

NOTICE OF DEDICATORY INSTRUMENTS
for
TAVOLO PARK HOMEOWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
COUNTY OF TARRANT §

The undersigned, being the President of Tavolo Park Homeowners Association, Inc. ("Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code hereby certifies as follows:

- 1. Property: The Property to which the Notice applies is described as follows:
a. Lots 3 through 10, inclusive, and Lot 10X, in Block Two (2); Lots 10 through 17, inclusive, and Lot 17X, in Block Four (4); Lots 1 through 13, inclusive, and Lot 13X, in Block Five (5); Lots 21 through 38, inclusive, and Lot 21X, in Block Eight (8); Lots 1 through 30, inclusive, and Lot 17X, in Block Nine (9); Lots 1 through 35, inclusive, and Lot 11X, in Block Ten (10); Lots 1 through 28, inclusive, and Lots 10X and 28X, in Block Eleven (11); Lots 1 through 19, inclusive, in Block Twelve (12); Lots 1 through 12, inclusive, and Lot 12X, in Block Thirteen (13); Lots 1 through 9, inclusive, in Block Fourteen (14); and Lot 1X, in Block Fifteen (15), Tavolo Park, an addition in Fort Worth, Tarrant County, Texas according to the plat thereof recorded under Clerk's Document No. D218030065 of the Plat Records of Tarrant County, Texas.
2. Restrictive Covenants: The description of the documents imposing restrictive covenants on the Property, the amendments to such documents, and the recording information for such documents are as follows:
a. Documents:
(1) Declaration of Covenants, Conditions and Restrictions for Tavolo Park.
b. Recording Information:
(1) Tarrant County Clerk's File No. D218174752.
3. Dedicatory Instruments: In addition to the Dedicatory Instruments identified in Paragraph 2 above, the following documents are Dedicatory Instruments governing the Association:

- a. Certificate of Formation of Tavolo Park Homeowners Association, Inc.
- b. Bylaws of Tavolo Park Homeowners Association, Inc.
- c. Tavolo Park Design Guidelines.

True and correct copies of such Dedicatory Instruments are attached to this Notice.

This Notice is being recorded in the Official Public Records of Real Property of Tarrant County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Notice is true and correct and that the copies of the Dedicatory Instruments attached to this Notice are true and correct copies of the originals.

Executed on this 8th day of August, 2018.

TAVOLO PARK HOMEOWNERS ASSOCIATION, INC.

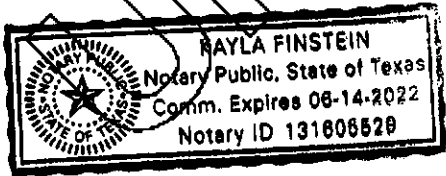
By:

Richard Byrd President

THE STATE OF TEXAS
COUNTY OF HARRIS

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BEFORE ME, the undersigned notary public, on this 8 day of August, 2018 personally appeared Richard Byrd, President of Tavolo Park Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.



Kayla Finstein
Notary Public in and for the State of Texas

FILED
In the Office of the
Secretary of State of Texas

CERTIFICATE OF FORMATION
of
TAVOLO PARK HOMEOWNERS ASSOCIATION, INC.
(a Texas Nonprofit Corporation)

MAR 27 2018

Corporations Section

I, the undersigned natural person of the age of eighteen (18) years or more, acting as organizer of a corporation under the Texas Business Organizations Code, do hereby adopt the following Certificate of Formation for such corporation.

ARTICLE ONE
NAME

The name of the corporation is TAVOLO PARK HOMEOWNERS ASSOCIATION, INC.

ARTICLE TWO
NON-PROFIT CORPORATION

The corporation is a nonprofit corporation.

ARTICLE THREE
PURPOSES

The purposes for which the corporation is organized are as follows:

(1) The specific and primary purpose for which this corporation is organized is to govern the affairs of that certain real property commonly known as "Tavolo Park", a real estate development in Tarrant County, Texas, according to the "Declaration of Covenants, Conditions and Restrictions for Tavolo Park" and any subsequent "Supplemental Declarations" thereto (collectively the "Declaration") recorded or to be recorded in the Official Public Records of Real Property of Tarrant County, Texas. IT IS NOT ONE OF THE PURPOSES OF THE CORPORATION TO PROVIDE SECURITY TO THE RESIDENTS OF TAVOLO PARK OR THEIR GUESTS AND INVITEES. NEITHER THE DECLARANT, AS IDENTIFIED IN THE DECLARATION, ITS SUCCESSORS, ASSIGNS, BENEFICIARIES OR PARTNERS NOR THE CORPORATION, ITS BOARD, ITS OFFICERS, DIRECTORS OR AGENTS, WILL EVER IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN TAVOLO PARK NOR WILL THEY BE LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF ALLEGED FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY.

(2) The general powers of the corporation are:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the corporation as set forth in the Declaration, as may be amended or supplemented from time to time as well as the restrictive covenants applicable to any other subdivisions brought within the jurisdiction of the corporation;

(b) fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the corporation;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the corporation;

(d) borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area, if any, (as identified and defined in the Declaration), to any public agency, authority, or utility;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and common area;

(g) have and exercise any and all powers, rights and privileges which a corporation organized under the Texas Business Organizations Code or any successor statute by law may now or hereafter have or exercise; and

(h) have and exercise any and all powers, rights and privileges which a property owners' association (may now) or hereafter have or exercise per the Texas Property Code.

(3) Notwithstanding any of the foregoing statements of purposes and powers, this corporation may not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of this corporation as set forth in paragraph (1) of this Article Three, and nothing set forth in the foregoing statement of purposes will be construed to authorize this corporation to carry on any activity for the profit of its Members, or to distribute any gains, profits, or dividends to its Members as such.

ARTICLE FOUR **MEMBERSHIP**

Each Owner, whether one person or more, of a Lot in Tavolo Park (as defined in the Declaration) will, upon and by virtue of becoming such Owner, automatically become a Member of the corporation and remain a Member of the corporation until ownership of the Lot ceases for any reason, at which time the membership in the corporation will also automatically cease. Membership in the corporation is mandatory and appurtenant to the ownership of a Lot in Tavolo Park. Membership in the corporation may not be separated from ownership of a Lot in Tavolo Park.

**ARTICLE FIVE
VOTING RIGHTS**

The corporation will have two (2) classes of voting membership:

- Class A. Class A Members will be all Owners with the exception of Declarant and will be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in a Lot, all such persons will be Members. The vote for such Lot may be exercised as they determine, but in no event may more than one (1) vote be cast with respect to any Lot. Holders of future interests not entitled to present possession are not Owners for the purposes of voting hereunder.
- Class B. The Class B Member will be Declarant, or its successors or assigns so designated in writing by Declarant, and will be entitled to ten (10) votes for each Lot owned. The Class B membership will cease and be converted to Class A membership at the end of the Development Period, as set forth in the Declaration.

**ARTICLE SIX
INITIAL REGISTERED OFFICE AND AGENT**

The street address of the initial registered office of the corporation is 8350 North Central Expressway, Suite 1500, Dallas, Texas 75206 and the name of its initial registered agent at such address is Kevin Cherry.

**ARTICLE SEVEN
MANAGEMENT**

The affairs of the corporation will be managed by its Board of Directors, which will initially consist of three (3) Directors who need not be Members of the corporation until the expiration date of the Development Period, as set forth in the Declaration. The Directors will be appointed and elected as set forth in the Bylaws of the corporation. The number of Directors may be increased as provided in the Bylaws of the corporation. The names and addresses of the initial Directors of the corporation are:

<u>NAME</u>	<u>ADDRESS</u>
Richard Byrd	10210 N. Central Expressway, Suite 300 Dallas, Texas 75231
Rylan Yowell	10210 N. Central Expressway, Suite 300 Dallas, Texas 75231
Jay Hawes	10210 N. Central Expressway, Suite 300 Dallas, Texas 75231

**ARTICLE EIGHT
ORGANIZER**

The name and street address of the organizer is:

NAME

ADDRESS

Rick S. Butler

2800 Post Oak Blvd., Suite 5777
Houston, Texas 77056

**ARTICLE NINE
DISSOLUTION**

The corporation may be dissolved by the vote of the Members representing not less than two-thirds (2/3rds) of the votes of both classes of the Members (as long as there are Class B Members) in the corporation, which vote will be taken at a meeting of the Members. Upon dissolution of the corporation, other than incident to a merger or consolidation, the assets of the corporation must be dedicated to an appropriate public agency to be used for purposes similar to those for which this corporation was created. In the event that such dedication is refused acceptance, such assets will be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

**ARTICLE TEN
AMENDMENTS**

Amendment of this Certificate of Formation requires the assent of Members representing two thirds (2/3rds) of the votes of both classes of the Members of the corporation (as long as there are Class B Members) that are in attendance, either in person or by proxy, and vote at a meeting of the Members called for such purpose.

**ARTICLE ELEVEN
INDEMNIFICATION**

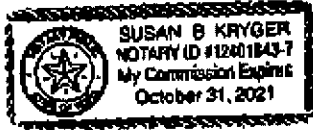
The corporation must indemnify each director or former director and each officer or former officer of the corporation to the fullest extent allowed by the Texas Business Organizations Code.

IN WITNESS WHEREOF, I have hereunto set my hand, on this 27th day of March, 2018.

By: Rick S. Butler
Rick S. Butler

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was executed before me on this 27th day of March, 2018 by Rick S. Butler for the purposes expressed therein.



[Handwritten Signature]

Notary Public in and for the State of Texas

Unofficial Copy

BYLAWS
of
TAVOLO PARK HOMEOWNERS ASSOCIATION, INC.

Unofficial Copy

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BYLAWS
of
TAVOLO PARK HOMEOWNERS ASSOCIATION, INC.

Article I.

Name, Membership, and Definitions

Section 1. **Name.** The name of the Association is Tavolo Park Homeowners Association, Inc. (the "Association").

Section 2. **Membership.** The Association has two (2) classes of membership, Class A and Class B, as set forth in the Declaration of Covenants, Conditions and Restrictions for Tavolo Park recorded in the Official Public Records of Real Property of Tarrant County, Texas under Clerk's File No. D218174752 (the "Declaration").

Section 3. **Definitions/Gender.** All capitalized terms used in these Bylaws have the same meanings as that set forth in the Declaration, unless otherwise provided. Pronouns, wherever used in these Bylaws, include all persons regardless of gender.

Article II.

Association: Meetings, Quorum, Voting, Proxies

Section 1. **Place of Meetings.** Meetings of the Association are to be held at the principal office of the Association or at such other suitable place as may be designated by the Board of Directors either in the Community or as convenient to the Members as possible and practical.

Section 2. **Annual Meetings.** An annual meeting of the Association must be held each year, on a date and at a time designated by the Board of Directors.

Section 3. **Special Meetings.** The President may call special meetings. In addition, it is the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition setting forth a proper purpose for a meeting and signed by Members representing at least a twenty percent (20%) of the total votes of the Association. The notice of any special meeting must state the date, time, and place of such meeting and the purpose thereof. No business may be transacted at a special meeting except as stated in the notice.

Section 4. **Notice of Meetings.** Written notice of each annual or special meeting of the Association must be sent to each Member at the Member's address according to the records of the Association, stating the purpose of the meeting, as well as the time and place where it is to be held. Such notice may be delivered personally, by mail, by facsimile, and to the extent expressly authorized by statute, by electronic message. If a Member desires that notice be given at an address other than the Member's Lot, the Member must provide the alternative address for the purpose of receiving notice in writing to the Association at its mailing or e-mail address set forth in its current recorded management certificate. Notice must be served not less than ten (10) nor more than sixty (60) days before a meeting. If mailed, the notice of a meeting is deemed to be delivered when deposited in the United States mail, first class postage pre-paid, addressed to the

Member. If faxed, the notice is deemed to be delivered as of the date and time shown on a written confirmation that the facsimile was successfully transmitted. If sent by electronic message, the notice is deemed to be delivered as provided by applicable statute. The Board of Directors may use any other means to deliver a notice of a meeting that may become available with advancements in technology, provided that notice by such means is authorized by statute.

Section 5. Waiver of Notice. Waiver of notice of meeting of the Members is deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, is deemed to be a waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting is also deemed to be a waiver of notice of all business transacted at such meeting unless objection to the calling or convening of the meeting is raised before the business (of which proper notice was not given) is put to a vote.

Section 6. Adjournment of Meetings. Except as provided in Article III Section 5, of these Bylaws relating to the election of Directors, if any meeting of the Association cannot be held because a quorum is not present, either in person or by proxy, the presiding officer may adjourn the meeting and reconvene at a time not less than five (5) days and not more than thirty (30) days from the time the original meeting was called. If a time and place for reconvening the meeting is fixed by those in attendance at such adjourned meeting, no further notice of the time and place for reconvening the meeting is required. If a time and place for reconvening the meeting is not fixed by those in attendance at such an adjourned meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting must be given to Members in the manner prescribed herein for a first called meeting.

Section 7. Voting. The voting rights of the Members are set forth in the Declaration; provided that, with the exception of Directors elected or appointed by Declarant, all Members have the right to vote in the election of Directors and on any matter concerning the rights or responsibilities of Members. Members may vote in person or by proxy or, if implemented by the Association, by absentee ballot or by electronic ballot. Votes cast by Members must be in writing signed by the Member if the vote is cast (i) outside of a meeting, (ii) in an election to fill a position on the Board (unless the race is uncontested), (iii) on a proposed adoption or amendment of a dedicatory instrument, (iv) on a proposed increase in the amount of the Annual Maintenance Charge or proposed adoption of a special assessment, or (v) on the proposed removal of a Board member.

Section 8. Proxies. All proxies must be in writing and filed with the Association before or at the appointed time of each meeting. Every proxy is revocable and will automatically cease upon (i) conveyance by the Member of the Member's interest in a Lot; (ii) receipt of notice by the Secretary of the death or judicially declared incompetence of a Member; (iii) receipt of written revocation; or, (iv) expiration of eleven (11) months from the day of the proxy. In the event a Member executes more than one (1) proxy, the proxy with the most current date will be valid. Proxies not delivered prior to the start of a meeting are not valid and will not be counted for quorum or any other purpose.

Section 9. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person, by proxy, absentee or electronic ballot (as approved by the Board) of ten

percent (10%) or more of the total votes of the Members as of the time of the meeting constitutes a quorum at all meetings of the Association.

Section 10. Conduct of Meetings. The President will preside over all meetings of the Association and the Secretary, or another person designated by the Board of Directors, must keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 11. Action Without a Meeting of the Members of the Association. To the extent allowed by applicable law, any action which may be taken or is required to be taken at a meeting of the Association may be taken without a meeting if written consent is signed by Members holding the number of votes necessary to approve the action at a meeting. The written consent must (a) set forth the action to be taken and (b) be executed by the required number of Members as of the effective date set forth in the written consent. Any written consent adopted in accordance with this Section will have the same force and effect as a unanimous vote of the Members.

Article III.

Board of Directors: Number. Powers. Meetings

Section 1. Governing Body: Composition. The affairs of the Association will be governed by a Board of Directors. Prior to the end of the Development Period, Directors need not be Members of the Association. After the end of the Development Period, (i) Directors must be Members of the Association, and (ii) not more than one (1) representative of a particular corporation or other entity that is a Member may serve on the Board at any given time. A person is not eligible to serve on the Board of Directors (including Directors appointed by Declarant) if the person has been convicted of a felony or crime involving moral turpitude not more than twenty (20) years before the date the Board is presented with written, documented evidence of such a conviction from a database or other record maintained by a governmental law enforcement authority.

Section 2. Number and Term of Directors. The Board of Directors will be comprised of three (3) persons, unless the number of positions on the Board is increased by amendment to these Bylaws. Prior to the end of the Development Period, Directors will be appointed and removed by Declarant. Provided, however, not later than the 120th day after the date that seventy-five percent (75%) of the Lots that may be created and made subject to the Declaration (as provided in the Declaration) are conveyed to Owners other than Declarant or a Builder, one-third (1/3rd) of the Directors must be elected by Members other than Declarant. The term of each Director elected by Members other than Declarant will be two (2) years or until the Development Period expires and the entire Board is to be elected by the Members other than Declarant, whichever term is shorter.

Section 3. Candidates for Election to the Board. With respect to any position on the Board of Directors to be filled by a vote of the Members, all Members have the right to run for such position on the Board of Directors. Each year, at least thirty (30) days prior to the date of the annual meeting of the Members, the Association must send notice to all Members of the number of positions on the Board to be filled by election at the upcoming annual meeting and the right of all Members to run for a position on the Board. The notice must specify a date by which a Member must submit his/her name as a candidate for election to the Board; the date may not be earlier than the tenth (10th) day after the date the Association sends the notice.

The notice required by this provision must be:

- a. mailed to each Member; or
- b. provided by:
 - i. posting the notice in a conspicuous manner reasonably designed to provide notice to the Members:
 - (1) in a place located on the Common Area or, with an Owner's consent, in a conspicuous manner on privately owned property within the Community; or
 - (2) on any Internet website maintained by the Association or other Internet media; and
 - ii. sending by e-mail to each Member who has registered an e-mail address with the Association.

The Association must be notified by the Member who desires to run for a position on the Board, not by another Member, to confirm the Member's desire to run for election and to serve on the Board, if elected. All Members who notify the Association by the stipulated deadline will be candidates whose names must be included in the notice of annual meeting sent to all Members and on the absentee or other ballot. A Member who does not submit his/her name by the deadline set forth in the Association's notice may thereafter notify the Association of his/her desire to run for election to the Board and, in that event, the Member will be a candidate for election to the Board. However, the Association is not obligated to send a supplemental notice to all Members advising of the names of any candidates who submit their names after the deadline in the Association's notice. Provided that if any notice is thereafter sent or published by the Association which includes a list of candidates for election to the Board, the list must include the names of all candidates. Nominations for election to the Board will not be made by a nominating or other committee of the Association. A Member may notify the Association of the Member's desire to run for election to the Board of Directors at any time prior to the date that voting in the election ceases. Nomination for election to the Board is not permitted from the floor at the annual meeting unless the person to be nominated is present at the meeting in person and confirms his/her desire to be a candidate for election to the Board.

Section 4. Election and Term of Office After Development Period. Upon the expiration of the Development Period, all of Directors will be elected by the Members. If the Board then consists of three (3) positions, one (1) Director will be elected for a term of two (2) years and two (2) Directors will be elected for a term of three (3) years each. If the Board then consists of five (5) positions, one (1) Director will be elected for a term of one (1) year, two (2) Directors will be elected for a term of two (2) years each, and two (2) Directors will be elected for a term of three (3) years each. Thereafter, at each annual meeting, the Members will elect the number of Directors necessary to fill the position on the Board that expire as of such annual meeting, each to serve a term of three (3) years. If the number of positions on the Board of Directors is increased above five (5), the terms of the additional positions must be staggered in a consistent manner. The candidates receiving the highest number of votes will be elected to fill such positions, regardless of the number of votes cast. In the first election after the expiration of the Development Period, the candidates receiving the highest number of votes will fill the positions with the longest terms.

Section 5. No Quorum at Annual Meeting. If an election of Directors by Members other than Declarant cannot be conducted at an annual meeting because a quorum is not established, the Board of Directors may adjourn the meeting without any notice being required other than an announcement at the meeting and reconvene five (5) minutes after adjournment. At the reconvened meeting, the quorum requirement will be one-half (½) the quorum requirement for the first meeting. If a quorum is not present at the reconvened meeting, the Board of Directors may adjourn the reconvened meeting without any notice being required other than an announcement at the meeting and again reconvene five (5) minutes after adjournment of the reconvened meeting. At the second reconvened meeting, the quorum requirement will be one-half (½) the quorum requirement for the first reconvened meeting. This procedure will be repeated, as necessary, with the quorum requirement being reduced, until a quorum is present and the election of the appropriate number of Directors may then be conducted.

Section 6. Removal of Directors. Any Director elected by the Members (i.e., not Directors appointed by Declarant) may be removed from the Board, with or without cause, by the affirmative vote of a majority of the Members at a special meeting called for that purpose or at an annual meeting at which a quorum is present; provided that, notice of the proposed removal must be given in the notice of the meeting. In the event of the removal of a Director, a successor for the removed Director must be elected by a majority vote of the Members who are present and voting (either in person or by proxy) at the meeting at which the Director was removed. The Director whose removal is proposed must be given the opportunity to be heard at the meeting. Provided that, if the Board is presented with written documented evidence from a database or other record maintained by a governmental law enforcement authority that a Board member has been convicted of a felony or crime involving moral turpitude not more than twenty (20) years before the date the Board is presented with the evidence, the Board member is immediately ineligible to serve on the Board and will, therefore, be immediately removed. Any Director may also be removed by a vote of a majority of the remaining Directors as the result of the Director's failure, without just cause, to attend three (3) consecutive, regularly scheduled meetings of the Board of Directors. "Just cause" means an event that, in the reasonable, good faith judgment of the Board, prevents a Director from attending a meeting and includes, without limitation, death or serious injury to a member of the Director's family or other person with whom the Director has a long-term relationship, a mental or physical ailment or impairment that prevents the Director from attending a meeting, and any mandatory business engagement related to the Director's livelihood and/or employment. Vacancies on the Board caused by reasons other than removal by a vote the member will be filled by the remaining Directors. A Director elected or appointed to fill a vacancy on the Board will serve the unexpired term of his predecessor.

Section 7. Voting Procedure for Directors. Except as otherwise provided in these Bylaws, the election of the Board of Directors will be conducted at the annual meeting of the Association. At such election the Members may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Voting for Directors must be in writing and signed by the Member, except in the case of an uncontested race, in which event the candidate may be elected by acclamation.

Section 8. Recount of Votes. Any Member may demand a recount of the votes of an election. A request for a recount must be submitted not later than the 15th day after the date of the meeting at which the election was held. A demand for a recount must be in writing and submitted in writing either:

- (1) by verified mail or by delivery by the United States Postal Service with signature confirmation to the Association's mailing address as reflected on the last recorded management certificate; or
- (2) in person to the Association's managing agent as reflected on the last recorded management certificate or to the address to which absentee ballots and proxy ballots were mailed.

The Association must estimate the costs for performing a recount by a person qualified to tabulate votes as set forth below and must send an invoice for the estimated costs to the Member requesting a recount to the Member's last known address according to the Association records not later than the 20th day after the date on which the Association received notice of the request for a recount. The Member demanding a recount must pay such invoice in full on or before the 30th day after the date the invoice is sent to the Member. If the Member does not timely pay the invoice, the demand for recount is considered withdrawn and a recount is not required. If the actual costs are different than the estimate, the Association must send a final invoice to the Member on or before the 30th business day after the date the results of the recount are provided. If the final invoice includes additional amounts owed by the Member, any additional amounts not paid to the Association before the 30th business day after the date the invoice is sent to the Member may be added to the Member's account as an assessment. If the estimated costs exceed the final invoice amount, the Member is entitled to a refund. The Association must issue a refund to the Member not later than the 30th business day after the date the invoice is sent to the Member.

Only after payment is received, the Association must, at the expense of the Member requesting the recount, retain the services of a qualified person to perform the recount. The Association must enter into a contract for the services of a person who is not a Member of the Association or related to a member of the Board of Directors of the Association within the third degree by blood or marriage and is a:

- (a) current or former county judge;
- (b) current or former county elections administrator;
- (c) current or former justice of the peace;
- (d) current or former county voter registrar; or
- (e) person agreed on by the Association and the Member requesting the recount.

A recount must be performed on or before the 30th day after the date of receipt of the request and payment for the recount. If (but only if) the recount changes the results of the election, the Association must reimburse the Member for the cost of the recount. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by the recount.

Section 9. Meetings. Regular meetings of the Board of Directors may be held at such time, date, and place as determined from time to time by a majority of the Directors, but, after the expiration of the Development Period, at least four (4) such meetings must be held during each fiscal year with at least one (1) per quarter.

Special meetings of the Board of Directors must be held when called by the President of the Association or by any two (2) Directors. The notice must specify the date, time, and place of the meeting and the nature of any special business to be considered. The notice must be given to each Director by any one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by facsimile, or (d) by email. All such notices must be given or sent to the Director's address, email, or facsimile number as shown on the records of the Association. Notices sent by first class mail must be deposited into a United States mailbox, at least four (4) days before the time set for the meeting. Notices given by personal delivery, email, or facsimile must be delivered or given at least four (4) days before the time set for the meeting.

In addition to in-person Board meetings, the Board of Directors may also participate in and hold regular or special meetings by means of:

- (1) conference telephone or similar communication equipment by which all persons participating in the meeting can hear each other; or
- (2) another suitable electronic communications system, including video conferencing technology or the Internet, only if:
 - (a) each Director entitled to participate in the meeting consents to the meeting being held by means of that system; and
 - (b) the system provides access to the meeting in a manner or using a method by which each Director participating in the meeting can communicate concurrently with each other participant.

Participation in a meeting by conference telephone or similar communication or video conferencing technology or the Internet will constitute presence in person at such meeting except where a Director participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 10. Notice of Board Meetings. Upon the expiration of the Development Period, the Board of Directors must give Members notice of Board meetings (regular and special), including the date, hour, place, and general subject of the Board meeting, plus a general description of any matter to be brought up for deliberation in closed executive session. During the Development Period, Members must also be given notice of Board meetings when the following matters will be voted on:

- (1) adopting or amending the governing documents, including the Declaration, Bylaws, and Rules and Regulations of the Association;
- (2) increasing the amount of Annual Maintenance Charge or adopting or increasing a special assessment;
- (3) electing Directors by the Members other than Declarant or establishing a process by which Directors are elected by Members other than Declarant; or

- (4) changing the voting rights of Members of the Association.

A notice of a Board meeting, as required above, must be:

- (a) mailed to all Members at least ten (10) days before the date of the meeting, or;
- (b) provided at least 72 hours before meeting by:
 - i. being posted in a conspicuous location, either in a Common Area, on the Association's website or (with the Owner's consent) on other conspicuously located privately owned property in the Community; and
 - ii. being emailed to all Members who have registered their email addresses with the Association.

Without prior notice to the Members, during or after the Development Period, the Board may also take action on routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board action and such other items as may be allowed by law; any action taken without notice to the Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting.

It is a Member's duty to register and keep an updated email address with the Association for the purpose of notice to the Members under this Section.

Section 11. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, will be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting will also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice thereof.

Section 12. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors will constitute a quorum for the transaction of business, and the vote of a majority of the Directors present at a meeting at which a quorum is present will constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue and business may be transacted, notwithstanding the withdrawal of one or more Directors during the meeting, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, either in person or by proxy, the President may adjourn the meeting and reconvene at a time not less than five (5) days and not more than thirty (30) days from the time the original meeting was called. If a time and place for reconvening the meeting is fixed by those in attendance at the original meeting, no further notice of the time and place for reconvening the meeting is required. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting must be given to the Directors in the manner

prescribed for the original meeting. At such reconvened meeting, whether or not a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice, provided that any action taken is approved, in writing, by at least a majority of the Directors required to constitute a quorum at the original meeting.

Section 13. Compensation. No Director may receive any compensation from the Association for acting in such capacity. However, Directors may be reimbursed for out-of-pocket expenses incurred in connection with Association business. Directors may receive compensation from the Association when taking action at the request of the Association other than in the capacity of Director.

Section 14. Conduct of Meetings. A chairperson will preside over all meetings of the Board of Directors and the Secretary or other person designated by the Board must keep a minute book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

Section 15. Open Meetings. After the Development Period, all meetings of the Board of Directors must be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board of Directors. Provided that, if a Member unreasonably disrupts a meeting of the Board of Directors or repeatedly interrupts the discussion between Directors, the Board of Directors has the authority, after an initial warning, to cause that Member to be removed from the meeting.

An open meeting may be held by electronic or telephonic means provided that (i) each Director may hear and be heard by every other Director, (ii) all Members in attendance at the meeting may hear all Directors (except if adjourned to executive session), and (iii) all Members are allowed to listen using any electronic or telephonic communication method used or expected to be used by a Director to participate.

Section 16. Executive Session. The Board of Directors may adjourn a regular or special meeting and reconvene in a closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual Members, and matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made in executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual Members, violating any privilege, or disclosing any information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

Section 17. Action Without a Formal Meeting. The Board of Directors may take action outside of a meeting, including voting by electronic or telephonic means, without prior notice to Members, if each Board member is given a reasonable opportunity to express the Board member's opinion to all other Board members and to vote. The reasonable opportunity for a Board member to express an opinion and vote may not be less than twenty-four (24) hours or more than seventy-two (72) hours. Any action taken without notice to Members under this Section must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board

meeting. However, after the Development Period, the Board may not, unless done in an open meeting for which prior notice was given to all Members in accordance with Section 10 of this Article, consider or vote on:

- (a) fines;
- (b) damage assessments;
- (c) initiation of foreclosure actions;
- (d) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- (e) increases in the Annual Maintenance Charge;
- (f) levying special assessments;
- (g) appeals from a denial of architectural control approval;
- (h) a suspension of a right of a particular Owner before the Owner has an opportunity to attend a Board meeting to present the Owner's position, including any defense, on the issue;
- (i) lending or borrowing money;
- (j) the adoption or amendment of a dedicatory instrument;
- (k) the approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by more than ten percent (10%);
- (l) the sale or purchase of real property;
- (m) the filling of a vacancy on the Board;
- (n) the construction of capital improvements other than the repair, replacement or enhancement of existing capital improvements, or
- (o) the election of an officer.

Section 18. Powers. The Board of Directors is responsible for the affairs of the Association and has all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, the Certificate of Formation of the Association, or these Bylaws directed to be done and exercised exclusively by the Members. Such decisions will be made in the Board's sole and absolute discretion.

The President has the authority to act on behalf of the Board of Directors on all matters relating to the duties of a managing agent or manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these Bylaws or by any resolution of the Association that may be adopted, the Board of Directors has the power to, and is responsible for, the following (by way of explanation, but not limitation):

- (a) Preparing and adopting an annual budget;
- (b) Levying Annual Maintenance Charges to defray the common expenses, establishing the means and methods of collecting such Annual Maintenance Charges, and establishing the period of the installment payments, if any, of the Annual Maintenance Charges. Unless otherwise determined by the Board of Directors, the Annual Maintenance Charges will be collected annually in advance.

(c) Providing for the operation, care, upkeep, and maintenance of all of any Common Areas.

(d) Designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Common Area and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties.

(e) Collecting Annual Maintenance Charges, special assessments, other types of assessments and fees provided in the Declaration, and other sums, depositing the proceeds thereof in a bank depository, which it approves, and using the proceeds to administer the Association.

(f) Making and amending Rules and Regulations for the Association, including Rules relating to the imposition of fines for violations.

(g) Opening bank accounts on behalf of the Association and designating the signatories required.

(h) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of the Common Area in accordance with the other provisions of the Declaration and these Bylaws, after damage or destruction by fire or other casualty.

(i) Enforcing, by legal means, the provisions of the Declaration, the Design Guidelines, these Bylaws, and the Rules and Regulations adopted by the Board, and bringing any proceedings which may be instituted on behalf of or against the Members concerning the Association.

(j) Obtaining and carrying insurance against casualties and liabilities, including directors' and officers' liability insurance, as provided in the Declaration, and paying the premium cost thereof.

(k) Paying the cost of all services rendered to the Association or its Members and not directly chargeable to Members.

(l) Keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. All books and records must be kept in accordance with generally accepted accounting practices, and made available for review as required by Texas law.

(m) Providing, upon request, information to Members, mortgagees and prospective purchasers of Lots concerning, by way of example and not in limitation, the status of the Association, the status of payment of Annual Maintenance Charges and other assessments and charges on a Lot and the status of compliance with the provisions of the Declaration, and charging a reasonable fee sufficient to cover the expense associated with providing such information.

(n) Charging a reasonable fee sufficient to cover the expense associated with changing the records of the Association upon the transfer of title to a Lot.

(o) Adopting policies and procedures deemed necessary and appropriate for the administration of the Association and the conduct of the Directors and officers of the Association, the employees of the Association, if any, and persons serving on behalf of the Association in volunteer capacities.

Article IV. Officers

Section 1. Officers. The officers of the Association will be the President, Vice-President, Secretary and Treasurer. The Board of Directors may select, appoint and/or remove such other officers, as it deems appropriate, such officers to have the authority and to perform the duties prescribed from time to time by the Board of Directors.

Section 2. Election Term of Office and Vacancies. The officers of the Association will be elected annually from within and by the Board of Directors at the first meeting of the Board of Directors held after the annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by a majority vote of the Board of Directors, at a duly called meeting of the Board, at which a quorum is present, whenever in its judgment the best interests of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The Chief Executive Officer of the Association is the President. The Treasurer has primary responsibility for the preparation of the budget, as provided for in the Declaration, and, with the approval of the Board of Directors, may delegate all or part of the preparation and notification duties to a finance committee or a managing agent.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation will be effective on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation is not necessary to make it effective.

Section 6. Agreements, Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, leases, and other instruments of the Association must be executed by at least one (1) officer or by such other person or persons as may be designated by resolution of the Board of Directors.

Section 7. Compensation. No officer may receive any compensation from the Association for acting in such capacity.

Article V.
Committees

Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Such committees may perform such duties and have such powers as may be provided in the resolution creating same. Each committee will be composed and operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Article VI.
Miscellaneous

Section 1. **Fiscal Year.** The fiscal year of the Association will be the calendar year.

Section 2. **Conflicts.** If there are conflicts or inconsistencies among the provisions of Texas law, the Declaration, the Certificate of Formation, these Bylaws, and/or any Rules and Regulations of the Association, the provisions of Texas law, the Declaration, the Certificate of Formation, the Bylaws, and the Rules and Regulations of the Association (in that order) will prevail.

Section 3. **Books and Records.** Books and records of the Association must be retained by the Association in accordance with the Association's Records Retention Policy. Books and records of the Association are available to Members for review in accordance with the Association's Open Records Policy.

Section 4. **Indemnification.** The Association must indemnify a Director, officer or committee member who was, is or is threatened to be named as a defendant or respondent in a proceeding to the extent indemnification is consistent with the Texas Business Organizations Code, as it now exists or may hereafter be amended.

Section 5. **Amendment.** These Bylaws may be amended by the affirmative vote of a majority of the members of the Board of Directors of the Association at a meeting of the Board of Directors duly called for that purpose at which a quorum is present, subject to any notice requirements imposed by law.

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CERTIFICATE OF SECRETARY
of
TAVOLO PARK HOMEOWNERS ASSOCIATION, INC.

STATE OF TEXAS §
COUNTY OF ~~TARRANT~~ ^{DALLAS} §
§

I, Rylan Yowell, Secretary of Tavolo Park Homeowners Association, Inc., a Texas non-profit corporation, ("Association"), do hereby certify that the foregoing "Bylaws of Tavolo Park Homeowners Association, Inc." was adopted at a meeting of the Board of Directors of the Association on the 7 day of AUGUST, 2018.

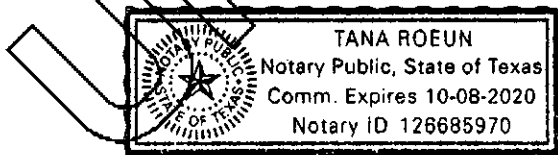
TO CERTIFY WHICH WITNESS MY HAND on this 7 day of AUGUST, 2018.

TAVOLO PARK HOMEOWNERS
ASSOCIATION, INC.

By: Rylan Yowell
Rylan Yowell, Secretary

STATE OF TEXAS §
COUNTY OF ~~TARRANT~~ ^{DALLAS} §
§

This instrument was acknowledged before me on the 7 day of AUGUST, 2018 by Rylan Yowell, Secretary of Tavolo Park Homeowners Association, Inc., on behalf of said corporation.



Tana Roeun
Notary Public in and for the State of Texas

Tavolo Park

Design Guidelines

I. Review Process

1.1 Purpose

A. Purpose of Guidelines. These Design Guidelines provide an overall framework and comprehensive set of standards and procedures for the development of the Community in an orderly and uniform manner. These standards have been developed to assist in site planning, Residential Dwelling construction, and landscaping of Lots in Tavolo Park, a residential community located in Tarrant County, Texas. The standards set forth criteria for design, style, materials, colors and location of site improvements, landscaping, and lighting. In addition, these Design Guidelines establish a process for review of Plans for proposed construction to ensure that Lots within Tavolo Park are developed in a consistent and uniform manner. All references herein to approval mean the prior written approval of Declarant or the Architectural Review Committee, as applicable.

B. Definitions. All capitalized terms used herein have the same meanings as that ascribed to them in the Declaration of Covenants, Conditions and Restrictions for Tavolo Park (the “**Declaration**”) recorded or to be recorded in the Official Public Records of Real Property of Tarrant County, Texas, unless otherwise indicated in these Design Guidelines.

C. Governmental Regulations. If an applicable building code or regulation is more restrictive than a provision in these Design Guidelines, the applicable building code or regulation will control. If an applicable building code or regulation is less restrictive than a provision in these Design Guidelines, the provision in these Design Guidelines will control.

D. Amendments and Supplements. These initial Design Guidelines have been prepared and adopted by PATE RANCH SINGLE FAMILY, LP, a Texas limited partnership (“**Declarant**”). These Design Guidelines may be amended or supplemented from time to time by Declarant during the Development Period and,

thereafter, the Architectural Review Committee, as deemed appropriate for the evolving development of the Community.

E. Applicability of Design Review. These Design Guidelines govern all property which is subject to the Declaration, as same may be amended from time to time and any additional property which may be subjected to the provisions of the Declaration and the jurisdiction of Tavolo Park Community Association, Inc. (the "**Association**"). All Plans for new construction on a Lot must be approved in writing by Declarant or the Architectural Review Committee (the "**ARC**"), as applicable, before any construction activity begins. Unless otherwise specifically provided in these Design Guidelines, no structure may be erected on a 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 (collectively, "**Work**") may take place without the prior written approval of Declarant or the ARC, as applicable.

Builders are responsible for ensuring compliance with all standards and procedures in these Design Guidelines. Builders are also governed by the requirements and restrictions set forth in the Declaration. Builders will be provided a copy of the Declaration and any amendment or supplement thereto and are responsible for providing a copy to construction and sales teams. In particular, Builders should systematically review and become familiar with the requirements applicable to Tavolo Park in the Declaration and these Design Guidelines.

F. Review Procedure. Architectural control and design review for Tavolo Park is primarily the responsibility of the ARC.

The ARC has jurisdiction over all matters relating to architecture and landscaping of Lots, as set forth in these Design Guidelines and the Declaration. The ARC will (1) review Plans for all construction and landscaping on a Lot, (2) have jurisdiction over all construction and landscaping on a Lot, (3) be the conclusive interpreter of these Design Guidelines, (4) monitor the administration of these Design Guidelines, and (5) promulgate additional design standards and review procedures consistent with these Design Guidelines.

G. Review Fees. When Plans are submitted for approval, the submission must include a "**Review Fee.**" The Review Fee will be made payable to the Association as follows:

1. Design plan review – A one-time approval of a Builder's particular plan. Once a plan is approved, the Builder is not required to resubmit for that plan for approval. The Review Fee is per set (includes all elevations per submittal).

Design Plan Review Fee - \$200.00

2. Plot plan review for new Residential Dwelling construction - The plan for the initial construction upon a Lot, taking the Lot from a vacant site to a single family Residential Dwelling.

Plot Plan Review Fee - \$50.00

3. Re-Submittals - Changes to a plan, elevation changes or re-submission of unapproved plans.

Re-Submittal Review Fee - \$25.00

4. Other – Plans for all types of additions and modifications on a Lot.

Review Fee - \$25.00

1.2 Design Review Process

A. General. The design review process for new construction has been developed to provide adequate checkpoints in an effort to minimize time spent on concepts which do not adhere to these Design Guidelines. An attempt has been made to streamline this process and eliminate excessive delays. Nevertheless, each Owner or Builder is responsible for complying with the Declaration and these Design Guidelines, and all other rules and regulations of any governmental authority, in order to bring the design review process to a prompt and satisfactory conclusion.

B. Review Criteria. While these Design Guidelines are intended to provide a framework for construction and modifications, these Design Guidelines are not all-inclusive. In its review process, the ARC may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, among other things. ARC decisions may be based on purely aesthetic considerations. However, the ARC will not grant approval for proposed construction that is inconsistent with these Design Guidelines or the Declaration, unless the ARC grants a variance in writing, as provided in the Declaration.

C. Procedures. The ARC will conduct reviews of Plans for proposed single family Residential Dwellings. The ARC will respond in writing within thirty (30) calendar days or less after a submittal is received. Any response an Owner or Builder may wish to make in reference to issues set forth in the ARC's notice following review of submittals must be addressed to the ARC in writing.

D. Review Submittal Process. Plans for new construction or modifications or additions on a Lot must be submitted to the ARC. The Plans must include:

1. Elevations, including the detached garages, if applicable;
2. Floor plans;
3. Exterior materials and accent materials, including roof materials;
4. Roof pitch and plate height;
5. Plat plan showing the location of the proposed Improvement in relation to building setbacks and easements;
6. Drainage plan; and
7. Landscape plan.

Notwithstanding the foregoing, if a Builder will be constructing Residential Dwellings on numerous Lots within the Community, the ARC may approve the floor plans and elevations for the Residential Dwellings that the Builder may construct on those Lots. As to a particular Lot, the Builder may then only be required to submit a plan submittal sheet showing the floor plan and elevation. The approval of the plan submittal sheet by the ARC will constitute formal approval of the plans for the Residential Dwelling to be constructed on the particular Lot. In addition, the drainage plan and landscape plan may be approved by the ARC at one time as to all Lots on which Residential Dwellings may be constructed on Lots by a Builder, as opposed to the submission and approval of a drainage plan and a landscape plan for each individual Lot.

As indicated in Section 1.1.G., above, the applicable Review Fee must also be submitted with the Plans.

Despite the approval of Plans by the ARC, no Residential Dwelling may be occupied without compliance with all applicable State, County, City and other authorities.

E. Review Period. Plans will be approved or disapproved within thirty (30) calendar days of the date that all required information is received by the ARC. Reviewed Plans will be retained for the ARC's records. The ARC's decision will be provided in writing as follows:

1. **"Letter of Approval"** - The Plans are approved as submitted.
2. **"Approved with Conditions"** - The Plans are approved, on the condition that objectionable features or segments are corrected. The Owner or Builder must correct the objectionable features or segments in the Plans, and the Owner or Builder may be required (if requested by the

ARC) to resubmit the Plans and receive written approval prior to commencing the construction or alteration.

3. **"Disapproved"** - The Plans as submitted are rejected. The ARC will provide comments as to its reasoning behind disapproving the Plans.

If the ARC fails to respond within thirty (30) days, the application is deemed to be disapproved.

F. Implementation of Approved Plans. All Work must conform to the approved Plans. If it is determined that Work completed or in progress on a Lot is not in compliance with these Design Guidelines or the Declaration, the ARC will notify the Owner or Builder of any of such noncompliance, specifying in reasonable detail, the particulars of noncompliance and will require the Owner or Builder to remedy the same. If the Owner or Builder fails to remedy such noncompliance or fails to commence and continue diligently toward achieving compliance within the time period stated in the notice, then such noncompliance will be deemed to be in violation of these Design Guidelines. Once an Owner or Builder is notified in the manner required by law by ARC, daily fines may be imposed on Owner or Builder until noncompliance is deemed by ARC as remedied.

1. Time to Commence. If construction of an approved Improvement does not commence within one hundred and twenty (120) days of the Plans for that Improvement is approved, such approval will be deemed to be rescinded, and it will be necessary for the Owner or Builder to resubmit Plans to the ARC for reconsideration.

2. Time to Complete. Construction of an approved Improvement must be completed within the time provided in the Declaration, unless the ARC approves a longer period to complete construction.

If construction is not completed within the applicable period, the incomplete construction will be deemed to be in violation of these Design Guidelines. In the event of such violation, the ARC may notify the Association of such failure and the Association, at its option, proceed with remedies provided in the Declaration or by law.

G. Changes After Approval. All proposed changes to Plans, including changes that affect the square footage, exterior of any building, colors, windows, grading, paving, utilities or landscaping made after the approval of Plans must be submitted to and approved in writing by the ARC prior to implementation.

H. Variances. As provided in the Declaration, a variance may be granted in some circumstances (including, but not limited to natural obstructions, hardship,

or environmental considerations) when a deviation is deemed necessary. No variance is effective unless issued in writing in the manner provided in the Declaration.

I. Governmental Approval. The review and approval of Plans does not constitute a warranty or representation as to compliance with the permitting and approval requirements of governmental authorities having jurisdiction. It is the responsibility of Owner or Builder to obtain all necessary governmental permits and approvals.

If a governmental authority having jurisdiction requires that changes be made to Plans previously approved by the ARC, the Owner or Builder must notify the ARC of such changes in writing and receive written approval from the ARC prior to implementing such change.

J. Completion of Work. The ARC has the right, but not the obligation, to inspect an Improvement upon completion to confirm that it has been constructed in accordance with the approved Plans. If, as the result of an inspection, it is determined by the ARC that an Improvement was not constructed in accordance with the approved Plans, the ARC may notify the Owner or Builder in writing, at which point the Owner or Builder will be required to correct the noncompliance.

1.3 Construction Guidelines

The following construction regulations ("**Regulations**") will apply to any and all Work performed on a Lot. Owners and Builders are required to comply with building setbacks and the orientation and placement of Improvements including, but not limited to, driveways, sidewalks, Residential Dwellings, garages, fencing and landscaping. Connections to utilities are the responsibility of the Owner or Builder.

A. Builder's Compliance. The Owner or Builder must comply with these Regulations. Any violation observed by the ARC will result in written notification on non-compliance and may result in fines. The Association may also take the necessary action to correct the violation should the Owner or Builder fail to do so. Any expense incurred by the ARC or Association to correct a violation will be invoiced to the Owner or Builder and will be secured by the Association's lien established in the Declaration.

B. Governing Authority. Each Owner or Builder must comply with the regulations of any governmental authority having jurisdiction, as well as all applicable Occupational Safety and Health Act regulations and guidelines (OSHA).

C. EPA - SWPPP. Each Owner or Builder must comply with the Environmental Protection Agency’s Storm Water Pollution Prevention Program (SWPPP) or other governmental authorities on similar issues.

D. Excavated Earth and Debris. Excess earth excavation and debris must be hauled from Tavolo Park and properly disposed of.

E. Sales Trailers. A temporary sales trailer may be located on a specific Lot only with the written approval of Declarant. A temporary sales trailer must be removed within the time period specified by Declarant.

F. Construction Signage. If authorized by Declarant in writing, a Builder may place one (1) construction sign on a Lot. The size and location of the sign may be designated by Declarant.

G. Construction Access. The location of Tavolo Park’s main construction entrances will be determined from time to time by Declarant and each Builder is responsible for assuring that only that entrance is used by its employees, suppliers, subcontractors and agents.

H. Vehicles and Parking Areas. Construction crews may not park on, or otherwise use, another Lot or any open space. Construction vehicles are required to be parked on the same side of the street and within areas designated by the Declarant. No vehicles may be parked in a manner that obstructs or impairs traffic flow. Each Builder is responsible for assuring that subcontractors and suppliers comply with the speed limits and other traffic signs posted within Tavolo Park. Construction vehicles must be properly maintained so that they do not leak or emit smoke or fumes or make unreasonable noise.

I. Daily Operation. Daily working hours for each construction site will be as follows:

Monday - Friday..... 7 a.m. to 7 p.m.

Saturday 7 a.m. to 6 p.m.

Sunday 9 a.m. to 6 p.m.

Holidays..... During the hours designated by Declarant, which may vary depending upon the holiday.

The specified hours for construction include staging activities preceding actual construction work and clean-up and other activities associated with shutting down construction.

Construction hours are subject to change, as may be determined by Declarant from time to time. Builders are required to be respectful of residents living in close proximity to a construction site. Loud music is prohibited. Resident complaints will be courteously addressed and resolved as quickly as possible. Construction workers may not bring any type of animal or pet or any child sixteen (16) years of age or younger to a construction site.

J. Construction Materials and Equipment. Construction materials must be neatly stacked on the Lot on which the work is taking place. Construction materials and equipment must be covered and secured when not in use. The Owner or Builder is solely responsible for any loss of or damage to construction materials and/or equipment kept or maintained on a construction site.

K. Sanitary Facilities. Each Builder is responsible for providing adequate sanitary facilities for the Builder's construction workers. Portable toilets must remain clean at all times and located only at the construction trailer site or within an area approved by the Declarant. The sanitary facilities are to be removed promptly upon completion of construction.

L. Dust, Mud, Noise and Silt Fences. Each Builder is responsible for diligently controlling dust, mud and noise, including, without limitation, music, on the construction site. Silt fences are required and must remain in good condition during entire phase of construction. If a silt fence needs to be temporarily removed, the prior written approval of the ARC is required. Additionally, Lot perimeter silt fencing must be removed by Builder when construction is complete. Each Builder is also required to install appropriate erosion control devices and to maintain such devices during the construction process. Each Builder is required to sweep the street in front of the Lot and, in the case of a corner Lot, the side street at least once each week.

M. Debris and Trash Removal. During the construction period, each construction site must be kept neat and clean. Builders must clean all trash and debris on a construction site on a daily basis. Debris and other items must be kept in appropriate containers to prevent them from being windblown into streets or onto other Lots. Lightweight materials, packaging, and other construction debris must be removed from the site weekly.

Builders are prohibited from dumping, burying or burning trash anywhere within Tavolo Park. A temporary four foot (4') tall orange safety fencing between Lots with constructed Residential Dwellings and Lots under construction is required during construction. Each Builder is required to form an enclosed area with a minimum diameter of ten feet (10') on each Lot on which a Residential Dwelling

is under construction in which debris and trash generated by the construction on the Lot must be placed.

Declarant will designate an area or areas in Tavolo Park in which concrete wash-out is permitted. Concrete wash-out in other areas is prohibited.

Mud, dirt and construction debris from the construction site on paved streets in Tavolo Park, whether caused by the Builder or any of its subcontractors or suppliers, must be removed and cleaned by the Builder daily. Fines may be imposed on Builders for noncompliance.

N. Restoration or Repair of Other Property Damages. Damage to any property outside the Lot on which construction is taking place, including, but not limited to, adjacent Lots, roads, curbs, driveways, utilities, vegetation and/or other Improvements, resulting from construction operations, is not permitted. If any such damage occurs, it must be repaired and/or restored promptly at the expense of the Builder. In the event a Builder fails to restore or repair the damaged area, the Association may repair the area and impose the expense on the Builder.

O. Miscellaneous and General Practices. Each Builder is responsible for the conduct and behavior of its employees, agents, representatives, suppliers and subcontractors while in Tavolo Park. The following practices are prohibited:

- a. Changing oil or making repairs on any vehicle or equipment on a Lot or at any other location within Tavolo Park other than at a location, if any, designated for that purpose by Declarant.
- b. Allowing concrete suppliers, plasterers, painters or any other subcontractors to clean equipment anywhere but the location(s) specifically designated for that purpose by Declarant. A violation of this provision will result in charges to the Builder or Owner for clean up or damage repairs.
- c. Removing rocks, plant material, topsoil, or similar items from other property within Tavolo Park, including other construction sites.
- d. Illegal possession of any type of firearms or other weapons within Tavolo Park.
- e. The use of utilities from an adjacent property without the written consent of the owner of the adjacent property.
- f. Using disposal methods or equipment other than those approved by Declarant.

- g. Careless disposal of cigarettes and flammable material. At least two (2) fully operational 10-pound ABC-rated dry chemical fire extinguishers must be present and available in a conspicuous place on the construction site at all times.
- h. The use of illegal drugs or alcohol.
- i. Destruction or removal of protected plant materials or plants without approval of the ARC.
- j. The use of radios and other audio equipment at an unreasonable sound level, as determined by the ARC.
- k. The use of a horn by a contractor, subcontractor or catering truck to signal arrival.

1.4 Compliance and Non-Liability

A. Enforcement. In the event of a violation of these Design Guidelines, Declarant or the Association may take any action set forth in the Declaration or these Design Guidelines. Declarant or the Association may remove or remedy the violation and/or seek injunctive relief requiring the removal or the remedying of the violation. In addition, Declarant or the Association, as applicable, is entitled to recover the costs incurred in enforcing compliance and/or impose a fine against the Owner of the Lot upon which such violation exists.

B. Non-Liability for Approval of Plans. These Design Guidelines include a disclaimer of liability or responsibility for the approval of Plans submitted by an Owner or Builder. **PRIOR TO SUBMITTING PLANS OR INFORMATION FOR REVIEW, EACH OWNER OR BUILDER SHOULD READ AND UNDERSTAND THIS DISCLAIMER.**

DECLARANT, THE ASSOCIATION, THE ARC, THE BOARD, AND THEIR RESPECTIVE OFFICERS, AGENTS, MANAGERS, PARTNERS, DIRECTORS, SUCCESSORS OR ASSIGNS, ARE NOT LIABLE IN DAMAGES OR OTHERWISE TO ANYONE WHO SUBMITS MATTERS FOR APPROVAL TO DECLARANT OR THE ARC, OR TO ANY OWNER AFFECTED BY THESE DESIGN GUIDELINES BY REASON OF MISTAKE OF JUDGMENT, NEGLIGENCE, OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL, DISAPPROVAL, OR FAILURE TO APPROVE OR DISAPPROVE ANY PLANS REQUIRING APPROVAL HEREUNDER. APPROVAL OF PLANS BY DECLARANT OR THE ARC DOES NOT CONSTITUTE ANY WARRANTY OR REPRESENTATION AS TO THE INTEGRITY OR

SUITABILITY OF THE PLANS FOR THE PROPOSED IMPROVEMENT OR COMPLIANCE WITH ALL APPLICABLE GOVERNMENTAL REGULATIONS.

C. Right of Waiver. Declarant and the ARC reserve the right, without the obligation, to waive or vary any of the procedures or standards set forth herein at its discretion, for good cause shown, subject to compliance with the Declaration. However, any such waiver will not constitute a waiver of any right to withhold approval as to any similar drawing, specification, or matter whenever subsequently or additionally submitted for approval.

Further, if Declarant or the ARC overlooks or is not aware of any item of non-compliance at any time during the review process, construction process or final inspection, the Owner or Builder is in no way relieved of the obligation to comply with these Design Guidelines, the Declaration and all applicable codes, ordinances and laws.

D. Severability. If any provision in these Design Guidelines is held to be invalid, the same will not affect, in any respect whatsoever, the validity of the remainder of these Design Guidelines to the extent that these Design Guidelines may be reasonably applied without the invalid provision.

II. Site Plan Guidelines

2.1 Building Setbacks

Building setbacks are established by these Design Guidelines and, when recorded, the Plat.

Prior to the placement of any forms, the Builder is required to review the setbacks, as well as regulations required by the City and County for each specific Lot to verify all applicable setback requirements. **Unless otherwise delineated on the recorded Plat or set forth in the Declaration, or a City or County regulation,** the following setbacks will apply:

2.1 BUILDING SETBACKS AND EASEMENTS

LOT SIZE	FRONT LINE SETBACK	SIDE SETBACK	REAR SETBACK
50'	Twenty feet (20')	Five feet (5')	Ten feet (10')
60'	Twenty feet (20')	Five feet (5')	Ten feet (10')

2.2 Lot Improvements

2.2.1 Garages

A garage capable of housing at least two (2) vehicles is required for every Lot. The driveway width must accommodate two (2) vehicles parked side-by-side. A minimum of four (4) parking spaces, including the garage, and beyond the street is required for each Lot. A carport on a Lot is prohibited. Additional provisions relating to garages are set forth in Section 3.12.

2.2.2 Street Sidewalks

Concrete sidewalks are to be constructed by the Owner or Builder within all public street right-of-way frontages according to City and County standards. All street sidewalks are to be constructed in a consistent manner producing a uniform appearance.

Sidewalks along a street must be five feet (5') in width and have a five foot (5') setback from the back of the curb to provide sufficient space for street trees. On a corner Lot, a sidewalk is required to be both parallel to the front Lot line and parallel to the side street Lot line. The area between the curb and the street sidewalk must be sodded with grass.

Expansion joints must occur every twenty feet (20'). Complete pours between expansion joints are required. No cold joints are permitted.

Where sidewalks cross driveways with decorative paving, the standard sidewalk design does not have to be carried through the driveway. Driveway paving is to be flush with adjacent sidewalk.

All sidewalk construction must meet or exceed ADA accessibility standards.

It is the responsibility of the Owner of a Lot to maintain, repair and replace all sidewalks on or adjacent to the Lot within the public right-of-way.

2.2.3 Walkways

Reinforced concrete is required, designed to standards. Walkways are to be a minimum of four feet (4') in width. Subject to ARC approval, decorative materials may include brick, stamped or colored concrete pavers, flagstone, etc. Asphalt paving, loose gravel, loose stone, and timber borders on walkways are prohibited.

Walkways may lead to the driveway and/or to curb fronting the Residential Dwelling. Walkways must have a five foot (5') landscape area between the walkway and the Residential Dwelling.

2.2.4 Driveways

Each driveway is required to be a minimum four inch (4") thick concrete over a sand base. A number six (#6), six-inch (6") by six-inch (6") woven wire mesh or equivalent must be installed within the "drive-in" portion of the driveway between the curb and sidewalk. City specifications regarding driveway cuts and curb returns at driveway openings must be adhered to for all Lots.

The driveway on a Lot may not be located nearer than three feet (3') from the side property line.

A paved parking space adjacent to the driveway which is nearer to the front property line of a Lot than the front building setback is prohibited.

Circular driveways may be permitted on a case by case basis in the sole discretion of the ARC. A submittal for a circular driveway may be disapproved by the ARC on the basis of the width or configuration of the Lot and the corresponding impact on the appearance of the front yard area. Accordingly, the approval of a circular driveway on a Lot does not obligate the ARC to approve a submittal for a circular driveway on another Lot. Circular driveway submittals must clearly note property lines, build lines and easements for the lot.

2.2.5 Pools, Spas, Water Amenities

Pools, hot tubs, spas and other water amenities must be approved in writing by the ARC prior to construction. Above ground pools and temporary or portable pools are prohibited. The area in which an approved pool, hot tub, spa or similar water amenity is located must be fully enclosed by a fence approved in writing by the ARC.

Swimming pool appurtenances, such as rock waterfalls and slides, may not exceed six feet (6') in height measured from grade to the highest point of the appurtenance. Skimmer nets, long handle brushes, pool chemicals, filters, pumps, heaters, plumbing, etc. may not be visible from any adjacent Lot at ground level, a street or Common Area. Pumps, heaters, plumbing, etc. must be screened from view from a street and Common Area in a manner approved in writing by the ARC.

A pool, hot tub, spa or similar water amenity must be located on the Lot within all applicable building setbacks. Pool walls may not encroach into utility easements. If pool plumbing is required in a utility easement, the Builder/Owner must contact the appropriate utility company before excavating. Wood or concrete pool decks may be placed on a utility easement only with the prior written permission of the utility company.

A pool, hot tub, spa or similar water amenity is permitted only in the rear yard of a Lot; no such item is permitted in the front or side yard of a Lot.

A fountain in the front yard of a Lot is prohibited. In the case of a corner Lot, a fountain in the side yard adjacent to the side street is prohibited.

Dumping of excavated material within the Community is prohibited.

A pool, hot tub, spa or other water amenity is not permitted on a Lot unless there is a Residential Dwelling on the Lot or the pool, hot tub, spa or other water amenity is constructed at the same time that a Residential Dwelling on the Lot is constructed.

2.2.6 Decks

The construction of a deck on a Lot requires the prior written approval of the ARC. The location of a deck must comply with all applicable building setbacks. No deck may be more than two feet (2') above grade.

2.2.7 Patios and Patio Covers, Arbors and Pergolas

The construction of a patio and/or patio cover, an arbor and a pergola requires the prior written approval of the ARC. Steel, aluminum, and any other metal may not be used as an exterior material (siding or roofing) on a patio, patio cover or arbor.

2.2.8 Front Porches

Front porches are encouraged.. A front porch appurtenant to a Residential Dwelling may extend beyond the front building setback a distance not exceeding ten feet (10'). A front porch must have a depth of at least six feet (6') and a useable area of at least sixty (60) square feet. Front entry covers are not permitted on Residential Dwellings that are at least two (2) stories in height. Arched entry way openings may not exceed fourteen feet (14') in height on a two (2) story Residential Dwelling. Palladian style window configurations are discouraged on entries.

III. Architectural Guidelines

3.1 General Responsibilities

The following architectural guidelines provide a basis for design concepts, forms and materials to create a pleasant living environment. These Design Guidelines are not intended to limit the creativity of the Owner or Builder in design or construction. The design of each Residential Dwelling must be compatible with the overall architectural scheme of the Community.

3.2 Square Footage

Square footage of a Residential Dwelling is considered to be the air conditioned living area of the structure, excluding porches, patios, decks and garages. Minimum and maximum square footage of single family Residential Dwellings, based on Lot width, are as listed in the Table below.

3.2 LOT COVERAGE AND SQUARE FOOTAGE

Lot Width	Minimum Sq. Feet	Maximum Sq. Feet
50'	1800	3400
60'	2400	4000
70'	TBD	TBD

3.3 Plan Spacing and Repetition

Exterior elevations must be complementary in architectural design and materials, and compatible with Residential Dwellings throughout the Community.

The same elevation plan must be staggered throughout the Community in accordance with the "Six Lot pattern" attached to these Design Guidelines as Exhibit "A". The same elevation plan may not be repeated more frequently than every sixth (6th) Lot.

APPROVAL OF ALL PLAN LOCATIONS BY THE ARC IS REQUIRED PRIOR TO COMMENCEMENT OF CONSTRUCTION.

3.4 Exterior Materials

As used in these Design Guidelines, the term "masonry" means brick, stone and real stucco (wire mesh, cement, lime based). A combination of masonry materials is encouraged. Brick is required to be fired clay brick. Concrete brick for use on a Residential Dwelling is expressly prohibited.

The front elevation of a Residential Dwelling, including the garage, must be one hundred percent (100%) masonry except over the roof of the Residential Dwelling or elsewhere specifically approved by ARC; only limited exceptions will be permitted by the ARC. The Residential Dwelling is required to be made up of eighty percent (80%) masonry overall, provided that the first floor of the Residential Dwelling must be one hundred percent (100%) masonry, except under

the roof on rear porches. No stone over the top of brick materials is permitted (i.e., stone accents must be on same plane and must start at the foundation)

Keystones and Brick Quoins are not permitted on front elevations.

Masonry lap siding or lap siding treated engineered siding or a similar cementitious material (equal to Hardi-Plank or Smartsystem by LP) may be permitted as exterior materials in limited circumstances depending upon the design of the Residential Dwelling and compatibility with surrounding Residential Dwellings, as determined by the ARC in its sole discretion; however, such siding is not considered to be masonry and will not be included in the determination of compliance with the minimum masonry percentage. Provided that, such masonry material may only be located above the roofline of the Residential Dwelling. Board and Batten siding, metal, reflective aluminum or vinyl siding are prohibited. Hardi-Board is prohibited. Material changes may not occur at a front outside corner of the front elevation of a Residential Dwelling. Materials must wrap a minimum of two feet (2') around the side elevation.

Highly reflective external materials, as determined by the ARC, are not permitted.

3.5 Masonry Repetition

Masonry on Residential Dwellings in close proximity must vary to provide diversity in color and design. The ARC may disapprove the masonry proposed to be used on a Residential Dwelling if the same or similar masonry is used on a Residential Dwelling in close proximity to the Lot for which the masonry is proposed. The masonry patterns on Residential Dwellings must be staggered throughout the Community in accordance with the "six Lot pattern" illustrated in Exhibit "A" attached to these Design Guidelines.

The ARC may adopt additional guidelines relating to masonry requirements and masonry repetition by an amendment or supplement to these Design Guidelines.

3.6 Paint Colors

Neutral earth tones or forest tones are preferred. The exterior color must also be an acceptable shade of color. Bright, primary, brilliant, pastel, iridescent colors or tones considered by the ARC to be brilliant are not permitted. The exterior color must be approved in writing by the ARC prior to painting.

Soffit, fascia board, window and door trim and rain gutters must also be an earth tone or forest tone color; however, the shades of trim color may be deeper than the principal color of the Residential Dwelling. Extreme color differences or use of more than three (3) colors on a Residential Dwelling is not permitted.

The color schemes on the exteriors of a Residential Dwellings may not be the same as or similar to the color scheme of a Residential Dwelling within a six (6) Lot grouping, that being three (3) Lots on the same side of the street and three (3) Lots on the opposite side of the street must be staggered throughout the Community in accordance with the "six Lot pattern" illustrated in Exhibit "A" to these Design Guidelines.

3.7 Windows

Metal or vinyl-clad, double paned windows or higher quality must be used. Metal window finishes must complement the architectural style and color of the Residential Dwelling. Bronze, white, black, and taupe are acceptable. Clear anodized aluminum is prohibited. Tinting is encouraged for energy conservation purposes. Bronze, reflective glass or mirrored glazing is prohibited. Exterior burglar or security bars on windows or doors are prohibited. Window shutters are permitted provided that they must be half (1/2) of the window's width.

3.8 Roofs

The roofing materials on all Residential Dwellings and other Improvements in the Community must be lifetime architectural (dimensional) composition shingles with ten (10) year algae discoloration protection, barrel tile or slate. Three (3) tab composition shingles are prohibited. The type and color of the roofing material to be used on a Residential Dwelling must be approved in writing by the ARC prior to construction; the color of the roofing material must be consistent with the color scheme for roofs established by the ARC. Shingles are to be overlapped at valleys so that no valley flashing is exposed. Copper metal roofing is permitted only as an accent, not as the predominant roofing material.

Minimum fascia height is six inches (6"). Eaves must be boxed in with horizontal soffit.

All Residential Dwellings must have a minimum 8:12 roof pitch unless otherwise approved in writing by the ARC. Secondary roof structures, such as, by way of example and not in limitation, the roof on a porch, patio or dormer, may have a different roof pitch as approved in writing by the ARC.

Mansard, Gambrel and Chalet roofs, are prohibited. Flat roofs are prohibited. A minimum of 4:12 pitch at accent locations is permitted.

3.9 Chimneys

If a chimney is interior to the Residential Dwelling, it must be a direct vent located at the rear of the Residential Dwelling. If a chimney is exterior to the Residential Dwelling, the exterior of the chimney must be clad in a masonry material; for purposes of a chimney, Hardi-Plank and Smartsystem by LP are not considered to be a masonry material and, therefore, are not permitted.

3.10 Roof Top Accessories

The roof, as an expressive design element, should be kept as visually unobstructed as possible. A radio/television antenna or satellite dish antenna on a Residential Dwelling is not permitted if in front of the Lot or, in the case of a corner Lot, the side street, unless otherwise permitted by law.

Vent stacks and other necessary roof penetrations should be located away from public view. Roof vents should be combined to reduce number of roof penetrations, when possible. All vent stacks and flashing must be painted to match the color of the shingles. Roof penetrations should be set no higher than the minimum height required by applicable building codes or regulations. Shingles are to be overlapped at valleys so that no valley flashing is exposed.

Rooftop or window air-conditioning or heating equipment is prohibited.

Skylights, if any, must be installed on the rear portion of the roof of the Residential Dwelling.

3.11 Solar Energy Devices

Section 202.010 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits or restricts an Owner from installing a solar energy device except as otherwise provided therein. As used in Section 202.010 of the Texas Property Code, "solar energy device" has the meaning assigned by Section 171.107 of the Tax Code, which defines the term as "a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar generated power". The term includes a

mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power. The following provisions are applicable to solar energy devices on Lots in the Community:

ARC Approval:

- (a) **ARC Approval.** The installation of a solar energy device requires the prior written approval of the ARC. Provided that, the ARC may not withhold approval if the provisions of this Section 3.11 are met or exceeded, unless the ARC determines in writing that placement of the device as proposed constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The written approval of the proposed placement of the device by all Owners of Lots adjoining the Lot in question constitutes prima facie evidence that substantial interference does not exist.
- (b) **Location.** A solar energy device is not permitted anywhere on a Lot except on the roof of the Residential Dwelling or other permitted structure on the Lot or in a fenced yard or patio within the Lot.
- (c) **Devices Mounted on a Roof.** A solar energy device mounted on the roof of the Residential Dwelling or other permitted structure on a Lot:
- (1) may not extend higher than or beyond the roofline;
 - (2) must conform to the slope of the roof and have a top edge that is parallel to the roofline;
 - (3) must have frames, support brackets and/or visible piping or wiring that are silver, bronze or black tone, as commonly available in the marketplace; and
 - (4) must be located on the roof as designated by the ARC unless an alternate location increases the estimated annual energy production of the device by more than ten percent (10%) above the energy production of the device if located in the area

designated by the ARC. For determining estimated annual energy production, the parties must use a publicly available modeling tool provided by the National Renewable Energy Laboratory.

- (d) **Visibility.** A solar energy device located within a fenced yard or patio may not be taller than six feet (6').
- (e) **Warranties.** A solar energy device may not be installed on a Lot in a manner that voids material warranties.
- (f) **Limitations.** A solar energy device is not permitted on a Lot if, as adjudicated by a court, it threatens the public health or safety or violates a law.

3.12 Garages

A detached garage on a Lot in the Community is prohibited. A carport on a Lot is prohibited.

Garages must be set back at least two feet (2') from the front plane of the Residential Dwelling, unless otherwise approved in writing by the ARC.

The conversion of all or a portion of the interior of a garage into living space is prohibited.

3.12.1 Garage Doors

A garage for housing not less than two (2) vehicles is required for each Lot. Variations in single garage doors and double garage doors are required throughout the Community. The ARC may disapprove the design of garage doors if the same or similar design of garage doors exists on a Lot in close proximity. For a garage with single doors, a brick column twelve inches (12") in width separating the doors is required.

Garage doors must be architectural metal or cedar wood clad, or its approved equivalent, and incorporate at least two (2) of the following:

- a. Two single garage doors
- b. decorative windows;
- c. decorative hardware;
- d. reveals with texture; or

- e. garage door paint or stain that is darker than the trim.

The exterior color of a garage door must be consistent with the color scheme on the exterior of the Residential Dwelling, as determined and approved by the ARC. All garage doors must be recessed from the frame at least nine inches (9"). In the event of a three (3) vehicle garage facing a street, a plane break not less than two feet (2') is required to reduce the span of the garage opening.

All garages must be pre-wired for automatic garage door openers.

3.13 Exterior Lighting

Exterior lighting must be installed in a manner that will not cause unnecessary light spill distraction, nuisance or unsightliness. All exterior lighting requires the prior written approval of the ARC.

Exterior residential lighting should convey an inviting atmosphere and aid in providing nighttime illumination of the property without annoying others. Selection and placement of fixtures, and selection of light source types, should be done with care.

Lights should be directed to illuminate Residential Dwelling number graphics. Ground lighting or decorative light fixtures are permitted. Decorative fixtures should be of high quality materials and workmanship and should be in scale and style with the Residential Dwelling. High-pressure sodium vapor lights on Lots are prohibited. Mercury vapor lights, when the fixture is visible from an adjacent Lot, a street or Common Area are prohibited.

Colored lenses on low voltage lights, colored light bulbs, fluorescent and neon lighting are prohibited.

Incandescent, low voltage incandescent, screw-in fluorescent, metal halide, quartz and natural gas lights are permitted.

3.14 Mechanical Screening

Landscaping approved by ARC is required around the power/phone transformers and pedestals in the front yards of Lots and in the side yard of a corner Lot adjacent to the side street. Transformers and pedestals must be screened on three (3) sides – in front to screen each transformer or pedestal from view from a street adjacent to the Lot and on both sides. The plant materials must be evergreen and

be large enough at the time the landscaping is installed to fully screen the transformers and pedestals from view.

All mechanical, meters, air conditioning units, pool equipment, and other similar devices, are required to be placed away from view of streets, Common Areas, and adjacent Lots. The equipment must be placed behind the fence or wall of rear and side yards. If the fence is an ornamental fence, landscaping must also be used to screen the equipment from view.

On corner Lots, air conditioners, pool pumps, etc., must be placed in the rear yard or the interior side of the Lot.

Screening with plants is to be accomplished with initial installation, not assumed growth at maturity. Shrubs or vines must be placed in front of screens. Hedges may be used for screens if plants are mature enough and spaced close enough to provide adequate screening at the time of planting.

3.15 Address Markers

Typical community Precast Stone required.



3.16 Flag Poles

Section 202.011 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits, restricts, or has the effect of prohibiting or restricting a flag of the United States of America, the flag of the State of Texas, or an official or replica flag of any branch of the United States armed forces, except as otherwise provided therein.

- (a) The following provisions are applicable to flagpoles and the three (3) types of flags listed in Section 202.011 of the Texas Property Code:

(1) ARC Approval. Proposed flagpoles, flagpole stands and/or footings and illumination must be approved in writing by the ARC. The Association may require an Owner to remove flagpoles, flagpole footings, or flags that do not comply with this Section 3.16.

(2) Flag of the United States. The flag of the United States must be displayed in accordance with applicable provisions of 4 U.S.C. Sections 5-10, which address, among other things, the time and occasions for display, the position and manner of display, and respect for the flag.

(3) Flag of the State of Texas. The flag of the State of Texas must be displayed in accordance with applicable provisions of Chapter 3100 of the Texas Government Code, which address, among other things, the orientation of the flag on a flagpole or flagstaff, the display of the flag with the flag of the United States, and the display of the flag outdoors.

(4) Flag of a Branch of the United States Armed Forces. An official or replica flag of any branch of the United States Armed Forces.

(b) Flagpoles.

(1) Not more than one (1) freestanding flagpole or flagpole attached to the Residential Dwelling or garage (on a permanent or temporary basis) is permitted on a Lot.

(2) A freestanding flagpole may not exceed five (5) feet diameter, twenty (20) feet in height, measured from the ground to the highest point of the flagpole.

(3) A flagpole attached to the Residential Dwelling or garage may not exceed six (6) feet in length.

- (4) A flagpole, whether freestanding or attached to the Residential Dwelling or garage, must be constructed of permanent, long-lasting materials with a finish appropriate to materials used in the construction of the flagpole and harmonious with the Residential Dwelling on the Lot on which it is located.
- (5) A flagpole may not be located in an easement or encroach into an easement.
- (6) A freestanding flagpole may not be located nearer to a property line of the Lot than the applicable setbacks shown on the recorded Plat or set forth in the Declaration. Provided a freestanding flagpole may be located up to ten feet (10') in front of the front building setback line for a Lot, if any above-ground stands and/or footings are approved in accordance with this section.
- (7) A flagpole must be maintained in good condition; a deteriorated or structurally unsafe flagpole must be repaired, replaced or removed.
- (8) An Owner is prohibited from locating a flagpole on property owned or maintained by the Association.
- (9) A freestanding flagpole must be installed in accordance with the manufacturer's guidelines and specifications.
- (10) If the footing and/or stand for a freestanding flagpole extends above the surface of the ground, the ARC may require the installation of landscaping to screen the stand and/or footing from view.

(c) Flags.

- (1) Only the three (3) types of flags addressed in this section may be displayed on a freestanding flagpole. Other types of flags may be displayed on a wall-

mounted flagpole as otherwise provided in architectural guidelines adopted by the ARC or as otherwise permitted by the Association.

- (2) Not more than two (2) of the permitted types of flags may be displayed on a flagpole at any given time.
 - (3) The maximum dimensions of a displayed flag on a freestanding flagpole that is less than fifteen (15) feet in height or on a flagpole attached to the Residential Dwelling or garage is three (3) feet by five (5) feet.
 - (4) The maximum dimensions of a displayed flag on a freestanding flagpole that is fifteen (15) feet in height or greater is four (4) feet by six (6) feet.
 - (5) A displayed flag must be maintained in good condition; a deteriorated flag must be replaced or removed.
 - (6) A flag must be displayed on a flagpole. A flag may not be attached to the wall of the Residential Dwelling or other structure on a Lot or a tree, or be displayed in a window of the Residential Dwelling or other structure on a Lot.
- (d) Illumination. It is the universal custom to display the flag of the United States of America only from sunrise to sunset. Likewise, the flag of the State of Texas should not normally be displayed outdoors before sunrise or after sunset. Accordingly, illumination of a flagpole or flag is not permitted.

3.17 Rain Gutters

A full gutter system is required on eaves on the front and side elevations of a Residential Dwelling. Downspouts on the front of a Residential Dwelling must be located to provide a clean, unobtrusive appearance. Gutters and downspouts must be painted the same color as trim on the Residential Dwelling.

3.18 Rain Barrels and Rain Harvesting Systems

Section 202.007 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits or restricts an Owner from installing rain barrels or a rain harvesting system on the Owner's Lot. However, Section 202.007 of the Texas Property Code further provides that a property owners' association is not required to permit a rain barrel or rainwater harvesting system to be installed on a lot in particular circumstances or restricted from regulating rain barrels and rain harvesting devices in specified manners. The following provisions are applicable to rain barrels and rain harvesting systems on Lots in the Community:

- (a) **Location.** A rain barrel or rain harvesting system is not permitted on a Lot between the front of the Residential Dwelling on the Lot and an adjacent street.
- (b) **Color and Display.** A rain barrel or rain harvesting system is not permitted:
 - (1) unless the color of the rain barrel or rain harvesting system is consistent with the color scheme of the Residential Dwelling on the Owner's Lot; or
 - (2) if the rain barrel or rain harvesting system displays any language or other content that is not typically displayed by the rain barrel or rain harvesting system as it is manufactured.
- (c) **Regulations if Visible.** If a rain barrel or rain harvesting system is located on the side of the Residential Dwelling on the Lot or at any other location on the Lot that is visible from a street, another Lot, or Common Area, the rain barrel or rain harvesting system must comply with the following regulations:
 - (1) **Rain Barrel:**
 - (i) **Size:** A maximum height of forty-two (42) inches and a maximum capacity of fifty (50) gallons.
 - (ii) **Type:** A rain barrel that has the appearance of an authentic barrel and is either entirely round

or has a flat back to fit flush against a wall of the Residential Dwelling. A rain barrel must have a manufactured top or cap to prevent or deter the breeding of mosquitoes.

(iii) Materials: Wood, metal, polyethylene or plastic resin designed to look like an authentic barrel in brown or other neutral earth tone color.

(iv) Screening: The rain barrel must be screened with evergreen landscaping to minimize its visibility from a street, another Lot, and Common Area, unless otherwise approved in writing by the ARC.

(v) Downspout: The downspout which provides water to the rain barrel must be the same color and material as the gutters on the Residential Dwelling. Further, the downspout must be vertical and attached to the wall against which the rain barrel is located.

(2) Rain Harvesting Systems. A rain harvesting system must collect and store the water underground. The portion of a rain harvesting system that is above-ground must appear to be a landscape or water feature. The above-ground portion of the rain harvesting system shall not extend above the surface of the ground by more than thirty-six (36) inches. The above-ground portion of the rain harvesting system must be screened with evergreen landscaping to minimize visibility from a street, another Lot, and Common Area, unless otherwise approved in writing by the ARC.

Provided that, the regulations in this Section 3.18 will be applicable only to the extent that they do not prohibit the economic installation of the rain barrel or rain harvesting system on the Lot and there is a reasonably sufficient area on the Lot in which to install the rain barrel or rain harvesting system.

3.19 Religious Items

Section 202.018 of the Texas Property Code provides that a property owners' association may not enforce or adopt a restrictive covenant that prohibits an Owner or resident from displaying or affixing on the entry to the Owner's or resident's Residential Dwelling one or more religious items, the display of which

is motivated by the Owner's or resident's sincere religious belief, except as otherwise provided therein. Section 202.001(4) of the Texas Property Code defines "restrictive covenant" to mean any covenant, condition, or restriction contained in a dedicatory instrument. The following provisions shall be applicable to the display of religious items on Lot in the Community:

- (a) **ARC Approval.** As authorized by the Declaration and, therefore, allowed by Section 202.018(c) of the Texas Property Code, any alteration to the entry door or door frame must first be approved in writing by the ARC.
- (b) **Location.** Except as otherwise provided in this section, a religious item is not permitted anywhere on a Lot except on the entry door or door frame of the Residential Dwelling. A religious item may not extend past the outer edge of the door frame.
- (c) **Size.** The religious item(s), individually or in combination with each other religious item displayed or affixed on the entry door or door frame, may not have a total size of greater than twenty-five (25) square inches.
- (d) **Content.** A religious item may not contain language, graphics, or any display that is patently offensive to persons of ordinary sensibilities.
- (f) **Limitation.** A religious item may not be displayed or affixed on an entry door or door frame if it threatens the public health or safety or violates a law.
- (g) **Color of Entry Door and Door Frame.** An Owner or resident is not permitted to use a color for an entry door or door frame of the Owner's or resident's Residential Dwelling or change the color of an entry door or door frame that is not authorized by the ARC.
- (h) **Other.** Notwithstanding the above provisions, the ARC has the authority to allow a religious statue, such as by way of example and not in limitation, a statue of St. Francis of Assisi or other religious item in a landscape bed or other portion of a Lot, and this section does not prohibit or apply to temporary seasonal decorations related to religious holidays.

3.20 Standby Electric Generators.

- (a) **Definition.** A Standby Electric Generator is a device that converts mechanical energy to electrical energy and is:
- (1) powered by natural gas, liquefied petroleum gas, diesel fuel, biodiesel fuel, or hydrogen;
 - (2) fully enclosed in an integral manufacturer-supplied sound attenuating enclosure;
 - (3) connected to the main electrical panel of the Residential Dwelling by a manual or automatic transfer switch; and
 - (4) rated for generating capacity of not less than seven (7) kilowatts.
- (b) **ARC Approval.** The Declaration requires an Owner to submit an application for a proposed exterior improvement on the Owner's Lot and obtain the written approval of the application from the ARC prior to installation or construction. Accordingly, a Standby Electric Generator may not be installed on a Lot unless an application therefor is first submitted to and approved in writing by the ARC as to compliance with these Design Guidelines. The submission of plans must include a completed application for ARC review, a site plan showing the proposed location of the Standby Electric Generator, the type of screening to be used (if required as provided below), and a copy of the manufacturer's brochures. The ARC may not withhold approval of a Standby Electric Generator if the proposed installation meets or exceeds the provisions set forth below, and, if visible as provided below, the Standby Electric Generator is screened in the manner required by the ARC.
- (c) **Requirements.** The installation and operation of a permanent Standby Electric Generator on a Lot is permitted, subject to the prior written approval of the ARC and compliance with the following requirements:
- (1) a Standby Electric Generator must be installed and maintained in compliance with the manufacturer's specifications and applicable governmental health, safety, electrical, and building codes;
 - (2) all electrical, plumbing, and fuel line connections for a Standby Electric Generator must be installed by a licensed contractor;

- (3) all electrical connections for a Standby Electric Generator must be installed in accordance with applicable governmental health, safety, electrical, and building codes;
- (4) all natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections for a Standby Electric Generator must be installed in accordance with applicable governmental health, safety, electrical, and building codes;
- (5) all liquefied petroleum gas fuel line connections for a Standby Electric Generator must be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes;
- (6) a nonintegral Standby Electric Generator fuel tank must be installed and maintained to comply with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes;
- (7) a Standby Electric Generator and all electrical lines and fuel lines relating to the Standby Electric Generator must be maintained in good condition;
- (8) a deteriorated or unsafe component of a Standby Electric Generator, including electrical or fuel lines, must be repaired, replaced, or removed;
- (9) periodic testing of a Standby Electric Generator shall be in accordance with the manufacturer's recommendations, and may occur not more than once a week, on any day other than a Sunday, between the hours of 10:00 a.m. and 4:00 p.m.; and
- (10) the preferred location of a Standby Electric Generator is:
 - (a) at the side or rear plane of the Residential Dwelling;
 - (b) outside (not within) any easement applicable to the Lot;
 - (c) outside (not within) the side setback lines applicable to the Lot.

However, in the event the preferred location either (i) increases the cost of installing the Standby Electric Generator by more than ten percent (10%) or (ii) increases the cost of installing and connecting the electrical and fuel lines for the Standby Electric Generator by more than twenty percent (20%), the Standby Electric Generator shall be located on the Lot in a position that complies as closely as

possible with the preferred location without violating either (i) or (ii) herein.

- (d) Screening. If a Standby Electric Generator is:
- (1) visible from the street in front of the Residential Dwelling on the Lot on which it is located,
 - (2) located in an unfenced side or rear yard of the Lot and is visible either from an adjoining Lot or from adjoining property owned by the Association, or
 - (3) located in a side or rear yard of the Lot that is fenced by a wrought iron fence or residential aluminum fence and is visible through the fence either from an adjoining Lot or from adjoining property owned by the Association,

the Owner will be required to completely screen the Standby Electric Generator by evergreen landscaping or in another reasonable manner, as determined by the ARC.

- (e) Non-Payment for Utility Service. A Standby Electric Generator may not be used to generate all or substantially all of the electrical power to a Residential Dwelling, except when utility-generated electrical power to the Residential Dwelling is not available or is intermittent due to causes other than non-payment for utility service to the Residential Dwelling.
- (f) Property Owned by the Association. No Owner may install or place a Standby Electric Generator on property owned or maintained by the Association.
- (g) Non-Compliance. The installation of a Standby Electric Generator that is not in compliance with the provisions of these Design Guidelines will be considered a violation of the dedicatory instruments governing Tavolo Park.
- (h) Property Owned or Maintained by the Association. The provisions in this section do not apply to property that is owned or maintained by the Association.

3.21 Room Additions and Porches

A room addition requires the prior written approval of the ARC. A porch (other than a porch incorporated in the original design and construction of the Residential Dwelling) requires the prior written approval of the ARC. The ARC is vested with the authority to disapprove an application for a porch or room addition if it reasonably determines that the location and/or design of the porch or room addition will have an adverse affect upon the overall exterior design for the Community. This determination may be affected by the configuration of the Lot and the location of the Residential Dwelling and garage on the Lot. Thus, the approval of a porch or room addition on a Lot will not obligate the ARC to approve a porch or room addition on another Lot. The design of the room addition or porch must be compatible with the design of the Residential Dwelling, as determined by the ARC. In all instances, exterior building materials and roof materials must match the materials on the Residential Dwelling. If a porch is to be enclosed with a screen, the porch must be attached to the Residential Dwelling. Additional landscaping around a room addition or porch may be required by the ARC.

3.22 Accessory Buildings

No accessory building may be constructed or placed on a Lot without the prior written approval of the ARC. As provided in the Declaration, an accessory building may not exceed a height of eight feet (8') or have a floor area greater than one hundred (100) square feet. The exterior building and roof materials used in the construction of an accessory building must be the same or substantially similar to the materials used on the Residential Dwelling. The use of metal or plastic building or roof materials is prohibited. An accessory building must be located in the rear yard of a Lot and in the compliance with all building setbacks.

IV. Fencing

4.1 General

Fences must be constructed of cedar wood, decorative steel or masonry. All fences must be approved in writing by the ARC. All visible wood fences and gates must be stained with a product deemed appropriate by the ARC. All fences and gates must be maintained at all times by the Owner.

Fences are generally required to be six (6) feet in height; provided that, the ARC has the authority to approve a fence with a different height when deemed appropriate given the location of the fence and/or configuration of the Lot. In addition, Declarant, in its sole discretion, has the authority to construct fences which exceed six (6) feet in height.

4.2 Fence Setbacks

With respect to a fence which faces the street in front of the Lot, the fence may not be located nearer to the front property line of the Lot than the front building setback or the front wall of the Residential Dwelling nearest to the fence, whichever distance is farther from the front property line. With respect to a corner Lot, a fence may not be nearer to the side property line adjacent to the side street than the side building setback.

4.3 Wood Fences

Wood fences that are visible from any public right-of-way must be constructed of board-on-board stained cedar. Except as provided below, all wood fences must be constructed with: One inch (1") by six inch (6") by six feet (6') treated cedar panels;

- a. Two inch (2") by four inch (4") by seven feet (7') treated cedar rails;
- b. Three inch (3") diameter galvanized steel posts which are eight feet (8') on center;
- c. A two inch (2") by six inch (6") cap with a one inch (1") by six inch (6") trim, and
- d. Stained with Ready Seal Pecan (Medium Brown OS-015B).

Provided that, wood fences that are not visible from a public right-of-way may be constructed as provided below:

- a. One inch (1") by four inch (4") by six feet (6') treated cedar pickets;
- b. Two inch (2") by four inch (4") treated cedar rails;
- c. Steel posts;
- d. One inch (1") by six inch (6") trim at the top; and
- e. Stained with Ready Seal Pecan (Medium Brown OS-015B).

No used materials are permitted. To transition grade changes with wood fencing, the fence must be erected parallel to the slope.

4.4 Masonry Fences

Requirements for masonry fences and walls may be adopted by the ARC and set forth in a supplement to these Design Guidelines.

4.5 Common Area Fences

A fence is required along the property line of a Lot that is adjacent to Common Area. Fences which are adjacent to Common Areas (including, without limitation, hike and bike trails) must be wrought iron or tubular steel. A wrought iron or tubular steel fence must be four feet (4') in height with a black powder coat finish having rails at four inch (4") on center intervals. Wood fences are not permitted. A gate is required in the fence on a Lot that is adjacent to Common Area.

V. Landscape Guidelines

5.1 Landscaping

The general intent of the landscape guidelines is to provide requirements as a framework for site improvements through landscape plantings. The object is to create an orderly planned landscape utilizing the minimum standards set forth in these Design Guidelines. All landscaping on a Lot requires the prior written approval of the ARC. The landscaping Plan for each Lot must be submitted to the ARC for approval at the same time that Plans for the Residential Dwelling to be constructed on the Lot are submitted to the ARC. However, a Builder may submit to the ARC a typical landscaping Plan to be utilized for all Lots on which such Builder constructs a Residential Dwelling; if the ARC approves a typical landscaping Plan for a Builder, an individual landscaping Plan for each Lot for which the Builder thereafter submits Plans is not required.

All landscaping for a Lot must be completed in accordance with the landscaping Plan approved by the ARC no later than thirty (30) days following the date of substantial completion of the Residential Dwelling on the Lot.

The plant materials listed in the Preferred Plant List set forth in Exhibit "B" attached to these Design Guidelines are permitted within Tavolo Park. These plant materials have been chosen for their natural or adaptable qualities and their function in the landscape.

All plantings will be planted with the appropriate topsoil, additives and fertilizer mixtures. The use of on-site soil only is not permitted.

Planting beds will be curvilinear with the shrubs massed in tiers. Smaller shrubs and ground cover must be placed in the front of the bed. Larger shrubs must be placed in the rear of the bed. Groupings of shrubs of the same species provide a substantial look.

Planting shrubs along the foundation in straight lines at a constant distance from the foundation is not permitted.

Widths of the beds should vary and size of plantings at full maturity should be taken in consideration. A single row of planting along the foundation is discouraged.

Width of planting beds must be at least six-feet (6') from the Residential Dwelling.

Bare ground is prohibited. All planting beds must be mulched with two inch (2") deep *natural* color shredded hardwood mulch. Painted or dyed hardwood mulch is prohibited (i.e., black or red mulch).

Gravel and rock may be used at the drip line of a Residential Dwelling, but is not permitted for use or substitution for shrubs, ground cover, mulch, or grass lawns. Specimen boulders are permitted upon written approval of the ARC.

Large trees and shrubs may not be planted closer to the foundation of the Residential Dwelling than three (3) times the diameter of the root ball of the installed plant. Mature ultimate size of the plant should be considered when designing the planting plan.

Prior to planting a tree in the front yard of a Lot, the Builder or Owner is required to contact all utility providers to obtain information concerning the location of the underground utility lines to avoid injury and/or damage to an underground utility line.

The front yard of a Lot must be fully sodded at the time the landscaping is completed. The rear yard of a Lot must also be fully sodded if the rear yard is visible from a street or Common Area. In all other instances, fully sodding the rear yard is strongly encouraged. Sprigging a front yard or a rear yard that is

visible from a street or Common Area is not permitted. It is recommended that all yards be fully irrigated.

All grass must be St. Augustine "Raleigh" solid sod or Bermuda sod.

5.2 Street Trees

One (1) street tree is required for each Lot that is fifty feet (50') in width. Two (2) street trees are required for each Lot that is sixty feet (60') in width or greater. Each street tree is required to be a minimum four-inch (4") caliper (at the time of planting). Each street tree must be planted midway between the curb and the sidewalk. The trees must be spaced in an equal manner between the interior edge of the driveway on the Lot and the opposite side property line of the Lot, as shown in Exhibit "C". A street tree may not be removed or replaced without the prior written consent of the ARC. Each street tree must be a species designated for street trees in Exhibit "D" attached to these Design Guidelines. Street trees must be maintained and pruned, as necessary, by the Owner of the Lot to preserve views and prevent the obstruction of sidewalks and streets.

Notice: Easements for utilities may be located at the front of each Lot adjacent to the right-of-way. Prior to planting a street tree, the Builder or Owner is required to contact all utility providers to obtain information concerning the location of the underground utility lines, if any, to avoid injury and/or damage to an underground utility line.

5.3 Front Yard Trees

The only canopy trees permitted in the front yard of a Lot are the street trees addressed in Section 5.2, above.

5.4 Rear Yard Trees

If the rear property line of a Lot or any portion thereof is adjacent to Common Area, two (2) trees with a minimum three-inch (3") caliper (at the time of planting) are required to be planted in the rear yard of the Lot at the time the Lot is landscaped. The type(s) and proposed locations of rear yard trees must be shown on the landscaping Plans for each such Lot.

5.5 Planting Bed Edges

Planting bed edging is not required, but is encouraged for maintenance purposes and to define the shape of planting beds. Edging that will be conducive to easy maintenance with line trimmers or powered edges should be considered.

Railroad ties, landscape timbers, scalloped concrete borders, plastic edging, brick/masonry, and the like are not permitted. Edging may not compete with the visual quality of planting beds, but must enhance its appearance

5.6 Irrigation

Each Lot must have an irrigation system that is in compliance with this Section 5.6. All proposed irrigation systems must provide proper amounts of water to landscaping within the entire yard (front, side and rear). In all instances, Owners are required to comply with water use restrictions imposed by the City of Fort Worth.

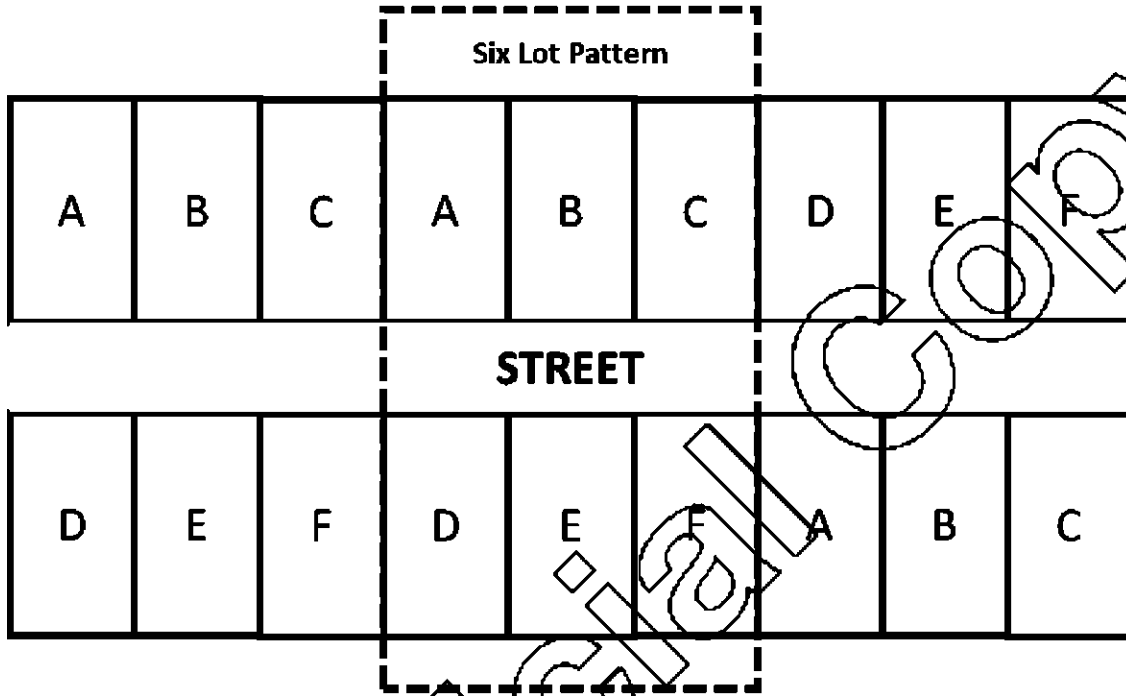
Sprinkler heads must be located to effectively water area intended with minimum overthrow onto pavement, walks, and neighbor fencing. No irrigation heads are allowed to spray into the street. Systems must have a rain sensor over-ride switch.

Irrigation controllers must be located inside the garage.

It is recommended that one zone of the irrigation system be dedicated to the area around the perimeter of the slab.

Exhibit A

The same elevation shall not be permitted within a six lot pattern, on an adjacent lot or on a lot directly across the street as depicted in the diagram below.



Same elevation may not be used within any six lot grouping

Canopy Trees	
Botanical Name	Common Name
<i>Acer grandidentatum</i>	Maple, Bigtooth
<i>Acer saccharum</i> 'Caddo'	Maple, Caddo
<i>Fraxinus texensis</i>	Ash, Texas
<i>Quercus macrocarpa</i>	Oak, Burr
<i>Quercus muehlenbergii</i>	Oak, Chinquapin
<i>Quercus shumardii</i>	Oak, Shumard
<i>Quercus texana</i>	Oak, Red
<i>Quercus virginiana</i>	Oak, Live
<i>Taxodium distichum</i>	Bald Cypress
<i>Ulmus crassifolia</i>	Elm, Cedar
<i>Ulmus parvifolia</i>	Elm, Lacebark

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Ornamental Trees	
Botanical Name	Common Name
<i>Cercis Canadensis</i> var 'texensis'	Texas Redbud
<i>Chliopsis lineais</i>	Desert Willow
<i>Cotinus obovatus</i>	American Smoketree
<i>Ilex decidua</i>	Holly, Possumhaw
<i>Ilex vomitoria</i>	Holly, Yaupon
<i>Juniperus chinensis</i>	Blue Point Juniper
<i>Lagerstroemia indica</i>	Crape Myrtle
<i>Magnolia grandiflora</i> var. Little Gem	Little Gem Magnolia
<i>Prunus mexicana</i>	Mexican Plum
<i>Sophora affinis</i>	Eve's Necklace
<i>Virburnum rufidulum</i>	Rusty Blackhaw
<i>Vitex agnus-castus</i> 'Shoal Creek'	Chaste Tree

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Screening Trees & Large Shrubs

Botanical Name	Common Name
<i>Ilex cornuta</i> 'Burfordii'	Burford Holly
<i>Ilex cornuta</i> 'Nellie R. Stevens'	Holly, Nellie R. Stevens
<i>Ilex x attenuata</i> 'Foster'	Holly, Foster
<i>Juniperus virginiana</i>	Eastern Red Cedar
<i>Ligustrum japonicum</i>	Waxleaf Ligustrum
<i>Ligustrum lucidum</i>	Glossy Ligustrum
<i>Magnolia grandiflora</i> 'Little Gem'	Magnolia, 'Little Gem'
<i>Myrica cerifera</i>	Wax Myrtle
<i>Photinia serrulata</i> (not <i>P. fraseri</i>)	Chinese Photinia
<i>Prunus caroliniana</i>	Cherry Laurel
<i>Viburnum awabuki</i> 'Chindo'	Chindo Viburnum

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Shrubs & Large Grasses	
Botanical Name	Common Name
<i>Abelia var. Rose Creek</i>	Rose Creek Abelia
<i>Agave spp.</i>	Agave
<i>Anisacanthus quadrifidus 'Wrightii'</i>	Flame Acanthus
<i>Berberis thunbergii 'Rose Glow'</i>	Red Barberry 'Rose Glow'
<i>Callicarpa americana</i>	American Beautyberry
<i>Cotoneaster glaucophyllus</i>	Gray Cotoneaster
<i>Hesperaloe funifera</i>	Giant Red, Droughtucca
<i>Hesperaloe parvifolia</i>	Red, Droughtucca
<i>Hydrangea quercifolia</i>	Oakleaf Hydrangea
<i>Ilex vomitoria 'nana'</i>	Dwarf Yaupon Holly
<i>Leucophyllum frutescens</i>	Texas Sage
<i>Leucophyllum frutescens</i>	Texas Sage
<i>Malvaviscus drummondii</i>	Turk's Cap
<i>Miscanthus sinensis 'gracillimus'</i>	'Morning Light' Miscanthus
<i>Muhlenberia lindheimeri</i>	Lindheimer Muhly
<i>Myrica pusilla</i>	Dwarf Wax Myrtle
<i>Opuntia ellisiana</i>	Spineless Prickly Pear
<i>Pennisetum alopecuroides 'Hameln'</i>	Dwarf Fountain Grass
<i>Yucca filamentosa var. Color Guard</i>	Color Guard, Droughtucca
<i>Yucca recurvifolia</i>	Soft-leaf, Droughtucca

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Groundcovers & Turf Grasses	
Botanical Name	Common Name
<i>Buchloe dactyloides</i>	Buffalo Grass
<i>Bouteloua gracilis</i>	Blue Grama
<i>Cynodon dactylon</i>	Bermuda Grass
<i>Euonymus fortunei</i>	Wintercreeper
<i>Hedera helix</i>	English Ivy
<i>Juniperus spp.</i>	Trailing Juniper
<i>Ophiopogon japonica</i>	Monkey/Mondo Grass
<i>Phyla nodiflora</i>	Texas Frogfruit
<i>Stenotaphrum secundatum</i>	St. Augustine Grass
<i>Trachaelospermum asiaticum</i>	Asian Jasmine

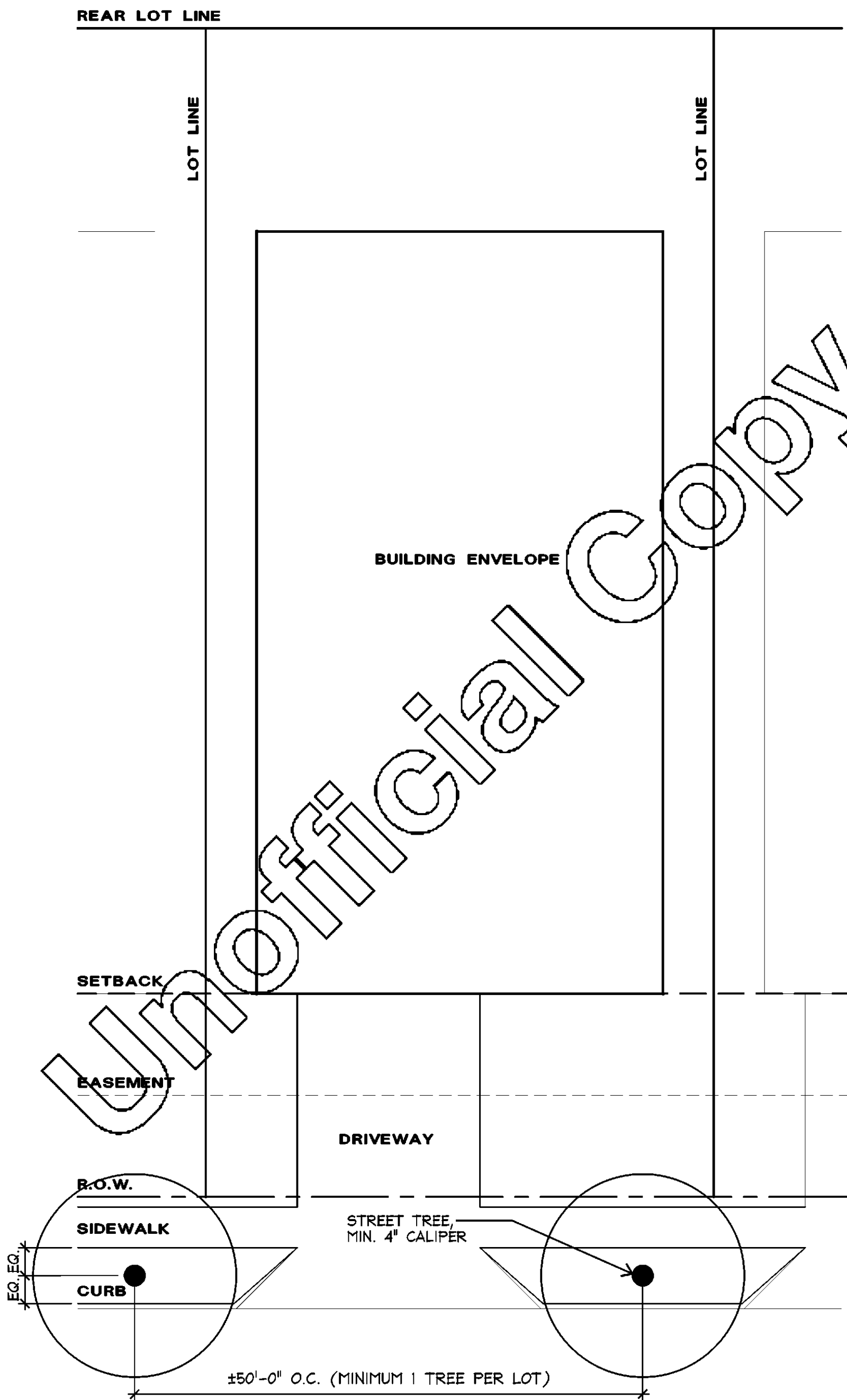
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Vines	
Botanical Name	Common Name
<i>Bignonia capreolata</i>	Crossvine
<i>Campsis radicans</i>	Trumpet Vine
<i>Lonicera sempervirens</i>	Coral Honeysuckle
<i>Wisteria frutescens</i>	Texas Wisteria

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Perennials & Ornamental Grasses	
Botanical Name	Common Name
<i>Aster longifolia</i>	Fall Aster
<i>Artemisia x 'Powis Castle'</i>	Artemisia
<i>Calyptocarpus vialis</i>	Horse Herb
<i>Carex divulsa</i>	Berkeley Sedge
<i>Carex texensis</i>	Texas Sedge
<i>Chasmanthium latifolium</i>	Inland Sea Oats
<i>Coreopsis lanceolata</i>	Lanceleaf Coreopsis
<i>Echinacea purpurea</i>	Purple Coneflower
<i>Eragrostis curvula</i>	Weeping Lovegrass
<i>Eupatorium greggii</i>	Greg's Mist Flower
<i>Guara lindheimeri</i>	Pink Gaura
<i>Hibiscus coccinea</i>	Texas Star Hibiscus
<i>Lantana horrida</i>	Texas Lantana
<i>Malvaviscus drummondii</i>	Turk's Cap
<i>Melampodium leucanthum</i>	Blackfoot Daisy
<i>Miscanthus spp.</i>	Maidengrass
<i>Muhlenbergia capillaris</i>	Gulf Coast Muhly
<i>Nasella tenuissima</i>	Mexican Feathergrass
<i>Perovskia atriplicifolia</i>	Russian Sage
<i>Rosmarinus officinalis var. Prostratus</i>	Prostrate Rosemary
<i>Rudbeckia fulgida</i>	Black-Eyed Susan
<i>Rudbeckia hirta</i>	Blackeyed Susan
<i>Salvia greggii</i>	Sage, Autumn
<i>Santolina chamaecyparissus</i>	Gray Santolina
<i>Scutellaria suffrutescens</i>	Pink Skullcap
<i>Autumn Joy Sedum</i>	Sedum spectabile 'Autumn Joy'
<i>Stachys byzantine</i>	Lamb's Ear
<i>Thelypteris kunthii</i>	Southern Wood Fern

EXHIBIT C - 50' Lot



STREET TREE YARD PLAN - 50' LOT



SCALE: 1"=10' NORTH

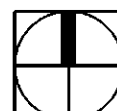


EXHIBIT C - 60' Lot

REAR LOT LINE

LOT LINE

LOT LINE

BUILDING ENVELOPE

SETBACK

EASEMENT

DRIVEWAY

R.O.W.

SIDEWALK

CURB

STREET TREE,
MIN. 4" CALIPER

EQ. EQ.

±30'-0" O.C.
(MINIMUM 2 TREES PER LOT)

2'-6" MIN.
OFF OF
CURB

STREET TREE YARD PLAN - 60' LOT



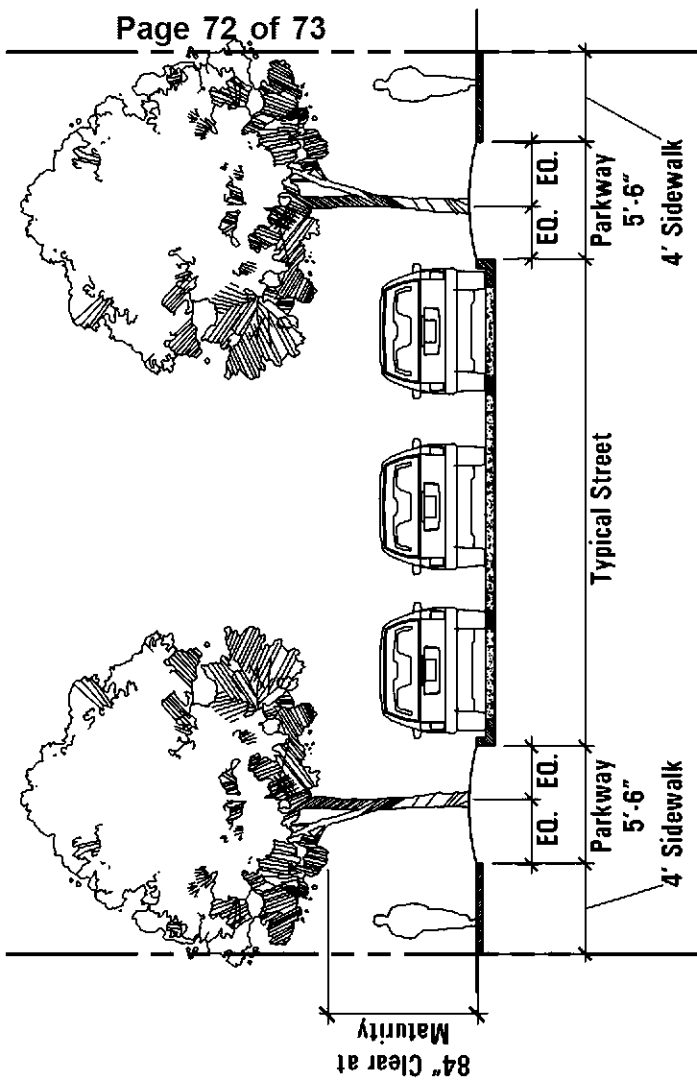
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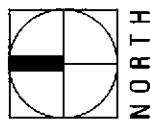
EXHIBIT D

TYPICAL STREET SECTION



LEGEND

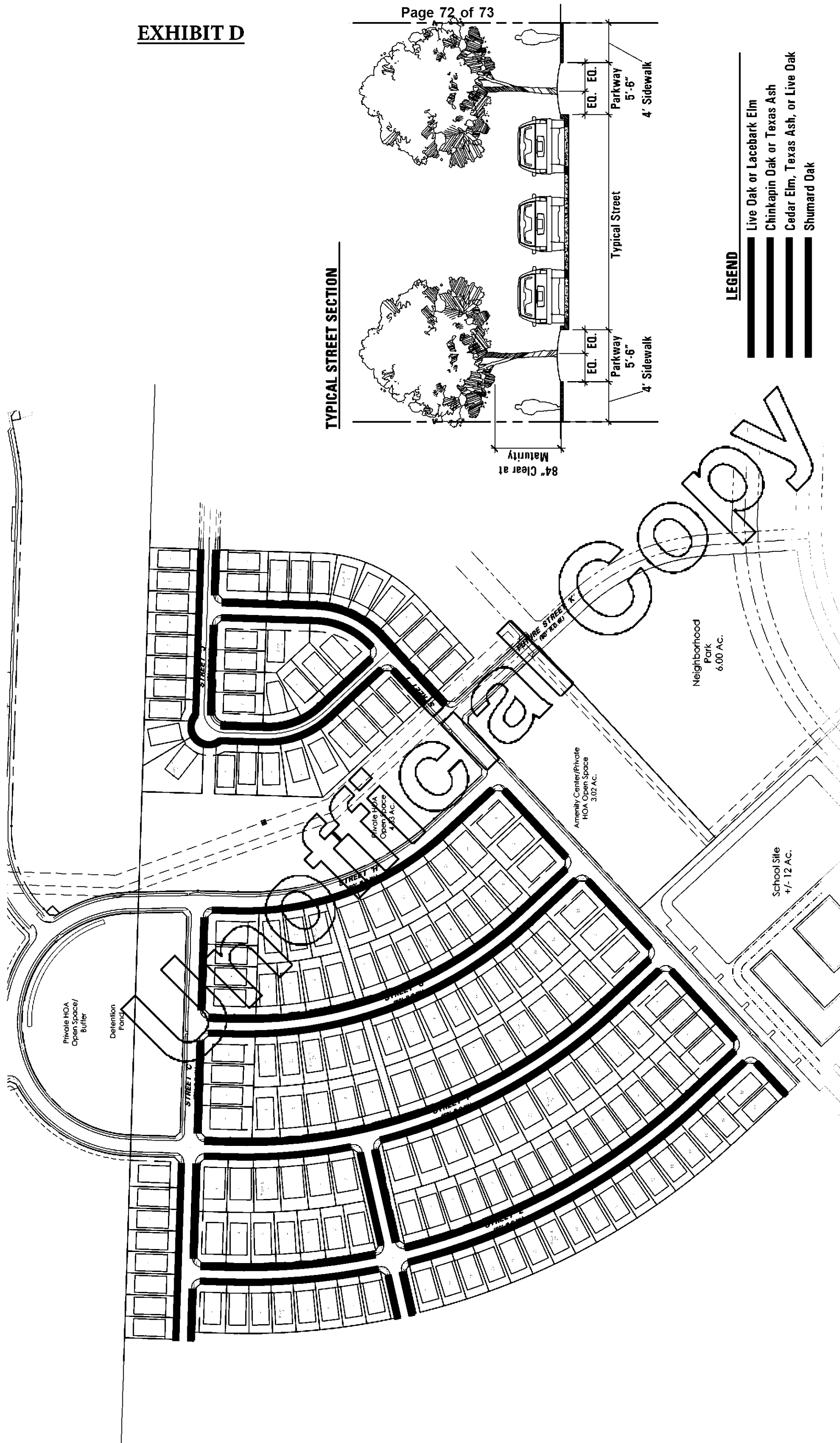
-  Live Oak or Lacebark Elm
-  Chinkapin Oak or Texas Ash
-  Cedar Elm, Texas Ash, or Live Oak
-  Shumard Oak



SCALE: 1"=200' NORTH



STREE TREE MASTER PLAN



CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Tavolo Park Homeowners Association, Inc., a Texas non-profit corporation;

That the foregoing Design Guidelines were adopted unanimously by the Board of Directors at a meeting of the Board duly called and held on the 7th day of August, 2018, at which a quorum was at all times present.

7th IN WITNESS WHEREOF, I have hereunto subscribed my name effective as of this August day of August, 2018.

TAVOLO PARK HOMEOWNERS
ASSOCIATION, INC.

By: Rylan Yowell
Rylan Yowell, Secretary

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public, on this 7 day of August, 2018, personally appeared Rylan Yowell, Secretary of Tavolo Park Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

Kayla Finstein
Notary Public in and for the State of Texas

