

RESIDENTIAL
DESIGN GUIDELINES

FOR

WATERCHASE ESTATES

INTRODUCTION

These Residential Design Guidelines have been approved by the WaterChase Estates Architectural Control Committee (ACC) and shall be applicable to all lots in WaterChase Estates. The ACC may publish additions or revisions from time to time. Conformance to these guidelines will be a major consideration by the ACC as it reviews each plan submitted for approval. In accordance with the recorded Deed Restrictions for WaterChase Estates, no improvement shall be erected, placed, or altered on any lot until all plans and specifications have been submitted to and approved in writing by the ARC.

1. **MINIMUM FLOOR SPACE:** Any lot that encompasses one acre or less will be required to have a minimum of 2,400 square feet. Any lot that encompasses more than one acre will be required to have a minimum of 2,800 square feet.
2. **ROOF MATERIAL AND ROOF PITCH:** Roof material shall be composition (30 year), slate or tile or as otherwise approved by the ACC. The color shall also be approved by the ACC. No wood will be allowed as an exterior roofing material. Minimum 12:4:5 roof pitch.
3. **FENCES:**
 - (a) **Front yard:** Masonry to match the home or wrought iron approved by the ACC. Gates shall be wrought iron or architectural wood design as approved by the ACC.
 - (b) **Adjacent to side street:** Masonry to match the home, specified wrought iron, or a combination of masonry and specified wrought iron as approved by the ACC.
 - (c) **Side yard:** Shall be constructed by the first of each adjoining lot to be developed of a design and material specified by the ACC.
4. **RETAINING WALLS:** Any retaining wall material visible from a public street shall be mortar-jointed "grandbury" stone or a material approved by the

ACC. Retaining walls not visible from public streets may be concrete or rock. The owner/builder of the "high side" property shall be responsible for installation of side property line retaining walls.

5. **COMMENCEMENT OF CONSTRUCTION:** Buyer hereby agrees that he/she/they shall commence construction of a Dwelling Unit on the Property within twelve (12) months following the Closing Date. Buyer hereby acknowledges that any Dwelling Unit may only be constructed by a builder that has been pre-approved by Seller.
6. **FIREPLACES:** All exterior chimneys must be of brick or masonry or acceptable substitute appearance of brick or masonry.
7. **EXTERIOR:** All exterior must be 75% brick or masonry construction in accordance with applicable law, including ordinances of the City of Fort Worth.
8. **DRIVEWAY:** All driveways must be made of concrete or asphalt with an adjacent mailbox.
9. **ANTENNAS:** All antennas (including radio of television transmitting or receiving) must be installed so that they are not visible from the street.
10. **LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind may be raised, kept or bred on any Lot, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Owners of lots 1 thru 10 on block 4 may have a maximum of three (3) horses at any one time. Additionally, a barn not to exceed 1500 square feet, may be constructed on the owned lot. Said barn, may not be closer than 75' to any property line or residence.
11. **SIGNS:** No signs of any kind or character are allowed on any Lot, except for one (1) sign of not more than eight (8) square feet advertising the property for sale or rent.
12. **PROHIBITED ACTION:** The following activities are prohibited on any Lot or on any portion of the property: oil well drilling, oil development operations, oil refining, quarrying or mining operations, oil wells, tanks, tunnels, mineral excavations or shafts.
13. **WASTE:** No Lot or part of any Lot may be used on maintained as a dumping ground for rubbish, trash or garbage. Waste of any nature must not be kept on any Lot, except in sanitary containers not exposed to the public view, and except for waste temporarily placed for pending pick-up. Any incinerators or other equipment used for the storage or other disposal of waste material shall be kept in a clean and sanitary condition.

**FIRST SUPPLEMENTAL USE RESTRICTIONS
FOR WATERCHASE ESTATES**

This **FIRST SUPPLEMENTAL USE RESTRICTIONS** (these "Supplemental Restrictions") is made on the date hereinafter set forth by **CONINE RESIDENTIAL-WATERCHASE ESTATES, LTD.**, a Texas limited partnership (the "Declarant") and the undersigned owners (collectively, "Current Owners").

RECITALS:

WHEREAS, Declarant and the undersigned Current Owners are the owners of the Property (as hereinafter defined). Declarant executed those certain Use Restrictions (the "Restrictions") dated as of April 21, 2000. Unless otherwise defined herein, capitalized terms have the meanings assigned in the Restrictions.

WHEREAS, Declarant and the Current Owners desire to impose additional restrictions on the use of the Property as more particularly described in these Supplemental Restrictions.

WHEREAS, the Restrictions require that, unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each mortgage) have given their prior written approval, the Owners may not by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of the dwellings or maintenance of the dwellings or Lots. All of such written approval(s) have been obtained.

RESTRICTIONS:

NOW, THEREFORE, DECLARANT AND THE CURRENT OWNERS DECLARE that the Property shall be held, sold, and conveyed subject to the restrictions, covenants, and conditions described below, which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot and other portions of the Property in order to maintain within the Property a planned community of high standards. These Supplemental Restrictions shall be binding on all parties having any right, title, or interest herein, including such parties' respective heirs, personal representatives, successors, and assigns, and shall inure to the benefit of each Owner.

1. ARCHITECTURAL CONTROL.

- a. **Establishment of Architectural Control Committee.** To maintain standards of development, aesthetics and construction within the Property and at the same time provide for the necessary flexibility in meeting varied and changing needs, Declarant hereby establishes an Architectural Control Committee (the "Committee"), consisting of three (3) members who are natural persons and whose names and addresses are maintained in the office of the Declarant. Employees of the Declarant may also be members of the Committee. If, at any time, less than three (3) members have been appointed to the Committee, the Committee shall have authority to act so long as not less than two (2) members have been appointed. The Committee shall act by a majority vote of the members thereof and no member of the Committee shall incur any liability by reason of any good faith exercise of such member's prerogatives as a member of the Committee. Declarant shall

appoint the members of the Committee and any and all members may be removed by Declarant at any time with or without cause. Declarant shall have the exclusive right to create and fill vacancies on the Committee. If at any time more than two (2) member positions on the Committee are not filled for any reason, then the Declarant shall perform the functions of the Committee as set forth herein, until such time as at least two (2) positions on the Committee are filled.

- b. **Authority of the Committee.** No Improvement (as hereinafter defined) may be erected, constructed, placed, altered (by addition or deletion), maintained or permitted to remain on any portion of the Property until the Schematic Site Plans and Preliminary Plans (as hereinafter required) have been submitted to and approved in writing by the Committee in accordance with the review standards herein and, to the extent required by applicable governmental requirements, approved by the City of Fort Worth (the "City"). The Committee shall cooperate with the Owner to permit the orderly submission of plans and specifications. The decision of the Committee shall be final and binding upon the applicant and all Owners. All Improvements shall be constructed in accordance with the rules and regulations of all applicable governmental authorities, and approval of any plans and specifications by the Committee shall in no way be construed as a statement by the Committee that such plans and specifications reflect sound engineering practice or comply with the rules and regulations of any governmental authority.
- c. **Schematic Site Plan(s) and Preliminary Plan(s).** Prior to either the commencement of site work or construction of any Improvements or the submission of any plans and specifications for the construction of Improvements to the City for review, the Owner of a Lot upon which such Improvements are to be constructed shall submit to the Committee a Schematic Site Plan and a Preliminary Plan (herein so called) at such address as may be specified from time to time by the Committee. The initial address for the Committee is 5300 Town & Country Blvd., Suite 190, Frisco, Texas 75034, Attention: C. Kent Conine. Such address shall remain valid unless and until a notice of change of address is filed with respect to the Property in the real property records of Tarrant County, Texas. The Committee shall review and approve or provide comments on the Schematic Site Plan and Preliminary Plan in accordance with the provisions of these Supplemental Restrictions. Final Contract Documents (prepared in a manner consistent with the Schematic Site Plan and Preliminary Plan as approved by the Committee) with respect to such portion of improvements as are then to be constructed shall be submitted to the Committee for the Committee's records on or before construction of the improvements contemplated therein. The Schematic Site Plan(s) shall be scaled and detailed as reasonably required by the Committee. The Schematic Site Plan (herein so called) should represent a 95%-complete schematic design level drawings. The Owner shall additionally furnish such other clarification data as may be required by the Committee in order to permit the Committee reasonably to review the Schematic Site Plan and the Preliminary Plan for compliance with the requirements of these Supplemental Restrictions and the Restrictions. The Committee may charge a fee for its review as set by the Declarant from time to time. The fee shall be set in an amount reasonably equivalent to the actual cost of time and materials utilized in such review based on competitive rates, as determined by the Declarant. The Committee shall have no

obligation to review Schematic Site Plans or Preliminary Plans unless accompanied by payment of the established fee. If review of any submittal cannot be completed because the submittal was incomplete, payment of the established fee is due with each resubmittal.

2. **Definition of "Improvements."** The term "Improvements" shall mean and include all buildings and roofed structures, parking areas, loading areas, trackage, fences, walls, hedges, mass plantings, poles, driveways, signs (to the extent regulated under the Restrictions), exterior illumination, including changes in any exterior color or shape of any of the above, glazing or reglazing of exterior windows with mirrored or reflective glass, and any new exterior construction to exterior improvements which constitutes a material change in design, materials or color from those evidenced in the Schematic Site Plan or Preliminary Plan approved by the Committee. It does not include garden shrub or tree replacements or any other replacement or repair of any magnitude which ordinarily would be expensed in accounting practice and which does not change exterior colors or exterior appearances; it does include both original improvements and all later approved changes to and additions of improvements.
3. **Basis of Approval.** The Committee shall review the Schematic Site Plan and Preliminary Plan for proposed work in order (i) to ensure conformity of the proposed work with the requirements of these Supplemental Restrictions and (ii) to ensure harmony of external design in relation to surrounding structures and topography within the Property. Approval of the Schematic Site Plan and Preliminary Plan shall be based, among other things, on adequacy of site dimensions, conformity and harmony of external design and of location with neighboring structures and sites, relation of finished grades and elevations to neighboring sites, compatibility with development within the Property, and conformity to both the specific and general requirements and intent of these Supplemental Restrictions and the Restrictions. The Committee shall have broad discretionary authority to interpret and apply the standards set forth in these Supplemental Restrictions. The Committee shall not be responsible for review of Schematic Site Plans or Preliminary Plans for compliance with any governmental requirement. Each Owner is solely responsible to ensure compliance of its Plans and Improvements with governmental requirements.
4. **Variances.** In case of an unusually sized or shaped site, an unusual condition of terrain or a special use, operation or treatment not provided for within the general conditions of these Supplemental Restrictions, or for any other reason, the Committee may, in its discretion, permit such variances or exceptions as it deems necessary or desirable. For purposes hereof, a variance shall be deemed to "materially conflict with these Supplemental Restrictions" if it results in a discernable difference in the appearance of any facade, roofing material, or exterior light standards of any building constructed or to be constructed on the Property.
5. **Notice from Committee.** Approval or disapproval as to architectural control matters as set forth in this Section shall be in writing. In the event the Committee fails to approve or disapprove in writing any Schematic Site Plan or Preliminary Plan submitted to it in compliance with the provisions of these Supplemental Restrictions within fifteen (15) working days following such submission or having disapproved such Schematic Site Plan or Preliminary Plan fails to specify within such fifteen (15) working day period the reasons for disapproval, then the Committee shall be deemed to have disapproved such Schematic Site Plan or Preliminary Plan. If any Schematic Site Plan or Preliminary

Plan is not sufficiently complete or is otherwise inadequate, the Committee may reject them as being inadequate or may approve or disapprove them in part, conditionally or unconditionally, and reject the balance, within that time period.

6. **Construction.** Each Owner, by acceptance of a deed to any portion of the Property, covenants and agrees to construct all Improvements in conformity with the Schematic Site Plans and Preliminary Plans approved by the Committee and to construct no Improvements without that approval. Compliance with this covenant may be enforced in accordance with the terms of these Supplemental Restrictions, including without limitation, any means available under applicable law.
7. **Limitation of Liability.** Neither the Committee nor any of its members shall be liable in damages or otherwise to anyone submitting Schematic Site Plans or Preliminary Plans for approval or to any Owner by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any Schematic Site Plans or Preliminary Plans, provided that nothing herein shall preclude any Owner from seeking injunctive relief against any such action of the Committee as is intentionally arbitrary and capricious.
8. **Completion.** At any time after completion of construction of Improvements, each Owner shall, upon request of the Declarant, provide access to the Declarant to a final set of record plans and specifications, a marked version of plans and specifications indicating all variances from the original, or other records maintained by the Owner and showing changes or change orders from the Final Contract Documents delivered to the Declarant pursuant hereto or provide access to the project records. The Declarant, at its cost and expense, shall be permitted to make and take away copies of such materials.
9. **Termination of Committee.** The provisions of this Section 1 shall terminate, the Committee shall terminate, and no Owner shall be required to seek approval of construction or revisions to existing structures after December 31, 2010, unless the Declarant, by majority vote, extends the life of the Committee and of this Section 1.
10. **Appeals.** Any Owner may appeal any disapproval of the Committee of any Schematic Site Plan or Preliminary Plan to the Declarant by delivering to the Declarant a written notice of appeal specifying the matter(s) in dispute. The Declarant shall schedule a hearing within thirty (30) days of receipt of a notice of appeal. At such hearing the Owner filing the appeal and the Committee may present such evidence pertinent to the appeal as they deem appropriate. The Declarant may accept the position of the Owner or of the Committee or may issue such other compromise or alternative decision as it deems appropriate.
11. **MISCELLANEOUS PROVISIONS.**
 - a. Except as amended by these Supplemental Restrictions, the Restrictions remain effective in all respects.

- b. These Supplemental Restrictions may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.
- c. The headings contained in these Supplemental Restrictions are for reference purposes only and shall not in any way affect the meaning or interpretation of these Supplemental Restrictions.

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SIGNATURE PAGE(S) FOLLOWS.***

IN WITNESS WHEREOF, Declarant has caused these Restrictions to be executed on the date set forth below, to be effective as of the ___ day of _____, 2001.

DECLARANT:

CONINE RESIDENTIAL-WATERCHASE ESTATES, LTD., a Texas limited partnership

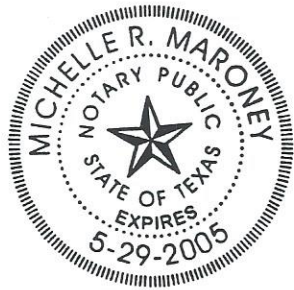
By: Conine Residential Group, Inc.,
a Texas corporation
its general partner

By: *C. Kent Conine*
C. Kent Conine
President

THE STATE OF TEXAS
COUNTY OF Collin

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The foregoing instrument was acknowledged before me this 10 day of October, 2001, by C. Kent Conine, President of Conine Residential Group, Inc., a Texas corporation, the general partner of CONINE RESIDENTIAL-WATERCHASE ESTATES, LTD., a Texas limited partnership, on behalf of said limited partnership.



Michelle R. Maroney
Notary Public, State of Texas
Notary's Name, Printed: *Michelle R. Maroney*
My Commission Expires: *May 29, 2005*