

Denton County  
Juli Luke  
County Clerk

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**Instrument Number:** 114033

ERecordings-RP

CERTIFICATE

Recorded On: September 25, 2018 03:02 PM

Number of Pages: 33

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**" Examined and Charged as Follows: "**

Total Recording: \$154.00

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**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

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.

**File Information:**

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STATE OF TEXAS  
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke  
County Clerk  
Denton County, TX

AFTER RECORDING, PLEASE RETURN TO:

Judd A. Austin, Jr.  
Henry Oddo Austin & Fletcher, P.C.  
1700 Pacific Avenue  
Suite 2700  
Dallas, Texas 75201

**FIFTH SUPPLEMENTAL  
CERTIFICATE AND MEMORANDUM OF RECORDING  
OF DEDICATORY INSTRUMENTS FOR  
TWO SUNSET POINTE HOMEOWNERS' ASSOCIATION, INC.**

STATE OF TEXAS           §  
  §  
COUNTY OF DENTON      §

The undersigned, as attorney for the Two Sunset Pointe Homeowners' Association, Inc., for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instrument affecting the owners of property described on Exhibit B attached hereto, hereby states that the dedicatory instrument attached hereto is a true and correct copy of the following:

- ***First Amended and Restated Residential Design Guidelines for Sunset Pointe*** (Exhibit "A").

All persons or entities holding an interest in and to any portion of property described on Exhibit B attached hereto are subject to the foregoing dedicatory instrument.

IN WITNESS WHEREOF, the Two Sunset Pointe Homeowners' Association, Inc. has caused this Fifth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be filed with the office of the Denton County Clerk and, except as hereinafter

perovided, serves to supplement that certain Certificate and Memorandum of Recording of Association Documents for Two Sunset Pointe Homeowners Association, Inc. filed on February 6, 2007, and recorded as Instrument No. 2007-14878 in the Official Public Records of Denton County, Texas; that certain First Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Two Sunset Pointe Homeowners Association, Inc. filed on February 6, 2011, and recorded as Instrument No. 2011-124581 in the Official Public Records of Denton County, Texas; that certain Second Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Two Sunset Pointe Homeowners Association, Inc. filed on February 7, 2014, and recorded as Instrument No. 2014-10747 in the Official Public Records of Denton County, Texas; that certain Third Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Two Sunset Pointe Homeowners Association, Inc. filed on February 16, 2016, and recorded as Instrument No. 2016-15936 in the Official Public Records of Denton County, Texas; and that certain Fourth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Two Sunset Pointe Homeowners Association, Inc. filed on December 14, 2017, and recorded as Instrument No. 2017-152871 in the Official Public Records of Denton County, Texas. Exhibit "A" attached hereto serves to replace, in its entirety, those Design Guidelines set forth in that certain dedicatory instrument recorded as Instrument No. 2008-112466 in the Official Public Records of Denton County, Texas, and those certain Design Guidelines recorded as Exhibit "A-7" and attached to that certain dedicatory instrument filing recorded as Instrument No. 2011-124581.

**TWO SUNSET POINTE  
HOMEOWNERS' ASSOCIATION, INC.**

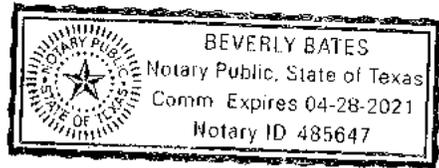
By: \_\_\_\_\_  
Its: Attorney

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Judd A. Austin, Jr., attorney for Two Sunset Pointe Homeowners' Association, Inc., known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 24<sup>th</sup> day of September, 2018.

\_\_\_\_\_  
Notary Public, State of Texas



Version 09.2018

EXHIBIT A

**FIRST AMENDED AND RESTATED  
RESIDENTIAL DESIGN GUIDELINES  
FOR SUNSET POINTE**

**2300 Dawn Mist Drive**

**Little Elm, TX 75068**

**SECTION I:  
INTRODUCTION**

**A. Vision Statement**

Standards and criteria are aimed at ensuring a high-quality appearance within Sunset Pointe and are also intended to foster a strong sense of community among Sunset Pointe residents. These standards and criteria are intended to preserve Sunset Pointe as a community residents are proud to call home.

**B. Community Image & Design Philosophy**

Sunset Pointe's design philosophy was intended to create a sense of community through the incorporation of common themes in the site planning and the design of streets, neighborhood patterns, open space, landscape architecture, architecture and building materials.

The design philosophy has been implemented through the site planning, the streetscape design, the treatment of open spaces and the expression of architecture.

Along with the design of the streetscape and community amenities, compatible and complementary architecture and appropriate materials further reinforce the sense of a unified and cohesive community.

**SECTION II:  
REVIEW PROCEDURES**

**A. Purpose and Scope**

These Design Guidelines have been developed to support and perpetuate the community's visual integrity and design philosophy and are intended to ensure the creation of a pleasant physical environment both during and after construction. They have been established to explain design requirements and the design review process for Sunset Pointe.

These Design Guidelines establish standards that are consistent with the special character and quality intended for Sunset Pointe. These standards are intended to assist design professionals, developers, builders and homeowners in the planning, design and implementation of site elements and improvements and to establish and maintain a community image that supports the natural and man-made environment of Sunset Pointe.

These Design Guidelines govern all property subject to the Declaration of Covenants, Conditions and Restrictions for Sunset Pointe, as amended (the "Declaration"). Unless otherwise specifically stated in these Design Guidelines, all plans and materials for construction projects or design issues on a Residential Lot must be approved before construction activity begins. Unless otherwise specifically stated in the Design Guidelines, no structure may be erected upon any Residential Lot and no improvements (including staking, clearing, excavation, grading and other site work, exterior alteration of existing improvements, and planting or removal of landscaping materials) shall take place without receiving the prior written approval of the Architectural Review Committee (ARC) as described below.

While any Owner may remodel, paint, or redecorate the interior of his or her dwelling without approval, any exterior alteration, decoration, or construction visible from adjoining properties, the public right of way, or community open space requires approval. When these Design Guidelines specifically allow an Owner to proceed without advance

approval, such allowance shall only be effective so long as the Owner complies with the requirements of the stated guideline.

Owners are responsible for ensuring compliance with all requirements stated herein, and also with those set forth in the Declaration and any subsequently adopted and recorded amendments to the Design Guidelines. Owners should review and become familiar with these documents, particularly the Use Restrictions promulgated in accordance with the Declaration.

The ARC will determine if a violation to these Design Guidelines has occurred. In the event of any violation of these Design Guidelines, the Association, by and through the Board of Directors, may take any action set forth in the Declaration and as allowed by law. The Association, by and through the Board of Directors, may remove or remedy the violation and/or seek injunctive relief requiring the removal or the remedying of the violation. In addition, the Association shall be entitled to recover the costs incurred in enforcing compliance and/or impose a fine against the offending party, which fine shall not exceed 10% of the cost of achieving compliance.

Because of the wide variety of construction techniques, materials and colors available, it is not possible to address every potential issue that may arise. Therefore, any details provided in an Application for Review or which arise on the Lot during construction or modification may be approved or disapproved by the ARC, as defined herein, at its sole discretion.

### **B. Architectural Review Committee (ARC)**

Architectural control and design review for Sunset Pointe is handled by the Architectural Review Committee. The ARC has jurisdiction over all matters relating to architecture and landscaping, as set forth in the Declaration. The ARC shall review plans and specifications for all improvements on any Lot, have jurisdiction over all improvements on any Lot, be the conclusive interpreter of these Design Guidelines and monitor the effectiveness of the Design Guidelines. The Board, or ARC with the Board's approval, may promulgate additional design standards and review procedures consistent with these Design Guidelines. The Board has the authority to appoint and remove members of the ARC, with or without cause.

### **C. Interpretation**

The provisions of these Design Guidelines shall be held to be the minimum requirements for the promotion of the health, safety, welfare, order and prosperity of the present and future inhabitants of Sunset Pointe. Where the conditions imposed by any provision of these Design Guidelines conflict with comparable conditions or standards imposed by a Town of Little Elm permit requirement or building code or regulation, the more restrictive provision shall govern.

### **D. Construction Permits**

These Design Guidelines have not been developed to approve of construction permits. Any necessary construction permits are to be submitted to the Town of Little Elm or any future governing authority.

### **E. Amendments to Design Guidelines**

The Board, or the ARC with the Board approval, shall have authority to amend the Design Guidelines provided, however, so long as Declarant owns a Lot such amendments are not valid without the consent of the Declarant. There shall be no limitation on the scope of amendments to the Design Guidelines. The Design Guidelines may be amended to remove

requirements previously imposed or otherwise to make the Design Guidelines less restrictive. Any amendments to the Design Guidelines shall apply to construction and modifications commenced after the date of such amendment only and shall not apply to require modifications to or removal of structures previously approved once the approved new construction or modification has commenced.

## **F. Design Review Procedures**

### **1. Review of Improvements**

All exterior alterations, decorations, or construction on any Residential Lot that is visible from adjacent property, public right of way, or public open space, must be reviewed and approved by the ARC prior to the commencement of work. As specified below, each Owner shall submit for review an application, plans, and exhibits no later than ninety (90) days prior to the commencement of construction.

### **2. Limitation or Liability or Approval of Plans**

The review and assessment of an application is based solely on aesthetic considerations as informed by these Design Guidelines; and neither the Association, the ARC or any Member of the foregoing, shall bear any responsibility for ensuring the structural integrity or soundness of approved new construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Association, the ARC nor a Member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Residential Lot.

### **3. Review Period**

The ARC will meet regularly as needed to review all plans submitted for approval. The ARC may require submission of additional material and may postpone action until all required materials have been submitted. The ARC will reply to the submittals in writing, if the ARC feels additional materials, are necessary or if it needs additional information or has any suggestions for change. The ARC will act on the plans within thirty (30) days after receipt of all materials required by the ARC (unless the time is extended by mutual agreement). A written response of the decision of the ARC will be sent by mail or electronic mail within five (5) days of the ARC decision. The ARC may extend the time frame to respond to the applicant up to an additional twenty (20) days so long as the applicant is sent notice of the extension within the thirty (30) day period referenced above.

### **4. Appeal**

Any Owner shall have the right to appeal a decision of the ARC by resubmitting the information and documents specified above; however, such appeal shall be considered only if the appellant has modified the proposed construction or modification or has new information which would, in the ARC's opinion, warrant reconsideration. In the case of a disapproval and re-submittal, the ARC shall have thirty (30) days from the date of each re-submittal to approve or disapprove any re-submittal. The filing of an appeal does not extend any maximum time-period for the completion of any construction. An applicant has no right to appeal to the Board unless the applicant has modified the proposed construction or modification in good faith and resubmitted to the ARC for consideration. Upon appeal, the Board has the right to affirm or deny the ARC's decision or advise the applicant what modifications will be required for the application to be approved, and then refer the matter back to the ARC for further consideration. Notwithstanding the foregoing, the Board has no duty to advise the applicant of the modifications necessary for approval.

### **5. Implementation of Approved Plans and Penalty for Noncompliance**

All projects and construction shall be implemented per approved plans or requests. If construction is found to not be in accordance with the approved Plans, the ARC will require the Builder or Homeowner to remedy the discrepancies.

If the Owner fails to remedy such non-compliance or fails to commence and continue diligently toward achieving compliance within the time period stated in the notice, then such noncompliance shall be deemed to be in violation of the Declaration and these Design Guidelines. In such case, the Board, on behalf of the Association, shall notify the Owner that it may take action to remove the noncompliance and/or seek injunctive relief, recovery of costs incurred, and imposition of a fine, which shall not exceed 10% of the ARC's cost of achieving compliance. The ARC, at its sole discretion, may require the Builder to provide a Certificate of Accuracy from a registered licensed Surveyor (hired by the Builder) attesting to the accuracy ( $\pm 6''$  tolerance) of the building foundation approved by the ARC. The certificate shall be in the form of an improvement survey showing dimensions of foundation to property lines and elevations (related to USGS datum or equivalent benchmark) of top of foundation walls. Points at which elevations are taken shall be clearly identified and correlate with location of top of foundation as shown on the final approved plans.

#### **6. Period of Plan Validation**

For initial construction of a dwelling on a Residential Lot, final approval of plans is valid for thirty-six (36) months unless otherwise agreed to by the ARC and the Builder or Homeowner in writing. Construction shall begin within this period and be completed within twelve months from commencement of Construction. Construction is deemed commenced when the foundation for the home to be constructed on the Residential Lot is underway. For home modifications or other projects, the ARC may include in the approval a maximum time period for the completion. If no maximum time period is specified in the approval, such modifications shall be completed within ninety (90) days of the commencement of work. The Owner may request an extension of the maximum time period allowed for new construction or for modifications not less than seven (7) days prior to the expiration of such time period. If approved improvements are not completed within the default periods set forth above or, if applicable, within any extension approved by the ARC, the approval shall be deemed withdrawn, and the incomplete construction or project shall be deemed to be in violation of the Declaration and these Design Guidelines.

#### **7. Changes after Approval**

Proposed changes to plans, including but not limited to changes in materials, building components, grading, paving, utilities, landscaping, or signage, made after the approval of plans must be submitted to and approved in writing by the ARC prior to commencement of construction, as defined above. Close cooperation and coordination between the Owner and the ARC will help ensure that changes are reviewed in a timely manner. If a government authority having jurisdiction over Sunset Pointe requires that changes be made to plans previously approved by the ARC, the Owner shall notify the ARC of such requirements and receive approval from the ARC prior to implementing such changes.

### **G. Design Review Application**

#### **1. Application for Review**

The Owner shall submit the Application for Review to the ARC. Such Application for Review shall meet the following requirements:

##### **a. General Information**

Owner's name, address, and telephone number  
Type of project; and  
Project Address

**b. Nature of Request**

The Owner shall attach a written description of the proposed project to the Application for Review. If the Application for Review is being re-submitted pursuant to an appeal of the ARC's decision, the application shall state clearly such fact. All Applications for Review shall be addressed to the appropriate committee at the address set forth on the cover of these Design Guidelines.

**c. Review Fees**

There will be no fee required by the ARC for the initial review and first appeal, if applicable. A review fee of \$250.00 is required for a second appeal after plans have twice been denied. This fee will be paid at the time the appeal is submitted.

**d. Plans**

All applications for construction shall include plans for review. These plans shall illustrate the design and visual quality of the project as well as how the project complies with these Design Guidelines.

**e. Architectural Plan Review**

For major improvements, such as room additions, remodels, structural changes or accessory building construction, the builder of Homeowner shall submit to the ARC one set of professionally prepared 24" x 36" or 11" x 17" construction documents at a scale of 1/8" = 1'0" or 1/4" = 1'0" that includes the following:

Architectural elevations (front, sides, and rear), indicating typical proposed grade lines, finish floor elevations, top of slab elevations and building height calculations.

Floor plans, including square footage for each floor

Roof plans indicating pitches, ridges, valleys and location of mounted equipment

Indication of all proposed exterior materials.

Exterior details, including items such as chimneys, exterior stairs and decks, railings, and deck supports.

Typed schedule of all finished exterior materials and colors, including siding and downspouts, trim/gutters, roofing, garage doors, front door, and window trim.

Cut sheets for exterior lighting.

Any other proposed improvements (e.g., decks, awnings, hot tubs, etc.)

Lot, block, subdivision name, street address with Owner and Builder's names listed

Site Plan Review - For major improvements, such as room additions, remodels, structural changes or accessory building construction, the Builder or Homeowner shall also submit to the ARC on set of 24" x 36" or 11" x 17" construction documents that includes the following:

Site Plan for each lot, at a scale of 1" = 10' 0" or 1" = 20' 0".

Lot lines and dimensions, building setbacks, street right-of-ways, curb lines and easements.

Building footprint, main finished floor elevations and garage slab elevations.

Walks, driveways, decks, accessory structures, fencing, retaining walls with top and bottom wall elevations (subject to the Declaration).

**f. Landscape Plan and Other Site Improvements Review**

ARC approval is required prior to installation of any landscaping or any other site improvements as described herein, with the exception of flowers and shrubs. In most cases, the materials required for a submittal of this type will not have to be professionally prepared, but at a minimum should be drawn to scale and shall have sufficient detail to permit a comprehensive review by the ARC. The following guidelines should be utilized in preparing drawings or plans:

The drawings or plan should be prepared at a scale of 1" = 10'0" or 1" = 20'0" and should depict the property lines of the lot and the "footprint" of the home as located on the lot. Existing improvements, in addition to the home, should be shown on the drawing and identified. Such existing improvements include driveways, easements, walkways, decks, trees, shrubs, etc.

Plans for any other site improvements, including but not limited to play/sports equipment, dog runs, hot tubs, trellises, retaining walls, fencing, lighting, gazebos, etc. shall be shown on the plan with a description of the proposed improvements, including the materials, and colors to be used. In the case of structural improvements (trellises, gazebos, fencing, etc.) and elevation drawn to scale of the proposed improvement is required.

**2. Additional Information**

The ARC may require the submittal of additional plans, drawings, specifications, samples or other material if deemed necessary to determine whether a project will comply with these Design Guidelines.

**3. Revisions and Additions to Approved Plans**

Revisions and/or additions to the approved Plans made by the Builder and/or Homeowner shall be resubmitted to the ARC for approval. The revised plans shall follow the requirements outlined above. The ARC will then review the plans and provide a written response within thirty (30) days after the submittal.

**4. Design Review Criteria**

While the Design Guidelines are intended to provide parameters for design and visual quality, they are not all-inclusive. In its review process, the ARC will consider, among other things, the quality of workmanship, harmony of design with existing structures, topography, and finish grade elevations. ARC assessment will be based solely on aesthetic considerations, as informed by these Design Guidelines.

**5. Variances**

The ARC or Board, by majority vote, may grant variances when circumstances require deviation from these Design Guidelines. Such circumstances may include, but not limited to, limitations caused by topography, natural obstructions, or other environmental considerations. The ARC shall have the power to grant a variance from strict compliance in such circumstances, so long as the variance does not result in a material violation of the Declaration and is compatible with existing and anticipated uses of the adjoining properties. No variance shall be effective unless in writing and signed by the Chair of the ARC or President of the Board. Note the granting of a Variance does not constitute permission to deviate from more restrictive codes or ordinances of the Town of Little Elm.

## SECTION III: DESIGN GUIDELINES

### **A. Site Planning**

The Location and orientation of buildings on Residential Lots directly impact the visual quality of the streetscape. This section provides guidelines for the arrangement and presentation of buildings on Residential Lots.

### **B. Architectural Variety**

To maintain architectural variety along the residential street, homes of the same floor plan, but with a different elevation shall maintain one (1) Lot between one another, whether on the same side of the street or on the opposite side of the street (See Exhibit B (I)). In addition, homes with the same floor plan but with the same elevation shall maintain a minimum of three (3) Lots between one another, whether on the same side of the street or on the opposite side of the street unless approved by ARC (See Exhibit B (II)). Identical brick selections shall not be placed on homes unless it maintains one (1) Lot between one another, whether on the same side of the street or on the opposite side of the street (See Exhibit B (I)).

### **C. Utilities and Utility Easements**

Existing utilities and utility easements are located throughout Sunset Pointe. Prior to commencing construction, owners are responsible for locating and avoiding existing water, sewer, gas, electrical, cable television and other utility lines or building over utility easements. It is the responsibility of the Owner to repair or replace existing utilities damaged during work on his or her Lot.

### **D. Architecture**

#### **1. Neighborhood Architecture and Styles**

Architecture and the built environment make many important contributions to Sunset Pointe's visual context. Due to the importance of these elements, all architectural styles should produce a cohesive visual framework while maintaining architectural variety. All architecture should reflect high quality and craftsmanship, both in design and construction. The use of unusual shapes, colors, and other characteristics that causes disharmony should be avoided.

Unacceptable architectural styles for Sunset Pointe include but are not limited to ultra-contemporary, Southwestern, geodesic dome, log construction, and A-frame construction.

#### **2. Lot Types**

Sunset Pointe will be comprised of four (4) basic lot types. These lot types are designated by the typical lot front footage width. If a Phase has more than one lot type, then the ARC will designate the lot type from the schedule below. The four basic lot types are as follows:

Type I –	Typical Lot front footage width of 50' to 55'
Type II –	Typical Lot front footage width of 60' to 65'
Type III –	Typical Lot front footage width of 70' to 74'
Type IV –	Typical Lot front footage width greater than or equal to 80'

### **3. Minimum Square Foot of Living Area on Dwelling Lots**

The Minimum living area square footage of dwelling Lots on all Type I lots shall be 1400 square feet with no maximum.

The Minimum living area square footage of dwelling Lots on all Type II lots shall be 1600 square feet with no maximum.

The Minimum living area square footage of dwelling Lots on all Type III lots shall be 2000 square feet.

The Minimum living area square footage of dwelling Lots on all Type IV lots shall be 2400 square feet

Building design should include all facades, rather than emphasizing only the front elevation. Accessory buildings and enclosures should complement the style and scale of the main structure to develop well-balanced massing.

### **4. Exterior Surface Materials and Colors**

Homes within Sunset Pointe should be designed with a high level of detail, with careful attention to the combination and interface between materials. Materials chosen shall be appropriate for the theme and scale of the building, compatible with its location within Sunset Pointe, and expressive of the community's desired character and image. The ARC will review all exterior materials as to type, color, texture and durability, as well as the extent of use of any single material or combination of materials.

Quality materials such as natural stone and brick masonry, acrylic-based stucco, cementitious siding and select use of natural wood will be encouraged within the development in keeping with the timeless image of the community and the desire for visual harmony. Incorporating more than one material on exterior walls is allowed provided they meet Town of Little Elm ordinances.

Use of white or gray brick is not allowed unless specifically approved by the ARC. Mortars are to be gray, cream, natural or white unless specifically approved by the ARC. Brick size shall be limited to "King-Size" or smaller.

Stone masonry joints shall be struck clean where appropriate and held to a maximum of 1" in width. The use of Masonite, birch, plywood, aluminum or metal siding is not permitted.

The following are prohibited except with the express written consent of the ARC:

- Metal structures such as sheds
- Metal as a building skin
- Mirrored glass
- Exposed cinder block

The use of color shall generally be restricted to earth tones or natural colors found in the immediate surroundings and shall apply equally to additions and/or alterations to existing structures as well as to new detached structures. Garish or unusual colors and color combinations, and/or unusual designs are discouraged. No bright, unfinished or mirrored surfaces will be allowed.

### **5. Sidewalks, Walkways and Driveways**

Sidewalks shall be installed as required by the Declaration and shall have a medium broom finish, unless approved otherwise by the ARC.

Driveways shall be either concrete paved with a medium broom finish, stamped and colored concrete, or exposed aggregate concrete. Other materials require ARC approval.

Extension or expansion of driveways requires ARC approval prior to installation.

The ARC shall not approve such extensions or expansions intended for side yard parking or vehicle storage.

## **6. Roofs**

The roof pitch on all single-family dwellings are to be 6:12 minimum.

All roof materials and colors are subject to ARC approval. Roof color should be "weatherwood" or comparable in color; color will be approved by the ARC. Asphalt shingles shall be a minimum of three-ply, 20-year architectural grade shingle subject to ARC approval.

Reflective roofing materials are prohibited. Metal roofs shall be considered reflective unless they have been painted or otherwise treated to reduce or eliminate reflections. The submittal shall include a complete specification of such proposed materials, including the manufacturer's claims with regards to reflectivity. Skylights shall be of flat glazed glass. Lots. The Recreational Amenity Centers may have metal roofs if approved by the ARC.

ARC approval is required for rooftop equipment and accessories, unless specifically accepted in this Section. All rooftop mechanical equipment shall match roofing colors, with the exception of solar panels, and be screened from neighboring dwellings, yards, sidewalks, and streets. Exposed flashing, gutters and downspouts shall be painted to match the fascia or siding material of the structure. Any solar equipment and skylights shall be incorporated into the structure and building mass and be architecturally compatible with the residence.

## **7. Garages**

Detached garages require ARC approval. Such garages shall be compatible with and complementary to the main residence in architectural style, material, color and location.

## **8. Security Doors and Windows**

Requests for security treatments for doors and windows must be approved by the ARC prior to installation; however, the use of "burglar bars", steel or wrought iron bars, or similar fixtures on the exterior of any windows or doors is strictly prohibited unless decorative and part of original manufacturer's design. ARC approval is not required for the addition of screen doors or other type doors to a home or an accessory building if the material matches or is similar to existing doors on the house and if the color is complementary to that of existing doors on the house.

## **9. Windows**

Windows shall be of clear glass or a tinted glass of bronze, gray, green or smoke color. The use of reflective glass or reflective tinting is prohibited. Solar screens do not require prior ARC approval so long as the colors of such solar screens are brown, black or brown/black in nature. Colors other than those noted in the prior sentence require prior ARC approval before potential installation.

## **10. Awnings and Overhangs**

The use of awnings and overhangs requires ARC approval prior to installation. The materials and colors shall be the same or generally recognized as being complementary to the exterior of the building and will be attached directly to the structure without requiring supporting columns or poles. Neither metal nor plastic awnings will be permitted.

## **11. Decks and Balconies**

ARC approval is required prior to the installation of a deck or balcony. Decks and balconies shall be constructed of wood or of a material similar to that of the residence and, if painted, shall be painted a color similar to or generally accepted as complementary to the residence. Decks and balconies shall be installed as an integral part of the residence. Any such decks or balconies shall be located so as not to obstruct or diminish the view from or create a

nuisance for adjacent property owners. Construction shall not occur over easements and shall comply with the applicable Design Review procedures as stated in Section II (G) of these Design Guidelines. Decks shall be no more than four (4) feet off the ground and shall be set back a minimum of five (5) feet from property lines. Views under decks shall be screened.

#### **12. Patios**

ARC approval is required for the construction of patio covers, open patios, and enclosed patios. Freestanding patio covers are acceptable, as approved, as are roof extensions (loggias). Patio covers and posts shall be constructed of wood at of a material generally recognized as complementary to the residence and shall be similar to or generally recognized as complementary in color to the exterior color of the residence.

Open patios should be an integral part of the landscape plan and should be located so activities do not create a nuisance for adjacent property owners. The patio color shall be similar to or generally accepted as a color complementary to the color of the residence. Enclosed patios shall be constructed of materials that are similar to or generally accepted as complementary to those of the residence.

#### **13. Painting/Repainting**

ARC approval is required for any exterior painting or repainting of the home or its accessory improvements. The submittal shall contain the manufacturer's paint chips with name and code number. All exterior finishes should be in subdued earth tones such as gray, green, brown, muted blues or reds, or other similar colors. Generally, garage doors should be painted a muted color and blend with other colors of the home, as prescribed herein. Note: If painting home same or similar color ARC approval is not required.

#### **14. Alterations, Additions, and Expansions**

ARC approval is required for any exterior alteration to, addition to, or expansion of a home. The architectural design and materials used in any and all exterior additions, alterations, or renovations shall conform to the original home's design intent with respect to style, detailing, and materials used in the initial construction, as prescribed herein.

#### **15. Accessory Structures**

ARC approval is required prior to construction of any accessory structure, including but not limited to sheds and permanently installed playhouses. Play structures, such as forts, slides, swings or a combination thereof (as distinguished from playhouses), are not subject to this Paragraph 15 but shall be governed by the standards set forth in Paragraph 6 of Subsection E of this Section III. Applications for accessory structures will be reviewed with regard to Lot size, setbacks, and primary building size. Accessory structures should serve as functional elements and enhance the aesthetic qualities and visual theme of Sunset Pointe. Accessory structures such as permanent storage sheds and gazebos shall be located in the rear yard or in a location not prominently visible from the street and shall adhere to the standards herein. Storage sheds and gazebos shall be architecturally compatible with the home. Accessory structures shall meet the following criteria:

- Accessory structures shall be of the same color, material, and architectural style as the main residence or of color, material, and style that is generally recognized as complementary to that of the main residence.
- An accessory structure's roofing materials shall match those of the main residence.
- Accessory structures shall be no larger than 8' x 8', unless a variance is given.
- Accessory structures shall conform to the side and rear yard setbacks.
- Accessory structures shall not unreasonably obstruct any adjacent neighbor's view.

Carports (non-fully enclosed automobile shelters) and temporary sheds are prohibited.

**16. Mailboxes**

Mailboxes shall be of a design and constructed of materials approved by the ARC and shall conform to the standard attached hereto as Exhibit A, United States Postal Service regulations and any Design Guidelines.

**17. Exterior Lighting**

ARC approval is required prior to changing or adding exterior lighting. In reviewing lighting requests, the ARC will consider the visibility, style, location and quantity of the light fixtures. Landscape lighting fixtures shall be dark-colored so as to be less obtrusive and shall be as small in size as is reasonably practical. Low voltage (12 volts) lighting is preferable to conventional house-voltage systems because of its safety advantages. All lighting shall be compatible with the architecture of the residence. Except for: (i) model home uses approved by the Association, or (ii) innovative products previously approved by the ARC based on considerations such as technological advances, all in-ground up landscape lighting in the front yard (except porches) of a Lot shall be mercury vapor and produce a "moonlit" effect. Exterior lighting shall not produce glare or direct illumination across a property line of an intensity that creates a nuisance or detracts from the use or enjoyment of adjacent property.

Lighting for walkways generally should be directed toward the ground.

**18. Air-Conditioning and Other Mechanical Equipment**

ARC approval is required prior to the installation of air-conditioning equipment. Ground level air conditioning Lots shall be installed at street level only. All mechanical equipment, including air-conditioning equipment, shall be located in a side or rear yard only.

**19. Energy Conservation**

The use of energy conservation techniques is encouraged when appropriate. Solar technology shall be screened from view from adjacent properties and the public right-of-way and must be approved by the ARC prior to installation. Site planning and landscape design for energy conservation is encouraged.

**E. Lifestyle Accessories**

**1. Clotheslines**

Clotheslines of any type are prohibited.

**2. Compost**

Subject to ARC review, one compost pile measuring no more than three (3) feet in height may be allowed within the rear yard if such is adequately screened by planting and/or fencing so as to conceal it from view of neighboring residents, and the street. Owners shall be responsible for ensuring that compost piles are well maintained so as not to emit odors or attract rodents or insects.

**3. Dog Runs**

Dog runs require ARC approval on a case-by-case basis. Dog runs shall be located within side or rear yards in such a way that they are not visible to neighbors or community open space. The ARC will evaluate the proposed location and size of the dog run with consideration given its impact on adjacent properties and streets. Generally, dog run areas should not exceed three hundred (300) square feet in size and fence height should not exceed five (5) feet. The use of underground invisible dog run fencing is encouraged on a case-by-case basis. The dog run fencing should be immediately adjacent to the home and compatible with the home in material and color. Galvanized, chain-link

fencing is prohibited. Dog runs shall be well screened from neighboring properties and streets with landscaping. "Dog kennels" are not permitted.

**4. Gazebos and Greenhouses**

ARC approval is required prior to the construction of any gazebo or greenhouse. Any gazebo or greenhouse should be an integral part of the landscape plan. See Accessory Structures for guidelines.

**5. Latticework**

Attached latticework or garden trellis may be installed without approval, provided it is an integral part of the landscaping and complementary to the exterior materials of existing structures. Freestanding latticework will be considered as a Gazebo (see above).

**6. Play Structures**

Play structures, such as forts, slides, swings or a combination thereof (as distinguished from playhouses), shall be located in the rear yard and set back a minimum of five (5) feet from the rear and/or side property lines of a Lot. Play structures shall be predominately muted earth tone colors. Play structures not exceeding eight (8) feet in height may be installed without prior approval. Any Owner wishing to install a play structure with a height not exceeding fourteen (14) feet must first obtain written approval from the ARC. As a condition precedent to the ARC having any obligation to review a request for approval of a play structure, the ARC must be presented with a written request for approval from the Owner, detailing the location, materials, color and dimensions of the play structure which has been approved by the Owners of Lots which share side and rear property lines with the Owner wishing to install the play structure. The approval of the adjacent Owners must be in writing and the ARC shall have the right to contact any such Owner to verify their consent to the proposed installation. For purposes of this Paragraph 6, the term "height" shall mean the vertical distance from grade to the corresponding uppermost point of the play structure.

**7. Recreational Equipment**

Permanent freestanding, pole-mounted basketball goals are not allowed in the front yard. Portable, freestanding-basketball goals are conditionally allowed if placed and properly stored out of public view when not in use. Placement and use of freestanding goals within the street right-of-way is prohibited. Approval is not required for the installation of recreational equipment in side and rear yards, so long as the equipment is no taller than seven (7) feet.

**8. Satellite Dishes and Antennas**

Satellite dishes larger than one (1) meter in diameter are prohibited. The satellite dish shall be mounted on the roof or the side of the home. Pole mounted antennas are permitted provided that they are installed in the rear yard and are NOT visible from public view.

**9. Spas**

ARC approval is required prior to the construction of any spa, "hot tub", Jacuzzi etc. Any Spa shall be located in the side or rear yard in such a manner that it is not immediately visible to adjacent property homeowners. Spas should be designed as an integral part of the deck or patio area where they are located.

**10. Swimming Pools**

The ARC will review requests for swimming pools and pool equipment on a case-by-case basis. Consideration will be given to, but not necessarily limited to, setback from and impact on neighboring properties and the size of the pool enclosure. Only in-ground pools, however, will be considered except that inflatable pools (generally used by young

children) are permitted (if less than 2' deep and 10' diameter) and not subject to ARC approval. No permanent above-ground pools will be permitted.

#### **11. Temporary Structures**

Temporary structures, other than playhouses and those used during the initial construction of a residence, are not permitted; ARC approval is required for tents other than camping tents used for parties or for occasional overnight sleeping by children that are left standing for no longer than 72 hours.

#### **12. Tennis Courts**

Tennis courts require ARC approval. Courts shall be enclosed with black vinyl-clad, chain-link fencing, and all posts, support rails, gates and associated hardware shall be black vinyl-clad or painted to match. Tennis court fence height shall not exceed twelve (12) feet on end enclosures, and four (4) feet on side fencing. Tennis court lighting is prohibited.

#### **13. Yard Ornaments**

Yard ornaments, including but not limited to, birdhouses, fountains, sculpture, statues, and banners require ARC approval.

#### **14. Signs**

Declarant, so long as it owns a Lot and thereafter, the Board, shall have the right and privilege to develop and implement uniform signage specifications and requirements applicable throughout Sunset Pointe, including Builder "For Sale" signage and model home signage. Existing homes for sale shall have no more than one temporary sign per Lot that advertises property, which stands no more than four (4) feet high, which has dimensions of no more than five (5) square feet, and which is conservative in color and style. Temporary signs may be displayed only while the Lot/home is for sale and shall be removed when the property is no longer for sale. A Builder "Sold" sign will be allowed until the closing of the home or lot to a third party. No signs shall be permitted to advertise property for rent or lease.

Trade signs, which include but are not limited to landscaping, painting, remodeling, etc., may only be displayed while work is in progress. The installation or relocation of all other signs requires ARC approval. The ARC may dictate a specific uniform size, style and color for such trade signs.

Unauthorized signs placed by builders, service providers, vendors, homeowners, or other parties, placed in or on right of ways, thoroughfares, collectors, or common areas will be prohibited. If a violation does occur, the ARC reserves the right to remove the sign.

Every Owner shall provide address numbers or sign incorporated into the design of the residence and clearly visible from the street. One security sign may be permitted in the front yard located either adjacent to the driveway or in close proximity to the front entrance of the main dwelling. The ARC may impose size, shape and color restrictions on security signs. No signs shall be erected on the roof of any structure. All builders are encouraged to provide address numbers permanently incorporated into the design of the home (e.g., cast stone inserts) and located to be clearly visible on either side of the garage of the home.

The content, placement and appearance of all temporary signs are subject to ARC approval.

#### **15. Fire Wood Storage**

ARC approval is not required for storage of firewood provided it is located in rear yard only, is not visible from any street, and is neatly stacked.

## 16. Trash Cans

Trash cans and recycling bins shall be placed behind the front building line of the Lot. They shall be stored in the garage, in the rear yard behind the fence or screened in the side yard. Storing trash cans and/or recycling bins in the front yard of the Lot or visible to public view in the side yard is NOT permitted.

## 17. Flags/Flagpoles/Spirit Signs/Seasonal Banners

Displays of patriotism and school pride are encouraged within reason and decorum. Each Owner is permitted to mount one temporary flagstaff (not to exceed 6' length and 4" diameter) on the front, rear or side of the home. No roof-mounted or pole-mounted flagstaff is allowed. Multiple flag configurations and any flagstaff in excess of 6' length and 4" diameter must be approved by the ARC. An Owner may use the flagstaff to post non-offensive or non-defamatory nationality ensigns, pennants or banners that contain no more than 24 square feet of material. A flagstaff that is temporary (no more than 7 days) and attached to a front pillar or front wall of a home and which does not exceed 6' length does not require ARC approval. So long as Declarant owns a Lot, flagpoles and flags that are used for marketing purposes by builders at model homes are excluded from these provisions so long as they comply with City requirements.

- a. Flagpoles not exceeding 20' in height are allowed by statute in a front yard having not less than 15' between the front lot line and the front building set back.

## F. Landscaping and Hardscapes

### 1. Landscape Integration

In keeping with the landscape theme of Sunset Pointe, it is important that all residential landscapes blend with the surrounding environment. Careful integration of site grading, architecture, and landscaping will accomplish this, while also maximizing each site's potential. Thoughtful attention to landscape design will ensure that as each home site is completed, it will become an integrated element in the overall character of Sunset Pointe.

Homeowners are required to extend landscaping to the street curb or sidewalk where it is adjacent to the street.

All landscaping shall be maintained in accordance with the requirements of the Declaration.

### 2. Initial Landscaping

Irrigation, Sod & Landscaping shall be installed before home completion and occupancy.

Landscaping should consist of a combination of sodded turf areas and bed areas containing shrubs and ground cover. Side, front and rear yard areas shall be 100% irrigated and 100% sodded where there are no landscaping beds. One (1) three (3) foot tree shall be planted in the front yard. Applies only to the initial construction on Type III and Type IV Lots and to any revisions done on all Lots that previously had or then currently has a home thereon; however, builders are encouraged to follow the guidelines of such 2nd and 3rd sentences even in their initial construction of homes on Type I and Type II Lots.

Large expanses of mulch or bed areas without substantial shrub or groundcover plantings are unacceptable. Stone or gravel mulch with harsh, unnatural or high contrast colors are prohibited.

### 3. Landscape Maintenance

The following practices are suggested to help minimize maintenance problems:

- Plants should be chosen with regard to the region's climate and their ultimate size, shape and growth rates.

- Plants and irrigation heads shall be located out of the path of pedestrian/bicycle traffic.
- Irrigation systems should be maintained. Such maintenance should include draining and servicing sprinkler systems and conducting operational checks on a weekly basis to ensure proper performance of the system.
- Fertilization, weed and pest controls, etc. should be provided only as required for optimum plant growth.
- Trees should be spaced to allow for efficient mowing.
- Plants with similar sun, water, and space requirements should be located together.
- Original landscaping requirements must be observed when turf, trees, shrubs or groundcover becomes diseased or dies and needs to be replaced.

#### **4. Lot Grading**

Owners shall not grade their property in a manner that interferes with the established drainage pattern over any property, except as approved in writing by the ARC. Owners should work with the natural contours and seek solutions that minimize the impact of grading with respect to major alterations of existing grades. Grading shall not extend onto adjacent properties without approval of the Owners of those adjacent properties.

Berms, slopes and swales may be used to define spaces, screen undesirable views, and reduce noise and high winds but should not exceed three (3) feet of horizontal distance to one foot of vertical height (3:1 slope). This will permit greater ease of mowing and general maintenance. Extensive cut/fill slopes are discouraged. Fill slopes shall not exceed 3:1. Cut slopes may be 3:1 if the soil's natural angle of repose allows.

Terracing which utilizes retaining walls may be used where the space cannot accommodate the maximum slope, provided that retaining walls shall not exceed four (4) feet in height, with a minimum of five (5) feet between adjacent walls. Retaining wall locations are subject to ARC approval.

#### **5. Drainage**

Existing and proposed drainage and grading shall be indicated on the Site Plan. Owners shall not interfere with the established drainage pattern over any property except as approved in writing by the ARC. Homeowners may make drainage modifications to their Lots provided that they do not alter the established drainage pattern. Landscape plans shall conform to the established drainage pattern, shall cause water to drain away from the foundation of the house, and shall prevent water from flowing under or ponding near or against the house foundation. Water shall flow fully over walkways, sidewalks or driveways into established drainage patterns. Obstruction of surface flows resulting in a backup of water onto any Lot or Tract is strictly prohibited. If deemed necessary, the ARC may require a report from a drainage engineer as part of landscaping or improvement plan approval. As defined above, accepted erosion control measures shall be used during construction to reduce adverse silting impacts downstream.

#### **6. Walls**

The installation of walls requires ARC approval. Walls should appear as extensions of the home's architecture and be complementary to the main structure. Walls and landscape borders may be used to enclose and define courtyards, extend and relate the building forms to the landscape, and provide security and privacy. Freestanding walls shall not exceed eight (8) feet in height. Low decorative walls including landscape borders that are part of the landscape design will be considered and if taller than 12" must be held together by mortar. Front yard landscape walls or landscape borders shall not exceed three (3) feet in height, be level and plumb; if visible from a public street shall be of natural or man-made stone while being complementary to the home's architecture. Plastic and or metal edging is acceptable for edging and not borders and must not be visible. Retaining walls shall not exceed four (4) feet in

height, unless engineered by a licensed engineer in the State of Texas, there shall be a minimum of five (5) feet between adjacent walls, and walls shall be located so as not to alter established drainage patterns. Retaining walls and landscape borders visible from a public street shall be of natural or man-made stone, not concrete material. Lots (cmu), retaining walls located on the side of the home may be CCA Treated Timbers. The Owner/Builder of the "high side" property shall be responsible for installation of side property line retaining walls. Pursuant to the Declaration, the foregoing standards are intended as an aesthetic guide only. The ARC does not ensure the soundness, structural integrity, or effectiveness of retaining walls constructed in conformity with this section. The ARC shall not be responsible for ensuring the structural integrity or soundness of any approved retaining wall.

## **7. Fences**

All fences require ARC approval. Any change by an Owner to the original fence location or material provided by a builder will require approval from the ARC. Since most Lots with homes built thereon share a boundary fence with adjoining Lots, any change to the original location or material originally provided by a builder must comply with the following requirements:

- The Owner seeking to make a change or modification to such fencing must submit the following to the ARC:
  - A site plan showing area of fence made the subject of the change for which approval is being requested and referencing property addresses of Lot(s) impacted by such change;
  - Detail of all materials being used for project;
  - A written explanation of the differences in the fence being installed and the fence being repaired or replaced;
  - A drawing clearly showing the dimensions and location of the fence being installed;
  - An affidavit, sworn to in the presence of a Notary Public in a form deemed acceptable to the ARC, certifying that the Owner requesting the approval for the project has explained the project to all affected adjacent landowners and obtained approval for the project from all such adjacent landowners. The approval from a tenant occupant of an adjacent property is insufficient.
    - Should the Owner be unable to obtain the consent of all adjacent landowners, the ARC will request the non-consenting Owner to submit in written form the reasons detailing why the Owner does not consent to the project. The ARC, in its sole and reasonable discretion, has the discretionary authority to determine whether the reasoning set forth by the non-consenting Owner is reasonable and warrants denial of the project.

The cost to maintain or repair portions of any boundary fence shared by another Owner that falls into disrepair or requires maintenance shall be borne by all Owners that share the fence and the expenses associated with the maintenance and/or repair shall be shared equally by all such Owners. Owners shall use their best efforts to complete such repairs within one (1) month of the occurrence of the event that caused the need for such repair. An Owner who pays for the cost to maintain or repair a fence shall have the right to seek reimbursement from the other Owner(s) who share the fence and have failed and refused to pay their fair share. Neither the Association, the Board nor the ARC shall have any right or obligation to cause or seek to cause an Owner to make the reimbursement as provide herein, as such claim for reimbursement is personal to any such Owner who pays the cost of repair or maintenance.

Fences are required to be stained or treated to prolong the life of the fence and to maintain the visual integrity of the community. Acceptable semi-transparent stain colors include: Clear, Natural Cedar, Honey Gold Cedar or Natural Redwood semi-transparent stain. Paint, solid stains and latex are not acceptable. Gates should be compatible to fencing in design, material, height and color. A single gate width on any fence shall not exceed four (4) feet. Two

gates of equal size may be adjoined to form a double gate but shall not exceed eight (8) feet in width. Double gates require ARC approval.

Whereas fences may be necessary to enclose areas for safety, security or privacy reasons, extensive installation of fences in Sunset Pointe is discouraged except as provided for in these Design Guidelines. Except where wrought iron fences have been installed by the Association or a builder (generally near common areas) in accordance with the provisions hereinbelow, all rear yards shall be screened from public view. Lots that contain a Screening Wall on one or more property lines shall terminate its wooden privacy fence directly into the Screening Wall at a height such that the wooden privacy is below the height of the Screening wall. Furthermore, no wooden privacy fences shall run parallel and adjacent to any Screening Wall. Fences shall not extend beyond the front face of the exterior wall that contains the residence's primary front entrance. Neither plastic nor chain-link fencing are allowed. The ARC reserves the right to mandate the use of wrought iron fencing where the ARC deems necessary to ensure consistency and community design. Notwithstanding anything contained herein to the contrary, a 4' wrought iron fence will be mandatory on the property lines of lots that are adjacent to the common areas and proposed future city park areas around the Lake Lewisville Corps of Engineers Property. These areas are currently known as: Tract 61X of Block 5; Lots 6X, 102X and 103X of Block 35; Tract 1X and 37X of Block 42; Lot 25X of Block 45; Lot 1X of Block 49; Lot 7X of Block 59; and Lot 28X of Block 74. These wrought iron fences will make up part of the backyard fencing on those lots in Phases 1-3, 8-13 and 16-18. Lots 1-4 of Block 42 in Phase 11 and all Lots in Phases 17 and 18 will not be required to have wrought iron (or similar ornamental metal) fencing. All fences shall be maintained consistent with community-wide standards. In the event a fence or wall is damaged or destroyed, the Owner shall repair or recondition the same at Owner's expense within three (3) weeks of the damage using materials of equal or greater value.

#### **8. Hardscape Materials**

All materials and construction should communicate high quality and craftsmanship. Specification for hardscape materials shall be subject to the approval of the ARC. The ARC may request samples of hardscape materials.

The Owner shall secure ARC approval prior to paving with any paving material, including without limitation concrete, asphalt, brick, flagstone, stepping stones, and pre-cast patterned or exposed aggregate concrete pavers, and for any purpose, including without limitation walks, driveways or patios.

#### **9. Vegetable Gardens**

ARC approval is not required if located in rear or side yards so that both the garden and its accessory operating areas are screened from view of adjacent homes, public areas and the vegetable gardens should not have excessive weeds, and plants should be removed at the end of each growing season. Tall plants, such as corn and sunflowers, shall be completely screened from view from adjoining properties and public right of ways.

#### **10. Sight Triangle Maintenance**

Homeowners shall keep Property within traffic triangles free at all times of any object great than 3' in height.

### **G. Construction Plans**

ARC approval is required prior to the commencement of any construction as described in the Design Guidelines. Procurement of applicable permits from other governmental agencies is the responsibility of the Owner and shall be obtained prior to commencement of construction. Once begun, construction shall be completed expeditiously and in strict accordance with approved plans. No structure may be occupied until a certificate of occupancy has been issued by authorized government authority.

## **H. Compliance With Plans**

Contractors are responsible for complying with the approved construction plans, these Design Guidelines and the tree preservation requirements. If trash, debris, or spillage is not cleaned up, or damage to protected or improved areas is not repaired the ARC reserves the right to complete the cleanup or repairs needed and specifically assess all related costs to the contractor and/or Owner. Contractors and Owners are encouraged to notify the ARC of any potential issues related to compliance with approved plans.

## **I. Facilities**

### **1. Hours of Operation**

Hours of operation shall be the Town of Little Elm time frames of when exterior construction is allowed.

### **2. Construction Trailers, Sheds or Temporary Structures**

All construction trailers, sheds, or temporary structures require ARC approval prior to installation. All such shelters shall be removed upon completion of construction. Temporary living quarters for workmen are strictly prohibited.

### **3. Sanitary Facilities**

The contractor shall be responsible for providing adequate sanitary facilities for construction workers. It is the obligation of all contractors and subcontractors to leave the project site free from trash, debris, unused materials and equipment. The ARC reserves the right to specifically assess any and all contractors, subcontractors, or Owners for clean-up cost.

## **J. Maintenance**

### **1. Construction Drainage**

The Owner shall provide temporary erosion control measures during the construction period as described above. Temporary barriers such as silt fences shall be utilized as needed. It is recommended that the Owner landscape slopes as soon as possible after grading has been completed to control erosion.

### **2. Vehicles and Access**

All construction-related vehicles shall enter Sunset Pointe via the designated construction entrance, as designated by the Association. All vehicles shall be parked so as not to (i) impede traffic, mail delivery or ingress/egress of a resident's driveway, or (ii) damage surrounding natural landscape. The ARC may designate, at time of plan review or during construction, specific areas for the parking of construction workers' vehicles and/or equipment. Washing of vehicles and/or construction equipment on streets within Sunset Pointe is prohibited. Parking and/or storing of contractor or subcontractor's vehicles, trailers and equipment after normal working hours within areas of the community that are within 150' of occupied homes is prohibited.

### **3. Utility Disruption**

If any telephone, cable TV, electrical, water, or other utility lines are cut, it is the offending party's obligation to report the incident to the ARC and the affected utility provider.

## **SECTION IV: DEFINITIONS**

**A. Architectural Review Committee (ARC)**

The ARC has jurisdiction over all matters relating to architecture and landscaping, as set forth in the Declaration. The ARC shall review plans and specifications for all improvements on any Lot, have jurisdiction over all improvements on any Lot, the conclusive interpreter of these Design Guidelines. The Board, or ARC with Board approval, may promulgate additional design standards and review procedures consistent with these Design Guidelines. The Board has the authority to appoint and remove members of the ARC with or without cause.

**B. Association**

The Homeowner's Association for Sunset Pointe is Two Sunset Pointe Association, Inc. A non-profit corporation formed under that name whose Articles of Incorporation are filed with the Texas Secretary of State.

**C. Common Areas/Public Open Space**

Greenbelts, trails, amenity centers, playgrounds and parks.

**D. Declarant**

Shall mean and refer to Lennar and the successors and assigns (if any) with respect to the voluntary disposition of all or substantially all the assets of Lennar or the voluntary disposition of all or substantially all the rights title and interest of Lennar in and to the Property, where such voluntary disposition of right, title and interest expressly provides for the transfer and assignment of the rights of Lennar as "Declarant". No person or entity purchasing the Property or any part thereof from Lennar in the ordinary course of business shall be considered as Declarant.

**E. Declaration**

Declaration of Covenants, Conditions, And Restrictions governing Two Sunset Pointe Association, Inc. as recorded by the Declarant.

**F. Design Guidelines**

Refers to this particular document entitled "First Amended and Restated Residential Design Guidelines for Sunset Pointe", together with any and all amendments or supplements hereto.

**G. Established Drainage Pattern**

The drainage pattern as engineered and constructed by a Builder prior to (or in some cases, immediately following) conveyance of title from a Builder to the individual homeowner.

**H. Improvements**

Any exterior changes, alterations or additions to a Lot from its condition at the time of purchase.

**I. Lot**

A platted lot or building site within Sunset Pointe.

**J. Owner**

The owner of a record of a Lot, whether one or more persons or entities, hereinafter referred to as Owners, but including all owners, builders, consultants, or any other authorized agents of the Owner.

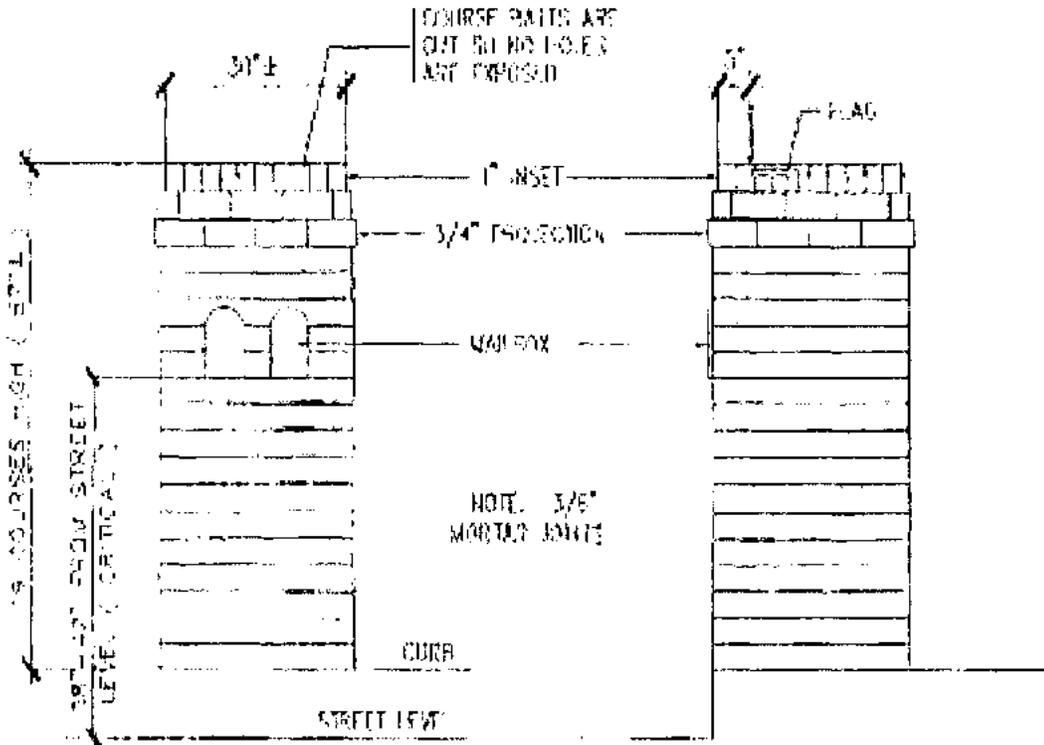
**K. Property (-ies)**

Any asset, real or personal. An ownership interests.

L. Screening Wall

Any wood or masonry fence or wall installed by the Association adjacent to major roads and/or thoroughfares.

EXHIBIT A



STANDARD MAILBOX DETAIL

Exhibit B

Brick Detail Chart

Exhibit depicting 1 unit between one another regarding (1) same floor plan and different elevations  
(2) brick color differentiation

B (I)

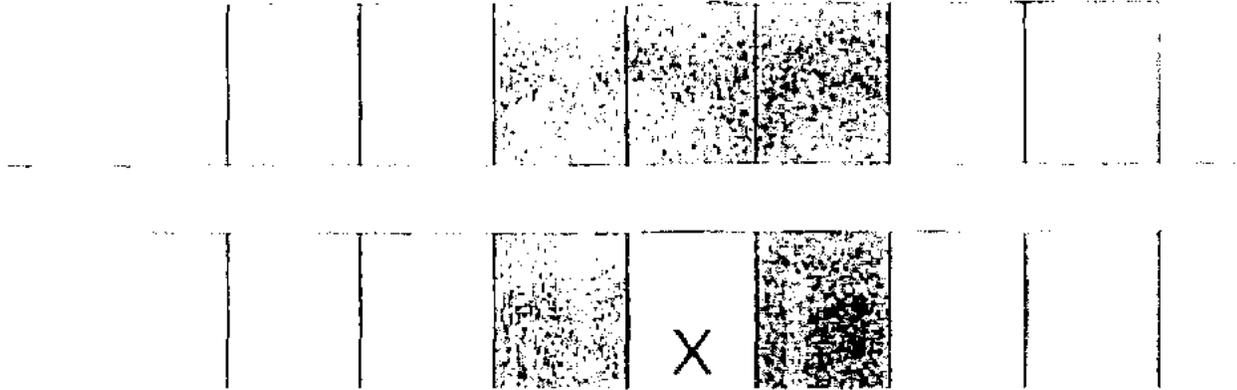
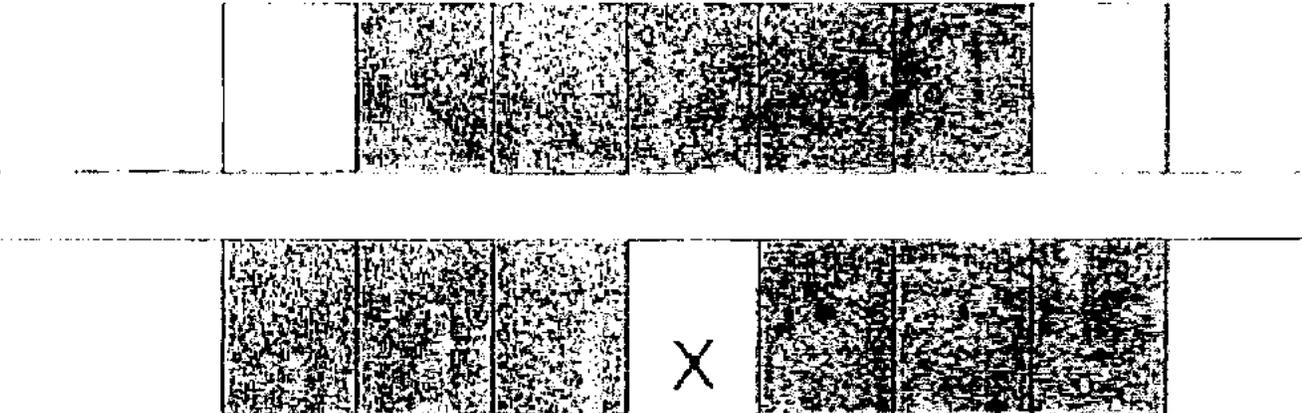


Exhibit depicting 3 units between one another regarding same floor plan and same elevations

B (II)



## **EXHIBIT B**

Those tracts and parcels of real property located in the City of Little Elm, Denton County, Texas and more particularly described as follows:

- (a) All property subject to the **Declaration of Covenants, Conditions and Restrictions for Sunset Pointe, dated December 27, 2005 and recorded as Document Number 2003-156536 in the Official Public Records of Denton County, Texas; and**
- (b) All property subject to the **Sunset Pointe, Phase One, an addition in the City of Little Elm, Denton County, Texas, according to a map or plat thereof, recorded as Document No. 183130 of the Map Records of Denton County, Texas; and**
- (c) All property subject to the **Sunset Pointe, Phase Two, an addition in the City of Little Elm, Denton County, Texas, according to a map or plat thereof, recorded as Document No. 208443 of the Map Records of Denton County, Texas; and**
- (d) All property subject to the **Sunset Pointe, Phase Three, an addition in the City of Little Elm, Denton County, Texas, according to a map or plat thereof, recorded as Document No. 208446 of the Map Records of Denton County, Texas; and**
- (e) All property subject to the **Sunset Pointe, Phase Four, an addition in the City of Little Elm, Denton County, Texas, according to a map or plat thereof, recorded as Document No. 208445 of the Map Records of Denton County, Texas; and**
- (f) All property subject to the **Sunset Pointe, Phase Five, an addition in the City of Little Elm, Denton County, Texas, according to a map or plat thereof, recorded as Document No. 83548 of the Map Records of Denton County, Texas; and**
- (g) All property subject to the **Sunset Pointe, Phase Six, an addition in the City of Little Elm, Denton County, Texas, according to a**

**map or plat thereof, recorded as Document No. 83549 of the Map Records of Denton County, Texas; and**

- (h) **All property subject to the Sunset Pointe, Phase Nine, an addition in the City of Little Elm, Denton County, Texas, according to a map or plat thereof, recorded as Document No. 83550 of the Map Records of Denton County, Texas; and**
- (i) **All property subject to the Sunset Pointe, Phase Eleven, an addition in the City of Little Elm, Denton County, Texas, according to a map or plat thereof, recorded as Document No. 83551 of the Map Records of Denton County, Texas; and**
- (j) **All property subject to the Sunset Pointe, Phase Ten, an addition in the City of Little Elm, Denton County, Texas, according to a map or plat thereof, recorded as Document No. 108300 of the Map Records of Denton County, Texas; and**
- (k) **All property subject to the Sunset Pointe, Phase Twelve-A, an addition in the City of Little Elm, Denton County, Texas, according to a map or plat thereof, recorded as Document No. 108301 of the Map Records of Denton County, Texas; and**
- (l) **All property subject to the Sunset Pointe, Phase Thirteen, an addition in the City of Little Elm, Denton County, Texas, according to a map or plat thereof, recorded as Document No. 83552 of the Map Records of Denton County, Texas; and**
- (m) **All property subject to the Sunset Pointe, Phase Fourteen, an addition in the City of Little Elm, Denton County, Texas, according to a map or plat thereof, recorded as Document No. 58978 of the Map Records of Denton County, Texas; and**
- (n) **All property subject to the Sunset Pointe, Phase Fifteen, an addition in the City of Little Elm, Denton County, Texas,**

**according to a map or plat thereof, recorded as Document No. 70013 of the Map Records of Denton County, Texas; and**

- (o) **All property subject to the Sunset Pointe, Phase Six Amended Plat, an addition in the City of Little Elm, Denton County, Texas, according to a map or plat thereof, recorded as Document No. 61403 of the Map Records of Denton County, Texas; and**
- (p) **All property subject to the Sunset Pointe, Phase Seven, an addition in the City of Little Elm, Denton County, Texas, according to a map or plat thereof, recorded as Document No. 56298 of the Map Records of Denton County, Texas; and**
- (q) **All property subject to the Sunset Pointe, Phase Twelve, an addition in the City of Little Elm, Denton County, Texas, according to a map or plat thereof, recorded as Document No. 35167 of the Map Records of Denton County, Texas; and**
- (r) **All property subject to the Sunset Pointe, Phase Twenty Three-A, an addition in the City of Little Elm, Denton County, Texas, according to a map or plat thereof, recorded as Document No. 16243 of the Map Records of Denton County, Texas; and**
- (s) **All property subject to the Sunset Pointe, Phase Seventeen, an addition in the City of Little Elm, Denton County, Texas, according to a map or plat thereof, recorded as Document No. 68648 of the Map Records of Denton County, Texas; and**
- (t) **All property subject to the Sunset Pointe, Phase Eighteen, an addition in the City of Little Elm, Denton County, Texas, according to a map or plat thereof, recorded as Document No. 68649 of the Map Records of Denton County, Texas; and**
- (u) **All property subject to the Sunset Pointe, Phase Eight, an addition in the City of Little Elm, Denton County, Texas,**

**according to a map or plat thereof, recorded as Document No. 108207 of the Map Records of Denton County, Texas; and**

- (v) **All property subject to the Sunset Pointe, Phase Sixteen, an addition in the City of Little Elm, Denton County, Texas, according to a map or plat thereof, recorded as Document No. 134026 of the Map Records of Denton County, Texas; and**
- (w) **All property subject to the Sunset Pointe, Phase Twenty Four-A, an addition in the City of Little Elm, Denton County, Texas, according to a map or plat thereof, recorded as Document No. 2008-341 of the Map Records of Denton County, Texas; and**
- (x) **All property subject to the Sunset Pointe, Phase Nineteen-A, an addition in the City of Little Elm, Denton County, Texas, according to a map or plat thereof, recorded as Document No. 2008-113421 of the Map Records of Denton County, Texas; and**
- (y) **All property subject to the Dominion at Lakeview Sunset Pointe, Phase Nineteen-B, an addition in the City of Little Elm, Denton County, Texas, according to a map or plat thereof, recorded as Document No. 2010-122 of the Map Records of Denton County, Texas; and**
- (z) **All property subject to the Dominion at Lakeview Sunset Pointe, Phase Nineteen-C, an addition in the City of Little Elm, Denton County, Texas, according to a map or plat thereof, recorded as Document No. 2011-124 of the Map Records of Denton County, Texas; and**
- (aa) **All property subject to the Enclave at Lakeview Sunset Pointe, Phase Twenty-A, an addition in the City of Little Elm, Denton County, Texas, according to a map or plat thereof, recorded as Document No. 113432 of the Map Records of Denton County, Texas; and**

- (bb) All property subject to the **Sunset Pointe, Phase Twenty-B, an addition in the City of Little Elm, Denton County, Texas, according to a map or plat thereof, recorded as Document No. 2010-171 of the Map Records of Denton County, Texas; and**
- (cc) All property subject to the **Enclave at Lakeview Sunset Pointe, Phase Twenty One, an addition in the City of Little Elm, Denton County, Texas, according to a map or plat thereof, recorded as Document No. 2011-178 of the Map Records of Denton County, Texas; and**
- (dd) All property subject to the **Enclave at Lakeview Sunset Pointe, Phase Twenty Two, an addition in the City of Little Elm, Denton County, Texas, according to a map or plat thereof, recorded as Document No. 2012-203 of the Map Records of Denton County, Texas; and**
- (ee) All property subject to the **Dominion at Lakeview Sunset Pointe, Phase Twenty Three, an addition in the City of Little Elm, Denton County, Texas, according to a map or plat thereof, recorded as Document No. 2012-202 of the Map Records of Denton County, Texas; and**
- (ff) All property subject to the **Enclave at Lakeview Sunset Pointe, Phase Twenty Four, an addition in the City of Little Elm, Denton County, Texas, according to a map or plat thereof, recorded as Document No. 2013-50 of the Map Records of Denton County, Texas; and**
- (gg) All property subject to the **Sunset Pointe, Phase Twenty Four-A Amending Plat, an addition in the City of Little Elm, Denton County, Texas, according to a map or plat thereof, recorded as Document No. 2015-344 of the Map Records of Denton County, Texas; and**

- (hh) All property subject to the **Dominion at Lakeview Sunset Pointe, Phase Twenty Five, an addition in the City of Little Elm, Denton County, Texas, according to a map or plat thereof, recorded as Document No. 2014-177 of the Map Records of Denton County, Texas; and**
- (ii) All property subject to the **Enclave at Lakeview Sunset Pointe, Phase Twenty Six, an addition in the City of Little Elm, Denton County, Texas, according to a map or plat thereof, recorded as Document No. 2014-178 of the Map Records of Denton County, Texas; and**
- (jj) All property subject to the **Dominion at Lakeview Sunset Pointe, Phase Twenty Seven, an addition in the City of Little Elm, Denton County, Texas, according to a map or plat thereof, recorded as Document No. 2015-98 of the Map Records of Denton County, Texas; and**
- (kk) All property subject to the **Enclave at Lakeview Sunset Pointe, Phase Twenty Eight, an addition in the City of Little Elm, Denton County, Texas, according to a map or plat thereof, recorded as Document No. 2015-445 of the Map Records of Denton County, Texas; and**
- (ll) All property subject to the **Enclave at Lakeview Sunset Pointe, Phase Twenty B, an addition in the City of Little Elm, Denton County, Texas, according to a map or plat thereof, recorded as Document No. 2010-171 of the Map Records of Denton County, Texas; and**
- (mm) All property subject to the **Amended Plat Enclave at Lakeview Sunset Pointe, Phase Twenty Four, an addition in the City of Little Elm, Denton County, Texas, according to a map or plat thereof, recorded as Document No. 2013-77 of the Map Records of Denton County, Texas; and**

- (nn) **All property subject to the Enclave at Lakeview Sunset Pointe, Phase Twenty Nine, an addition in the City of Little Elm, Denton County, Texas, according to a map or plat thereof, recorded as Document No. 2015-446 of the Map Records of Denton County, Texas.**