including, but not limited to, the following:

a. Notice Letter. As the initial correspondence to a Delinquent Owner, counsel will send a notice letter (the "Notice Letter") to the Owner advising the Owner of the Association's claim for all outstanding assessments and related charges, adding to the charges the attorney's fees and costs incurred for counsel's services.

b. Notice of Lien. If an Owner fails to cure the delinquency indicated in the Notice Letter, upon being requested to do so by the Board and/or Management, counsel may prepare and record in the Real Property Records of Rockwall County, as applicable, a written notice of lien (referred to as the "Notice of Lien") against the Unit. A copy of the Notice of Lien will be sent to the Owner, together with an additional demand for payment in full of all amounts then outstanding.

c. Foreclosure. In the event that the Owner fails to cure the delinquency, the Board may direct legal counsel to pursue foreclosure of the lien. In any foreclosure proceedings, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees.

i. Expedited Foreclosure Pursuant to Rules 735 & 736 of the Texas Rules of Civil Procedure. The Board may decide to foreclose its lien by exercising its power of sale granted by the Charter. In such event, counsel may commence an expedited foreclosure lawsuit under Rules 735 and 736 of the Texas Rules of Civil Procedure ("Expedited Foreclosure"). Upon receipt from the Court of an order authorizing foreclosure of the Unit, counsel may post the Unit for foreclosure at an upcoming foreclosure sale. The Association shall have the power to bid on the Owner's Unit and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. The Association may institute a personal judgment suit against the former Owner for any deficiency resulting from the Association's foreclosure of its assessment lien.

ii. Judicial Foreclosure. The Association may file suit for judicial foreclosure ("Judicial Foreclosure") of the assessment lien, which suit may also seek a personal money judgment. Upon receipt from the Court of an order foreclosing the Association's assessment lien against the Unit, the sheriff or constable may post the Unit for sheriff's sale. The Association shall have the power to bid on the Owner's Unit and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

d. Lienholder Notification. In pursuing Expedited Foreclosure or Judicial Foreclosure, the Association shall provide the 61-day notice letter to lienholders pursuant to Section 209.0091 of the Texas Property Code.

e. Lawsuit for Money Judgment. The Association may file suit for a money judgment in any court of competent jurisdiction.

f. Bankruptcy. Upon notification of a petition in bankruptcy, the Association may refer the account to legal counsel.

g. Suspension of Rights to Use Recreational Facilities. If authorized by the Charter, Bylaws or rules and regulations, the Association may suspend an Owner's privileges to use the Association's recreational facilities.

h. Remedies Not Exclusive. All rights and remedies provided in this Policy and hereinabove are cumulative and not exclusive of any other rights or remedies that may be available to the Association, whether provided by law, equity, the Association's Governing Documents or otherwise.

14. Lock Boxes. The Association may establish a lock box for the receipt of assessment payments. Payments made to the lock box are deposited in the Association's bank account without regard to communications or other notices enclosed with or stated on the payment. Any notice or communication (including, without limitation, a dispute of the debt) enclosed with or stated on the payment to the lock box will be ineffective and not binding on the

Association. Any dispute of an assessment or related charge, any proposed tender of an amount less than the entire amount claimed to be due which is intended to satisfy the Owner's debt in full, or any change in the identity, status or address of an Owner, must be in writing, sent to and received by Management at the address listed on the Association's most recent management certificate.

15. Compromise of Assessment Obligations. In order to expedite the handling of collection of delinquent assessments owed to the Association, the Board may, at any time, compromise or waive the payment of any assessment, interest, late charge, handling charge, collection cost, legal fee or any other applicable charge. The Association may, at its option, notify the Internal Revenue Service of the waiver or forgiveness of any assessment obligation.

16. Severability and Legal Interpretation. In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Policy shall be enforced as if such provision did not exist. Furthermore, in the event that any provision of this Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law. In the event any provision of this Policy conflicts with the Charter, the Charter controls. In the event any provision of the Charter related to collection of assessments conflicts with Chapter 209 of the Texas Property ("Code"), the Code controls.

IT IS FURTHER RESOLVED that this Policy replaces and supersedes in all respects all prior policies and resolutions with respect to the collection of assessments by the Association and is effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on May 9th, 2019 and has not been modified, rescinded or revoked.

DATE: 5/9/19


Secretary

WATERSCAPE HOMEOWNERS ASSOCIATION, INC.

COVENANT ENFORCEMENT AND FINING POLICY

WHEREAS, Waterscape Homeowners Association, Inc. (the "Association") is authorized to enforce the covenants, conditions and restrictions contained in the Community Charter for Waterscape (the "Charter"), the By-Laws of Waterscape Homeowners Association, Inc. (the "Bylaws"), and any rules and regulations, guidelines, bulletins, architectural standards, policies, and resolutions of the Association (collectively referred to herein as the "Governing Documents"); and

WHEREAS, pursuant to Article 8, Section 8.2 of the Charter and Article 3, Section 3.17(h) and Article 9 of the Bylaws, the Association is authorized to impose sanctions for violations of the Governing Documents, including but not limited to levying reasonable monetary fines and filing suit to recover damages for injunctive relief; and

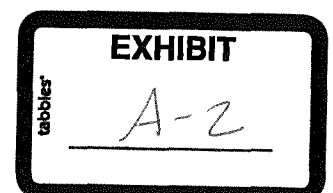
WHEREAS, in order to comply with the requirements of Sections 209.006 and 209.007 of the Texas Residential Property Owners Protection Act (the "Act"), the Board of Directors of the Association desires to promulgate the following rules/policy establishing procedures for the enforcement of the restrictive covenants set forth in the Governing Documents and for the levying of fines against violating owners.

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of the Governing Documents and for the curing of violations of the Governing Documents and the same are to be known as the "Covenant Enforcement and Fining Policy" (to be referred to herein as the "Enforcement Policy").

1. **Exempted Actions/Remedies.** This Enforcement Policy and the procedures herein do not apply if the Association files suit seeking a temporary restraining order or temporary injunctive relief, files suit to collect a regular or special assessment or foreclose under the Association's lien. In addition, the steps and procedures contained in Sections 4-9 below do not apply where the Association is pursuing a self-help remedy. This Enforcement Policy and the procedures herein do not apply to collection of assessments and related costs and charges.

2. **Generally.** The steps and procedures contained in this Policy serve as a general outline of the procedures to follow for enforcement of the covenants, conditions, restrictions and rules contained in the Governing Documents; provided, however, that this Enforcement Policy does not apply to collection of assessments and related costs and charges. The Association is not bound to follow the exact procedures in every enforcement matter except as required by the Governing Documents or the Act. The procedures in this Enforcement Policy are not intended to constitute a prerequisite or condition precedent to the Association's ability to pursue a remedy to enforce against any violation or to obtain any legal relief or remedy except as required by the Act.

3. **Establishment of Violation.** Any condition, use, activity or improvement which does not comply with the provisions of the Governing Documents shall constitute a "Violation"



under this Policy for all purposes. A Violation is considered a threat to public health or safety if the Violation could materially affect the physical health or safety of an ordinary resident. A Violation is considered incurable if the Violation has occurred but is not a continuous action or condition capable of being remedied by affirmative action. The non-repetition of a one-time Violation or other Violation that is not ongoing is not considered an adequate remedy to the Association with respect to the enforcement of such Violation.

4. Report of Violation. Upon discovery of a Violation, the Board or its delegate may, but is not obligated to, forward to the Owner of the Unit in question one or more written notices via regular first-class mail or via postcard of the discovery of a Violation(s) (the "Courtesy Notices"). The Owner will have at least ten (10) days from the date of any Courtesy Notice to correct or eliminate the Violation(s). The Board or its delegate may, in lieu of these Courtesy Notices, proceed immediately to the notice set forth in Paragraph 5 below.

5. Notice of Violation. If the Violation is not corrected or eliminated within the time period specified in the Courtesy Notice, or if the Board or its delegate deems it appropriate to proceed without the Courtesy Notice, the Association will forward to the Owner of the Unit in question written notice of the Violation(s) by certified mail, return receipt requested (the "Notice of Violation"). A Notice of Violation is not required if the alleged violator was previously given a Notice of Violation within six (6) months of the current Violation and was given the opportunity to exercise any rights listed below in the preceding six (6) months. In such event, the Board may impose sanctions as authorized by the Governing Documents and/or this Enforcement Policy without notice to the Owner other than the Notice of Sanction/Fine described below. A Notice of Violation is also not required if the Act does not require it. The Notice of Violation, if required, will state the following:

a. The description of the Violation, including a reference to the rule or provision of the Governing Documents that is being violated and any property damage caused by the Owner, and state any amount due to the Association from the Owner.

b. The proposed sanction to be imposed, including, but not limited to, the amount of any fine, suspension of rights to use Common Area, the use of self-help remedies or the amount claimed to be due from the owner for property damage.

c. That the Owner is entitled to a reasonable period to cure the Violation and avoid the fine or sanction if the Violation is of a curable nature and does not pose a threat to public health or safety, and a description of the action required to cure the Violation, as well as specify the date by which the owner must cure the violation.

d. A statement that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.) if the owner is serving on active military duty.

e. The recipient may, on or before thirty (30) days after the date of receipt of the Notice of Violation, deliver to the Association a written request for a hearing.

f. If a curable Violation is not corrected or eliminated within the time period specified in the Notice of Violation, or if the conduct which constitutes a Violation is committed again, or if a written request for a hearing is not made on or before thirty (30) days from the date of receipt of the Notice of Violation, that the sanctions or actions delineated in the Notice of Violation may be imposed or taken and that any attorney's fees and costs will be charged to the Owner.

If the hearing described in e. above is to be held before a committee or delegate of the Board, the Notice of Violation will state that the Owner has the right to appeal the decision of the committee or delegate to the Board.

6. Notice of Sanction/Fine. A formal notice of the sanction, fine or action to be imposed or taken, including the amount of any fine or the amount of any property damage (the "Notice of Sanction/Fine") will be sent by the Association to the Owner by regular first-class mail and by certified mail where, within the time period specified in the Notice of Violation, the Violation has not been corrected or eliminated (or, in the case of a recurring Violation, the Violation has reoccurred) or the Association has not timely received a written request for a hearing.

7. Request for a Hearing. If the Owner timely requests a hearing, the hearing shall be held in executive session of the Board or a committee appointed by the Board affording the alleged violator a reasonable opportunity to be heard. The minutes of the meeting of the Board or the committee appointed by the Board shall contain a written statement of the results of the hearing and the sanction, if any, to be imposed.

8. Appeal. Following a hearing before a committee of the Board, the Owner shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the manager, president or secretary of the Association within ten (10) days after the date of the Association's written notice to the Owner of the results of the hearing. Any hearing before the Board shall be held in the same manner as provided above for hearings before a committee appointed by the Board.

9. Fines. Subject to the provisions of this Enforcement Policy and/or the Governing Documents, the imposition of fines will be on the following basis:

First fine	\$ 50.00, 30 days to cure
Second fine	\$ 100.00, 30 days to cure
Third and additional fines	\$ 200.00 every 30 days

10. Referral to Legal Counsel. Where a Violation is determined or deemed determined to exist and where the Board deems it to be in the best interests of the Association to refer the Violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating Owner, filing a notice of violation or non-compliance against the Unit in the real property records, seeking injunctive relief against the Owner to correct or otherwise abate the Violation, and/or

filing suit to collection fines and/or costs incurred to cure Violations or repair property damage. Attorney's fees and all costs incurred by the Association in enforcing the Governing Documents and administering this Enforcement Policy shall become the personal obligation of the Owner.

11. Self-Help. In lieu of the above processes regarding fines and other sanctions, the Board, in its sole discretion, may elect to utilize self-help to remedy Violations on an Owner's Unit. In order to utilize self-help, the Association will follow the following steps and procedures.

a. Initial Notice. The Association shall send written notice via certified mail to the Owner of the Unit in question that a Violation exists on the Owner's Unit (the "Initial Notice"). The Initial Notice shall give the Owner a reasonable period of time to cure the Violation and avoid the use of self-help by the Association and specify the date by which the Owner must cure the Violation to avoid further enforcement action. In lieu of the Initial Notice, the Association may send the Notice of Violation described in Section 5 above in satisfaction of this initial notification requirement.

b. Self-Help Notice. If the Violation is not corrected or eliminated within the cure period specified in the Initial Notice (or the Notice of Violation where applicable), the Association shall send the Owner notice of the Association's intention to utilize self-help (the "Self-Help Notice"). The Self-Help Notice shall be sent by certified mail to the Owner and will provide the Owner with the date (and the time, if available) when the Association will perform the corrective action. The Self-Help Notice will also notify the Owner of whether the Association will perform the corrective action at the Owner's expense and, if so, will include the actual cost or estimate of the cost of the self-help measure. The Association may, but is not required to, send such additional notices to the Owner regarding the use of self-help as the Board deems reasonable or desirable prior to exercising self-help.

c. Self-Help Action. If the Violation continues to exist as of the date stated in the Self-Help Notice on which the Association intends to perform the corrective action, the Association may proceed to utilize self-help to cure the Violation on the Owner's Unit. If the Association has performed the self-help action at the Owner's expense, the Association will send notice to the Owner of the actual cost of the self-help measure within a reasonable time period following completion of the corrective action.

In lieu of the above, and at any point in the self-help process, the Association may elect to refer the matter to the Association's legal counsel to pursue a court order seeking injunctive relief against the Owner to correct or otherwise abate the Violation, and/or a court order authorizing the Association to utilize self-help.

12. Notices. Unless otherwise provided in the Enforcement Policy, all notices required by this Enforcement Policy shall be in writing and shall be deemed to have been duly given if delivered personally and/or if sent by United States Mail, first-class postage prepaid, to the Owner at the address which the Owner has designated in writing and filed with the Secretary of the Association or, if no such address has been designated, to the address of the Unit of the Owner.

a. Where the notice is directed by personal delivery, notice shall be deemed to have been given, sent, delivered or received upon actual receipt by any person accepting delivery thereof at the address of the recipient as set forth in such notice or if no person is there, by leaving the notice taped to the front door of the residence.

b. Where the notice is placed into the care and custody of the United States Postal Service, notice shall be presumed to have been given, sent, delivered or received, as of the third (3rd) calendar day following the date of postmark of such notice bearing postage prepaid and the appropriate name and address as required herein unless otherwise shown by the recipient to have been received at a later date.

c. Where a day required for an action to be taken or a notice to be given, sent, delivered or received, as the case may be, falls on a Saturday, Sunday or United States Postal Service holiday, the required date for the action or notice will be extended to the first day following which is neither a Saturday, Sunday or United States Postal Service holiday.

d. Where the Board has actual knowledge that an enforcement action would directly affect a third party (e.g. a tenant or a neighbor) or involves a Violation by a party other than the Owner, notices required under this Enforcement Policy may be given, if possible, to such third party in addition to the Owner. Notwithstanding any notice sent to a third party, the Owner remains the party responsible for compliance with the requirements of the Governing Documents. The Board shall accept a response from any such third party only upon the written direction of the Owner of the Unit upon which the Violation exists.

e. Where the interests of an Owner in a Unit have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interest in a Unit has been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to such representative or agent.

f. Where an Owner transfers record title to a Unit at any time during the pendency of any procedure prescribed by this Enforcement Policy, such Owner shall remain personally liable for all costs and fines under this Enforcement Policy. As soon as practical after receipt by the Association of a notice of a change in the record title to a Unit which is the subject of enforcement proceedings under this Enforcement Policy, the Board may begin enforcement proceedings against the new Owner in accordance with this Enforcement Policy. The new Owner shall be personally liable for all costs and fines under this Enforcement Policy which are the result of the new Owner's failure and/or refusal to correct or eliminate the Violation in the time and manner specified under this Enforcement Policy.

13. Curc of Violation During Enforcement. An Owner may correct or eliminate a curable Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. If the Owner corrects or eliminates a curable Violation before the cure period provided for in the Notice of Violation, a fine may not be assessed for the Violation. If the Owner corrects or eliminates a curable Violation after the cure period provided for in the Notice

of Violation, the Owner will remain liable for all costs and fines incurred or levied under this Enforcement Policy. Upon verification by the Board that the Violation has been corrected or eliminated, the Violation will be deemed to no longer exist.

14. **Definitions.** The definitions contained in the Association's Governing Documents are hereby incorporated herein by reference.

15. **Severability and Legal Interpretation.** In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Enforcement Policy shall be enforced as if such provision did not exist. Furthermore, in the event that any provision of this Enforcement Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Enforcement Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law. In the event any provision of this Enforcement Policy conflicts with the Declaration, the Declaration controls.

IT IS FURTHER RESOLVED that this Covenant Enforcement and Fining Policy is effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on May 29, 2019, and has not been modified, rescinded or revoked.

DATE: 5/29/19


Secretary

WATERSCAPE HOMEOWNERS ASSOCIATION, INC.

DOCUMENT RETENTION POLICY

WHEREAS, pursuant to Section 209.005(m) of the Texas Property Code, the Board of Directors of Waterscape Homeowners Association, Inc. (the "Association") is required to adopt a document retention policy for the Association's books and records.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following procedures and practices are established for the maintenance and retention of the Association's books, records and related documents, and the same are to be known as the "Document Retention Policy" of the Association.

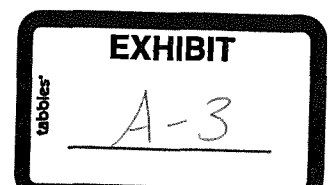
1. Purpose. The purpose of this Document Retention Policy is to ensure that the necessary records and documents of the Association are adequately protected and maintained.

2. Administration. The Association is in charge of the administration of this Document Retention Policy and the implementation of processes and procedures to ensure that the Records Retention Schedule attached as Exhibit "A" is followed. The Board is authorized to make modifications to this Records Retention Schedule from time to time to ensure that it is in compliance with local, state and federal laws and that the schedule includes the appropriate document and record categories for the Association.

3. Suspension of Record Disposal in Event of Litigation or Claims. In the event the Association is served with any subpoena or request for documents or the Association becomes aware of a governmental investigation or audit concerning the Association or the commencement of any litigation against or concerning the Association, all documents relating or pertaining to such investigation, claim or litigation shall be retained indefinitely, and any further disposal of documents shall be suspended and shall not be reinstated until conclusion of the investigation or lawsuit, or until such time as the Board, with the advice of legal counsel, determines otherwise.

4. Applicability. This Document Retention Policy applies to all physical records generated in the course of the Association's operation, including both original documents and reproductions. It also applies to electronic copies of documents. Any electronic files that fall under the scope of one of the document types on the Records Retention Schedule below will be maintained for the appropriate amount of time. Documents that are not listed on Exhibit "A", but are substantially similar to those listed in the Records Retention Schedule, should be retained for a similar length of time.

5. Definitions. The definitions contained in the Association's governing documents are hereby incorporated herein by reference.



IT IS FURTHER RESOLVED that this Document Retention Policy is effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on May 29, 2019, and has not been modified, rescinded or revoked.

DATE: 5/29/19


Secretary

EXHIBIT A – RECORD RETENTION SCHEDULE

A. GOVERNING DOCUMENTS

All copies of governing documents including but not limited to the Community Charter for Waterscape (the “Charter”), the Bylaws of Waterscape Homeowners Association, Inc. (the “Bylaws”), the Certificate of Formation of Waterscape Homeowners Association, Inc. (the “Articles”), Design Guidelines, any rules, regulations or resolutions of the Board of Directors, and any amendments and supplements thereto

Permanently

B. FINANCIAL RECORDS

Financial records, including each year’s budget, tax returns, audits of the Association’s financial books and records, copies of all bills paid by the Association or to be paid, the Association’s checkbooks and check registers

7 years

C. RECORDS OF OWNERS’ ACCOUNTS

Owners’ account records, including assessment account ledgers, architectural review records, violation records, records of fines and any disputes from the owner

5 years

D. CONTRACTS

Copies of the final, executed contracts with a term of 1 year or more entered into by the Association (and any related correspondence, including any proposal that resulted in the contract and all other supportive documentation)

4 years after expiration or termination

E. MEETING MINUTES

Minutes of Annual and Special Meetings of the Members, minutes of Board meetings, and minutes of committee meetings (if any)

7 years

WATERSCAPE HOMEOWNERS ASSOCIATION, INC.

DOCUMENT INSPECTION AND COPYING POLICY

WHEREAS, pursuant to Section 209.005(i) of the Texas Property Code, the Board of Directors of Waterscape Homeowners Association, Inc. (the "Association") is required to adopt a records production and copying policy that prescribes the costs the Association will charge for the compilation, production and reproduction of the Association's books and records.

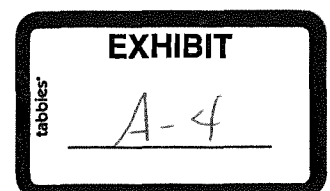
NOW, THEREFORE, IT IS RESOLVED, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following procedures and practices are established for the compilation, production and reproduction of the Association's books and records, and the same are to be known as the "Document Inspection and Copying Policy" of the Association (hereinafter the "Policy").

1. Purpose. The purpose of this Policy is to establish orderly procedures for the levying of fees and to notify owners of the costs to be incurred associated with the compilation, production and reproduction of the Association's books and records in response to an owner's request to inspect the Association's records.

2. Records Defined. The Association's books and records available for inspection and copying by owners are those records designated by Section 209.005 of the Texas Property Code. Pursuant to Section 209.005(d) of the Texas Property Code, an attorney's files relating to the Association, excluding invoices, are not records of the Association, are not subject to inspection by owners, or production in a legal proceeding. Further, pursuant to Section 209.005(k), the Association is not required to release or allow inspection of any books and records relating to an employee of the Association, or any books and records that identify the violation history, contact information (other than the address and/or financial information of an individual owner) absent the express written approval of the owner whose information is the subject of the request or a court order requiring disclosure of such information.

3. Individuals Authorized to Inspect Association's Records. Every owner of a Unit in the Association is entitled to inspect and copy the Association's books and records in compliance with the procedures set forth in this Policy. An owner may submit a designation in writing, signed by the owner, specifying such other individuals who are authorized to inspect the Association's books and records as the owner's agent, attorney, or certified public accountant. The owner and/or the owner's designated representative are referred to herein as the "Requesting Party."

4. Requests for Inspection or Copying. The Requesting Party seeking to inspect or copy the Association's books and records must submit a written request via certified mail to the Association at the mailing address of the Association or its managing agent as reflected on the Association's current management certificate. This address is subject to change upon notice to the owners, but the Association's current mailing address as of the adoption of this policy is:



Waterscape Homeowners Association, Inc.
c/o RTI/Community Management Associates, Inc.
1800 Preston Park Boulevard, Suite 240
Plano, TX 75093

The request must contain sufficient detail describing the requested Association's books and records, including pertinent dates, time periods or subjects sought to be inspected. The request must also specify whether the Requesting Party seeks to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records to the Requesting Party.

5. Inspection Response. If the Requesting Party elects to inspect the Association's books and records, the Association shall notify the Requesting Party within ten (10) business days after receiving the Requesting Party's request of the dates during normal business hours that the Requesting Party may inspect the requested books and records (the "Inspection Notice").

If the Association is unable to produce the requested books and records by the 10th business day after the date the Association receives the request, the Association must provide written notice to the Requesting Party (the "Inspection Delay Letter") that (1) the Association is unable to produce the information by the 10th business day after the date the Association received the request, and (2) state a date by which the information will be either sent or available for inspection that is not later than fifteen (15) days after the date of the Inspection Delay Letter.

6. Inspection Procedure. Any inspection shall take place at a mutually-agreed upon time during normal business hours. All inspections shall take place at the office of the Association's management company or such other location as the Association designates. No Requesting Party or other individual shall remove original records from the location where the inspection is taking place, nor alter the records in any way. All individuals inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association's or management company's office or the operation of any other office where the inspection or copying is taking place.

At such inspection, the Requesting Party may identify such books and records for the Association to copy and forward to the Requesting Party. The Association may produce all requested books and records in hard copy, electronic, or other format reasonably available to the Association.

7. Costs Associated with Compilation, Production and Reproduction. The costs associated with compiling, producing and reproducing the Association's books and records in response to a request to inspect or copy documents shall be as follows:

(a) Copy charges.

(1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$0.10 per

page or part of a page. Each side that contains recorded information is considered a page.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

- (A) Diskette--\$ 1.00;
- (B) Magnetic tape--actual cost
- (C) Data cartridge--actual cost;
- (D) Tape cartridge--actual cost;
- (E) Rewritable CD (CD-RW)--\$ 1.00;
- (F) Non-rewritable CD (CD-R)--\$ 1.00;
- (G) Digital video disc (DVD)--\$ 3.00;
- (H) JAZ drive--actual cost;
- (I) Other electronic media--actual cost;
- (J) VHS video cassette--\$ 2.50;
- (K) Audio cassette--\$ 1.00;
- (L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper)--\$0.50;
- (M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic)--actual cost.

(b) Labor charge for locating, compiling, manipulating data, and reproducing information.

(1) The charge for labor costs incurred in processing a request for information is \$15.00 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) When confidential information is mixed with non-confidential information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the information. A labor charge shall not be made for redacting confidential information for requests of fifty (50) or fewer pages.

(3) If the charge for providing a copy of information includes costs of labor, the Requesting Party may require that the Association provide a written statement as to the amount of time that was required to produce and provide the copy, signed by an officer of the Association. A charge may not be imposed for providing the written statement to the requestor.

(c) Overhead charge.

(1) Whenever any labor charge is applicable to a request, the Association may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Association chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges.

(2) An overhead charge shall not be made for requests for copies of fifty (50) or fewer pages of standard paper records.

(3) The overhead charge shall be computed at twenty percent (20%) of the charge made to cover any labor costs associated with a particular request (example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, \$15.00 x .20 = \$ 3.00).

(d) Postal and shipping charges. The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the Requesting Party.

8. Payment. Upon receipt of a request to inspect and/or copy documents, the Association may require the Requesting Party to pay the estimated costs associated with production and copying in advance. If the estimated cost of compilation, production and reproduction is different from the actual cost, the Association shall submit a final invoice to the owner on or before the 30th business day after the Association has produced and/or delivered the requested information. If the actual cost is greater than the estimated amount, the owner must pay the difference to the Association within thirty (30) business days after the date the invoice is sent to the owner, or the Association will add such additional charges as an assessment against the owner's property in the Association. If the actual cost is less than the estimated amount, the Association shall issue a refund to the owner within thirty (30) business days after the date the invoice is sent to the owner.

9. Definitions. The definitions contained in the Association's governing documents are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that this Document Inspection and Copying Policy is effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on May 29, 2019, and has not been modified, rescinded or revoked.

DATE: 5/29/19


Secretary

WATERSCAPE HOMEOWNERS ASSOCIATION, INC.

ALTERNATE PAYMENT PLAN POLICY

WHEREAS, pursuant to Section 209.0062 of the Texas Property Code, the Board of Directors of Waterscape Homeowners Association, Inc. (the "Association") is required to adopt reasonable guidelines regarding an alternate payment schedule in which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following guidelines and procedures are established for the establishment of an alternate payment schedule, and the same are to be known as the "Alternate Payment Plan Policy" of the Association (hereinafter the "Policy").

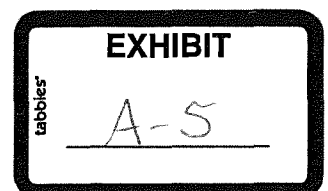
1. Purpose. The purpose of this Policy is to assist Owners in remedying delinquencies and remaining current on the payment of amounts owed to the Association by establishing orderly procedures by which Owners may make partial payments to the Association for amounts owed without accruing additional penalties.

2. Eligibility. To be eligible for a payment plan pursuant to the Association's alternate payment plan schedule, an Owner must meet the following criteria:

- a) The owner must currently be delinquent in the payment of regular assessments, special assessments, or any other amounts owed to the Association;
- b) The Owner must not have defaulted on a prior payment plan within the prior two year period; and
- c) The Owner must submit a signed payment plan as defined below, along with the Owner's initial payment to the address designated by the Association for correspondence.

3. Payment Plan Schedule/Guidelines. The Association hereby adopts the following alternate payment guidelines and makes the following payment plan schedule available to owners in order to make partial payments for delinquent amounts owed:

- a) Requirements of Payment Plan Request. Within 30 days of the date of the initial letter which informs the owner of the availability of a payment plan, an owner must submit a signed acceptance of the payment plan schedule described below to the Association's management company.



- b) Term. The term of the payment plan or schedule is six (6) months and the Owner must make an initial payment of ten percent (10%) of the total amount owed and remaining payments in equal monthly installments.
- c) Date of Partial Payments under Plan. The Owner must submit the first monthly installment payment under the plan contemporaneously with submission of the Owner's payment plan agreement which must be signed by the Owner. The Owner must make all additional monthly installments under the payment plan so that the payments are received by the Association no later than the first (1st) day of each month. The Owner may pay off, in full, the balance under the payment plan at any time. All payments must be received by the Association at the Association's designated mailing address or lock box for all payments. Payments may be made through auto draft bill payment, in check or certified funds, or by credit card (to the extent the Association is set up to receive payment by credit card).
- d) Correspondence. Any correspondence to the Association regarding the amount owed, the payment plan, or such similar correspondence must be sent to the address designated by the Association for correspondence. Such correspondence shall not be included with an Owner's payment.
- e) Amounts Coming Due During Plan. Owners are responsible for remaining current on all assessments and other charges coming due during the duration of the Owner's payment plan and must, therefore, timely submit payment to the Association for any amounts coming due during the duration of the Owner's payment plan.
- f) Additional Charges. An Owner's balance owed to the Association shall not accrue late fees or other monetary penalties (except interest) while such Owner is in compliance with a payment plan under the Association's alternate payment plan schedule. Owners in a payment plan are responsible for reasonable costs associated with administering the plan, and for interest on the unpaid balance, calculated at the highest rate allowed by the governing documents or by law. The costs of administering the plan and interest shall be included in calculating the total amount owed under the payment plan and will be included in the payment obligation. The costs of administering the payment plan may include a reasonable charge for preparation and creation of the plan, as well as a monthly monitoring fee of no less than \$5.00 per month.
- g) Other Payment Arrangements. At the discretion of the Board of Directors, and only for good cause demonstrated by an owner, the Association may accept payment arrangements offered by owners which are different from the above-cited guidelines, provided that the term of payments is no less than three (3) months nor larger than eighteen (18) months. The Association's acceptance of payment arrangements that are different from the approved payment plan

schedule/guidelines hereunder shall not be construed as a waiver of these guidelines nor authorize an owner to be granted a payment plan which differs from the one herein provided.

4. Default. If an Owner fails to timely submit payment in full of any installment payment (which installment payment must include the principal owed, the administration fees assessed to the plan and interest charges), or fails to timely pay any amount coming due during the duration of the plan, the Owner will be in default. If an Owner defaults under a payment plan, the Association may proceed with collection activity without further notice. If the Association elects to provide a notice of default, the Owner will be responsible for all fees and costs associated with the drafting and sending of such notice. In addition, the Owner is hereby on notice that he/she will be responsible for any and all costs, including attorney's fees, of any additional collection action which the Association pursues.

5. Board Discretion. Any Owner who is not eligible for a payment plan under the Association's alternate payment plan schedule may submit a written request to the Board for the Association to grant the Owner an alternate payment plan. Any such request must be directed to the person or entity currently handling the collection of the Owner's debt (i.e. the Association's management company or the Association's attorney). The decision to grant or deny an alternate payment plan, and the terms and conditions for any such plan, will be at the sole discretion of the Association's Board of Directors.

6. Definitions. The definitions contained in the Association's governing documents are hereby incorporated herein by reference.

7. Severability and Legal Interpretation. In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Policy shall be enforced as if such provision did not exist. Furthermore, the purpose of this policy is to satisfy the legal requirements of Section 209.0062 of the Texas Property Code. In the event that any provision of this Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law.

IT IS FURTHER RESOLVED that this Alternate Payment Plan Policy is effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on May 29, 2019, and has not been modified, rescinded or revoked.

DATE: 5/29/19


Secretary

WATERSCAPE HOMEOWNERS ASSOCIATION, INC.

EMAIL REGISTRATION POLICY

WHEREAS, pursuant to Section 209.0051(e) of the Texas Property Code, the Board of Directors of Waterscape Homeowners Association, Inc. (the "Association") is permitted to send notice of Board meetings to the members via e-mail to each owner who has registered an e-mail address with the Association; and

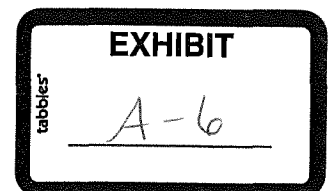
WHEREAS, pursuant to Section 209.0051(f) of the Texas Property Code, it is an owner's duty to keep an updated e-mail address registered with the Association.

NOW, THEREFORE, IT IS RESOLVED, the following procedures and practices are established for the registration of e-mail addresses with the Association, and the same are to be known as the "Email Registration Policy" of the Association.

1. Purpose. The purpose of this Email Registration Policy is to ensure that each owner receives proper notice of regular and special Board meetings of the Association pursuant to Section 209.0051(e) of the Texas Property Code. This Email Registration Policy is also intended to provide the Association with a method to verify the identity of owners who cast electronic ballots in elections via e-mail.

2. Registration. Each owner is responsible to register his or her e-mail address with the Association if he/she desires to receive email notifications of meetings, and it is the owner's responsibility to keep his or her registered e-mail address up-to-date and accurate. An owner may register his or her e-mail address by submitting a request to register or change his or her e-mail address to the Association's property manager via e-mail, mail, or facsimile. Alternatively, the Association may allow an owner to register his or her e-mail address through a form on the Association's website, if any. Please allow seven (7) business days from submission of an e-mail address for the Association to update its records. Please note, correspondence to the Association and/or its property manager from an email address for any other purpose other than an express statement to register an email address is not sufficient to register such email address with the Association.

3. Failure to Register. In the event an owner fails to register an accurate e-mail address with the Association, the owner may not receive e-mail notification of regular and special Board meetings. Also, the Association may use an owner's registered e-mail address for purposes of verifying the owner's identity for electronic voting. If an owner fails to register an e-mail address with the Association or submits an electronic ballot from an e-mail address other than the e-mail address registered with the Association, such owner's electronic ballot may not be counted. The Association has no obligation to actively seek out a current e-mail address for each owner. In addition, the Association has no obligation to investigate or obtain an updated e-mail address for owners whose current registered e-mail address is returning an e-mail delivery failure message/ undcliverable message.




4. Definitions. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that this Email Registration Policy is effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on May 29, 2019, and has not been modified, rescinded or revoked.

DATE: 5/29/19


Secretary

WATERSCAPE HOMEOWNERS ASSOCIATION, INC.

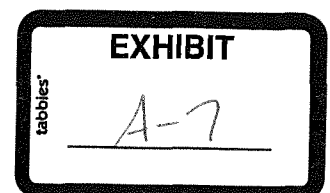
RAINWATER COLLECTION DEVICE GUIDELINES

WHEREAS, the Texas Legislature passed House Bill 3391 which amends Section 202.007(d) of the Texas Property Code which precludes associations from adopting or enforcing certain prohibitions or restrictions on rain barrels and rainwater harvesting systems; and

WHEREAS, pursuant to Section 202.007(d) of the Texas Property Code, the Board of Directors of Waterscape Homeowners Association, Inc. (the "Association") is permitted to adopt specific limitations on rain barrels and rainwater harvesting systems.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.007(d) of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for rain barrels and rainwater harvesting systems.

- A. An owner may not install a rain barrel or rainwater harvesting system if:
1. such device is to be installed in or on property:
 - (a) owned by the Association;
 - (b) owned in common by the members of the Association; or
 - (c) located between the front of the owner's home and an adjoining or adjacent street; or
 2. the barrel or system:
 - (a) is of a color other than green, brown or black; or
 - (b) displays any language or other content that is not typically displayed by such a barrel or system as it is manufactured.
- B. In order to enforce these regulations, an owner must receive written approval from the Architectural Review Committee prior to installing any rain barrel or rainwater harvesting system. Accordingly, prior to installation, an owner must submit plans and specifications to and receive the written approval of the Architectural Review Committee.
- C. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.
- D. In the event of any conflict between the new law cited above and any restrictions contained in any governing document of the Association, including design guidelines, policies and the Declaration, the new law and these Rainwater Collection Device Guidelines control.

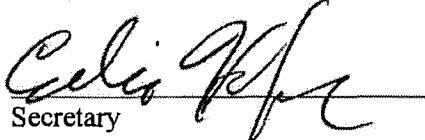


IT IS FURTHER RESOLVED that these Rainwater Collection Device Guidelines are effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on May 29, 2019, and has not been modified, rescinded or revoked.

DATE:

5/29/19


Secretary

WATERSCAPE HOMEOWNERS ASSOCIATION, INC.

ROOFING MATERIALS GUIDELINES

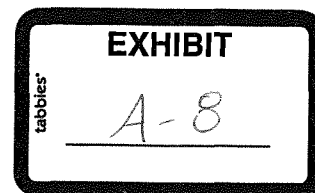
WHEREAS, the Texas Legislature passed House Bill 362 which amends Chapter 202 of the Texas Property Code by adding Section 202.011 which precludes associations from adopting or enforcing a prohibition or restriction on certain roofing materials; and

WHEREAS, pursuant to Section 202.011 of the Texas Property Code, the Board of Directors of Waterscape Homeowners Association, Inc. (the "Association") is permitted to adopt specific limitations on certain roofing materials; and

WHEREAS, Article 2.0, Section 2.3 of the Waterscape Design Criteria and Construction Guidelines contains a restriction related to roofing materials which is inconsistent with Section 202.011 of the Texas Property Code.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.011 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for certain roofing materials.

- A. The Association shall not prohibit an owner who is otherwise authorized to install shingles on the roof of the owner's Unit from installing shingles that:
 1. are designed to:
 - (a) be wind and hail resistant;
 - (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles;
 - (c) provide solar generation capabilities; and
 2. when installed:
 - (a) resemble the shingles used or otherwise authorized for use on property in the subdivision;
 - (b) are more durable than and are of equal or superior quality to the shingles described by subsection (a) above; and
 - (c) match the aesthetics of the property surrounding the owner's property.
- B. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.
- C. In the event of any conflict between these provisions and any roofing material restrictions contained in any governing document of the Association, including design guidelines, policies and the Declaration, these Roofing Materials Guidelines control.



IT IS FURTHER RESOLVED that these Roofing Materials Guidelines are effective upon adoption and recordation hercof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on May 29, 2019, and has not been modified, rescinded or revoked.

DATE: 5/29/19


Secretary

WATERSCAPE HOMEOWNERS ASSOCIATION, INC.

FLAG DISPLAY GUIDELINES

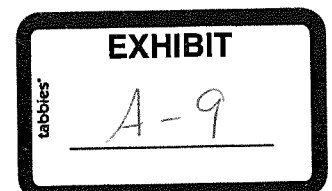
WHEREAS, the Texas Legislature passed House Bill 2779 which amends Chapter 202 of the Texas Property Code by adding Section 202.012 which precludes associations from adopting or enforcing a prohibition or restriction on certain flag displays; and

WHEREAS, pursuant to Section 202.012 of the Texas Property Code, Waterscape Homeowners Association, Inc. (the "Association") is permitted to adopt specific limitations on certain flag displays; and

WHEREAS, Article 7, Section 7.3(b) of the Community Charter for Waterscape further authorizes the Board to make Rules governing flag displays.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.012 of the Texas Property Code, the Board of Directors of Association adopts the following guidelines for flag displays.

- A. An owner or resident may display:
 - 1. the flag of the United States of America;
 - 2. the flag of the State of Texas; or
 - 3. an official or replica flag of any branch of the United States armed forces.
- B. An owner may only display a flag in A. above if such display meets the following criteria:
 - 1. a flag of the United States must be displayed in accordance with 4 U.S. C. Sections 5-10;
 - 2. a flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
 - 3. a flagpole attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;
 - 4. the display of a flag or the location and construction of the supporting flagpole must comply with applicable zoning ordinances, easements and setbacks of record;
 - 5. a displayed flag and the flagpole on which it is flown must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;
- C. The Association hereby adopts the following additional restrictions on the display of flags on an owner's lot:



1. an owner may not install a flagpole which is greater than twenty feet (20') in height;
 2. an owner may not install more than one flagpole on the owner's Unit;
 3. any flag displayed must not be greater than 3' x 5' in size;
 4. an owner may not install lights to illuminate a displayed flag which, due to their size, location or intensity, constitute a nuisance;
 5. an owner may not locate a displayed flag or flagpole on property that is:
 - (a) owned or maintained by the Association; or
 - (b) owned in common by the members of the Association.
- D. Prior to erecting or installing a flag and/or flag pole, an owner must first submit plans and specifications to and receive the written approval of the Association's Architectural Review Committee. The plans and specifications must show the proposed location, material, size and type of such flag and flagpole (and all parts thereof, including any lights to illuminate a displayed flag).
- E. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that these Flag Display Guidelines are effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on May 29, 2019, and has not been modified, rescinded or revoked.

DATE: 5/29/19


Secretary

WATERSCAPE HOMEOWNERS ASSOCIATION, INC.

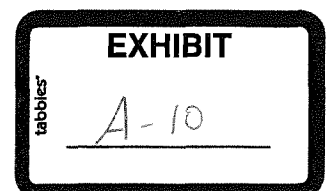
RELIGIOUS ITEM DISPLAY GUIDELINES

WHEREAS, the Texas Legislature passed House Bill 1278 which amends Chapter 202 of the Texas Property Code by adding Section 202.018 which precludes associations from adopting or enforcing a restrictive covenant which governs an owner's or resident's right to display or affix on the entry to the owner's or resident's dwelling one or more religious items the display of which is motivated by the owner's or resident's sincere religious belief; and

WHEREAS, pursuant to Section 202.018(b) of the Texas Property Code, the Board of Directors of Waterscape Homeowners Association, Inc. (the "Association") is permitted to adopt certain limitations on the display of religious items.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.018 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines to govern the display of religious symbols.

- A. An owner or resident may not display or affix a religious item on the entry to the owner or resident's dwelling which:
1. threatens the public health or safety;
 2. violates a law;
 3. contains language, graphics, or any display that is patently offensive to a passerby;
 4. is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling; or
 5. individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size of greater than 25 square inches;
- B. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.
- C. In the event of any conflict between Section 202.018(b) of the Texas Property Code and any restrictions contained in any governing document of the Association, including design guidelines, policies and the Declaration, Section 202.018(b) and these Religious Item Display Guidelines control.



IT IS FURTHER RESOLVED that these Religious Item Display Guidelines are effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on May 29, 2019, and has not been modified, rescinded or revoked.

DATE: 5/28/19


Secretary

WATERSCAPE HOMEOWNERS ASSOCIATION, INC.

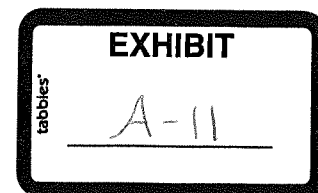
XERISCAPING GUIDELINES

WHEREAS, Section 202.007(a) of the Texas Property Code precludes associations from adopting or enforcing certain prohibitions or restrictions on using drought-resistant landscaping or water-conserving natural turf; and

WHEREAS, pursuant to Section 202.007(d) of the Texas Property Code, the Board of Directors of Waterscape Homeowners Association, Inc. (the "Association") is permitted to adopt specific limitations and requirements relating to landscaping and xeriscaping.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.007 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for landscaping and xeriscaping.

- A. Owners must receive written approval from the Architectural Review Committee prior to planting any drought-resistant landscaping or water-conserving natural turf. Accordingly, prior to such modification, an owner must submit plans and specifications to and receive the written approval of the Board or architectural committee. The plans and specifications must show the proposed location and plant material to be installed.
 - 1. The Association will not unreasonably deny or withhold approval of such modification.
 - 2. In reviewing the plans, the Association may consider the harmony of the modification in light of the appearance of other property in the community, but will not unreasonably determine that the proposed installation is aesthetically incompatible with other landscaping in the community.
- B. Owners may install drought-resistant landscaping and water-conserving natural turf. However, any artificial grass or other synthetic landscaping material is prohibited (i.e. "AstroTurf").
- C. An owner may not install gravel, rocks or cacti on any portion of the owner's Unit which is visible from any public space, Common Area or any adjoining Unit without prior approval of the Board or the Association's Architectural Review Committee.
- D. The Association may restrict the type of turf used by an owner in the planting of new turf to encourage or require water-conserving turf.
- E. The installation of drought-resistant landscaping or water-conserving natural turf does not relieve the Owner of the yard and landscaping maintenance restrictions contained in the Association's governing documents, including the Declaration and any rules or regulations adopted by the Board.
- F. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.



G. In the event of any conflict between the new law cited above and any restrictions contained in any governing document of the Association, including design guidelines, policies and the Declaration, the new law and these Xeriscaping Guidelines control.

IT IS FURTHER RESOLVED that these Xeriscaping Guidelines are effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on May 29, 2019, and has not been modified, rescinded or revoked.

DATE: 5/29/19


Secretary

WATERSCAPE HOMEOWNERS ASSOCIATION, INC.

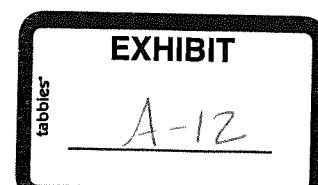
STANDBY ELECTRIC GENERATOR GUIDELINES

WHEREAS, the Texas Legislature passed House Bill 939 which amends Chapter 202 of the Texas Property Code by adding Section 202.019 which precludes associations from adopting or enforcing a complete prohibition on permanently installed standby electric generators; and

WHEREAS, pursuant to Section 202.019 of the Texas Property Code, the Board of Directors of Waterscape Homeowners Association, Inc. (the "Association") is permitted to adopt certain limitations on standby electric generators.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.012 of the Texas Property Code, the Board of Directors hereby repeals any and all prior restrictions on standby electric generators contained in any governing document of the Association which are inconsistent with the new law, and adopts the following guidelines to govern standby electric generators.

- A. All installations of standby electric generators must be approved prior to installation by the Association's Architectural Review Committee. If the proposed installation meets or exceeds the requirements in Section B below, such installation will be approved.
- B. An owner may only install a standby electric generator if such installation and device comply with the following requirements:
 1. All standby electric generators must be installed and maintained in compliance with both:
 - a. the manufacturer's specifications; and
 - b. applicable governmental health, safety, electrical and building codes;
 2. All electrical, plumbing and fuel line connections must be installed by licensed contractors;
 3. All electrical connections must be installed in accordance with applicable governmental health, safety, electrical and building codes;
 4. All natural gas, diesel fuel, biodiesel fuel or hydrogen fuel line connections must be installed in accordance with applicable governmental health, safety, electrical and building codes;
 5. All liquefied petroleum gas fuel line connections must be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical and building codes;



6. Nonintegral standby electric generator fuel tanks must be installed and maintained to comply with applicable municipal zoning ordinances and governmental health, safety, electrical and building codes;
 7. The standby electric generator and its electrical lines and fuel lines must be maintained in good condition;
 8. Owners must timely repair, replace or remove any deteriorated or unsafe component of a standby electric generator, including electrical or fuel lines; or
 9. A standby electric generator must be screened from view if the generator is:
 - a. visible from the street faced by the dwelling;
 - b. located in an unfenced side or rear yard of a residence and is visible either from an adjoining residence or from adjoining property owned by the Association; or
 - c. located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the Association;
 10. All standby electric generators must be installed in the side or rear yard of a residence and may not be installed in the front yard of a residence or closer to the street than the corner of the residence located nearest the standby electric generator, unless such location will:
 - a. increase the cost of installing the standby electric generator by more than ten (10%); or
 - b. increase the cost of installing and connecting the electrical and fuel lines for the standby electric generator by more than twenty percent (20%);
 11. Standby electric generators may not be installed on property that is:
 - a. owned or maintained by the Association; or
 - b. owned in common by the Association's members.
- C. Periodic testing of standby electric generators may be performed between the hours of 8:00 a.m. and 6:00 p.m., or at such other time as may be approved by the Board of Directors in accordance with the manufacturer's recommendations.
- D. Standby electric generators may not generate all or substantially all of the electrical power to a residence, except when utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility services to the residence.
- E. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that these Standby Electric Generator Guidelines are effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on May 29, 2019, and has not been modified, rescinded or revoked.

DATE: 5/29/19


Secretary

Electronically Filed and Recorded
Official Public Records
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Rockwall County, Texas
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