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Indirect-

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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.



THE 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.

Cynthia Mitchell
County Clerk
Denton County, Texas

AFTER RECORDING, PLEASE RETURN TO:

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

**FIRST 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 instruments affecting the owners of property described on Exhibits B, C, D, and E attached hereto, hereby states that the dedicatory instruments attached hereto are true and correct copies of the following:

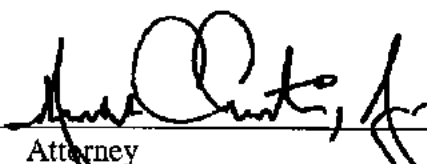
- ***Two Sunset Pointe Homeowners Association, Inc. - Payment Plan Policy*** (Exhibit "A-1");
- ***Two Sunset Pointe Homeowners Association, Inc. - Records Retention and Production Policy*** (Exhibit "A-2");
- ***Two Sunset Pointe Homeowners Association, Inc.. - Guidelines for Solar Energy Panels and Certain Roofing Materials*** (Exhibit "A-3");

- ***Two Sunset Pointe Homeowners Association, Inc. - Guidelines for Rain Barrels/Collection Devices*** (Exhibit "A-4");
- ***Two Sunset Pointe Homeowners Association, Inc. - Guidelines for the Installation of Flags and Flag Poles*** (Exhibit "A-5");
- ***Two Sunset Pointe Homeowners Association, Inc. - Design Guidelines for Religious Displays on Doors and Door Frames*** (Exhibit "A-6"); and
- ***Residential Design Guidelines for Sunset Pointe*** (Exhibit "A-7").

All persons or entities holding an interest in and to any portion of property described on Exhibits B, C, D, and E attached hereto are subject to the foregoing dedicatory instruments.

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

**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 29th day of December, 2011.



Michelle L. Rutledge
 Notary Public, State of Texas

TWO SUNSET POINTE HOMEOWNERS ASSOCIATION, INC.

Payment Plan Policy

Purpose: The purpose of this policy is to provide a uniform and consistent way to manage homeowner's requests for payment plans to address their delinquent assessments and fees due to the Association.

It is the intention of the Board of Directors to work with homeowners to satisfy their obligation to the Association.

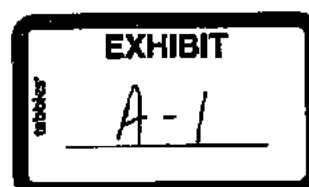
Therefore, in an effort to assist those homeowners in the payment of their obligations to the Association, the Board of Directors has established the following policy.

Payment Plans:

- 1) The Association will allow payment plans for repayment of delinquent amounts with a minimum of three (3) months' duration.
- 2) Terms for repayment of delinquent amounts shall not exceed twelve (12) months.
- 3) Assessments that become due and are added to the homeowner's account during the term of the payment plan must be paid in a timely manner in addition to repayment of delinquent amounts or must be addressed in the payment plan.
- 4) The Association will charge a fee to negotiate, establish and initiate a payment plan for the owners' delinquent balance and charge a monthly fee to administer the plan for the duration of the payment plan.
- 5) The plan must include the total debt owed to the Association, including late fees, interest, fines and other collection costs.
- 6) There shall be no waiver of any charges on the homeowner's account unless the owner submits a request for consideration of a full or partial waiver.
- 7) To be eligible for a payment plan, the homeowner must not have defaulted on a prior payment plan within the two (2) year period preceding the default unless agreed to by the Board.
- 8) Interest on the unpaid balance on the homeowner's account will be suspended during the payment plan.
- 9) The plan must contain a schedule setting forth the date that each payment will be made and the exact amount of each payment to be made.
- 10) Payment plans approved after the account has been turned over to the Association's attorney for collection must be paid in certified funds.
- 11) Payment plans approved after notice has been given to a homeowner that the property is in foreclosure must include a minimum amount established by the Board of Directors in the individual payment plan request and the initial payment must be received on or before the deadline established by the Association's attorney.
- 12) Homeowners will not be allowed access to the pools or any other amenities while on a payment plan until the account is brought current.

Settlements:

The Board of Directors will consider offers to settle an account. Once the homeowner is at the foreclosure stage settlements must be paid in certified funds and are subject to the deadlines established by the Association's attorney.



Default:

The Board of Directors shall herein establish criteria for determining what constitutes "default" on payment plans.

"Default" may include one or all of the following:

- 1) Failure of an owner to make a payment by the proposed date in accordance with the approved payment plan.
- 2) Failure of an owner to make the full amount of a payment as stated in the approved payment plan.
- 3) Failure of an owner to make a timely payment of any additional assessments that come due during the term of the payment plan.

Should the homeowner default on a payment plan:

- 1) The Board of Directors, at their sole discretion, reserves the right to add suspended interest from the date the plan was approved.
- 2) The Board of Directors, at their sole discretion, can declare the outstanding balance due and payable immediately in certified funds.
- 3) The Board of Directors reserves the right to proceed with appropriate collection measures in accordance with the Association's Collection Policy in order to secure payment of amounts due to the Association.

Priority of Payments:

Except as otherwise provided for and authorized by law, the Association will apply partial payments from owners in accordance with state statute, in other words, in the following order:

- 1) Delinquent assessments
- 2) Current assessments
- 3) Attorney fees and collection costs associated solely with delinquent assessments, and any other charge that could provide the basis for foreclosure
- 4) Other attorney fees not associated with the collection of assessments
- 5) Fines
- 6) Other amounts owed the Association which are unsecured

However, should an owner default on a payment plan, the Association will then apply partial payments from that owner from the date of default in the order determined by the Application of Payments policy previously filed by the Association on February 6, 2007.

**Two Sunset Pointe Homeowners Association, Inc.
Records Retention and Production Policy
Effective January 1, 2012**

The Two Sunset Pointe Homeowners Association, Inc. (the "Association"), in accordance with State law, will retain and produce records as detailed below.

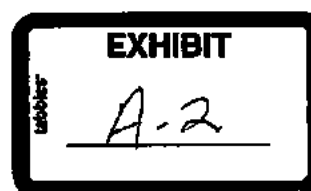
Retention of Records

The Association will maintain records in the following categories for the duration stated for each category:

<u>Category</u>	<u>Retention Period</u>
Account Records of Current Owners	Five (5) Years
Contracts for Terms of at Least One (1) Year	Four (4) Years after Expiration of Contract
Minutes of Owner Meetings / Board Meetings	Seven (7) Years
Tax Returns and Audits	Seven (7) Years
Financial Books and Records	Seven (7) Years
Governing Documents	Permanently

Production of Records

- Owners may have access to Association records, upon submission of a written request to the Association or its representative by certified mail to the mailing address of the Association or authorized representative as listed in the current management certificate.
- The written request must identify the records requested and indicate whether the owner wants to inspect the records or have the Association forward copies.
- The Association will respond to the written request within ten (10) business days from receipt of the request to, as appropriate:
 - (i) provide written notice of dates on which records may be inspected, or
 - (ii) provide the requested copies, or
 - (iii) provide the owner written notice that it is unable to produce the records within the ten (10) day period and provide a date, within fifteen (15) business days from the date of the Association's response, by which the records will be sent or made available to the owner for inspection
- Owners are responsible for the costs of producing and copying Association records in accordance with the cost schedule below. The Association will estimate the costs for producing records.



- Payment must be made in advance.

Cost Schedule

Standard Paper Copy (either 8.5" x 11" or 8.5" x 14") – ten cents (\$.10)

Oversized Paper Copy (up to 11" x 17") – fifty cents (\$.50)

Rewritable CD or Non-rewritable CD – one dollar each (\$1.00)

Programmer – twenty-eight dollars and fifty cents (\$28.50) per hour

Labor- fifteen dollars (\$15.00) per hour

Overhead – 20% of the labor and/or programmer charge

Labor charge will be applied whenever it is necessary to locate, compile, manipulate data and reproduce the requested information if the request exceeds fifty (50) pages. The Labor charge will apply regardless of the number of pages if the documents requested are in a remote storage facility.

A programmer charge will be applied if a particular request requires the service of a programmer to execute an existing program so that the requested information may be accessed and copied.

Records Which Will Not Be Produced. The Association will keep certain records confidential and decline to make them available. These specifically includes:

- (i) violation histories of owners
- (ii) owners' personal financial information
- (iii) owners' contact information other than address
- (iv) association personnel files

**Two Sunset Pointe Homeowners Association, Inc.
Guidelines for Solar Energy Panels and Certain Roofing Materials**

For purposes of these Guidelines, the term "Solar Energy Panel" means a panel device or system designed primarily to collect solar energy, and collect and subsequently use solar energy as thermal, mechanical, or electrical energy. Solar energy panels may not be installed without prior written approval of the Architectural Review Committee (ARC).

The installation of Solar Energy Panels will not be allowed if:

- (i) in violation of any law
- (ii) on property owned or maintained by the Association
- (iii) in common areas
- (iv) located anywhere but on the owner's roof or in his/her fenced-yard or patio
- (v) the device extends beyond the roofline or does not conform to certain allowed design guidelines
- (vi) it is taller than the fence line
- (vii) it is installed in a manner that voids material warranties
- (viii) it is installed without prior approval by the Association or its designated Architectural Review Committee and/or
- (ix) the device would "substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities." However, this finding will be reconsidered by the Association or its designated Architectural Review Committee if the owner obtains written approval of the installation from all neighboring owners.

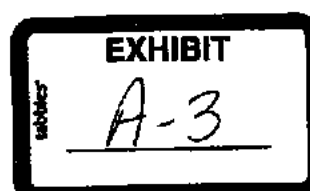
The intent of this restriction is to allow the installation of Solar Energy Panels but to maintain, to the greatest extent possible, the aesthetics of the community and the harmony established by the plan of development for the Association.

GUIDELINES FOR SOLAR ENERGY PANELS:

- In all circumstances where roof installation is contemplated, Solar Energy Panels shall conform to the slope of the roof and the top edge of the Solar Energy Panel shall be parallel to the roof ridge.
- Solar Energy Panel frames, support brackets, or any visible piping or wiring must be of a silver, bronze or black tone, whichever blends most effectively with the roof.
- Color or finish of the panel must blend to the greatest extent possible with existing roof color.
- Panels, mounting devices, etc. must be repaired or replaced with 30 days of date of damage.
- Ground mounted system(s) shall be as small as possible, located in rear or side yards and screened from neighboring properties by fencing or landscaping.
- No Solar Energy Panels may be placed on the front elevation of the home.

SOLAR ENERGY PANEL SUBMISSION REQUIREMENTS:

- A copy of the existing site plan showing the house and any accessory structures, significant vegetation, property lines and the proposed location of the Solar Energy Panels.



- A drawing or photographs showing the proposed location of the Solar Energy Panels and description of any visible auxiliary equipment.
- Catalog photographs or manufacturer's "cut sheets" of all components including dimensions, colors, materials, etc.
- Plans of proposed landscaping or screening for ground mounted Solar Energy Panels.

Certain Roofing Materials: Shingles that are designed primarily to (i) resist wind and hail, (ii) provide heating/cooling efficiency greater than ordinary composite shingles, or (iii) generate solar energy may be installed with prior written approval of the ARC so long as the shingles aesthetically resemble approved shingles within the Association, are more durable or of better quality than "normal" shingles allowed within the subdivision, and aesthetically match the owner's and surrounding properties.

**Two Sunset Pointe Homeowners Association, Inc.
Guidelines for Rain Barrels/Collection Devices**

The Association, in accordance with State law, will permit owners to install rain barrels/collection devices if they meet architectural requirements as outlined by the association. However, the following also applies:

The Association prohibits owners from installing rain barrels/collection devices on any common area or property owned by the association.

The Association may prohibit owners from installing rain barrels/collection devices on an owner's property between the front building line and the street.

General Considerations

Rain barrels/collection devices should be generally designed to be unobtrusive in location and appearance and must not cause drainage problems to the property or its neighbors.

The location should take advantage of screening provided by existing or proposed structures and/or vegetation.

The installation of rain barrels/collection devices in attached housing shall be in accordance with the approved project standards established by the Association for location, color, screening, etc.

Specific Guidelines

1. The preferred location is in the rear or side yard; rain barrels/collection devices may be prohibited in front yards.
2. The rain barrel/collection device must be installed at the base of an existing downspout. Only one rain barrel/collection device may be installed per downspout.
3. The overflow from the rain barrel/collection device shall discharge to the same location as the current downspout.
4. The size of a rain barrel/collection device bin is generally limited to 36" in height and 24" in diameter.
5. The container must be designed for the purpose of collecting rainwater; a converted trash can is not an acceptable alternative.
6. The bin must be sturdily constructed of durable plastic in black, brown, green, simulated wood with a screened cover and a splash block provided for the overflow.
7. Other colors which are consistent with the trim, siding or overall color scheme of the home will be reviewed on a case by case basis.
8. The rain barrel/collection device should be set into a landscaped area, so that its appearance will be softened by plant material. Additional landscaping or screening may be required to diminish the visual impact on other properties or from the street.
9. The rain barrel/collection device should be an enclosed device to avoid becoming a breeding ground for mosquitoes and maintained so that it does not create a visual nuisance.



Submission Requirements

Homeowners are required to submit for consideration:

A copy of the existing site plan showing the location of the house, any accessory structures, significant vegetation, property lines, and the proposed location of the rain barrel/collection device.

A catalog photograph or manufacturer's "cut sheet" of the rain barrel/collection device, including dimensions, material, and color.

A planting plan indicating the type and location of vegetation or other screening, existing or proposed.

**Two Sunset Pointe Homeowners Association, Inc.
Guidelines for the Installation and Display
of Flags and Flagpoles**

1. The only flags which may be displayed are: (i) the flag of the United States of America; (ii) the flag of the State of Texas; and (iii) an official or replica flag of any branch of the United States armed forces. No other types of flags, pennants, banners, kits or similar types of displays are permitted on a Lot if the display is visible from a street or Common Area.
2. The flag of the United States must be displayed in accordance with 4 U.S.C Sections 5-10.
3. The flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code.
4. Any freestanding flagpole, or flagpole attached to a dwelling, shall be constructed of permanent, long-lasting materials. The materials used for the flagpole shall be harmonious with the dwelling and have a finish appropriate to the materials used in the construction of the flagpole. The materials used for the flagpole shall have a silver finish with a silver or gold ball at the top. The diameter of the flagpole may not exceed 2.5 inches.
5. The display of a flag, or the location and construction of the supporting flagpole, shall comply with applicable zoning ordinances, easements, and setbacks of record.
6. A displayed flag, and the flagpole on which it is flown, shall be maintained in good condition at all times. Any flag that is deteriorated must be replaced or removed. Any flagpole that is structurally unsafe or deteriorated shall be repaired, replaced, or removed.
7. Only one flagpole will be allowed per Lot. A flagpole can either be securely attached to the face of the dwelling (no other structure) or be a freestanding flagpole. A flagpole attached to the dwelling may not exceed 8 feet in length. A freestanding flagpole may not exceed 20 feet in height. Any freestanding flagpole must be located in either the front yard or backyard of a Lot, and there must be a distance of at least 5 feet between the flagpole and the property line.
8. Any flag flown or displayed on a freestanding flagpole may be no smaller than 3' x 5' and no larger than 4' x 6'.
9. Any flag flown or displayed on a flagpole attached to the dwelling may be no larger than 4' x 6'.
10. Any freestanding flagpole must be equipped to minimize halyard noise. The preferred method is through the use of an internal halyard system. Alternatively, swivel snap hooks must be covered or "Quiet Halyard" Flag snaps installed. Neighbor complaints of noisy halyards are a basis to have a flag removed until the Owner resolves the noise complaint.



11. The illumination of a flag is allowed so long as it does not create a disturbance to other residents in the community. Solar powered, pole mounted light fixtures are preferred as opposed to ground mounted light fixtures. Compliance with all municipal requirements for electrical ground mounted installations must be certified by the Owner. Flag illumination may not shine into another dwelling. Neighbor complaints regarding flag illumination are a basis to prohibit further illumination until the Owner resolves complaint.
12. Flagpoles shall not be installed in Common Area or property maintained by the Association.
13. All flagpole installations must receive prior written approval from Architectural Review Committee.

**Two Sunset Pointe Homeowners Association, Inc.
Guidelines for Religious Displays**

The Association, in accordance with State law, will permit owners to display religious items exclusively on the entry to the owners' dwelling, specifically the entry door or door frame, however:

An owner may not exploit this law to use a material or color for an entry door that is prohibited by the Association's governing documents.

The display of a religious item(s) may not exceed a total of 25 square inches

The Association may prohibit the display of religious items if it/they:

- display obviously offensive language or graphics
- violate deed restrictions that do not conflict with this statute
- is/are permanently installed in a location other than the entry door or frame

The Association will not permit religious items to be displayed that pose any threat to public safety or health.



Version 10.18.04

**RESIDENTIAL
DESIGN GUIDELINES
FOR
SUNSET POINTE**

1707 Market Place Blvd.,
Suite 250
Irving, Texas 75063



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 create a strong sense of community among Sunset Pointe residents. These standards and criteria are expected to result in the development of a community that Sunset Pointe residents are proud to call home. Residential development is the primary land use in Sunset Pointe and includes several residential housing types and densities.

B. Community Image & Design Philosophy

Sunset Pointe's design philosophy is 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.

This design philosophy is realized 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 development in Sunset Pointe. The Design Guidelines provide a framework that ensures a well-designed community while allowing for creative site design and diverse architecture solutions. They represent a commitment to Sunset Pointe's future by encouraging sensitivity to the site and land use compatibility.

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 (CC&R's). 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 Declarations. 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 Declarant or the ARC may take any action set forth in the Declaration. The Declarant or the ARC may remove or remedy the violation and/or seek injunctive relief requiring the removal or the remedying of the violation. In addition, the Declarant or the ARC 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 Unit during construction or modification may be approved or disapproved by the ARC, as defined herein, at its sole discretion.

B. Administration, Enforcement and Interpretation

The Declarant has exclusive jurisdiction over all matters relating to Design Review, until 100% of the Properties have been developed and conveyed to Owners who are not Builders and so long as Declarant has not terminated such rights in a written instrument in recordable form executed by Declarant (the period during which the Declarant exercises design control will hereinafter be referred to as the "Declarant Review Period").

During the Declarant Review Period, the Declarant shall review plans and specifications for and have jurisdiction over all alterations, construction, and landscaping issues on any Unit; shall be the conclusive interpreter of the Design Guidelines; shall monitor the effectiveness of the Design Guidelines; and may, but shall not be obligated to, promulgate additional design standards and review procedures as it deems appropriate.

Prior to the surrender or termination of this right, the Declarant may from time to time, but shall not be obligated to, delegate in writing all or a portion of its rights under this Section to an Architectural Review Committee (the "ARC") appointed by the Declarant. In the event of such delegation, the ARC's jurisdiction shall be limited to such matters as are specifically delegated by the Declarant. In addition, any such delegation shall be subject to (i) the right of Declarant to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (ii) the right of Declarant to veto any decision which Declarant determines, in its sole discretion, to be inappropriate or inadvisable for any reason.

C. Architectural Review Committee (ARC)

Architectural control and design review for Sunset Pointe is handled by the Architectural Review Committee. The ARC has limited jurisdiction over those specific responsibilities delegated to it by the Declarant during the Declarant Review Period. Upon the expiration or termination of the Declarant Review Period, the ARC has jurisdiction over all matters relating to architecture and landscaping, as set forth in the Declaration. Following the Declarant Review Period, the ARC shall review plans and specifications for all improvements on any Unit, have jurisdiction over all improvements on any Unit, be the conclusive

interpreter of these Design Guidelines, monitor the effectiveness of the Design Guidelines, and may promulgate additional design standards and review procedures consistent with these Design Guidelines.

D. 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 are less restrictive than comparable conditions imposed by a City of Little Elm permit requirement or building code or regulation, the more restrictive provision shall govern.

E. Construction Permits

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

F. Amendments to Design Guidelines

The Declarant shall have sole and full authority to amend the Design Guidelines, until its jurisdiction is surrendered or terminated pursuant to the Declaration. If the Declarant's jurisdiction is so terminated or surrendered, the ARC shall have authority to amend the Design Guideline; provided, however, the Declarant's consent shall be required so long as the Declarant owns any property covered by the Declaration. 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.

G. 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 of Liability for 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 Declarant, 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 Declarant, the Association, the ARC or 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 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 within five (5) days of the ARC decision. The ARC may extend the time frame up to an additional twenty (20) days upon notification of the applicant.

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.

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 non-compliance shall be deemed to be in violation of the Declaration and these Design Guidelines. In such case, the ARC or the Declarant, whichever is appropriate, 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.

H. 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. **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"x36" or 11"x17" 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"x36" or 11"x17" 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 Master and Supplemental CCR's)

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. 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 may grant variances when circumstances require deviation from these Design Guidelines. Such circumstances may include 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 Declarant or the reviewing committee's chairperson and a majority of the committee members. Note the Variance must comply with all City Codes. The ARC shall not authorize variances without the written consent of the Declarant so long as the Declarant owns any portion of the Properties or has a right to annex any property.

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

In order to maintain architectural variety along the residential street, homes of the same floor plan, but with a different elevation shall maintain one- (1) unit 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) units 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) unit between one another, whether on the same side of the street or on the opposite side of the street (See Exhibit B (II)).

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 cause 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 originally 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 Declarant or 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 Units

The Minimum living area square footage of dwelling units on all Type I lots shall be 1400 square feet with a maximum of 2800 square feet

The Minimum living area square footage of dwelling units on all Type II lots shall be 1800 square feet with a maximum of 3400 square feet.

The Minimum living area square footage of dwelling units on all Type III lots shall be 2100 square feet.

The Minimum living area square footage of dwelling units 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 City 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. Asphalt shingles shall be a minimum of three-ply 25-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 units. The Recreational Amenity Centers may have metal roofs if approved by Declarant or ARC.

ARC approval is required for rooftop equipment and accessories, unless specifically accepted in this Section. All rooftop mechanical equipment shall match roofing colors 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. 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.

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 & 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 or 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. 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'x8', 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 ACC 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. All in ground up landscape lighting in the front yard (except porches) 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 units 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.

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 shall be located in the rear yard and set back a minimum of five (5) feet from property lines. Play structures shall be predominately muted earth tone colors and shall not exceed eight (8) feet in height. Playhouses larger than 30 sq. ft. or over six feet in height shall be considered an accessory 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 for play within the side or rear yard 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.

Owners should exercise consideration toward neighbors. Any recreational equipment shall be set back a reasonable distance from adjacent property lines so as to avoid disturbing neighbors.

8. Satellite Dishes and Antennas

Satellite dishes larger than one (1) meter in diameter are prohibited. The satellite dish or antenna shall be placed in the rear or side yard in such a manner that it is screened from view from adjacent streets and neighboring properties.

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.

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

The Master Developer 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, trades, 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 Declarant or 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. Painting of address numbers on the street curb is prohibited. 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.

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.

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 3" tree shall be planted in the front yard.

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.

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 retainage 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 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 that are part of the landscape design will be considered. Front yard landscape walls shall not exceed three (3) feet in height. 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 visible from a public street shall be of natural or man-made stone, 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 CC&R's, the foregoing standards are intended as an aesthetic guide only. Neither the Declarant nor the ARC ensures the soundness, structural integrity, or effectiveness of retaining walls constructed in conformity with this section. Neither the Declarant nor the ARC shall be responsible for ensuring the structural integrity or soundness of any approved retaining wall.

7. Fences

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. All fences other than the 4' wrought iron fencing described herein shall be of wood type with a minimum height of six-feet (6') and maximum height of eight-feet (8'). All fences also require ARC approval. 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 is allowed. The Declarant reserves the right to mandate the use of wrought iron fencing where the Declarant 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 know 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 back yard fencing on those lots in Phases 1-3, 8-13 and 16-18. Lots 1-4 of Block 42 in Phase 11 will not be required to have wrought iron 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

Reviewer 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 City of Little Elm time frames of when exterior construction is allowed.

2. Construction Trailers, Shed, 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 & Access

All construction-related vehicles shall enter Sunset Pointe via the designated construction entrance, as designated by the Declarant. All vehicles shall be parked so as not to impede traffic or 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.

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.

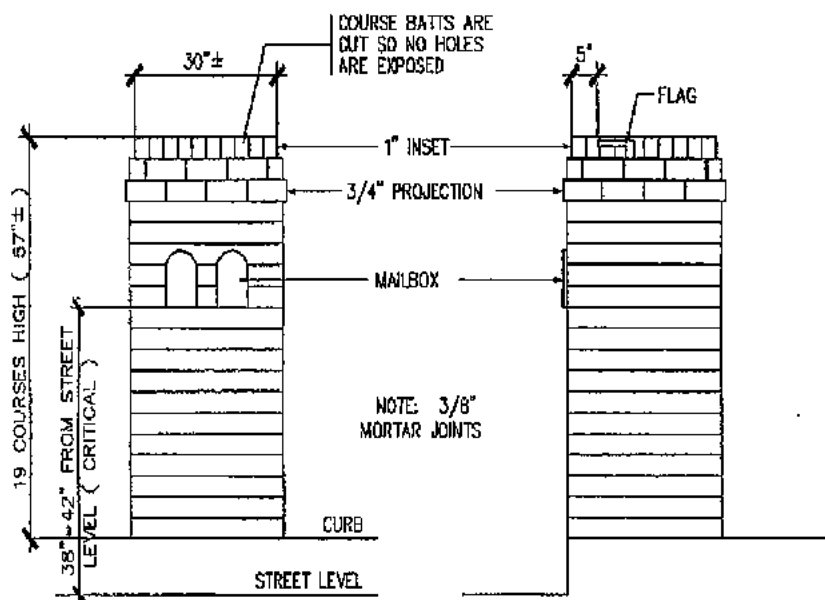
SECTION IV :

DEFINITIONS

- A. Architectural Review Committee (ARC) -
the ARC has limited jurisdiction over those specific responsibilities delegated to it by the Declarant during the Declarant Review Period. Upon the expiration or termination of the Declarant Review Period, the ARC has jurisdiction over all matters relating to architecture and landscaping, as set forth in the Declaration. Following the Declarant Review Period, 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, monitor the effectiveness of these Design Guidelines, and may promulgate additional design standards and review procedures consistent with these Design Guidelines. The Board will appoint members of the ARC.
- 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 of the assets of Lennar or the voluntary disposition of all or substantially all of 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 ("CC&R's") governing Two Sunset Pointe Association, Inc. or any Sub-Association as recorded by the Declarant.
- F. Design Guidelines -
Refers to this particular document entitled "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.
- II. 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 interest.

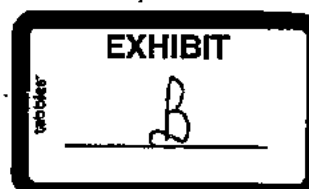
- L. Protective Covenants -
The Declaration and any Supplementary Declarations affecting Sunset Pointe as recorded by the Declarant.
- M. Reviewer -
Architectural control and design for Sunset Pointe is handled by either (i) the Declarant or (ii) the Design Review Committee. The term "Reviewer", as used in these Design Guidelines,
- N. Screening Wall-
Any wood or masonry fence or wall installed by the Declarant adjacent to major roads and/or thoroughfares.
- O. Supplementary Declaration -
Any Supplementary Declaration of Covenants, Conditions and Restrictions affecting a particular Sunset Pointe Filing as recorded by the Declarant.

EXHIBIT A



STANDARD MAILBOX DETAIL

TRACT 1
Leuner Tract



4612RES.FLD

BEING a tract of land situated in the W. McFadden Survey, Abstract No. 893, and the W.J. McNeil Survey, Abstract No. 840, in Denton County, Texas, the subject tract further being a portion of the following two tracts; a 270.0392 acre tract conveyed to Elmwood Estates, Ltd., according to the special warranty deed recorded in County Clerk File No. 97-0089712 of the Land Records of Denton County, Texas (LRDCT), and a 158.650 acre tract conveyed to same Elmwood Estates, Ltd., according to the special warranty deed recorded in Volume 4012, Page 2006 (LRDCT), the total subject being more particularly described as follows;

COMMENCING at a 1/2" iron pin with a red cap stamped Tipton Eng., Inc. set at a point on the west line of Farm-To-Market Road No. 423 and at the northeast corner of said Elmwood Estates, Ltd. 270.0392 acre tract, said corner also being the southeast corner of said Elmwood Estates, Ltd. 158.650 acre tract, said Commencing Point further being a chord bearing and distance along a curve of said Farm-To-Market Road No. 423 west line of N 02° 40' 41" E - 362.26 feet from the proposed north line of Eldorado Parkway;

THENCE, N 00° 36' 01" E, along said F.M. Road No. 423 west line a distance of 537.54 feet to the Place Of Beginning of the herein described tract, a 1/2" iron pin with a red cap stamped Tipton Eng., Inc. set at corner;

THENCE, S 89° 33' 17" W, a distance of 818.33 feet to a 1/2" iron pin with a red cap stamped Tipton Eng., Inc. set at corner;

THENCE, around a tangent curve to the left having a central angle of 58° 45' 14", a radius of 155.00 feet and a chord of S 60° 10' 40" W - 152.07 feet, an arc distance of 158.94 feet;

THENCE, S 30° 48' 03" W, a distance of 534.45 feet;

THENCE, S 53° 46' 08" W, a distance of 48.09 feet to a point on the northeasterly line of a tract of land conveyed to Eldorado West, L.L.C. according to the specialty warranty deed recorded in County Clerk File No. 2001-R0072831 (LRDCT), a 1/2" iron pin with a red cap stamped Tipton Eng., Inc. set at corner;

THENCE, along said Eldorado West, L.L.C. tract northeasterly line, and around a tangent curve to the left having a central angle of 54° 12' 51", a radius of 800.00 feet and a chord of N 63° 20' 17" W - 729.05 feet, an arc distance of 756.97 feet to a 1/2" iron pin with a red cap stamped Tipton Eng., Inc. set at corner;

THENCE, S 89° 33' 17" W, along the north line of said Eldorado West, L.L.C. tract, a distance of 555.93 feet to a 1/2" iron pin with a red cap stamped Tipton Eng., Inc. set at corner;

THENCE, N 00° 26' 43" W, leaving said Eldorado West, L.L.C. tract north line, a distance of 450.00 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

THENCE, N 89° 33' 17" E, a distance of 535.67 feet;

THENCE, around a tangent curve to the left having a central angle of 58° 45' 14", a radius of 55.00 feet, and a chord of N 60° 10' 40" E - 53.96 feet, an arc distance of 56.40 feet;

THENCE, N 30° 48' 03" E, a distance of 210.20 feet;

THENCE, around a tangent curve to the right having a central angle of 58° 45' 14", a radius of 1125.00 feet, and a chord of N 60° 10' 40" E - 1103.75 feet, an arc distance of 1153.63 feet;

THENCE, N 89° 33' 17" E, a distance of 831.57 feet to a point on the previously mentioned west line of Farm-To-Market Road No. 423 (a 90' ROW);

THENCE, along said Farm-To-Market Road No. 423 west line the following;

S 00° 35' 31" W, a distance of 542.39 feet;

S 01° 58' 23" E, a distance of 100.14 feet;

THENCE, S 00° 36' 01" W, along said Farm-To-Market Road No. 423 west line, a distance of 327.82 feet to the Place Of Beginning with the subject tract containing 2,194,398 square feet or 50.3765 acres of land;

Tract 2
Lennar Tract

METES AND BOUNDS DESCRIPTION
SOUTH TRACT

4612 S1

BEING a tract of land situated in the J.M. McNeil Survey, Abstract No. 850, Pierce Fulgham Survey, Abstract No. 427, William M. Hawkins Survey, Abstract No. 583, W. Holmes Survey, Abstract No. 1669, P.T. Homes Survey, Abstract No. 644, W.J. McNeil Survey, Abstract No. 840, James H. Holland Survey, Abstract No. 1497 and the A.W. Caruthers Survey, Abstract No. 273, Town of Little Elm, Denton County, Texas, the subject tract being all of a tract of land conveyed to Elmwood Estates, Ltd. according to the deed recorded in Volume 4114, Page 510 of the Deed Records of Denton County, Texas (DRDCT), the subject tract further being a portion of the following tracts of land conveyed to Elmwood Estates, Ltd. according to the deeds recorded in Volume 4012, Page 691, Volume 4071, Page 1377, Volume 4123, Page 2705, Volume 4155, Page 970, Volume 4012, Page 2006 and County Clerk's File Number 97-R0089714 (DRDCT), the subject tract being more particularly described as follows;

BEGINNING at a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. found at the southwest corner of a tract of land conveyed to Little Elm Independent School District according to the Deed recorded in Volume 5072, Page 910 (DRDCT), and in the approximate centerline of Walker Lane (a public ROW), said beginning point bears N 89° 54' 30" W, a distance of 1821.23 feet from the intersection of the west right-of-way line of Peach Drive with the south right-of-way line of said Walker Lane;

THENCE, S 88° 31' 08" W, along the approximate centerline of said Walker Lane, a distance of 601.20 feet to a 1/2" iron pin found at corner;

THENCE, S 89° 20' 21" W, continuing along the approximate centerline of said Walker Lane, a distance of 1139.22 feet to a 1/2" iron pin found at the southeast corner of a tract of land conveyed to the Town of Little Elm according to the Deed recorded in Volume 2591, Page 569 (DRDCT);

THENCE, N 00° 49' 03" W, along the east line of said Town of Little Elm tract, a distance of 250.63 feet to a point for corner;

THENCE, S 89° 01' 08" W, along the north line of said Town of Little Elm tract, a distance of 99.13 feet to a point for corner;

THENCE, S 00° 37' 06" E, along the west line of said Town of Little Elm tract, a distance of 250.00 feet to a 1/2" iron pin found at corner;

THENCE, S 89° 20' 27" W, along the approximate centerline of said Walker Lane, a distance of 909.87 feet to a 1/2" iron pin found at corner;

THENCE, along southerly lines of Lake Lewisville, the following;

N 00° 08' 29" W, a distance of 863.01 feet to a point for corner;

N 43° 05' 51" E, a distance of 418.74 feet to a 1/2" iron pin found at corner;

N 38° 16' 13" W, a distance of 200.52 feet to a 1/2" iron pin found at corner;

N 47° 23' 00" E, a distance of 511.45 feet to a point for corner;

N 37° 51' 25" E, a distance of 432.47 feet to a 1/2" iron pin found at corner;

N 03° 33' 41" E, a distance of 396.11 feet to a 1/2" iron pin found at corner;

S 45° 52' 43" E, a distance of 237.87 feet to a 1/2" iron pin found at corner;

N 71° 25' 59" E, a distance of 286.94 feet to a 1/2" iron pin found at corner;

S 03° 33' 38" W, a distance of 819.59 feet to a 1/2" iron pin found at corner;

S 89° 58' 30" E, a distance of 703.89 feet to a 1/2" iron pin found at corner;

N 01° 11' 36" E, a distance of 323.61 feet to a Corp Of Engineer (C.O.E.)
Concrete Monument stamped H-719-1-1 found at corner;

S 50° 34' 04" E, a distance of 74.15 feet to a C.O.E. Concrete Monument stamped
(H-719-1-2) found at corner;

S 39° 07' 21" E, a distance of 236.83 feet to a 1/2" iron pin found at corner;

S 55° 38' 53" E, a distance of 398.42 feet to a C.O.E. Concrete Monument
stamped (H-719-1-4) found at corner;

N 88° 23' 09" E, a distance of 329.43 feet to a C.O.E. Concrete Monument
stamped (H-719-1-5) found at corner;

N 45° 11' 45" W, a distance of 397.71 feet to a C.O.E. Concrete Monument
stamped (H-719-1-6) found at corner;

N 14° 22' 04" W, a distance of 311.18 feet to a C.O.E. Concrete Monument
stamped (H-719-1-7) found at corner;

N 06° 42' 00" W, a distance of 275.82 feet to a C.O.E. Concrete Monument
stamped (H-719-1-8) found at corner;

N 63° 29' 59" W, a distance of 506.27 feet to a C.O.E. Concrete Monument stamped (H-719-1-9) found at corner;

N 01° 51' 29" E, a distance of 859.99 feet to a C.O.E. Concrete Monument stamped (H-719-2-15) found at corner;

S 71° 29' 21" E, a distance of 430.26 feet to a C.O.E. Concrete Monument stamped (H-719-2-14) found at corner;

N 47° 05' 18" W, a distance of 472.67 feet to a C.O.E. Concrete Monument stamped (H-719-2-13) found at corner;

N 32° 00' 51" E, a distance of 224.34 feet to a C.O.E. Concrete Monument stamped (H-719-2-12) found at corner;

N 81° 11' 02" E, a distance of 132.57 feet to a point for corner;

THENCE, S 48° 49' 29" E, a distance of 141.50 feet to a point for corner;

THENCE, S 50° 02' 04" E, a distance of 136.57 feet to a point for corner;

THENCE, around a non-tangent curve to the right having a central angle of 138° 07' 02", a radius of 50.00 feet, a chord of N 63° 12' 27" E - 93.40 feet, an arc distance of 120.52 feet to a point for corner;

THENCE, S 55° 56' 04" E, a distance of 180.09 feet to a point for corner;

THENCE, around a non-tangent curve to the right having a central angle of 05° 57' 38", a radius of 1778.00 feet, a chord of N 48° 53' 48" E - 184.89 feet, an arc distance of 184.97 feet to a point for corner;

THENCE, S 38° 07' 23" E, a distance of 125.00 feet to a point for corner;

THENCE, N 51° 58' 36" E, a distance of 5.76 feet to a point for corner;

THENCE, around a non-tangent curve to the right having a central angle of 140° 35' 45", a radius of 50.00 feet, a chord of N 86° 01' 40" E - 94.15 feet, an arc distance of 122.69 feet to a point for corner;

THENCE, S 60° 32' 39" E, a distance of 131.33 feet to a point for corner;

THENCE, around a tangent curve to the right having a central angle of 23° 29' 07", a radius of 325.00 feet, a chord of S 48° 48' 05" E - 132.29 feet, an arc distance of 133.22 feet to a point for corner;

THENCE, around a non-tangent curve to the right having a central angle of $14^{\circ} 38' 45''$, a radius of 1358.00 feet, a chord of $N 65^{\circ} 53' 34'' E - 346.19$ feet, an arc distance of 347.13 feet to a point for corner;

THENCE, $N 16^{\circ} 47' 03'' W$, a distance of 122.02 feet to a point for corner;

THENCE, around a non-tangent curve to the right having a central angle of $04^{\circ} 38' 46''$, a radius of 1840.50 feet, a chord of $N 76^{\circ} 51' 54'' E - 149.21$ feet, an arc distance of 149.25 feet to a point for corner;

THENCE, $N 11^{\circ} 00' 07'' W$, a distance of 30.00 feet to point for corner;

THENCE, around a non-tangent curve to the right having a central angle of $09^{\circ} 15' 42''$, a radius of 1870.50 feet, a chord of $N 83^{\circ} 48' 57'' E - 302.03$ feet, an arc distance of 302.36 feet to a point for corner;

THENCE, $N 00^{\circ} 53' 53'' E$, a distance of 153.32 feet to a point for corner;

THENCE, around a non-tangent curve to the right having a central angle of $207^{\circ} 11' 52''$, a radius of 50.00 feet, a chord of $N 77^{\circ} 00' 03'' E - 97.20$ feet, an arc distance of 180.81 feet to a point for corner;

THENCE, around a non-tangent curve to the right having a central angle of $11^{\circ} 31' 46''$, a radius of 2045.50 feet, a chord of $S 82^{\circ} 56' 07'' E - 410.92$ feet, an arc distance of 411.61 feet to a point for corner;

THENCE, around a non-tangent curve to the right having a central angle of $164^{\circ} 35' 41''$, a radius of 50.00 feet, a chord of $S 31^{\circ} 19' 15'' E - 99.10$ feet, an arc distance of 143.64 feet to a point for corner;

THENCE, $S 14^{\circ} 06' 24'' W$, a distance of 135.11 feet to a point for corner;

THENCE, around a non-tangent curve to the right having a central angle of $03^{\circ} 50' 15''$, a radius of 1840.50 feet, a chord of $S 73^{\circ} 11' 47'' E - 123.25$ feet, an arc distance of 123.27 feet to a point for corner;

THENCE, $S 71^{\circ} 16' 39'' E$, a distance of 123.89 feet to a point for corner;

THENCE, $S 18^{\circ} 43' 21'' W$, a distance of 120.00 feet to a point for corner;

THENCE, $S 71^{\circ} 16' 39'' E$, a distance of 155.77 feet to a point for corner;

THENCE, around a tangent curve to the right having a central angle of $90^{\circ} 00' 00''$, a radius of 40.00 feet, a chord of $S 26^{\circ} 16' 39'' E - 56.52$ feet, an arc distance of 62.83 feet to a point for corner;

THENCE, S 18° 43' 21" W, a distance of 25.00 feet to a point for corner;

THENCE, S 71° 16' 39" E, a distance of 120.00 feet to a point for corner;

THENCE, S 18° 43' 21" W, a distance of 105.00 feet to a point for corner;

THENCE, S 71° 16' 39" E, a distance of 641.09 feet to a point for corner;

THENCE, around a non-tangent curve to the right having a central angle of 05° 18' 22", a radius of 3405.00 feet, a chord of N 27° 17' 02" E - 315.23 feet, an arc distance of 315.34 feet to a point for corner;

THENCE, S 43° 53' 27" E, a distance of 208.36 feet to a point for corner;

THENCE, around a tangent curve to the left having a central angle of 17° 24' 52", a radius of 250.00 feet, a chord of S 52° 35' 53" E - 75.69 feet, an arc distance of 75.98 feet to a point for corner;

THENCE, S 61° 18' 19" E, a distance of 65.57 feet to a point for corner;

THENCE, around a non-tangent curve to the left having a central angle of 00° 56' 58", a radius of 3065.00 feet, a chord of S 28° 13' 12" W - 50.79 feet, an arc distance of 50.79 feet to a point for corner;

THENCE, S 62° 15' 16" E, a distance of 195.00 feet to a point for corner;

THENCE, around a non-tangent curve to the left having a central angle of 07° 16' 34", a radius of 2870.00 feet, a chord of S 24° 06' 27" W - 364.22 feet, an arc distance of 364.47 feet to a point for corner;

THENCE, S 25° 37' 43" E, a distance of 62.91 feet to a point for corner;

THENCE, S 71° 16' 39" E, a distance of 45.05 feet to a point for corner;

THENCE, around a tangent curve to the left having a central angle of 18° 57' 21", a radius of 470.00 feet, a chord of S 80° 45' 19" E - 154.79 feet, an arc distance of 155.49 feet to a point for corner;

THENCE, N 89° 46' 00" E, a distance of 723.64 feet to a point for corner;

THENCE, around a tangent curve to the right having a central angle of 56° 02' 37", a radius of 1060.00 feet, a chord of S 62° 12' 41" E - 995.99 feet, an arc distance of 1036.84 feet to a point for corner;

THENCE, around a tangent curve to the left having a central angle of $78^{\circ} 38' 47''$, a radius of 770.00 feet, a chord of $S 73^{\circ} 30' 46'' E - 975.89$ feet, an arc distance of 1056.93 feet to a point for corner;

THENCE, around a tangent curve to the right having a central angle of $22^{\circ} 45' 24''$, a radius of 1439.74 feet, a chord of $N 78^{\circ} 32' 33'' E - 568.08$ feet, an arc distance of 571.84 feet to a point for corner;

THENCE, $N 89^{\circ} 55' 15'' E$; a distance of 827.81 feet to a point on the west right-of-way line of FM 423;

THENCE, $S 00^{\circ} 36' 30'' W$; along the west line of said FM 423, a distance of 309.30 feet to a $1/2''$ iron pin with a red cap stamped Tipton Eng. Inc. found at corner;

THENCE, $S 89^{\circ} 33' 17'' W$, a distance of 831.57 feet to a $1/2''$ iron pin with a red cap stamped Tipton Eng. Inc. found at corner;

Around a tangent curve to the left having a central angle of $58^{\circ} 45' 14''$, a radius of 1125.00 feet, a chord of $S 60^{\circ} 10' 40'' W - 1103.75$ feet, an arc distance of 1153.61 feet to a $1/2''$ iron pin with a red cap stamped Tipton Eng. Inc. found at corner;

$S 30^{\circ} 48' 03'' W$, a distance of 210.20 feet to a $1/2''$ iron pin with a red cap stamped Tipton Eng. Inc. found at corner;

Around a tangent curve to the right having a central angle of $58^{\circ} 45' 15''$, a radius of 55.00 feet, a chord of $S 60^{\circ} 10' 40'' W - 53.96$ feet, an arc distance of 56.40 feet to a $1/2''$ iron pin with a red cap stamped Tipton Eng. Inc. found at corner;

$S 89^{\circ} 33' 17'' W$, a distance of 535.67 feet to a $1/2''$ iron pin with a red cap stamped Tipton Eng. Inc. found at corner;

$S 00^{\circ} 26' 43'' E$, a distance of 450.00 feet to a $1/2''$ iron pin with a red cap stamped Tipton Eng. Inc. found at corner;

THENCE, $S 89^{\circ} 33' 16'' W$, along the north line of a tract of land conveyed to Eldorado West, L.L.C. according to the Deed recorded in County Clerk's File Number 2001-R0072831 (DRDCT), a distance of 840.92 feet to a $1/2''$ iron pin with a red cap stamped Tipton Eng. Inc. set at corner;

THENCE, $S 00^{\circ} 24' 51'' W$, along the west line of said Eldorado West, L.L.C. Tract, a distance of 284.70 feet to a point in the approximate centerline of said Walker Lane;

THENCE, $N 81^{\circ} 55' 01'' W$, along the approximate centerline of said Walker Lane, a distance of 30.26 feet;

THENCE, N 81° 50' 53" W, continuing along the approximate centerline of Walker Lane, a distance of 15.32 feet;

THENCE, N 69° 46' 41" W, a distance of 123.99 feet to a point for corner;

THENCE, N 69° 05' 52" W, part of the way along the northeast line of The Villages of Woodlake Phase 4A and 4B, additions to the Town of Little Elm according to the File Plats recorded in Cabinet T, Page 345, and Cabinet T, Page 403 - 404 (DRDCT), a distance of 673.88 feet to a point in the approximate centerline of said Walker Lane;

THENCE, along the approximate centerline of said Walker Lane, the following:

S 89° 56' 29" W, a distance of 298.01 feet to a point for corner;

S 89° 59' 39" W, a distance of 454.39 feet to a point for corner;

S 77° 13' 52" W, a distance of 178.35 feet to a 1/2" iron pin found at corner;

S 67° 34' 17" W, a distance of 79.59 feet to a point for corner;

S 61° 38' 06" W, a distance of 65.41 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. found at corner;

THENCE, along the easterly, northerly and westerly lines of said Little Elm Independent School District Tract, the following;

N 25° 05' 09" W, a distance of 200.70 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. found at corner;

N 00° 26' 43" W, a distance of 1191.51 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. found at corner;

N 71° 16' 39" W, a distance of 765.39 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. found at corner;

Around a tangent curve to the left having a central angle of 43° 23' 10", a radius of 105.00 feet, a chord of S 87° 01' 46" W - 77.62 feet, an arc distance of 79.51 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. found at corner;

S 65° 20' 11" W, a distance of 792.30 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. found at corner;

Around a non-tangent curve to the right having a central angle of 15° 36' 23", a radius of 1097.50 feet, a chord of S 09° 16' 07" E - 298.02 feet, an arc distance of 298.93 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. found at corner;

S 01° 27' 55" E, a distance of 190.51 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. found at corner;

S 88° 32' 05" W, a distance of 405.66 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. found at corner;

S 43° 32' 05" W, a distance of 316.48 feet to a 1/2" iron pin with a red cap stamped Tipton Eng. Inc. found at corner;

S 00° 00' 11" W, a distance of 733.42 feet to the PLACE OF BEGINNING with the subject tract containing 18,308,285 square feet or 420.3004 acres of land.

	<u>Total Contained Acreage</u>	
TRACT 1	50.3765	Acres
Tract 2	<u>420.3004</u>	Acres
Total Acres	<u>470.6769</u>	



LEGAL DESCRIPTION

BEING a tract of land located in the PIERCE FULGHUM SURVEY, ABSTRACT NO: 427 and the M.E.P. & P.R.R. SURVEY, ABSTRACT NO. 917, Little Elm, Denton County, Texas and being a part of a tract of land described in Deed to Papagos and Associates, Inc., recorded in Volume 5135, Page 2280, (Document Number 2002-R0092434), Deed Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a wood highway dome post in the West line of Farm to Market Road No. 423, a 100 foot public right-of-way, and being the most Easterly corner of said Papagos tract;

THENCE South 05 deg. 14 min. 10 sec. West, a distance of 24.95 feet to a 1/2 inch iron rod found for corner at the beginning of a non-tangent curve to the left having a central angle of 04 deg. 12 min. 42 sec., a radius of 1959.70 feet, and a chord bearing and distance of South 22 deg. 59 min. 40 sec. West, 144.02 feet;

THENCE Southwesterly, along said curve to the left, an arc distance of 144.06 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 69 deg. 24 min. 47 sec. West, a distance of 378.55 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left having a central angle of 27 deg. 57 min. 09 sec., a radius of 3000.00 feet, and a chord bearing and distance of North 83 deg. 23 min. 22 sec. West, 1,449.12 feet;

THENCE Westerly, along said curve to the left, an arc distance of 1463.59 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 06 deg. 47 min. 34 sec. West, a distance of 322.01 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left having a central angle of 37 deg. 07 min. 07 sec., a radius of 370.00 feet, and a chord bearing and distance of North 25 deg. 21 min. 07 sec. West, 235.53 feet;

THENCE Northwesterly, along said curve to the left, an arc distance of 239.70 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a reverse curve to the right having a central angle of 09 deg. 49 min. 51 sec., a radius of 530.00 feet, and a chord bearing and distance of North 38 deg. 59 min. 46 sec. West, 90.83 feet;

THENCE Northwesterly, along said curve to the right, an arc distance of 90.94 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 61 deg. 08 min. 47 sec. West, a distance of 222.20 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the right having a central angle of 121 deg. 33 min. 38 sec., a radius of 50.00 feet, and a chord bearing and distance of South 85 deg. 03 min. 25 sec. West, 87.28 feet;

THENCE Westerly, along said curve to the right, an arc distance of 106.08 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 61 deg. 34 min. 34 sec. West, a distance of 323.48 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the left having a central angle of 118 deg. 36 min. 37 sec., a radius of 50.00 feet, and a chord bearing and distance of North 87 deg. 43 min. 44 sec. West, 85.99 feet;

THENCE Westerly, along said curve to the left, an arc distance of 103.51 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a reverse curve to the left having a central angle of 05 deg. 06 min. 08 sec., a radius of 3535.00 feet, and a chord bearing and distance of South 67 deg. 02 min. 27 sec. West, 314.690 feet;

THENCE Southwesterly, along said curve to the left, an arc distance of 314.79 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 15 deg. 02 min. 21 sec. West, a distance of 417.52 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 74 deg. 57 min. 39 sec. West, a distance of 120.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 15 deg. 02 min. 21 sec. West, a distance of 63.50 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the left having a central angle of 163 deg. 44 min. 23 sec., a radius of 50.00 feet, and a chord bearing and distance of North 60 deg. 02 min. 21 sec. West, 98.99 feet;

THENCE Westerly, along said curve to the left, an arc distance of 142.89 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 74 deg. 57 min. 39 sec. West, a distance of 49.93 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 15 deg. 02 min. 21 sec. West, a distance of 141.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 74 deg. 57 min. 39 sec. East, a distance of 85.53 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 01 deg. 08 min. 47 sec. West, a distance of 216.18 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 10 deg. 13 min. 49 sec. East, a distance of 1,101.72 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 51 deg. 02 min. 40 sec. East, a distance of 457.21 feet to a concrete monument with a 4 inch brass disk stamped "UNITED STATES ARMY CORPS OF ENGINEERS MON. J821-3" found for corner;

THENCE North 39 deg. 00 min. 59 sec. West, a distance of 225.64 feet to a concrete monument with a 4 inch brass disk stamped "UNITED STATES ARMY CORPS OF ENGINEERS MON. J821-4" found for corner;

THENCE North 09 deg. 23 min. 26 sec. East, a distance of 78.15 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 88 deg. 30 min. 24 sec. East, a distance of 1,216.67 feet to a 1/2 inch iron rod found for corner;

THENCE South 01 deg. 12 min. 45 sec. West, a distance of 365.10 feet to a 1/2 inch iron rod found for corner;

THENCE South 88 deg. 19 min. 03 sec. East, a distance of 1,443.88 feet to a 1/2 inch iron rod found for corner;

THENCE South 01 deg. 11 min. 32 sec. West, a distance of 2,372.07 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 87 deg. 02 min. 52 sec. East, a distance of 299.28 feet to the POINT OF BEGINNING and containing 153.635 acres of land.



[Recording Data for the Two Sunset Pointe]

Plats of community name recorded in the Map or Plat Records of Denton County

Sunset Pointe Phase # 1

Filed for record in Denton County, Texas on November 6, 2003
Document Number 183130

Sunset Pointe Phase # 2

Filed for record in Denton County, Texas on December 31, 2003
Document Number 208443

Sunset Pointe Phase # 3

Filed for record in Denton County, Texas on December 31, 2003
Document Number 208446

Sunset Pointe Phase # 4

Filed for record in Denton County, Texas on December 31, 2003
Document Number 208445

Sunset Pointe Phase # 1 Replat Blk 5 Lots 58 & 59

Filed for record in Denton County, Texas on February 4, 2004
Document Number 14764

Sunset Pointe Phase # 5

Filed for record in Denton County, Texas on June 25, 2004
Document Number 83548

Sunset Pointe Phase # 6 Amended Plat

Filed for record in Denton County, Texas on April 26, 2005
Document Number 48215

Sunset Pointe Phase # 9

Filed for record in Denton County, Texas on June 25, 2004
Document Number 83550

Sunset Pointe Phase # 10

Filed for record in Denton County, Texas on August 30, 2005
Document Number 108300

Sunset Pointe Phase # 12A

Filed for record in Denton County, Texas on August 30, 2005
Document Number 108301

Sunset Pointe Phase # 13

Filed for record in Denton County, Texas on June 25, 2004
Document Number 83552

Sunset Pointe Phase # 14

Filed for record in Denton County, Texas on May 18, 2005
Document Number 58978

Sunset Pointe Phase # 15

Filed for record in Denton County, Texas on June 13, 2005
Document Number 70013

First Amendment to Declaration of Covenants, Conditions, and Restrictions for Sunset Pointe Subdivision

Filed for record in Denton County, Texas on December 11, 2003
Document Number 2003-200359

Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Sunset Pointe Subdivision

Filed for Record in Collin County, Texas on December 9, 2004
Document Number 2004-0176438

Third Amendment to Declaration of Covenants, Conditions, and Restrictions for Sunset Pointe Subdivision

Filed for Record in Denton, County Texas on October 5, 2004
Document Number 2004-130748



LEGAL DESCRIPTION

BEING a tract of land located in the PIERCE FULGHUM SURVEY, ABSTRACT NO. 427, WILLIAM H. HAWKINS SURVEY, ABSTRACT NO. 583, P.T. HOMES SURVEY, ABSTRACT NO. 644, M.E.P. & P.R.R. SURVEY, ABSTRACT NO. 917, and the W. HOLMES SURVEY, ABSTRACT NO. 1669, Little Elm, Denton County, Texas and being a part of a tract of land described in Deed to Papagolos & Associates, recorded in Volume 3735, Page 2280, Deed Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner in the easterly line of Lake Lewisville at the most Westerly corner of said Papagolos tract;

THENCE along said Easterly line of Lake Lewisville and the Northwesterly line of said Papagolos tract the following nineteen (19) courses and distances:

1. North 82 degrees 01 minutes 37 seconds East, a distance of 215.46 feet to an Army Corp of Engineers concrete monument with a brass disk stamped "H719-2-11A" found for corner;
2. North 82 degrees 11 minutes 45 seconds East, a distance of 400.50 feet to an Army Corp of Engineers concrete monument with a brass disk stamped "H719-2-11" found for corner;
3. South 21 degrees 52 minutes 48 seconds East, a distance of 71.36 feet to an Army Corp of Engineers concrete monument with a brass disk stamped "H719-2-10" found for corner;
4. South 52 degrees 07 minutes 41 seconds East, a distance of 506.32 feet to an Army Corp of Engineers concrete monument with a brass disk stamped "H719-2-9" found for corner;
5. North 02 degrees 44 minutes 31 seconds East, a distance of 232.64 feet to an Army Corp of Engineers concrete monument with a brass disk stamped "H719-2-8" found for corner;
6. North 53 degrees 05 minutes 08 seconds West, a distance of 312.44 feet to an Army Corp of Engineers concrete monument with a brass disk stamped "H719-2-7" found for corner;
7. North 63 degrees 58 minutes 48 seconds East, a distance of 128.05 feet to

- an Army Corp of Engineers concrete monument with a brass disk stamped "H719-2-6" found for corner;
8. North 88 degrees 55 minutes 39 seconds East, a distance of 500.18 feet to an Army Corp of Engineers concrete monument with a brass disk stamped "H719-2-5" found for corner;
 9. North 51 degrees 33 minutes 11 seconds East, a distance of 408.50 feet to an Army Corp of Engineers concrete monument with a brass disk stamped "H719-2-4" found for corner;
 10. South 47 degrees 15 minutes 07 seconds East, a distance of 237.51 feet to an Army Corp of Engineers concrete monument with a brass disk stamped "H719-2-3" found for corner;
 11. North 28 degrees 19 minutes 23 seconds East, a distance of 195.73 feet to an Army Corp of Engineers concrete monument with a brass disk stamped "H719-2-2" found for corner;
 12. South 73 degrees 03 minutes 38 seconds East, a distance of 335.52 feet to an Army Corp of Engineers concrete monument with a brass disk stamped "H719-2-1" found for corner;
 13. North 01 degrees 13 minutes 43 seconds East, a distance of 347.58 feet to an Army Corp of Engineers concrete monument with a brass disk stamped "J819-6" found for corner;
 14. South 88 degrees 40 minutes 56 seconds East, a distance of 896.61 feet to an Army Corp of Engineers concrete monument with a brass disk stamped "J819-5" found for corner
 15. South 89 degrees 00 minutes 50 seconds East, a distance of 66.54 feet to a 1/2 inch iron rod found for corner;
 16. North 55 degrees 32 minutes 31 seconds West, a distance of 305.54 feet to a concrete monument without a brass disk found for corner;
 17. North 30 degrees 52 minutes 01 seconds East, a distance of 571.50 feet to an Army Corp of Engineers concrete monument with a brass disk stamped "J819-3" found for corner
 18. North 89 degrees 46 minutes 59 seconds East, a distance of 355.36 feet to an Army Corp of Engineers concrete monument with a brass disk stamped "J819-2" found for corner
 19. North 74 degrees 57 minutes 39 seconds East, a distance of 967.03 feet to

a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found at the most Westerly corner of a tract of land described in Deed to Sunset Pointe I, Ltd., recorded in Volume 5378, Page 5643, (Document Number 2003-R0116085), Deed Records, Denton County, Texas;

THENCE Southeasterly along the Westerly lines of said Sunset Pointe I, Ltd. tract the following eight (8) courses and distances:

1. South 15 degrees 02 minutes 21 seconds East, a distance of 141.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;
2. North 74 degrees 57 minutes 39 seconds East, a distance of 49.93 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner at the beginning of a non-tangent curve to the right having a central angle of 163 degrees 44 minutes 23 seconds, a radius of 50.00 feet and a chord bearing and distance of South 60 degrees 02 minutes 21 seconds East, 99.00 feet;
3. Southeasterly, along said curve to the right, an arc distance of 142.89 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;
4. South 15 degrees 02 minutes 21 seconds East, a distance of 63.50 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;
5. North 74 degrees 57 minutes 39 seconds East, a distance of 120.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;
6. South 15 degrees 02 minutes 21 seconds East, a distance of 417.52 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner at the beginning of a non-tangent curve to the right having a central angle of 05 degrees 06 minutes 08 seconds, a radius of 3,535.00 feet and a chord bearing and distance of North 67 degrees 02 minutes 27 seconds East, 314.69 feet;
7. Northeasterly, along said curve to the right, an arc distance of 314.79 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner at the beginning of a non-tangent curve to the right having a central angle of 164 degrees 08 minutes 56 seconds, a radius of 50.00 feet and a chord bearing and distance of South 64 degrees 57 minutes 35 seconds East, 99.05 feet;
8. Southeasterly, along said curve to the right, an arc distance of 143.25 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 19 degrees 45 minutes 19 seconds East, a distance of 405.13 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the

beginning of a non-tangent curve to the right having a central angle of 11 degrees 50 minutes 21 seconds, a radius of 3,060.00 feet and a chord bearing and distance of North 76 degrees 43 minutes 34 seconds East, 631.17 feet;

THENCE Easterly, along said curve to the right, an arc distance of 632.30 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner in said Southwesterly line of Sunset Pointe I Ltd. tract;

THENCE South 06 degrees 47 minutes 34 seconds East, along said Southwesterly line, a distance of 60.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner at the most Southerly Southwest corner of said Sunset Pointe I Ltd. tract, said point being at the beginning of a non-tangent curve to the right having a central angle of 01 degrees 25 minutes 56 seconds, a radius of 3,000.00 feet and a chord bearing and distance of North 83 degrees 21 minutes 02 seconds East, 74.99 feet;

THENCE Easterly, along said curve to the right and said Southwesterly line, an arc distance of 74.99 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 06 degrees 47 minutes 34 seconds East, a distance of 904.81 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 83 degrees 12 minutes 26 seconds West, a distance of 69.88 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the left having a central angle of 26 degrees 01 minutes 35 seconds, a radius of 2,095.00 feet and a chord bearing and distance of South 69 degrees 30 minutes 49 seconds West, 943.48 feet;

THENCE Westerly, along said curve to the left, an arc distance of 951.65 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a compound curve to the left having a central angle of 19 degrees 38 minutes 56 seconds, a radius of 475.00 feet and a chord bearing and distance of South 46 degrees 40 minutes 34 seconds West, 162.10 feet;

THENCE Southwesterly, along said curve to the left, an arc distance of 162.90 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner ;

THENCE South 37 degrees 24 minutes 10 seconds West, a distance of 78.50 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the left having a central angle of 19 degrees 11 minutes 14 seconds, a radius of 2,212.00 feet and a chord bearing and distance of North 78 degrees 00 minutes 06 seconds West, 737.30 feet;

THENCE Westerly, along said curve to the left, an arc distance of 740.76 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner ;

THENCE North 02 degrees 55 minutes 22 seconds East, a distance of 24.68 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 75 degrees 24 minutes 00 seconds West, a distance of 136.92 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 67 degrees 42 minutes 27 seconds West, a distance of 63.99 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the left having a central angle of 30 degrees 58 minutes 10 seconds, a radius of 305.00 feet and a chord bearing and distance of North 34 degrees 01 minutes 02 seconds West, 162.86 feet;

THENCE Northwesterly, along said curve to the left, an arc distance of 164.86 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner ;

THENCE South 39 degrees 48 minutes 07 seconds West, a distance of 155.36 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left having a central angle of 11 degrees 28 minutes 10 seconds, a radius of 2,870.00 feet and a chord bearing and distance of South 34 degrees 04 minutes 02 seconds West, 573.56 feet;

THENCE Southwesterly, along said curve to the left, an arc distance of 574.52 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner ;

THENCE North 61 degrees 24 minutes 41 seconds West, a distance of 198.12 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for a common ell corner of said Papagolas tract and a tract of land described in Deed to Lennar Homes of Texas Land and Construction, recorded in Volume 5138, Page 1341, Deed Records, Denton County, Texas;

THENCE Northwesterly along said common line the following thirty-four (34) courses and distances:

1. North 29 degrees 03 minutes 47 seconds East, a distance of 50.79 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;
2. North 60 degrees 27 minutes 44 seconds West, a distance of 65.57 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;
3. North 51 degrees 45 minutes 18 seconds West, a distance of 75.69 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;
4. North 43 degrees 02 minutes 52 seconds West, a distance of 208.36 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;
5. South 28 degrees 07 minutes 37 seconds West, a distance of 315.23 feet to a 1/2

- inch iron rod with a yellow plastic cap stamped "DAA" set for corner;
6. North 70 degrees 26 minutes 04 seconds West, a distance of 641.09 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;
7. North 19 degrees 33 minutes 56 seconds East, a distance of 105.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;
8. North 70 degrees 26 minutes 04 seconds West, a distance of 120.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;
9. North 19 degrees 33 minutes 56 seconds East, a distance of 25.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;
10. North 25 degrees 26 minutes 04 seconds West, a distance of 56.52 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;
11. North 70 degrees 26 minutes 04 seconds West, a distance of 155.77 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;
12. North 19 degrees 33 minutes 56 seconds East, a distance of 120.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;
13. North 70 degrees 26 minutes 04 seconds West, a distance of 123.89 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;
14. North 72 degrees 21 minutes 12 seconds West, a distance of 123.25 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;
15. North 14 degrees 56 minutes 59 seconds East, a distance of 135.11 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;
16. North 30 degrees 28 minutes 40 seconds West, a distance of 99.10 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;
17. North 82 degrees 05 minutes 32 seconds West, a distance of 410.92 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;
18. South 77 degrees 50 minutes 38 seconds West, a distance of 97.20 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;
19. South 01 degrees 44 minutes 28 seconds West, a distance of 153.32 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;
20. South 84 degrees 39 minutes 32 seconds West, a distance of 302.03 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

21. South 10 degrees 09 minutes 32 seconds East, a distance of 30.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;
22. South 77 degrees 42 minutes 29 seconds West, a distance of 149.21 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;
23. South 15 degrees 56 minutes 28 seconds East, a distance of 122.02 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the left having a central angle of 14 degrees 38 minutes 45 seconds, a radius of 1,358.00 feet and a chord bearing and distance of South 66 degrees 44 minutes 09 seconds West, 346.19 feet;
24. Southwesterly, along said curve to the left, an arc distance of 347.13 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the left having a central angle of 23 degrees 29 minutes 07 seconds, a radius of 325.00 feet and a chord bearing and distance of North 47 degrees 57 minutes 30 seconds West, 132.29 feet;
25. Northwesterly, along said curve to the left, an arc distance of 133.22 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner ;
26. North 59 degrees 42 minutes 04 seconds West, a distance of 131.33 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the left having a central angle of 140 degrees 36 minutes 37 seconds, a radius of 50.00 feet and a chord bearing and distance of South 86 degrees 52 minutes 15 seconds West, 94.15 feet;
27. Westerly, along said curve to the left, an arc distance of 122.71 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner ;
28. South 52 degrees 49 minutes 11 seconds West, a distance of 5.76 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner,
29. North 37 degrees 16 minutes 48 seconds West, a distance of 125.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the left having a central angle of 05 degrees 57 minutes 39 seconds, a radius of 1,778.00 feet and a chord bearing and distance of South 49 degrees 44 minutes 23 seconds West, 184.89 feet;
30. Southwesterly, along said curve to the left, an arc distance of 184.98 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner ;
31. North 55 degrees 05 minutes 29 seconds West, a distance of 180.09 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the left having a central angle of 138

degrees 08 minutes 03 seconds, a radius of 50.00 feet and a chord bearing and distance of South 64 degrees 03 minutes 02 seconds West, 93.40 feet;

32. Southwesterly, along said curve to the left, an arc distance of 120.55 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;
33. North 49 degrees 11 minutes 29 seconds West, a distance of 136.57 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;
34. North 47 degrees 58 minutes 54 seconds West, a distance of 141.50 feet to the **POINT OF BEGINNING** and containing 6,948,262 square feet or 159.510 acres of land, more or less.

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