

Kaufman County  
Laura Hughes  
County Clerk

Instrument Number: 2021-0048145

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FILED AND RECORDED – REAL RECORDS	CLERKS COMMENTS
<b>On:</b> 11/22/2021 at 12:39 PM <b>Document Number:</b> <u>2021-0048145</u> <b>Receipt No:</b> <u>21-38836</u> <b>Amount:</b> \$ <u>150.00</u> <b>Vol/Pg:</b> <u>V:7336 P:229</u>	E-RECORDING



STATE OF TEXAS  
COUNTY OF KAUFMAN

I hereby certify that this instrument was filed on the date and time stamped hereon by me  
and was duly recorded in the Official Public Records of Kaufman County, Texas.

*Laura A. Hughes*

Laura Hughes, County Clerk

Recorded By: Ashley Kirby, Deputy

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED  
REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER  
FEDERAL LAW.

**Record and Return To:**

SILVER STAR TITLE, LLC DBA SENDERA TITLE  
1409 SUMMIT AVENUE  
FORT WORTH, TX 76102



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

AFTER RECORDING, RETURN TO:  
Travis Ranch Property Owners Association, Inc.  
c/o Essex Association Management, L.P.  
Attention: Ron Corcoran  
1512 Crescent Drive, Suite 112  
Carrollton, Texas 75006

**STATE OF TEXAS                   §**  
  **§**  
**COUNTY OF KAUFMAN         §**

**AMENDMENT AND SUPPLEMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR TRAVIS RANCH**  
*(Travis Ranch Marina Property)*

THIS AMENDMENT AND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRAVIS RANCH (this "Supplement") is made effective as of May 10<sup>th</sup>, 2021 (the "Effective Date"), by CTMGT Travis Ranch LLC, a Texas limited liability company ("Declarant"), and joined by the Fee Owners (as hereinafter defined).

**PRELIMINARY STATEMENTS**

A. On December 17, 2004, Travis Ranch Development, L.P., a Texas limited partnership (the "Prior Declarant") executed that certain Declaration of Covenants, Conditions and Restrictions for Travis Ranch recorded on January 4, 2005, as Document No. 00028654, and in Volume 2562, Page 351, of the Official Public Records of Kaufman County, Texas, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Travis Ranch dated June 8, 2005, recorded on June 21, 2005, as Document No. 00012389, and in Volume 2663, Page 122, of the Official Public Records of Kaufman County, Texas, as further amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Travis Ranch recorded on October 20, 2005, as Document No. 00023324, and in Volume 2751, Page 577, of the Official Public Records of Kaufman County, Texas, as further amended by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Travis Ranch recorded on March 6, 2006, in Volume 2835, Page 489, of the Official Public Records of Kaufman County, Texas, as supplemented pursuant to that certain Supplemental Declaration of Covenants, Conditions and Restriction for Travis Ranch dated March 6, 2006, recorded in Volume 2835, Page 449, of the Official Public Records of Kaufman County, Texas, as further amended by that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Travis Ranch recorded on April 30, 2007, in Volume 3045, Page 127, of the Official Public Records of Kaufman County, Texas, as further amended by that certain Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Travis Ranch incorrectly named "Third Amendment to Declaration of Covenants, Conditions and Restrictions for Travis Ranch" executed by Declarant, as successor in interest to Prior Declarant, as recorded on March 27, 2017, as Document No. 2017-0006445, and in Volume 5296, Page 518, of the Official Public Records of Kaufman County, Texas, as further amended by that certain Sixth

Amendment to Declaration of Covenants, Conditions and Restrictions for Travis Ranch recorded on April 19, 2019, as Document No. 2019-0009310, and in Volume 5995, Page 336, of the Official Public Records of Kaufman County, Texas, as further amended by that certain Amendment and Supplement to Declaration of Covenants, Conditions and Restrictions for Travis Ranch (Travis Ranch Marina Phase 2 and Boulevard Tracts) recorded on November 9, 2020 as Document No. 2020-0035408, and in Volume 6677, Page 492, of the Official Public Records of Kaufman County, Texas, as further amended by that certain Amendment and Supplement to Declaration of Covenants, Conditions and Restrictions for Travis Ranch (Travis Ranch Marina Phase 3) recorded on February 4, 2021 as Document No. 2021-0004904, and in Volume 6823, Page 527, of the Official Public Records of Kaufman County, Texas, and as further amended by that certain Correction Amendment and Supplement to Declaration of Covenants, Conditions and Restrictions for Travis Ranch (Fieldcrest Property) recorded on March 17, 2021 as Document No. 2021-0010165, and in Volume 6886, Page 481, of the Official Public Records of Kaufman County, Texas (as modified, amended and supplemented, and as may hereinafter be modified, amended or supplemented, the "Declaration").

B. Declarant holds all Declarant rights reserved under the Declaration and holds at least two-thirds of the total allocated votes of members of the Association, and pursuant to its rights as Declarant and holder of such two-thirds of the total allocated votes under the Declaration, including, without limitation, Section B.3.9 of Appendix B of the Declaration, Declarant desires to amend and modify certain covenants, conditions and restrictions set forth in the Declaration, as more specifically provided in this Supplement.

C. D.R. HORTON-TEXAS, LTD., a Texas limited partnership ("Horton"), and TRAVIS RANCH MARINA, LLC, a Texas limited liability company ("Travis Ranch Marina"), together with the undersigned owners (collectively, the "Fee Owners") of a fee interest in any of the platted residential lots located within the real property described on Exhibit A attached hereto and incorporated herein by reference (the "Travis Ranch Marina Property") are all of the owners of fee title to the Travis Ranch Marina Property.

D. Declarant and Fee Owners desire to annex the Travis Ranch Marina Property into the Property subject to the Declaration, and execute and record this Supplement as evidence of their approval of inclusion and annexation of the Travis Ranch Marina Property into the Property subject to the Declaration pursuant to Declarant's rights under the Declaration, including, without limitation, Section B.3.9 of Appendix B of the Declaration. Each of the Fee Owners desires to join in this Supplement as an "Owner" of its respective portion of the Travis Ranch Marina Property to acknowledge, agree and approve of encumbering its respective portion of the Travis Ranch Marina Property by the Declaration, as modified, amended and supplemented by this Supplement.

E. The Travis Ranch Marina Property was previously subject to Declaration of Covenants, Conditions and Restriction for Travis Ranch Marina recorded on April 6, 2018 under Document No. 2018-0008167, and Volume 5638, Page 262, of the Official Public Records of Kaufman County, Texas, as modified and amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Travis Ranch Marina recorded on May 7, 2018 under Document No. 2018-0010759 and Volume 5667, Page 303, of the Official Public Records of Kaufman County, Texas (the "Travis Ranch Marina CCRs"), which Travis Ranch Marina CCRs have been terminated by that certain Amendment, Release, and Termination of Declaration of

Covenants, Conditions, and Restrictions for Travis Ranch Marina recorded on November 10, 2021 under Document No. 2021-0046493, and Volume 7317, Page 445, Official Public Records of Kaufman County, Texas, and which Homeowners' Association of Travis Ranch Marina, Inc. has been or will be merged into the Travis Ranch Property Owners Association, Inc.

F. Declarant and Fee Owners intend that the Travis Ranch Marina Property be considered Property for purposes of this Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of the Declaration will apply to the Travis Ranch Marina Property, and Declarant desires to amend the Declaration to include such Travis Ranch Marina Property within the Property, subject to the terms of this Supplement.

G. The Declarant and Fee Owners also intend that the Declaration be modified and amended with respect to the Travis Ranch Marina Property to, among other things, subject the Travis Ranch Marina Property to the Travis Ranch Marina Design Guidelines (as hereinafter defined), subject to the provisions of this Supplement and to establish certain Common Areas exclusive to the Travis Ranch Marina Property (the "Travis Ranch Marina Common Area") and additional assessments for the maintenance, repair and operation of the Travis Ranch Marina Common Area so established (the "Travis Ranch Marina Additional Assessment").

H. As of the date of this Supplement, the Development Period (as defined in the Declaration) has not yet expired, and the Declarant and Fee Owners each desire to modify and amend the Declaration in accordance with its rights under the Declaration, including, without limitation, Section B.3.9 of Appendix B of the Declaration.

NOW, THEREFORE, Declarant, with joinder of the Fee Owners, does hereby adopt this Supplement as follows:

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

2. Travis Ranch Marina Property Subject to Declaration. In accordance with the provisions of the Declaration, including, without limitation, Section B.3.9 of Appendix B of the Declaration, the Declarant, with joinder of the Fee Owners, does hereby amend the Declaration to include the Travis Ranch Marina Property as part of the Property subject to the Declaration, with such Travis Ranch Marina Property developed or to be developed as Lots and/or Common Area, in accordance with a Plat approved and recorded or to be recorded in the map/plat records of Kaufman County, Texas; provided, however, there is hereby established for the specific and exclusive use and enjoyment of Members owning Lots within the Travis Ranch Marina Property the Travis Ranch Marina Common Area described and/or depicted on Exhibit C attached hereto. Each Lot within the Travis Ranch Marina Property shall be subject to an additional Travis Ranch Marina Additional Assessment initially in the amount of \$75.00 and No/100 Dollars per Lot annually, subject to adjustment in the same manner as Regular Assessments may be adjusted under the terms of the Declaration. In this regard, the Declarant, with joinder of the Fee Owners, hereby adopts, establishes and imposes the covenants, conditions, restrictions, assessments, easements, liens and charges of the Declaration, including, without limitation, the Travis Ranch Marina Additional Assessment established hereby, as they apply to Lots and Common Areas upon the Travis Ranch Marina Property, and declares that Travis Ranch Marina Property and all portions

thereof are and shall be developed, held, used, sold, and conveyed subject to the provisions of the Declaration, as may be modified or amended herein and hereafter from time to time, and all such covenants, conditions, restrictions, assessments, easements, liens and charges as set forth in the Declaration with respect to Travis Ranch Marina Property as set forth in this Supplement. All of the provisions of the Declaration, as amended shall apply to the Travis Ranch Marina Property with the same force and effect as if such Travis Ranch Marina Property was originally included in the Declaration as part of the Initial Property, and the total number of Lots under the Declaration increased accordingly. **Exhibit A** attached to the Declaration is hereby modified and amended to add to the land originally described on such **Exhibit A** of the Declaration, the Travis Ranch Marina Property described on **Exhibit A** attached hereto as if same was originally included in the Declaration.

3. **Travis Ranch Marina Property Construction and Design Guidelines**. For all purposes of the Declaration, as of the Effective Date, the construction and design guidelines applicable to Lots within the Travis Ranch Marina Property, and the Travis Ranch Marina Property only, shall be as set forth in the construction and design guidelines provided on **Exhibit B** attached hereto and incorporated herein by reference (the "**Travis Ranch Marina Design Guidelines**"), as if same was originally included in the Declaration with respect to the Travis Ranch Marina Property only. In the event of a conflict between the provisions of the Travis Ranch Marina Design Guidelines and the Declaration regarding construction and design of dwellings or other improvements on the Lots within the Travis Ranch Marina Property, the Travis Ranch Marina Design Guidelines shall control. Notwithstanding the foregoing, capitalized words and terms used in the Travis Ranch Marina Design Guidelines shall have the meanings ascribed to them in the Declaration as modified and amended hereby, where applicable, except for the capitalized words and terms set forth below which shall have the meanings ascribed to them herein:

"**ARC**" OR "**ARB**" OR "**NCC**" as such terms are used in the Travis Ranch Marina Design Guidelines shall mean and refer to the Architectural Reviewer and/or Reviewer as defined in the Declaration;

"**Board of Directors**" as such term is used in the Travis Ranch Marina Design Guidelines shall mean and refer to the Board, as defined in the Declaration;

"**Design Guidelines**" or "**Guidelines**" as such term is used in the Travis Ranch Marina Design Guidelines shall mean and refer to and refers to **Exhibit B** attached hereto applicable to the Travis Ranch Marina Property;

"**Forney Final Plat**" the **Final Plat of Travis Ranch South Forney** recorded on September 9, 2020 under Instrument No. 2020-0027009, and in Volume 6580, Page 288, of the Official Public Records of Kaufman County, Texas, and in Cabinet 3, Slide 635, of the map/plat records of Kaufman County, Texas.

"**Mesquite Final Plat**" means the **Final Plat of Travis Ranch South Mesquite** recorded on September 23, 2020, under Instrument No. 2020-0028889, and in Volume 6602, Page 61, of the Official Public Records of Kaufman County, Texas, and in Cabinet 3, Slide 645, of the map/plat records of Kaufman County, Texas.

"Residence" as such term is used in the Travis Ranch Marina Design Guidelines shall mean and refer to any dwelling built on a residential Lot within the Travis Ranch Marina Property;

"Special Group Assessment" as such term is used in the Travis Ranch Marina Design Guidelines shall mean and refer to any Assessment due from an Owner or group of Owners in accordance with Section 7.8.4 of the Declaration; and

"Subdivision" means any subdivision of land within the Land within the Travis Ranch Marina Property created by the filing of a map or plat thereof in the Deed and Plat Records of Kaufman County, Texas, as such plat may be modified and amended from time-to-time.

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

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

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

7. Travis Ranch Marina Property Notices. The following terms and notices apply to the Travis Ranch Marina Property:

(a) **Notice of MUD.** Declarant anticipates that every portion of the Travis Ranch Marina Property will be in one planned municipal utility district (a "MUD"), which shall be Kaufman County MUD No. 5. The purpose of a MUD is to provide water, sewer, drainage, or flood control facilities and services within the MUD through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of a Lot, and these utility facilities are owned or to be owned by the applicable MUD. A MUD has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. A MUD has authority to adopt and impose a standby fee on property in the district

that has water, sewer, or drainage facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The MUD may exercise the authority without holding an election on the matter. An unpaid standby fee is a personal obligation to the person that owned the property at the time of imposition and is secured by a lien on the property. The MUD is located in whole or in part in the extraterritorial jurisdiction of a city which, by law, may annex the MUD without the consent of the MUD or the MUD voters. When a MUD is annexed, the MUD is dissolved.

(b) **Notice of ETJ.** The Travis Ranch Marina Property is located in whole or in part outside the limits of a municipality, but within the extraterritorial jurisdiction (the "ETJ") of one or more cities, which means the Travis Ranch Marina Property may be subject to annexation by a city. The Travis Ranch Marina Property is located in whole or in part within the ETJ of the City of Mesquite and the City of Forney, Texas.

(c) **Mineral Rights.** Some or all of the Travis Ranch Marina Property is or may be subject to one or more reservations of oil, gas, or mineral rights in favor of one or more previous owners of the property, pursuant to one or more deeds recorded in the County's Public Records, including, but not limited to, rights to all oil, gas, or other minerals lying on, in, or under the property and surface rights of ingress and egress. An instrument conveying or reserving a mineral interest recorded prior to this Supplement is a superior interest in the property and is not affected by any provision to the contrary in this Supplement. By accepting title to or interest in a Lot, every Owner of a Lot within the Travis Ranch Marina Property acknowledges the existence of the mineral rights or reservations that are publicly recorded and the attendant rights in favor of the owner of the mineral interest. However, to the extent any Owner becomes an owner of a mineral interest, such Owner hereby irrevocably waives in perpetuity, on behalf of itself and its successors and assigns, any right such mineral interest owner or its successor and assigns has to use the surface of the property for the exploration of oil, gas, and other minerals, together with the right to use any portion of the surface of the property for ingress or egress for such purposes.

8. **No Other Effect.** Except as expressly amended by this Supplement, the terms and provisions of the Declaration and are not amended, modified or supplemented, and the Declaration and, as amended hereby, are hereby supplemented and amended by the Declarant and the Travis Ranch Marina Property is hereby affected by and included in the Property affected by such Declaration as set forth herein.

9. **Severability.** Invalidation of anyone provision of this Supplement by judgment or court order shall in no way affect any other provision of this Supplement or the remainder of this Supplement which shall remain in full force and effect. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Supplement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

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

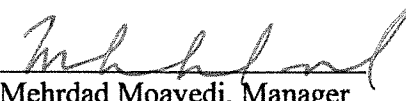
REMAINDER OF PAGE LEFT BLANK - SIGNATURE PAGE FOLLOWS

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

**DECLARANT:**

CTMGT TRAVIS RANCH LLC,  
a Texas limited liability company

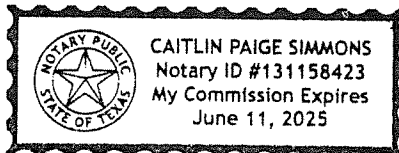
By: CTMGT LLC,  
a Texas limited liability company,  
its Authorized Member

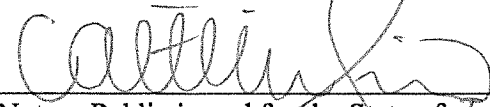
By:   
Mehrdad Moayed, Manager

STATE OF TEXAS §  
§  
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Mehrdad Moayed, Manager, CTMGT LLC, a Texas limited liability company, Authorized Member of CTMGT Travis Ranch, LLC, a Texas limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed, and as the act and deed of said entities, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15 day of November, 2021.



  
Notary Public in and for the State of TEXAS  
My Commission Expires: June 11 2025

[ADDITIONAL SIGNATURE PAGE FOR MM TR SOUTH FOLLOWS]



**THE FOREGOING SUPPLEMENT IS HEREBY JOINED BY AND ACKNOWLEDGED,  
AGREED TO AND ACCEPTED BY:**

TRAVIS RANCH MARINA, LLC,  
a Texas limited liability company

By: [Signature]  
RL Lemke, Director

STATE OF TEXAS                   §  
   §  
COUNTY OF Dallas           §

BEFORE ME, the undersigned authority, on this day personally appeared RL Lemke, Director of TRAVIS RANCH MARINA, LLC, a Texas limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed, and as the act and deed of said entity, and in the capacity therein stated.

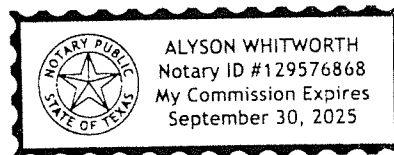
GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 17<sup>th</sup> day of  
November, 2021.

[Signature]  
Notary Public, State of Texas

My Commission Expires:  
09/30/2025

Alyson Whitworth  
Printed Name of Notary Public

[ADDITIONAL SIGNATURE PAGE FOR D.R. HORTON - TEXAS, LTD. FOLLOWS]



**HORTON:**

D.R. HORTON - TEXAS, LTD.,  
a Texas limited partnership

By: D.R. HORTON, INC.,  
a Delaware corporation,  
its authorized agent

By: *David L Booth*

Name: *David L Booth*

Title: *Asst VP*

THE STATE OF TEXAS §  
COUNTY OF *Dallas* §

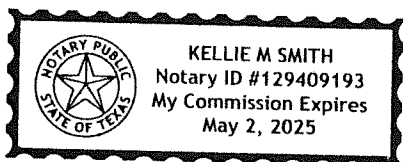
BEFORE ME, the undersigned authority, on this day personally appeared *David Booth*, *ASST. VP* of D.R. HORTON, INC., a Delaware corporation, authorized agent of D.R. HORTON - TEXAS, LTD., a Texas limited partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed, and as the act and deed of said entity, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this *12<sup>th</sup>* day of *November*, 2021.

*Kellie Smith*  
Notary Public, State of Texas

My Commission Expires:  
*5-2-2025*

*Kellie Smith*  
Printed Name of Notary Public



**EXHIBIT A**

**LEGAL DESCRIPTION OF THE TRAVIS RANCH MARINA PROPERTY**

All of Lots 1 through 77, inclusive, located within the Final Plat, Travis Ranch Marina Lots, recorded on July 24, 2018 under Instrument No. 2018-0017995, in the Official Public Records of Kaufman County, Texas, and the land reflected on such plat being all of the land described by metes and bounds as follows:

*[metes and bounds legal description follows this page]*

**OWNER'S CERTIFICATE**

**STATE OF TEXAS TEXAS )(**

**COUNTY OF KAUFMAN )(**

**BEING** a 13.033 acre tract of land situated in the Extra Territorial Jurisdiction of the City of Dallas, Kaufman County, Texas, being a part of William Briscoe Survey, Abstract Number 39, and the George R. Paschal Survey, Abstract Number 404, being a part of the 51.343 acre tract of land in a special warranty deed to Travis Ranch Marina, LLC of record in Volume 4978, Page 356 of the Official Public Records, Kaufman County, Texas, and being a part of the 50.012 acre tract of land in a special warranty deed to Travis Ranch Marina, LLC of record in Volume 4978, Page 493, of said Official Public Records, said 13.033 acre tract being more particularly described as follows:

**COMMENCING** at a concrete monument for the northeast corner of Canfield Subdivision an addition to the City of Dallas, by deed of record in Volume 5, Page 14 of the Deed Records of Kaufman County, Texas, being in a south line of said called 471.302 acre tract of land;

**THENCE** South 86 degrees 25 minutes 04 seconds West, with said south line, a distance of 306.23 feet to the northwest corner of said Canfield Subdivision, being the northeast corner of a tract of land conveyed to the City of Dallas by deed of record in Volume 473, Page 180 of said records, same being a point in said south line;

**THENCE** South 86 degrees 38 minutes 43 seconds West, continuing along said south line, a distance of 123.56 feet to a set 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS" for the southeast corner of the herein described tract and the **TRUE POINT-OF- BEGINNING**;

**THENCE** South 86 degrees 40 minutes 02 seconds West, continuing along said south line a distance of 335.58 feet to a concrete monument found at the most south, southwest corner of herein described tract;

**THENCE** departing said south line and along and with the common east line of said City of Dallas tract and west line of said 471.302 acre tract the following courses and distances:

North 72 degrees 09 minutes 15 seconds West, a distance of 105.91 feet to a set 3 inch aluminum disk stamped "TRAVIS MARINA, 5557";

North 28 degrees 58 minutes 33 seconds East, a distance of 81.48 feet to a found 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

North 21 degrees 55 minutes 18 seconds East, a distance of 51.35 feet to a set 3 inch aluminum disk stamped "TRAVIS MARINA, 5557";

North 10 degrees 59 minutes 37 seconds East, a distance of 47.71 feet to a set 3 inch aluminum disk stamped "TRAVIS MARINA, 5557";

North 23 degrees 41 minutes 28 seconds East, a distance of 36.38 feet to a set 3 inch aluminum disk stamped "TRAVIS MARINA, 5557";

North 33 degrees 37 minutes 51 seconds East, a distance of 30.09 feet to a set 3 inch aluminum disk stamped "TRAVIS MARINA, 5557";

North 27 degrees 34 minutes 05 seconds East, a distance of 137.20 feet to a found 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

A tangent curve to the left having a radius of 123.91 feet and an arc length of 30.02 feet (chord bears North 20 degrees 37 minutes 39 seconds East, 29.95 feet) to a set 3 inch aluminum disk stamped "TRAVIS MARINA, 5557";

North 13 degrees 41 minutes 06 seconds East, a distance of 129.57 feet to a set 3 inch aluminum disk stamped "TRAVIS MARINA, 5557";

North 09 degrees 11 minutes 19 seconds East, a distance of 24.55 feet to a set 3 inch aluminum disk stamped "TRAVIS MARINA, 5557";

North 14 degrees 00 minutes 25 seconds East, a distance of 21.12 feet to a found 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

North 24 degrees 17 minutes 30 seconds East, a distance of 25.04 feet to a set 3 inch aluminum disk stamped "TRAVIS MARINA, 5557";

North 32 degrees 37 minutes 09 seconds East, a distance of 31.23 feet to a set 3 inch aluminum disk stamped "TRAVIS MARINA, 5557";

North 41 degrees 08 minutes 36 seconds East, a distance of 25.46 feet to a found 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

North 33 degrees 27 minutes 53 seconds East, a distance of 61.29 feet to a found 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

North 32 degrees 05 minutes 07 seconds East, a distance of 71.83 feet to a found 5/8 inch iron rod with a red cap stamped "WESTWOOD PS";

North 09 degrees 59 minutes 26 seconds West, a distance of 48.39 feet to a 5/8 inch iron rod with a red cap stamped "DALLAS";

North 14 degrees 05 minutes 51 seconds West, a distance of 31.44 feet to a set 3 inch aluminum disk stamped "TRAVIS MARINA, 5557";

A tangent curve to the right having a radius of 25.00 feet and an arc length of 25.47 feet (chord bears North 15 degrees 05 minutes 20 seconds East, 24.38 feet) to a found 5/8 inch iron rod with a red cap stamped "DALLAS";

North 44 degrees 15 minutes 52 seconds East, a distance of 69.30 feet to a found 5/8 inch iron rod with a red cap stamped "DALLAS";

A non-tangent curve to the right having a radius of 125.01 feet and an arc length of 65.05 feet (chord bears North 59 degrees 10 minutes 18 seconds East, 64.32 feet) to a set 3 inch aluminum disk stamped "TRAVIS MARINA, 5557";

North 74 degrees 04 minutes 43 seconds East, a distance of 70.34 feet to a found 5/8 inch iron rod with a red cap stamped "DALLAS";

A tangent curve to the right having a radius of 90.00 feet and an arc length of 42.68 feet (chord bears North 87 degrees 39 minutes 51 seconds East, 42.28 feet) to a found 5/8 inch iron rod with a red cap stamped "DALLAS";

South 78 degrees 45 minutes 04 seconds East, a distance of 26.36 feet to a set 3 inch aluminum disk stamped "TRAVIS MARINA, 5557";

South 88 degrees 53 minutes 31 seconds East, a distance of 10.60 feet to a found 5/8 inch iron rod with a red cap stamped "DALLAS";

A tangent curve to the left having a radius of 100.00 feet and an arc length of 135.87 feet (chord bears North 52 degrees 11 minutes 03 seconds East, 125.66 feet) to a found 5/8 inch iron rod with a red cap stamped "DALLAS";

North 13 degrees 15 minutes 27 seconds East, a distance of 15.00 feet to a found 5/8 inch iron rod with an unreadable cap;

North 02 degrees 47 minutes 47 seconds East, a distance of 41.94 feet to a found 5/8 inch iron rod with an unreadable cap;

North 20 degrees 00 minutes 28 seconds East, a distance of 143.74 feet to a found 5/8 inch iron rod with a red cap stamped "DALLAS";

North 28 degrees 17 minutes 19 seconds East, a distance of 148.55 feet to a found 5/8 inch iron rod with an unreadable cap;

North 30 degrees 36 minutes 36 seconds East, a distance of 25.00 feet to a set 3 inch aluminum disk stamped "TRAVIS MARINA, 5557";

North 37 degrees 47 minutes 41 seconds East, a distance of 25.00 feet to a found 5/8 inch iron rod with a red cap stamped "DALLAS";

North 44 degrees 58 minutes 48 seconds East, a distance of 25.00 feet to a set 3 inch aluminum disk stamped "TRAVIS MARINA, 5557";

North 52 degrees 09 minutes 53 seconds East, a distance of 25.00 feet to a found 5/8 inch iron rod with a red cap stamped "DALLAS";

North 49 degrees 13 minutes 56 seconds East, a distance of 113.00 feet to a found 5/8 inch iron rod with a red cap stamped "DALLAS";

North 50 degrees 44 minutes 35 seconds East, a distance of 80.00 feet to a found 5/8 inch iron rod with a red cap stamped "DALLAS";

**THENCE** North 56 degrees 35 minutes 17 seconds East, a distance of 32.70 feet to a set 3 inch aluminum disk stamped "TRAVIS MARINA, 5557" for southeast corner of said City of Dallas Tract, and being and an ell corner in said called 471.302 acre tract;

**THENCE** South 14 degrees 33 minutes 37 seconds East, along a common south line of said City of Dallas tract, and being a north line of called 471.302 acre tract, a distance of 97.83 feet to a found concrete monument;

**THENCE** departing said common line and over and across said called 471.302 acre tract of land the following course and distances:

South 40 degrees 18 minutes 04 seconds East, a distance of 49.91 feet to a set 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

A non-tangent curve to the right having a radius of 55.00 feet and an arc length of 57.44 feet (chord bears South 74 degrees 01 minutes 53 seconds East, 54.87 feet) to a set 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

South 44 degrees 06 minutes 40 seconds East, a distance of 169.17 feet to a set 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

South 49 degrees 49 minutes 21 seconds West, a distance of 126.47 feet to a set 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

South 82 degrees 27 minutes 53 seconds West, a distance of 91.91 feet to a set 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

A non-tangent curve to the left having a radius of 434.00 feet and an arc length of 245.44 feet (chord bears South 25 degrees 26 minutes 00 seconds West, 242.18 feet) to a set 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

A tangent reverse curve to the right having a radius of 402.60 feet and an arc length of 149.34 feet (chord bears South 19 degrees 51 minutes 33 seconds West, 148.49) to a set 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

North 51 degrees 16 minutes 26 seconds West, a distance of 146.83 feet to a set 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

South 38 degrees 43 minutes 34 seconds West, a distance of 95.00 feet to a set 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

South 51 degrees 16 minutes 26 seconds East, a distance of 149.26 feet to a set 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

A non-tangent curve to the right having a radius of 402.60 feet and an arc length of 213.77 feet (chord bears South 59 degrees 15 minutes 11 seconds West, 211.27 feet) to a set 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

A tangent reverse curve to the left having a radius of 162.00 feet and an arc length of 119.79 feet (chord bears South 53 degrees 16 minutes 49 seconds West, 117.08 feet) to a set 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

South 32 degrees 05 minutes 46 seconds West, a distance of 110.61 feet to a set 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";

**A tangent curve to the left having a radius of 362.00 feet and an arc length of 98.98 feet (chord bears South 24 degrees 15 minutes 47 seconds West, 98.67 feet) to a set 5/8 Inch Iron rod with a yellow cap stamped "WESTWOOD PS";**

**South 16 degrees 25 minutes 47 seconds West, a distance of 175.57 feet to a set 5/8 inch iron rod with a yellow cap stamped "WESTWOOD PS";**

**South 00 degrees 03 minutes 23 seconds West, a distance of 227.44 feet to the TRUE POINT-OF-BEGINNING and containing 567,696 square feet or 13.033 acres of land more or less.**



## **EXHIBIT B**

### **CONSTRUCTION AND DESIGN GUIDELINES (TRAVIS RANCH MARINA)**

The Travis Ranch Marina Property and each Lot situated thereon shall be constructed, developed, occupied and used as follows:

#### **DESIGN GUIDELINES**

##### **PART ONE: LANDSCAPING, FENCES AND EXTERIOR ELEMENTS**

**SECTION 1.1 LANDSCAPING:** Upon completion of each Residence, the following landscape elements shall be installed prior to occupancy of the Residence:

- 1.1.1 Sod: Each dwelling shall have full sod installed for the entire front yard and a minimum of ten (10) feet back from the front wall face for each side yard, or to the side yard fence, whichever is greater. Underground irrigation systems are required for all sod areas.
- 1.1.2 Trees: One (1) tree with a minimum caliper of three inches (3"), measured at breast height from grade is required. Tree and shrub species shall be in accordance with the city of Forney if applicable. Should a Street Tree Guideline for the City exist, each Builder and Owner shall be required to comply with applicable Street Tree Guidelines per the City ordinance. Drip irrigation must be provided. Each Owner shall be responsible for maintenance and preservation of trees located on their property and shall promptly replace dead trees within thirty (30) days if favorable planting weather prevails or ninety (90) days of loss occurrence if unfavorable weather exists.
- 1.1.3 Shrubbery and Planting Beds: Each Dwelling shall have a minimum of five (5) five 10-gallon shrubs and a minimum of five (5) 3 to 5-gallon shrubs. Shrubbery shall meet any city ordinance requirements with regard to species and shrubbery should enhance the aesthetic appearance of the home and the neighborhood. A mulched planting bed is required and color is encouraged although not mandatory. Edging materials of an aesthetically pleasing variety to separate the sod and planting bed is preferred but, not mandatory. Suitable irrigation to planting beds and tree wells are required. In order to preserve the aesthetic harmony and appearance of the community, Owners shall promptly replace dead plants within thirty (30) days if favorable planting weather prevails or ninety (90) days of loss occurrence if loss takes place during unfavorable weather conditions.

**SECTION 1.2 FENCES:** Minimum height for all fences shall be six feet (6') from the finished grade of the lot. Any height over six feet (6') requires a prior written approval of the Architectural Reviewer. Maximum fence height allowed shall be eight feet (8'). All fences must meet all city ordinance requirements. It shall be the sole responsibility of the Builder to ensure all city requirements and restrictions as set forth in this Declaration and its Design Guidelines are met. Wood fences may not be painted. No fence may extend past the front building line

- 1.2.1 Major Thoroughfares and Corner Lots: All fencing on corner lots and backing up to streets and major thoroughfares will be considered major thoroughfare fencing. Fencing, which shall be of pre stained cedar, board on board with a top cap and a rail no less than six inches (6") from the top of the finished fence. Fence shall have a running board and a gap of at least one inch (1") should be left between the base of the fence and the ground. All fences must have metal posts installed on the inside so as not to be visible from any street. See details indicated in Exhibit Attachment 1.2.1. All fencing facing major thoroughfares and Corner Lots shall be stained and preserved as follows. No other stain color is allowed without the express written consent of the Architectural Reviewer.

Manufacturer: Sherwin Williams

Color: Banyan Brown – Apply per product installation

- 1.2.2 Standard Side and Rear Yard Fences – Interior Lots: For all interior lots, fences may be spruce or better consisting of Board-on-Board construction using quality flat top pickets with a rail no less than six inches (6") from the top of the finished fence. A top cap is preferred but, not mandatory. Fences must have metal posts on the inside and comply with the materials and details indicated in Exhibit Attachment 1.2.2. All portions of the fence that are visible from any street shall be stained with the colors specified above at Section 1.2.1.

- 1.2.3 Central Greenbelt Area Side and Rear Yard Fences: All side and rear lot lines of Lots that are adjacent to Greenbelt areas and any open space shall have black finished forty-eight inch (48") high wrought iron fences for the full width of rear lot lines as detailed in Attachment 1.2.3.2. All fences shall be consistent; no variation of design shall be permitted. Fence areas shall be unobstructed by screening or other materials unless specifically approved by the Association.

**SECTION 1.3 MAIL BOXES:**

- 1.3.1 Standard Mail Boxes: Mail Boxes shall be cluster boxes which shall be of a style

and type to be agreed upon by the Declarant and the U.S. Postal Service. Location of pads and cluster boxes shall be determined by the Declarant and U.S. Postal Service. Any damage sustained to a cluster box unit shall be shared equally between the Owners who are serviced by that cluster box unit and shall be levied as a Special Group Assessment. The Association is not responsible for damage to cluster box units notwithstanding, the Association may facilitate the necessary repairs and shall in turn levy a Special Group Assessment for reimbursement to the Association. The Special Group Assessment shall be charged to each affected Owners account and is subject to collection as set forth in this Declaration. The Association does not maintain keys for any cluster box units within the Association.

**SECTION 1.4 FLAGS AND FLAGPOLES. All flagpoles require the prior written approval of the Architectural Reviewer.**

- 1.4.1 The only flags which may be displayed are: (i) the flag of the United States of America; (ii) the flag of the State of Texas; and (iii) an official or replica flag of any branch of the United States armed forces. No other types of flags, pennants, banners, kits or similar types of displays are permitted on a Lot if the display is visible from a street or Common Area.
- 1.4.2 The flag of the United States must be displayed in accordance with 4 U.S.C. Sections 5-10.
- 1.4.3 The flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code.
- 1.4.4 Free Standing flagpoles may be allowed with the express written consent of the Architectural Reviewer. Flagpoles attached to a Residence shall be constructed of permanent, long-lasting materials and may not exceed four (4) feet in length. The materials used for the flagpole shall be harmonious with the Residence and must have a silver finish with a gold or silver ball at the top. The flagpole must not exceed three (3) inches in diameter. Flags and flagpoles must be kept in good repair at all times.
- 1.4.5 A displayed flag, and the flagpole on which it is flown, shall be maintained in good condition at all times. Any flag that is deteriorated must be replaced or removed. Any flagpole that is structurally unsafe or deteriorated shall be repaired, replaced, or removed.
- 1.4.6 Only one flagpole will be allowed per Residence/ Lot.
- 1.4.7 Any flag flown or displayed on a flagpole attached to the Residence may be no

larger than 3'x5'.

- 1.4.8 All flagpoles must be equipped to minimize halyard noise. The preferred method is through the use of an internal halyard system. Alternatively, swivel snap hooks must be covered or "Quiet Halyard" Flag snaps installed. Neighbor complaints of noisy halyards are a basis to have flagpole removed until Owner resolves the noise complaint.
- 1.4.9 The illumination of a flag is allowed so long as it does not create a disturbance to other residents in the community. Solar powered light fixtures are preferred as opposed to ground mounted light fixtures. Compliance with all municipal requirements for electrical ground mounted installations must be certified by Owner. Flag illumination may not shine into another Residence. Neighbor complaints regarding flag illumination are a basis to prohibit further illumination until Owner resolves complaint.
- 1.4.10 Flagpoles shall not be installed in Common Area or property maintained by the Association.
- 1.4.11 All flagpole installations must receive prior written approval from the ACC.

#### **SECTION 1.5 GUTTERING, RAIN BARRELS OR RAINWATER HARVESTING SYTEMS**

- 1.5.1 All Residences shall be fully guttered. This requirement applies regardless of whether rain barrels or rain water harvesting systems are installed on the Lot.
- 1.5.2 Rain barrels or rain water harvesting systems and related system components (collectively, "Rain Barrels") may only be installed after receiving the written approval of the ACC.
- 1.5.3 Rain barrels may not be installed upon or within the Common Areas.
- 1.5.4 Under no circumstances shall rain barrels be installed or located in or on any area within a Lot that is in-between the front of the Owner's Residence and an adjoining or adjacent street.
- 1.5.5 The rain barrel must be of color that is consistent with the color scheme of the Owner's Residence and may not contain or display any language or other content that is not typically displayed on such rain barrels as manufactured.
- 1.5.6 Rain barrels may be located in the side-yard or back-yard of Lot so long as such

rain barrel(s) may not be seen from a street, another Lot or any Common Area of the Subdivision.

- 1.5.7 In the event the installation of Rain Barrels in the side-yard or back-yard of an owner's property in compliance with paragraph e above is impossible, the Reviewing Body may impose limitations or further requirements regarding the size, number and screening of Rain Barrels with the objective of screening the Rain Barrels from public view to the greatest extent possible. The owner must have sufficient area on their Lot to accommodate the Rain Barrels.
- 1.5.8 Rain Barrels must be properly maintained at all times or removed by the owner.
- 1.5.9 Rain Barrels must be enclosed or covered.
- 1.5.10 Rain Barrels which are not properly maintained, become unsightly or could serve as a breeding pool for mosquitoes must be removed by the owner from the Lot.

#### **SECTION 1.6 CERTAIN RELIGIOUS DISPLAYS**

- 1.6.1 By statute, an Owner is allowed to display or affix on the entry to the Owner's Residence one or more religious items, the display of which is motivated by the Owner's or occupant's sincere religious belief. Such display is limited according to the provisions contained herein.
- 1.6.2 If displaying or affixing of a religious item on the entry to the Owner's or occupant's Residence violates any of the following covenants, the Association may remove the item displayed:
  - (1) threatens the public health or safety;
  - (2) violates a law;
  - (3) contains language, graphics, or any display that is patently offensive to a passerby;
  - (4) is permanently installed 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 occupant's Residence; 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.
- 1.6.3 No owner or resident is authorized to use a material or color for an entry door or

door frame of the Owner's or occupant's Residence or make an alteration to the entry door or door frame that is not authorized by the Declaration or otherwise expressly approved by the ACC.

## **PART TWO: DWELLING UNITS**

### **SECTION 2.1 ROOFS**

- 2.1.1 Roof Pitch: Minimum Roof Pitch to be 6:12 for all roof structures covering main living areas. Lesser Roof Pitches may be permitted for front yard porches, non-front entry garages or at the Declarant's or Architectural Reviewer's discretion and only upon written approval. All Roofs shall have a minimum twenty (20) year rated warranty shingle or equivalent with a minimum weight of 220 pounds per square foot (100 square feet). **The color of shingles shall be subject to the approval of Architectural Reviewer.** Generally accepted colors shall be those in the color family of weathered or warm browns and grays. Other colors may be considered only upon written approval of the Architectural Reviewer. Builders must notify the Architectural Reviewer at time of plan submission of the type of roofing materials and color of shingle to be used.
- 2.1.2 Roofing Materials: Roofing materials shall be Architectural grade composition shingles, Cement Fiber shingles, slate, clay tile or concrete tile. Other materials must be approved in writing by the ACC prior to use.
- 2.1.3 Dormers & Above Roof Chimneys: All fireplace chimney flues shall be encased in one-hundred percent (100%) masonry for all chimney types and locations; exposed pre-fabricated metal flue piping is prohibited.

### **SECTION 2.2 CERTAIN ROOFING MATERIALS**

- 2.2.1 Roofing shingles covered by this Section are exclusively those designed primarily to: (i) be wind and hail resistant; (ii) provide heating and cooling efficiencies greater than or equal to those provided by customary composite shingles; or (iii) provide solar generation capabilities (collectively, "Roofing Shingles").
- 2.2.2 Roofing Shingles allowed under these Guidelines shall:
  - (1) resemble the shingles used or otherwise authorized for use in Subdivision that help represent the Traditional Neighborhood Development ("TND");

- (2) be more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use in Subdivision; and
  - (3) match the aesthetics of the property surrounding the property of the owner requesting permission to install the Roofing Shingles.
- 2.2.3 The Owner requesting permission to install the Roofing Shingles will be solely responsible for accrediting, certifying and demonstrating to the Architectural Reviewer that the proposed installation is in full compliance with these Design Guidelines and the city Ordinance or Design Standards required.
- 2.2.4 Roofing Shingles shall be installed after receiving the written approval of the Architectural Reviewer.
- 2.2.5 Owners are hereby placed on notice that the installation of Roofing Shingles may void or adversely affect other warranties.

**SECTION 2.3 SOLAR PANELS – Prior written approval of the ACC is required for all solar panel installations.**

- 2.3.1 Solar energy devices, including any related equipment or system components (collectively, “Solar Panels”) may only be installed after receiving the prior written approval of the ACC.
- 2.3.2 Solar Panels may not be installed upon or within Common Areas or any area which is maintained by the Association.
- 2.3.3 Solar Panels may only be installed on designated locations on the roof of a Residence, on any structure allowed under any Subdivision or Association dedicatory instrument, or within any fenced rear-yard or fenced-in patio of an Owner’s Lot, but only as allowed by the Architectural Control Committee. **Solar Panels may not be installed on the front elevation of the Residence.**
- 2.3.4 If located on the roof of a Residence, Solar Panels shall:
  - (1) not extend higher than or beyond the roofline;
  - (2) conform to the slope of the roof;
  - (3) have a top edge that is parallel to the roofline; and
  - (4) have a frame, support bracket, or wiring that is black or painted to match the color of the roof tiles or shingles of the roof. Piping must be painted to match the surface to which it is attached, i.e. the soffit and wall. Panels

must blend with the color of the roof to the greatest extent possible.

- 2.3.5 If located in the fenced rear-yard or patio, Solar Panels shall not be taller than the fence line or visible from any adjacent Lot, Common Area or street.
- 2.3.6 The Architectural Control Committee may deny a request for the installation of Solar Panels if it determines that the placement of the Solar Panels, as proposed by the Owner, will create an interference with the use and enjoyment of any adjacent Lot or Common Area.
- 2.3.7 Owners are hereby placed on notice that the installation of Solar Panels may void or adversely affect roof warranties. Any installation of Solar Panels which voids material warranties is not permitted and will be cause for the Solar Panels to be removed by the Owner.
- 2.3.8 Solar Panels must be properly maintained at all times or removed by the Owner.
- 2.3.9 Solar Panels which become non-functioning or inoperable must be removed by the Owner.

**SECTION 2.4 EXTERIOR WALLS** – Exterior construction is to be predominately composed of masonry materials. Masonry shall be defined as standard size full width brick, stone, cultured stone, or stone veneer. Color variations for masonry exteriors are encouraged notwithstanding, colors must always compliment other residences constructed in the immediate neighborhood or area where the residence is located. The use of cementitious fiberboard siding may be utilized in lieu of masonry but, only for up to 25% of the exterior and is limited to use on sides and rear of the residence only. Shake siding is not allowed without the express written consent of the Architectural Reviewer. The use of engineered wood products is prohibited as a substitute to the masonry requirements prescribed herein.

- 2.4.1 An exception to the restrictions of 2.4 above may be considered for rear facing façade(s) of one-story residences built on interior Lots. For the purpose of enforcing this provision, an interior Lot is defined as a Lot that adjoins an existing platted Lot along its side and rear Lot lines, with said Interior Lot NOT having a side or rear Lot line that adjoins a street right-of-way, with no part of said rear Lot line being closer than 200 feet to a designated arterial or collector street. Only the remaining non-rear façades shall be subject to the masonry requirement.

2.4.1.1 Front Walls: The front of the residence must be 100% masonry product as described above excluding certain architectural features such as doors, windows, boxed or bay windows, roof mounted dormer walls no greater than eight feet (8')



wide at their base, areas under covered porches, one-story in height, and other similar architectural projections. Siding may only be used for hidden or concealed wall surfaces and may not be directly visible from the Lot front property line. Some exceptions for use of cementitious siding may be made for two-story homes and is at the sole discretion of the Architectural Reviewer. **The use of siding shall be strictly limited and must have the prior written approval of the Architectural Reviewer.**

**2.4.1.2 Side and Rear Walls:** Side and rear wall surfaces for all elevations shall be at least 75% masonry. Siding may only be used up to 25% on side and rear walls and for hidden or concealed wall surfaces not directly visible from the street or adjoining Lot with the exception of 2.4.1 with prior written approval of the Architectural Reviewer.

**2.4.1.3 Chimneys:** Chimney wall structures that are a direct extension of an exterior wall shall match the requirement of said wall.

**2.4.1.4 Required masonry percentages** shall be calculated excluding exterior wall areas built on top of a roof.

## **SECTION 2.5 ELEVATION AND BRICK USAGE**

**2.5.1 Exterior Material Area Calculations:** All dwelling submittals for the construction of Residences submitted to the Architectural Reviewer for review and approval shall calculate the percentage coverage for each material as follows. Should the City ordinance for Exterior Material Area Calculations be greater than the ordinances set forth in this Declaration, the higher standard shall prevail;

**Same Plan with Same Elevation:** The repeat of the same floor plan with the same elevation design shall be governed by the following provisions:

**2.5.1.1 Same Side of Street:** When dwelling units, using the same floor plan and same elevation, are constructed on the same side of the street, they shall be separated by a minimum of two (2) lots. A one (1) lot separation will be permitted when a street intersection occurs, the street right-of-way serves as a lot equivalent.

**2.5.1.2 Opposite Side of Street:** When dwelling units, using the same floor plan and same elevation, are constructed on opposite sides of the street, they shall not be constructed directly or diagonally across from each other.

**2.5.2 Repeat Brick Usage and Exterior Material Area Calculations:** All Dwelling submittals shall calculate the percentage coverage for each material as

follows:

2.5.2.1 Same Side of Street: No combination of brick color, mortar color, and sand color shall be repeated for adjacent dwellings. Street and alley intersections are acceptable separation elements.

2.5.2.2 Opposite Side of Street: There are no restrictions for the use of brick color, mortar color, and sand color for dwelling units on opposing sides of the street.

2.5.2.3 Exterior Material Area Calculations: All Dwelling submittals shall calculate the percentage coverage for each material.

2.5.2.4 Calculation Method: Calculations for material coverage percentages shall include all exposed areas of the wall surface, excluding window and door openings.

2.5.2.5 Calculation Format: Calculations shall indicate the area coverage for front, side, and rear wall areas. Calculations shall be submitted with the building plans.

## **SECTION 2.6 GARAGES AND DRIVEWAYS**

2.6.1 Garages may not be used for any purpose that interferes with its ongoing use as a route of vehicular access / storage. Garage doors must be wood or faux wood and outside lighting on each side of the garage door is preferred. **NO** metal garage doors may be used without the express written consent of the Architectural Reviewer. Builders must notify the Architectural Reviewer upon submittal of plans what type of material and style of garage door shall be used. Garages may not be used for business of any kind nor may a garage be used as a living quarters at any time.

2.6.2 Driveways may not be used for storage of any kind and must be kept clear at all times for use as a means of vehicular access. NO inoperable vehicles may be stored on driveway or in front of home at any time. Driveways may not be used for major mechanic work notwithstanding minor vehicle maintenance such as oil and tire changes are acceptable so long as stains to the driveway are avoided and area is cleaned and restored to normal. Play equipment, portable basketball goals, sports equipment, and the like may not remain on the driveway when not in use. NO trailers, RV's, boats, and other recreational vehicles or equipment is allowed to be parked in the driveway or street without the express written consent of the Architectural Control Committee. Temporary permits may be allowed for loading, unloading, and cleaning of recreational vehicles and equipment upon request. Failure to adhere by these rules will result in a violation notice to Owner which may carry greater fines than other acts of non-compliance

## **SECTION 2.7 SETBACKS**

2.7.1 No residence or improvement may be erected, altered, placed, or permitted to remain on any Lot nearer to the front, side, and rear lot lines on any Lot outside the minimum distance of setback restrictions set forth on the plat, per City Ordinance, or as may be stipulated in writing by the Architectural Reviewer. Notwithstanding, it shall be the Builder's responsibility to ensure that all setback requirements are met. Any violation of setback requirements or restrictions may require correction by the Builder.

## **SECTION 2.8 MINIMUM SQUARE FOOTAGE**

The minimum square footage for any one story residence constructed shall not be less than 1,800 square feet of air conditioned living space. Two-Story residences shall be required to have not less than 2,000 square feet of air conditioned living space.

## **SECTION 2.9 CONSTRUCTION AREAS**

2.9.1 All construction areas shall be kept clean. Construction debris must be placed in proper waste bins and may not be dumped on any empty lot or common area at any time. Construction materials may be stored on a Lot however, materials may not be delivered or stored more than ten (10) days prior to construction beginning. The Association shall NOT be liable for any construction materials, equipment, or machinery of any kind which may be lost or stolen during construction. Builders shall make every effort to respect the peace and quiet and privacy of any existing Homeowners located in the area of construction. Construction shall not begin before sunrise and must stop by dusk or no later than 8:00 p.m. each night. Work on Sundays shall not commence before 8:00 a.m. and must stop no later than 5:00 p.m.

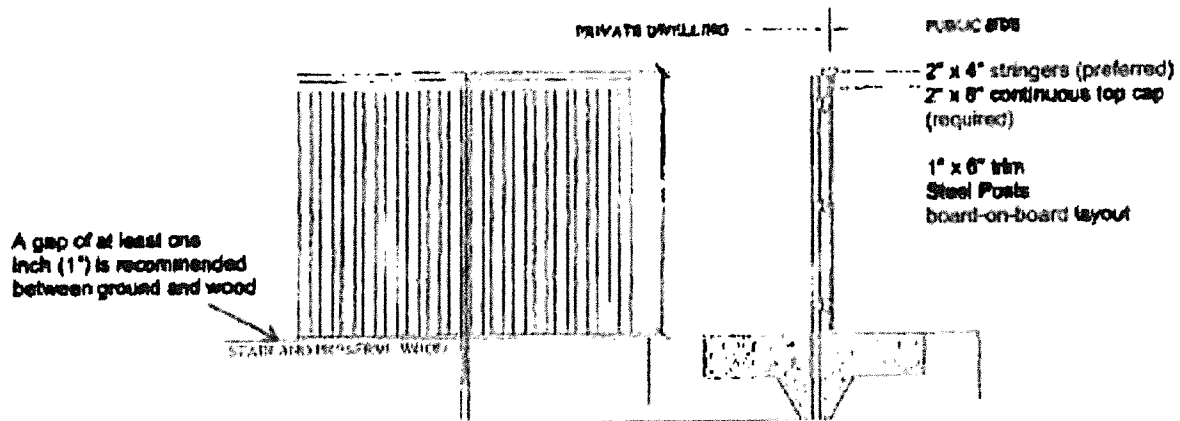
Exhibit Attachment 1.2.1.1 – Fence Detail – Major thoroughfares and Corner Lots

Exhibit Attachment 1.2.2.1 – Fence Detail – Standard Side and Rear Yard Fences (Interior Fencing)

Exhibit 1.2.3.2 – Wrought Iron / Ornamental Fence Details

Exhibit 1.3.1 - Sample of acceptable Cluster Mailbox System

**FENCE EXHIBIT 1.2.1  
CEDAR FENCING BOARD-ON-BOARD**



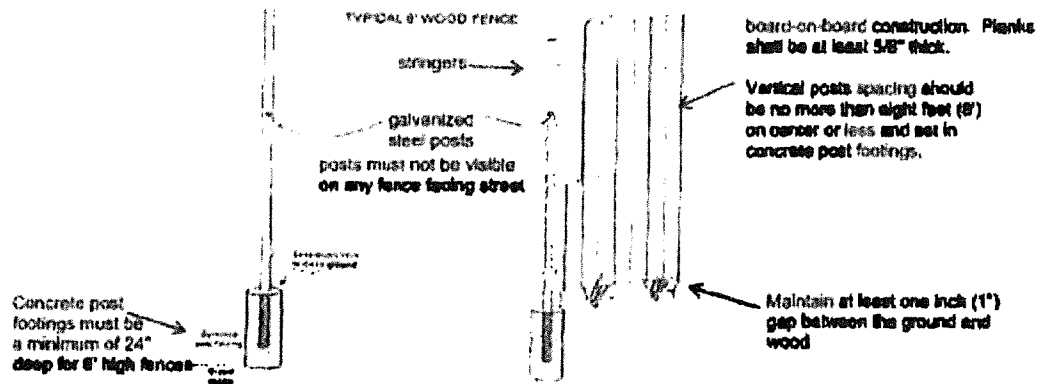
**Stain Color**

**Manufacturer: Sherwin Williams Color REFER TO SECTION 1.2.1 OF DESIGN GUIDELINES FOR APPROVED STAIN COLORS**

**Minimum Fence height shall be six feet (6'). Heights greater than six feet (6') require prior written approval of the ACC. Refer to Design Guidelines for more information on fence requirements.**

**EXHIBIT ATTACHMENT 1.2.2**  
**STANDARD SIDE AND REAR YARD FENCES FOR INTERIOR LOTS.**  
**SEE SECTION 1.2.2 OF THE DESIGN GUIDELINES FOR MORE INFORMATION.**

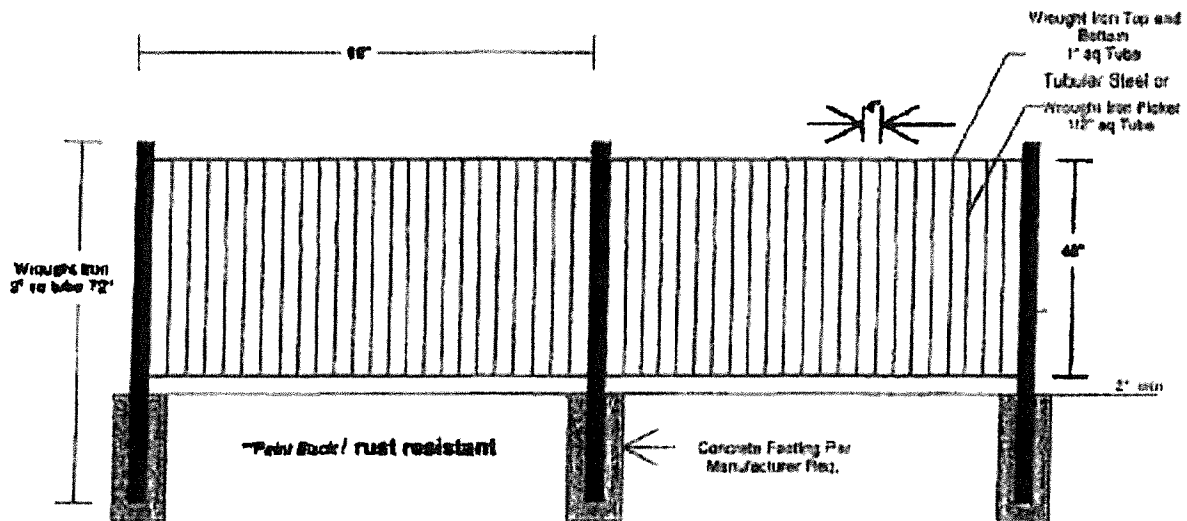
**Fences must be constructed of Spruce or better**



**TOP RAIL PREFERRED BUT NOT REQUIRED. TRIM FOR SIDE AND REAR YARD FENCES NOT VISIBLE FROM THE STREET IS OPTIONAL. ALL FENCES MUST BE STAINED WITH THE COLOR SPECIFIED IN SECTION 1.2.1 OF THE DESIGN GUIDELINES.**

**EXHIBIT ATTACHMENT 1.2.3**  
Sample of acceptable wrought iron or tubular steel fencing allowed.  
Refer to the Design Guidelines for more information.

**Iron Fence Detail**



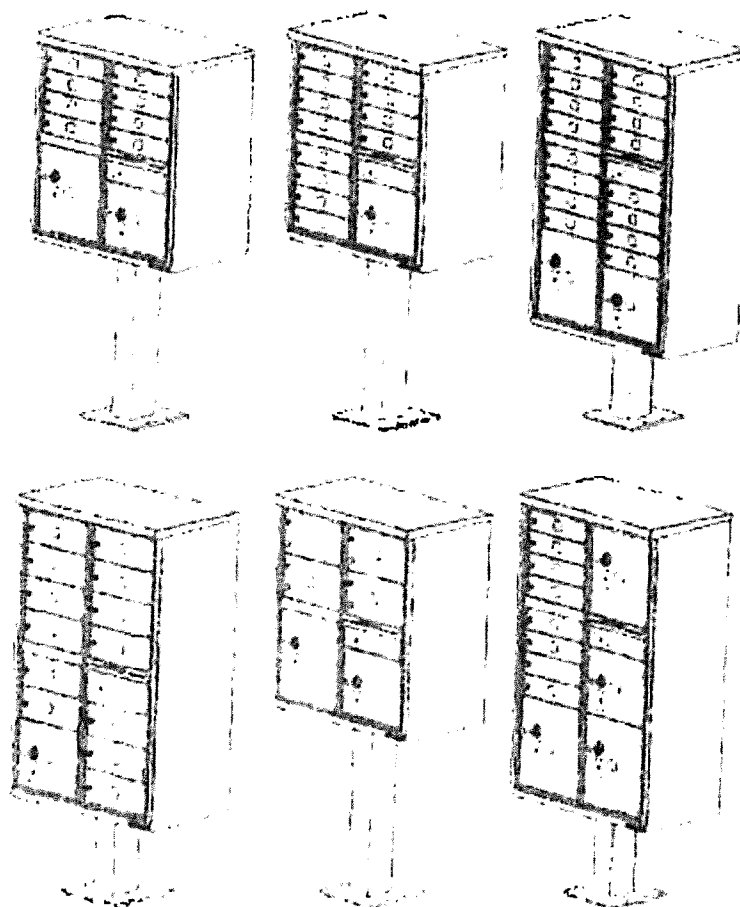
**NO SCREENING OR SECONDARY FENCING SUCH AS DOG RUN ALLOWED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE ARCHITECTURAL REVIEWER**

**EXHIBIT ATTACHMENT 1.3.1**

**SAMPLE EXHIBIT - CLUSTER STYLE MAILBOXES**

FINAL TYPE AND LOCATION OF CLUSTER MAILBOXES IS SUBJECT TO PRIOR WRITTEN APPROVAL OF THE ARCHITECTURAL REVIEWER AND THE DECLARANT AND THE U.S. POSTAL SERVICE WHEN REQUIRED

**vital™ cluster box units**  
All Types - 1570 "F" Series



**AF FLORENCE**  
manufacturing company

[www.florencemailboxes.com](http://www.florencemailboxes.com)

31184 Rev E

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## EXHIBIT C

### TRAVIS RANCH MARINA PROPERTY COMMON AREA

Common Areas subject to this Amendment and Supplement to Declaration shall be limited to the entryway and other areas designated by Plat or in the absence of any such designation by Plat, by the Declarant or the Board of Directors, as common areas to include any common area or elements which may later be constructed or added within or along the boundary of the Travis Ranch Marina Phase One land and for which the use **shall be exclusively for Owners and Residents residing within Travis Ranch Marina Phase One.**



