

**ARTICLES
OF
ASSOCIATION**

EXHIBIT B

ARTICLES OF ASSOCIATION

FILED
In the Office of the
Secretary of State of Texas

SEP 16 2008

**ARTICLES OF ASSOCIATION OF
NEWMAN VILLAGE HOMEOWNERS ASSOCIATION**

Corporations Section

THIS DOCUMENT IS FILED WITH THE SECRETARY OF STATE OF TEXAS AS A
CERTIFICATE OF FORMATION

REAL PROPERTY

These Articles of Association pertain to Newman Village, a residential planned community and an addition to the City of Frisco, Texas, according to the plat thereof recorded on August 29, 2008, in Cabinet Y, Pages 604-608, Plat Records, Denton County, Texas, and which is subject to the Declaration of Covenants, Conditions, and Restrictions for Newman Village, recorded on July 3, 2008, as Document No. 2008-78420 Real Property Records, Denton County, Texas, as amended and restated by that certain First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Newman Village, recorded on September 11, 2008, as Document No. 2008-99718, Real Property Records, Denton County, Texas, all as may be amended, supplemented, and restated from time to time (collectively, the "Declaration").

ARTICLE 1. NAME & TYPE. The name of this domestic nonprofit entity is Newman Village Homeowners Association (hereafter, the "Association"). This entity is the mandatory nonprofit property owners association created by the Declaration to govern the above-referenced Real Property. The filing of these Articles of Association with the Secretary of State of Texas creates a nonprofit corporation status for the Association.

ARTICLE 2. REGISTERED AGENT AND ADDRESS. See Article 20 and 21.

ARTICLE 3. MANAGEMENT BY BOARD. The management and affairs of the Association are vested in the board of directors, except for those matters expressly reserved to others in the Governing Documents. The Declaration or Bylaws may determine the number and qualification of directors; the term of office of directors; the methods of electing, removing, and replacing directors; and the methods of holding a board meeting and obtaining consents. Directors may not vote by proxy at meetings of the board. See Article 18 for the names and addresses of the initial directors.

ARTICLE 4. MEMBERSHIP. The Association is a nonstock membership organization, the owners of lots in Newman Village being the members of the Association. The Declaration or Bylaws will determine the number and qualifications of members of the Association; any classes of membership; the voting rights and other privileges of membership; and the obligations and liabilities of members. Cumulative voting is not allowed.

ARTICLE 5. PURPOSES. The general purposes for which the Association is formed are (a) to exercise the rights and powers and to perform the duties and obligations of a Texas property owners association, in accordance with the Governing Documents and State law, as each may be amended from time to time, and (b) for any lawful purpose not expressly prohibited under Chapters 2 or 22 of the Texas Business Organizations Code (the "Code"), including any purpose described by Section 2.002 of the Code.

ARTICLE 6. MANNER OF DISTRIBUTION. The Association is authorized on its winding up to distribute its assets in a manner other than as provided by Section 22.304 of the Code. The manner of distribution is as follows. In the event of winding up, the assets of the Association will belong to the members of the Association at the time of winding up and will be distributed, liquidated, or conveyed in accordance with the terms of a termination agreement approved by owners to whom 80 percent or more of the votes in the Association are allocated at the time of winding up.

ARTICLE 7. DURATION. The duration of the Association is perpetual.

ARTICLE 8. POWERS. In furtherance of its purposes, the Association has the following powers which, unless indicated otherwise by the Governing Documents or State law, may be exercised by the board of directors: (a) all rights and powers conferred on nonprofit entities by State law in effect from time to time; (b) all rights and powers conferred on property owners associations by State law, in effect from time to time; (c) all powers necessary, appropriate, or advisable to perform any purpose or duty of the Association set out in the Governing Documents or State law.

ARTICLE 9. MEETING LOCATION. Unless the Declaration or Bylaws provides otherwise, meetings of members of the Association will be held at a suitable place convenient to the members, as determined by the board.

ARTICLE 10. LIMITATIONS OF LIABILITY. A director of the Association is not liable to the Association or its members for monetary damages for acts or omissions that occur in the person's capacity as a director, except to the extent a person is found liable for (a) a breach of the director's duty of loyalty to the Association or its members; (b) an act or omission not in good faith that constitutes a breach of duty of the director to the Association; (c) an act or omission that involves intentional misconduct or a knowing violation of the law; (d) a transaction from which the director receives an improper benefit, whether or not the benefit resulted from an action taken within the scope of the person's office; or (e) an act or omission for which the liability of a director is expressly provided by an applicable statute. If the director is a member of the Association, this limitation on liability does not eliminate or modify that person's pro rata share of the Association's liability as a member of the Association.

ARTICLE 11. INDEMNIFICATION. As provided by the Bylaws, the Association will indemnify a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the person is or was a director, officer, committee chair, or committee member of the Association. Additionally, the Association may indemnify a person who is or was an employee, trustee, agent, or attorney of the Association, against any liability asserted against him and incurred by him in that capacity and arising out of that capacity.

ARTICLE 12. IMMUNITY FOR VOLUNTEERS. To preserve the protections for Association volunteers afforded by the Charitable Immunity and Liability Act of 1987 (Chapter 84, Texas Civil Practice & Remedies Code), the Association will operate in a manner that preserves the Association's status as a homeowners association as defined by Section 528(c) of the Internal Revenue Code of 1986, as amended.

ARTICLE 13. AMENDMENT OF ARTICLES. These Articles may be amended or restated subject to the following:

(a) General Provisions. (1) An amendment may not conflict with the Declaration, or applicable State law. (2) An amendment may not impair or dilute a right granted to a person by the Declaration, without that person's written consent. (3) If the Association is incorporated by the State of Texas at the time of amendment, an amendment must be in accordance with applicable provisions of the Code.

(b) Amendment by Board. The board of directors may unilaterally amend or restate these Articles, without a vote of the owners, for the following limited purposes: (1) to delete the names and addresses of the initial directors, (2) to delete the name and address of the initial registered agent or office, provided a statement of change is on file with the Secretary of State, and (3) to change the name of the Association with the Secretary of State by adding, deleting, or changing a geographical attribute to the name.

(c) Amendment by Members. For all other purposes, an amendment must be approved by the board and by at least two-thirds of the votes or voting interests present, in person or by proxy, at a properly called meeting of the Association for which a quorum is obtained.

ARTICLE 14. AMENDMENT OF BYLAWS. The Bylaws of the Association may be amended or repealed according to the amendment provision of the Bylaws, which reserves those powers to the members, with limited exceptions for the board acting alone.

ARTICLE 15. ACTION WITHOUT MEETING. Subject to the additional requirements of Code Section 6.202, any action required by the Code or by the Governing Documents to be taken at a meeting of members or owners may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of members or owners as would be necessary to take that action at a meeting at which the required number of owners or members were present and voted.

ARTICLE 16. DECLARANT CONTROL PERIOD. The Declaration provides for a Declarant Control Period during which Declarant determines the number and qualification of officers and directors, who serve at the pleasure of Declarant, who is empowered by the Declaration to appoint, remove, and replace the officers and directors of the Association. The Declaration also determines the weight or number of votes allocated to lots owned by Declarant. Because Declarant has powers, rights, and duties in addition to those of other members, Declarant may constitute a membership "class" as described by the Code, the other lot owners constituting a different "class".

ARTICLE 17. CHANGE OF STATUS. The continuing existence of the Association as described in its Governing Documents is vested in its members, the owners of the Real Property, not in its corporate status, its name, or its filing number. During any period in which the Association is not incorporated, it will be subject to the Texas Uniform Unincorporated Nonprofit Association Act (Chapter 252 of the Code), and these Articles of Association will continue to be effective as a Governing Document of the Association.

ARTICLE 18. TERMINOLOGY. Capitalized terms used in these Articles, such as Association, Declarant, Declarant Control Period, Declaration, and Governing Documents, have the same meanings as defined in the Declaration. "Articles of Association" has the same meaning as "Articles of Incorporation" or "Certificate of Formation", wherever used. As applied to this Association, the following terms which are defined or used in the Code are construed as follows:

(a) "Governing Documents," as defined by the Code, is construed by the Association to mean the "Governing Documents," as defined by the Declaration, even though Governing Documents may have been initially adopted by the Declarant of the Real Property for the benefit and use of the members of the Association, rather than having been adopted by the Association, as indicated by the Code's definition of Governing Documents.

(b) "Each member entitled to vote at the meeting," as used in the Code, is construed by the Association to mean that if a lot is co-owned, even though all the co-owners are members of the Association, the co-owners share one membership per lot for notification and voting purposes. Therefore, votes and memberships are tabulated on a lot basis, rather than on a headcount of owners and co-owners.

ARTICLE 19. INITIAL BOARD OF DIRECTORS. The initial board consists of three directors who serve at the pleasure of Declarant during the Declarant Control Period, and who will serve as directors until the earlier of (1) their successors are appointed by Declarant, or (2) their successors are elected by the members of the Association after the Declarant Control Period. The number of directors after the Declarant Control Period is determined by the Bylaws, and may be changed from time to time by amendment of the Bylaws. The name and address of each initial director are as follows:

<u>Name</u>	<u>Address</u>
Brett Gardner	2500 Legacy Drive, Suite 100, Frisco, TX 75034
Michael Black	2500 Legacy Drive, Suite 100, Frisco, TX 75034
Cheryl Turner	2500 Legacy Drive, Suite 100, Frisco, TX 75034

ARTICLE 20. INITIAL REGISTERED AGENT AND INITIAL REGISTERED OFFICE. The Association's initial registered agent is an organization by the name of Koons Real Estate Law, a professional corporation. The business address of the Association's initial registered agent, and the registered office address, is 3400 Carlisle Street, Suite 400, Dallas, Texas 75204-1288.

ARTICLE 21. ORGANIZER. The name of the organizer is Koons Real Estate Law, a professional corporation. The organizer's address is 3400 Carlisle Street, Suite 400, Dallas, Texas 75204-1288.

ARTICLE 22. EFFECTIVENESS OF FILING. This document becomes effective as a certificate of filing for a nonprofit corporation when the document is filed by the Secretary of State.

EXECUTION

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

SIGNED this 16th day of September, 2008.

Koons Real Estate Law,
a professional corporation

By: Kathryn L. Koons
Kathryn L. Koons, President

THE STATE OF TEXAS
COUNTY OF DALLAS

SECTION 18

This instrument was acknowledged before me on this 16th day of Sept., 2008 by Kathryn L. Koons, President of Koons Real Estate Law, a professional corporation, on behalf of said professional corporation.

Alison Battrell
Notary Public, State of Texas



AFTER RECORDING RETURN TO
Koons Real Estate Law, P.C.
3400 Carlisle Street, Suite 400
Dallas, Texas 75204-1288
Attention: Kathryn L. Koons

*** Electronically Filed Document ***

Denton County
Cynthia Mitchell
County Clerk

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Direct- NEWMAN VILLAGE HOMEOWNERS ASSOCIATION
Indirect-

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

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.



THE STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this instrument was filed in the Public Record System on the date here printed herein, and was duly RECORDED in the Official Records of Denton County, Texas.

C. Mitchell

County Clerk
Denton County, Texas

STATE OF TEXAS

COUNTY OF DENTON

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This Dedicatory Instruments Certificate Newman Village Homeowners Association filed on October 21, 2008 as Document Number 2008-114153 of the Real Property Records of Denton County, Texas is being re-filed because Exhibits B, C and D were inadvertently missing from the original document. Other than the above-stated correction, this re-filing is intended to restate in all respects the originally-filed Dedicatory Instruments Certificate Newman Village Homeowners Association and the effective date of this correction Dedicatory Instruments Certificate Newman Village Homeowners Association relates back to the effective date of the original filing.

BYLAWS

BYLAWS OF
NEWMAN VILLAGE HOMEOWNERS ASSOCIATION

ARTICLE 1
INTRODUCTION

1.1. PROPERTY. These Bylaws provide for the governance of Newman Village, a planned community located in the City of Frisco, Texas, according to the plat thereof recorded on August 29, 2008, in Cabinet Y, Pages 604-606, Plat Records, Denton County, Texas (the "Property").

1.2. DECLARATION. The Property is subject to a number of publicly recorded documents, including the Declaration of Covenants, Conditions, and Restrictions for Newman Village, recorded under Instrument No. 2006-79420 in the Real Property Records of Denton County, Texas, which was amended and restated pursuant to that certain First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Newman Village, recorded under Instrument No. 2008-99716 in the Real Property Records of Denton County, Texas (collectively, the "Declaration").

1.3. DEFINITIONS. Words and phrases defined in the Declaration have the same meanings when used in these Bylaws.

1.4. DECLARANT CONTROL. Notwithstanding anything to the contrary in these Bylaws, a number of provisions in these Bylaws are modified by Declarant's rights and reservations under the Declaration during the Declarant Control Period, such as the number, qualification, appointment, removal, and replacement of directors, as well as the weight of votes allocated to lots owned by Declarant. See Article VI of the Declaration (including but not limited to Section 6.01 thereof), which has priority over these Bylaws.

1.5. PARTIES TO BYLAWS. All present or future lot owners and all other persons who use or occupy the Property in any manner are subject to these Bylaws, the Declaration, and the other Governing Documents as defined in the Declaration. The mere acquisition of a lot or occupancy of a dwelling will signify that these Bylaws are accepted, ratified, and will be strictly followed.

1.6. TYPE OF ORGANIZATION. As an organization of lot owners, the Association is created by the Declaration and these Bylaws. The Association is a nonprofit organization, and may be incorporated or unincorporated.

1.7. APPLICABLE LAW. The Association is a legal entity governed by the Texas Business Organizations Code (the "Code"). If the Association is not incorporated, it is an unincorporated nonprofit association subject to Chapter 252 of Title 6 of the Code, the Texas Uniform Unincorporated Nonprofit Association Act. If the Association is incorporated, it is a domestic nonprofit corporation subject to Chapter 22 of Title 2 of the Code, the Texas Nonprofit Corporation Law. If not incorporated, the Association, at its discretion, may use the Texas Nonprofit Corporation Law for guidance in governing the Association. Sections of the Code that are cited in these Bylaws are incorporated herein by reference, whether or not the Association is incorporated.

1.8. GENERAL POWERS AND DUTIES. The Association, acting through the board, has the powers and duties necessary for the administration of the affairs of the Association and

for the operation and maintenance of the Property as may be required or permitted by the Governing Documents and applicable law. The Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interests of its members, subject only to limitations upon the exercise of such powers as may be contained in applicable law or the Governing Documents.

ARTICLE 2 **BOARD OF DIRECTORS**

2.1. **NUMBER AND TERM OF OFFICE.** The provisions of Sections 2.1, 2.2, 2.3, 2.4, 2.5, 2.6 and 2.7.1 of these Bylaws shall apply only after the Declarant Control Period. The board will consist of three persons. The number of directors may be changed by amendment of these Bylaws, but may not be less than three. Upon election, each director will serve a term of 2 years. A director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed.

2.2. **STAGGERED TERMS.** To maintain staggered terms, two directors will be elected in even-numbered years, and three directors will be elected in odd-numbered years. To establish staggered terms, at the first election after the transition meeting, the candidates receiving the most votes will serve 2-year terms, and the candidates receiving the next-highest votes will serve initial terms of one year. In an odd-numbered year, the three highest vote getters will serve a 2-year term, and the next two highest vote getters will serve 1-year terms. In an even-numbered year, the two highest vote getters will serve 2-year terms, and the next three highest vote getters will serve 1-year terms. Thereafter, their successors will serve 2-year terms. If the board is ever elected en masse, the same method will be used to re-establish staggered terms.

2.3. **QUALIFICATION.** The following qualifications apply to the election or appointment of persons to the board.

2.3.1. **Owners.** At least a majority of the directors must be members of the Association, spouses of members, or residents of the Property.

2.3.2. **Entity Member.** If a lot is owned by a legal entity, such as a partnership or corporation, any officer, partner, agent, or employee of that entity member is eligible to serve as a director and is deemed to be a member for the purposes of this Section. If the relationship between the entity member and the director representing it terminates, that directorship will be deemed vacant.

2.3.3. **Delinquency.** No person may be elected or appointed as a director if any assessment against the person or his lot is more than 30 days' delinquent at the time of election or appointment, provided he has been given notice of the delinquency and a reasonable opportunity to cure it.

2.4 **ELECTION.** Directors will be elected by the members of the Association. The election of directors will be conducted at the annual meeting of the Association, at any special meeting called for that purpose, or by any method permitted by applicable law, such as Section 22.160(d) of the Code, which may include, without limitation, mail, facsimile transmission, electronic mail, or a combination of any of these.

2.5 VACANCIES. Subject to the exceptions below, vacancies on the board caused by any reason are filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the board. Each director so elected serves until the next meeting of the Association, at which time a successor will be elected by the members of the Association to fill the remainder (if any) of the term that was vacated. The exceptions to board-elected replacements are (1) the removal of a director by a vote of the Association's members, who will elect a replacement, and (2) a vacancy occurring because of an increase in the number of directors, which also will be filled by election of the members.

2.6 REMOVAL OF DIRECTORS.

2.6.1. Removal by Members. At any annual meeting of the Association or at any special meeting of the Association called for the purpose of removing a director, any one or more of the directors may be removed with or without cause by members representing at least two-thirds of the votes present in person or by proxy at the meeting, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the members must be given an opportunity to be heard at the meeting.

2.6.2. Removal by Directors. A director may not be removed by the officers or by the remaining directors, except for the following limited reasons for which a director may be removed by at least a majority of the other directors at a meeting of the board called for that purpose:

- a. The director is a party adverse to the Association, the Board, or a committee of the Association in pending litigation to which the Association, board, or committee is a party, provided the Association did not file such suit to effect removal of the director.
- b. The director's account with the Association has been delinquent for at least 90 days or has been delinquent at least 3 times during the preceding 12 months, provided he was given notice of the default and a reasonable opportunity to cure.
- c. The director has refused or failed to attend 3 or more meetings of the board during the preceding 12 months, provided he was given proper notice of the meetings.

2.6.3. No Removal by Officers. A director may not be removed by officers of the Association, acting in their capacity of officers of the Association, under any circumstance.

2.7. MEETINGS OF THE BOARD.

2.7.1. Annual Election of Officers by the Board. Within 10 days after an annual meeting, the directors will convene an executive session (as described in Section 2.7.11 below), which shall be deemed an adjournment of the annual meeting whether or not such executive session shall be held on the same day as the annual meeting for the purpose of electing officers. Announcement for purposes of Section 2.7.11(d) of the result of election of officers to the owners may be made at such meeting or in writing by notice to owners or by posting on the website of the Association.

2.7.2. Place of Board Meetings. The board will conduct its meetings at a location that is reasonably convenient for the greatest number of directors, and at a place or facility that is sufficiently large to accommodate the number of owners who typically attend board meetings as observers. The decision of where to meet may be made on a meeting by meeting basis by the officer or director who calls the meeting, by board resolution, or by any other practice that is customary for property owners associations. The board is not required (1) to conduct its meetings at the Property, (2) to maintain a fixed place for its meetings, (3) to select a location that is convenient to owners, or (4) to select a facility that accommodates a larger number of spectator members than is customary.

2.7.3. Types of Board Meetings. Regular meetings of the board may be held at a time and place that the board determines, from time to time, but at least one such meeting must be held each calendar year, with or without notice. Special meetings of the board may be called, with notice, by the president or, if he is absent or is unable to act, by the secretary, or by any 2 directors. In case of emergency, the board may convene an emergency meeting for the purpose of dealing with the emergency after making a diligent attempt to notify each director by any practical method.

2.7.4. Notice to Directors of Board Meetings. Notice is not required for regular meetings of the board, provided all directors have actual or constructive knowledge of the meeting date, time, and place. Notice of a special meeting must be given at least one day in advance of the meeting. If notice is given, it may be given by any method or combination of methods that is likely to impart the information to the directors.

2.7.5. Informing Members of Board Meetings. The board will try to inform Association members of the time and place of each board meeting. The information may be imparted by any method or combination of methods that is likely to be available or communicated to most if not all members in a timely manner, such as by posting on the Association's website, by broadcast email, by signs posted at the Property, or by hand-delivered fliers. On the written request of an owner, the Association will provide the owner with the time and place of the next regular or special meeting of the board. The failure of the Association to disseminate and the failure of an owner to receive timely or accurate information about the date, time, and place of a meeting does not invalidate the meeting.

2.7.6. Conduct of Meetings. The president presides over meetings of the board and the secretary keeps, or causes to be kept, a record of resolutions adopted by the board and a record of transactions and proceedings occurring at meetings. When not in conflict with law or the Governing Documents, the then current edition of Robert's Rules of Order governs the conduct of the meetings of the board.

2.7.7. Quorum. At meetings of the board, a majority of directors constitutes a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present are the acts of the board. If less than a quorum is present at a meeting of the board, the majority of those present may adjourn the meeting from time to time. At any reconvened meeting at which a quorum is present, any business that may have been transacted at the meeting as originally called may be transacted without further notice.

2.7.8. Minutes. The written report of a board meeting is not the minutes of the meeting until approved by the directors at a future meeting. The minutes must report actions taken by the board, but need not report the substance of discussions. The board is not required to distribute minutes of its meetings to the members.

2.7.9. Voting. A director who is also an officer of the Association, even the presiding officer, is expected to participate and to vote in the manner of every other director. The president of the Association is not prohibited from voting and is not limited to tie-breaking votes. Directors may not participate by proxy at meetings of the board.

2.7.10. Open Meetings. Regular and special meetings of the board are open to members of the Association, subject to the following provisions to the extent permitted or required by applicable law:

- a. No audio or video recording of the meeting may be made, except by the board or with the board's prior express consent.
- b. Members who are not directors may not participate in board deliberations under any circumstances, and may not participate in board discussions unless the board expressly so authorizes at the meeting.
- c. Executive sessions are not open to members.
- d. The board may prohibit attendance by non-members, including representatives, proxies, agents, and attorneys of members.
- e. The board may prohibit attendance by any member who disrupts meetings or interferes with the conduct of board business.
- f. The board may but is not required to publish to members the time, date, and place of board meetings, but will provide the information if requested in writing by a member on a meeting by meeting basis.

2.7.11. Executive Session. The board may adjourn any regular or special meeting of the board and reconvene in executive session, subject to the following conditions:

- a. The nature of business to be considered in executive session will first be announced in open session.
- b. Except for election of officers as provided in Section 2.7.1, no action may be taken nor decision made in executive session, which is for discussion and informational purposes only.
- c. Besides election of officers, the limited purposes for which the board may convene in executive session are (1) to confer with the Association's legal counsel, (2) to discuss litigation or resolution of claims with which the Association is threatened or involved, (3) to discuss labor or personnel matters, (4) to discuss a complaint from or an alleged violation by an owner when the board determines that public knowledge would be

injurious to the owner, and (5) on advice of counsel, to discuss matters of a particularly sensitive nature.

- d. At the end of the executive session, the board must return to the open meeting and announce the general nature of the business that was considered in executive session. Any vote, act, or decision that would have been made in executive session (but for this requirement) must be made in the open meeting.
- e. The board is not required to make or maintain minutes of executive sessions.

2.7.12. Telephone Meetings. Members of the board or any committee of the Association may participate in and hold meetings of the board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

2.8. ACTION WITHOUT MEETING. Any action required or permitted to be taken by the board at a meeting may be taken without a meeting, subject to the following requirements:

2.8.1. Unanimous Consents. If all directors individually or collectively consent in writing to such action, the written consents have the same force and effect as the unanimous approval of directors at a meeting.

2.8.2. Majority Consents. If at least a majority of the directors, individually or collectively, consent in writing to such action, the written consents have the same force and effect as approval by a majority of the directors at a meeting. Prompt notice of the action so approved must be delivered to each non-consenting director.

2.8.3. Procedures. Written consents must state the date of each director's signature. The required number of written consents must be received by the Association within 60 days after the date of the earliest dated consent. Written consents must be filed with the minutes of board meetings. Additional procedures may be required by the Code.

2.9. POWERS AND DUTIES. Generally, the board has all the powers and duties necessary for the administration of the Association for the operation and maintenance of the Property. The board may do all acts and things except those which, by applicable law or the Governing Documents, are reserved to the members and may not be delegated to the board. Without prejudice to the general and specific powers and duties set forth in applicable law or the Governing Documents, or powers and duties as may hereafter be imposed on the board by resolution of the Association, the powers and duties of the board include, but are not limited to, the following:

2.9.1. Appointment of Committees. The board, by resolution, may from time to time designate standing or ad hoc committees to advise or assist the board with its responsibilities. The resolution may establish the purposes and powers of the committee created, provide for the appointment of a chair and committee members, and

may provide for reports, termination, and other administrative matters deemed appropriate by the board. Members of committees will be appointed from among the owners and residents. The board may not appoint a committee to act in its place in managing the affairs of the Association.

2.9.2. Manager. The board may employ a manager or managing agent for the Association, at a compensation established by the board, to perform duties and services authorized by the board.

2.9.3. Emergency Powers. An emergency exists for purposes of this Section if a local, state, or national government or governmental entity declares a disaster or state of emergency in the area in which the Property is located, or declares a state of war. In anticipation of, during, or in the aftermath of an emergency, the officers and directors may take or authorize any action they deem necessary or advisable to protect lives and property. A decision or action made in good faith under emergency conditions may not be used to impose liability on an officer, director, employee, or agent of the Association.

2.10 FIDELITY BONDS. Any person handling or responsible for Association funds, including officers, agents, and employees of the Association, must furnish adequate fidelity bonds. The premiums on the bonds may be a common expense of the Association.

ARTICLE 3 **OFFICERS**

3.1. DESIGNATION. The principal officers of the Association are the president, the vice-president, the secretary, and the treasurer. The board may appoint one or more vice-presidents and other officers and assistant officers as it deems necessary. The president and secretary must be directors. Other officers may, but need not, be members or directors. Any two offices may be held by the same person, except the offices of president and secretary. If an officer is absent or unable to act, the board may appoint a director or a committee to perform the duties of that officer and to act in place of that officer, on an interim basis.

3.2. ELECTION OF OFFICERS. The officers are elected initially at the organizational meeting of the board, and thereafter no less than annually by the directors as provided in Section 2.7.1, and hold office at the pleasure of the board. Except for resignation or removal, officers hold office until their respective successors have been designated by the board.

3.3. REMOVAL AND RESIGNATION OFFICERS. A majority of directors may remove any officer, with or without cause, at any regular meeting of the board or at any special meeting of the board called for that purpose. A successor may be elected at any regular or special meeting of the board called for that purpose. An officer may resign at any time by giving written notice to the board. Unless the notice of resignation states otherwise, it is effective when received by the board and does not require acceptance by the board. The resignation or removal of an officer who is also a director does not constitute resignation or removal from the board.

3.4. DESCRIPTION OF PRINCIPAL OFFICES.

3.4.1. President. As the chief executive officer of the Association, the president: (1) presides at all meetings of the Association and of the board; (2) has all the general powers and duties which are usually vested in the office of president of an organization;

(3) has general supervision, direction, and control of the business of the Association, subject to the control of the board; and (4) sees that all orders and resolutions of the board are carried into effect.

3.4.2. Vice-President. The vice-president acts in place of the president in event of the president's absence, inability, or refusal to act. The vice-president also exercises and discharges any duty required of the vice-president by the board.

3.4.3. Secretary. The secretary: (1) keeps the minutes of all meetings of the board and of the Association; (2) has charge of such books, papers, and records as the board may direct; (3) maintains a record of the names and addresses of the members for the mailing of notices; and (4) in general, performs all duties incident to the office of secretary.

3.4.4. Treasurer. The treasurer: (1) is responsible for Association funds; (2) keeps full and accurate financial records and books of account showing all receipts and disbursements; (3) prepares all required financial data and tax returns; (4) deposits all monies or other valuable effects in the name of the Association in depositories as may from time to time be designated by the board; (5) prepares the annual and supplemental budgets of the Association; (6) reviews the accounts of the managing agent on a monthly basis in the event a managing agent is responsible for collecting and disbursing Association funds; and (7) performs all the duties incident to the office of treasurer.

3.5. AUTHORIZED AGENTS. Except when the Governing Documents require execution of certain instruments by certain individuals, the board may authorize any person to execute instruments on behalf of the Association. In the absence of board designation, the president and the secretary are the only persons authorized to execute instruments on behalf of the Association.

ARTICLE 4 **STANDARDS**

4.1. SEPARATE LIABILITY. The Association is a legal entity separate from its members for the purposes of determining and enforcing rights, duties, and liabilities in contract and tort. Members, directors, and officers of the Association are not personally and individually liable for the Association's breach of a contract or for the Association's tort or omission merely because they are members, directors, or officers of the Association. A member has the right to assert a claim against the Association, and the Association has the right to assert a claim against a member.

4.2. GENERAL STANDARDS. The general standards of duty for an officer or director of the Association are the legal standards for officers and directors of a nonprofit corporation, as stated in the Code as it may be amended. On the date of this document, Sections 22.221 and 22.235 of the Code provide the following standards:

- a. A director will discharge the director's duties in good faith, with ordinary care, and in a manner the director reasonably believes to be in the best interest of the Association.
- b. An officer is not liable to the Association, its members, or another person for an action taken or not taken as an officer unless the officer did not act (1) in good

faith, (2) with ordinary care, and (3) in a manner the officer or director reasonably believed to be in the best interests of the Association.

4.3. RELiance. An officer or director may rely on information prepared or presented by (1) an officer or employee of the Association, (2) an attorney licensed by the State of Texas, (3) a certified public accountant, (4) an investment banker, or (5) a person whom the officer or director reasonably believes to possess professional expertise in the matter, and (6) in the case of a director, a committee of the Association of which the director is not a member. Such reliance must be exercised in good faith and with ordinary care. An officer or director may not rely on such information if he has actual knowledge that makes the reliance unwarranted.

4.4. COMPENSATION. Except as permitted below, a director, officer, member, or resident is not entitled to receive financial or monetary profit from the operation of the Association, and no funds or assets of the Association may be paid as salary or compensation to, or be distributed to, or inure to the benefit of a director, officer, member, or resident. Nevertheless,

- a. Reasonable compensation may be paid to a director, officer, member, or resident for services rendered to the Association in other capacities.
- b. A director, officer, member, or resident may, from time to time, be reimbursed for his actual and reasonable expenses incurred on behalf of the Association in connection with the administration of the affairs of the Association, provided the expense has been approved by the board.
- c. The board may budget and use Association funds to purchase awards, certificates, a celebratory meal, or other customary tokens or demonstrations of appreciation for volunteer activities.
- d. This Section does not apply to distributions to lot owners or the Declarant permitted or required by the Declaration, applicable law, or a court order.

4.5. LOANS. The Association may not loan money to or guaranty a loan for an officer or director of the Association.

4.6. CONFLICT OF INTERESTS. If a contract or transaction is fair to the Association, it is not disallowed merely because an officer, director, or member of the Association has a financial interest in the transaction, provided (1) the "interested" officer, director, or member fully and accurately discloses the nature of his interest to the board in a manner that is timely for the board's consideration of the contract or transaction, and (2) the "interested" officer or director does not participate in the vote to approve the contract or transaction, although the "interested" director may be counted toward a quorum at the meeting. Nothing in this Section may be construed to prevent the board from adopting policies and procedures that are more stringent than the requirements of this Section, or of applicable law, such as Sections 1.003, 1.004, and 22.230 of the Code.

ARTICLE 5

MEETINGS OF THE ASSOCIATION

5.1. ANNUAL MEETING. After the Declarant Control Period, an annual meeting of the Association will be held during the second calendar quarter of each year. At annual

meetings the members will elect directors in accordance with these Bylaws, and may also transact such other business of the Association as may properly come before them.

5.2. SPECIAL MEETINGS. After the Declarant Control Period, it is the duty of the president to call a special meeting of the Association if directed to do so by a majority of the board or by one or more petitions signed by owners of at least 20 percent of the lots in the Property. If the petition process is used, petitions may be in any form that is customary for such petitions at that time. The board may not require a specific form of petition, nor require that the petition be offered to every member of the Association. Signatures on petitions need not be notarized or witnessed. An electronic or faxed petition is acceptable if the "signer's" identity is reasonably discernible.

5.3. PLACE OF MEETINGS. Meetings of the Association may be held at the Property or at a suitable place convenient to the members, as determined by the board.

5.4. NOTICE OF MEETINGS. Subject to the provisions below, at the direction of the board, written notice of meetings of the Association will be given to an owner of each lot at least 10 days but not more than 60 days prior to the meeting. Notices of meetings will state the date, time, and place the meeting is to be held. Notices will identify the type of meeting as annual or special, and will state the particular purpose of a special meeting. Notices may also set forth any other items of information deemed appropriate by the board.

5.4.1. Notice Exception. Individual notice of the regular annual meeting of the Association is not required if (1) the time and place of the meeting is largely unchanged from year to year and (2) information about the time and place is routinely available to all members, such as by year-long posting on the Association's official website or repetitive announcements in the Association's newsletter. This exception does not apply to special meetings of the Association, or to changes in the time and place of the regular annual meeting.

5.4.2. Special Meeting Notice. Within 30 days after the board resolution or receipt of petition, the board must give all members notice of the special meeting. If the board fails or refuses to call the special meeting in a timely manner, an ad hoc committee of owners may do so provided the notice of meeting names the ad hoc committee and its individual members, and further provided that the notice is delivered to an owner of every lot in accordance with these Bylaws. The notice of any special meeting must state the time, place, and purpose of the meeting. No business, except the purpose stated in the notice of the meeting, may be transacted at a special meeting.

5.5. RECORD DATE. Before each meeting of the Association, the board will establish a list of all members for purposes of receiving a meeting notice, and a list or way of identifying members who are ineligible to vote at the meeting because of a delinquent account. These membership lists are described in the "Association Records" Article below. The "cut off" date on which these lists are based is referred to in the Code as the "Record Date". The Record Date for an Association meeting for which notice is given is 10 calendar days before the date the notice is distributed or published to the members. The Record Date for an Association meeting for which no notice is given is 45 calendar days before the meeting.

5.6. ELIGIBILITY. Every member is entitled to receive notice of Association meetings, to attend Association meetings, and to be counted towards a quorum, even if the member is ineligible to vote or to stand for election to the board.

5.6.1. Meeting Notice. An owner of each lot in the Property as of the Record Date is eligible to receive notices of meetings of the Association. Because the ownership of lots may change during a year, the ownership as of the Record Date is used to produce the membership list for use in connection with the meeting.

5.6.2. Voting. The board may determine that a member may not vote at a meeting of the Association if the member's financial account with the Association is in arrears on the Record Date, provided (1) the ineligibility applies to every member whose financial account is delinquent, and (2) each ineligible member is given notice of the arrearage and an opportunity to become eligible. The board may specify the manner, place, and time for payment for purposes of restoring eligibility. The Record Date determination of members entitled to vote at a meeting of the Association is effective for any adjournment of the meeting, provided the date of the adjourned meeting is not more than 30 days after the original meeting. The board is not required to disqualify owners with delinquent accounts, and may allow all owners to vote regardless of arrearages.

5.7. QUORUM. At any meeting of the Association, the presence in person or by proxy of owners of at least 10 percent of the lots in the Property constitutes a quorum. Members present at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal, during the course of the meeting, of members constituting a quorum.

5.8. LACK OF QUORUM. If a quorum is not present at any meeting of the Association for which proper notice was given, members representing at least a majority of the votes present at the meeting, although not constituting a quorum, may vote to recess the meeting for not more than 24 hours in order to attain a quorum, provided the place of the meeting remains as stated in the notice. If the meeting is adjourned without attainment of a quorum, notice of a new meeting for the same purposes within 15 to 30 days may be given to an owner of each lot, at which re-called meeting the quorum requirement is lowered to half the number of lots required for the first call of the meeting.

5.9. VOTES. The vote of members representing at least a majority of the votes cast at any meeting at which a quorum is present binds all members for all purposes, except when a higher percentage is required by these Bylaws, the Declaration, or by applicable law. Cumulative voting is prohibited.

5.9.1. Co-Owned Lots. If a lot is owned by more than one member, the vote appurtenant to that lot is cast as follows. If only one of the multiple owners of a lot is present at a meeting of the Association, that person may cast the vote allocated to the lot. If more than one of the multiple owners is present, the vote allocated to the lot may be cast only in accordance with the owners' unanimous agreement. Multiple owners are in unanimous agreement if one of the multiple owners casts the vote allocated to a lot and none of the owners makes prompt protest to the person presiding over the meeting.

5.9.2. Entity-Owned Lots. If a lot is owned by an entity, such as a corporation or partnership, the vote appurtenant to that lot may be cast by an officer, manager, or partner of the entity in the absence of the entity's written appointment of a specific person to exercise its vote. The person presiding over a meeting or vote may require reasonable evidence that a person voting on behalf of an entity is qualified to vote.

5.9.3. Association-Owned Lots. Votes allocated to a lot owned by the Association may be counted towards a quorum only, and may not be voted.

5.9.4. Lots Owned by Declarant or Builders. The Declaration may establish different voting rights during the Declarant Control Period.

5.10. PARTICIPATION. Members may participate in person or by proxy at meetings of the Association. A member who participates is deemed "present" and may be counted towards a quorum unless the member participates for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

5.11. PROXIES. A member may participate in the affairs of the Association through a power of attorney or through a proxy. To be valid, each proxy must (1) be signed and dated by a member or his attorney-in-fact; (2) identify the lot to which the vote is appurtenant; (3) designate the person or position (such as "presiding officer") in favor of whom the proxy is granted, such person having agreed to exercise the proxy; (4) identify the meeting for which the proxy is given; (5) not purport to be revocable without notice; and (6) be delivered to the secretary, to the person presiding over the Association meeting for which the proxy is designated, or to a person or company designated by the board. Unless the proxy specifies a shorter or longer time, it terminates 11 months after the date of its execution. Perpetual or self-renewing proxies are permitted, provided they are revocable. To revoke a proxy, the granting member must give actual notice of revocation to the person presiding over the Association meeting for which the proxy is designated. Unless revoked, any proxy designated for a meeting which is adjourned, recessed, or rescheduled is valid when the meeting reconvenes. A proxy delivered by email or by fax may be counted if any of the following occurs: (1) the proxy's authenticity can be confirmed to the reasonable satisfaction of the board, (2) the proxy has been acknowledged or sworn to by the member, before and certified by an officer authorized to take acknowledgements and oaths, or (3) the Association also receives the original proxy within 5 days after the vote.

5.12. CONDUCT OF MEETINGS. The president, or any person designated by the board, presides over meetings of the Association. The secretary keeps, or causes to be kept, the minutes of the meeting which should record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting. The person presiding over the meeting may appoint a parliamentarian. The then current edition of Robert's Rules of Order governs the conduct of meetings of the Association when not in conflict with the Governing Documents. Votes should be tallied by tellers appointed by the person presiding over the meeting.

5.13. ORDER OF BUSINESS. Unless the notice of meeting states otherwise, or the members of the Association adopt a different agenda at the meeting, the order of business at meetings of the Association is as follows:

- Determine votes present by roll call or check-in procedure
- Announcement of quorum
- Proof of notice of meeting
- Approval of minutes of preceding meeting
- Reports
- Election of directors (when required)
- Unfinished or old business

- New Business

5.14. ADJOURNMENT OF MEETING. At any meeting of the Association, a majority of the members present at that meeting, either in person or by proxy, may adjourn the meeting to another time and place.

5.15. ACTION WITHOUT MEETING. Subject to board approval, any action which may be taken by a vote of the members at a meeting of the Association may also be taken without a meeting by written consents. The board may permit members to vote by ballots delivered by any method allowed by applicable law, which may include hand delivery, mail, fax, email, electronic balloting or any combination of these. Written consents by members representing at least a majority of votes in the Association, or such higher percentage as may be required by the Governing Documents, constitutes approval by written consent. This Section may not be used to avoid the requirement of an annual meeting.

5.16. MEETINGS BY REMOTE COMMUNICATIONS. Members of the Association may participate in and hold meetings of the Association by means of electronic town halls, conference telephone or similar communications equipment by means of which all persons participating in the meeting can communicate concurrently. Participation in the meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objection to the transaction of any business on the ground that the meeting is not lawfully called or convened. By acquiring an interest in a lot, each owner automatically consents to the use of communication technology to effect meetings of the Association, provided that the Association arranges a place or method of participation for those who do not have the technology.

ARTICLE 6 **RULES**

6.1. RULES. The board has the right to establish and amend, from time to time, reasonable rules and regulations for: (1) the administration of the Association and the Governing Documents; (2) the maintenance, management, operation, use, conservation, and beautification of the Property; and (3) the health, comfort, and general welfare of the residents; provided, however, that such rules may not be in conflict with applicable law or the Governing Documents. The board will, at all times, maintain the then current and complete rules in a written form which can be copied and distributed to the members.

6.2. ADOPTION AND AMENDMENT. Any rule may be adopted, amended, or terminated by the board, provided that the rule and the requisite board approval are properly recorded as a resolution in the minutes of the meeting of the board.

6.3. NOTICE AND COMMENT. At least 10 days before the effective date, the board will give written notice to an owner of each lot of any amendment, termination, or adoption of a rule, or will publish same in a newsletter, on the Association's website, or in any form or medium that is circulated or available to the members. The board may, but is not be required, to give similar notice to residents who are not members. Any member or resident so notified has the right to comment orally or in writing to the board on the proposed action.

6.4. DISTRIBUTION. On request from any member or resident, the board will provide a current and complete copy of rules. Additionally, the board will, from time to time, distribute

copies of the current and complete rules to owners and, if the board so chooses, to non-member residents.

ARTICLE 7 ENFORCEMENT

7.1. ACTIONS REQUIRING NOTICE AND HEARING. Before taking any of the below-described actions, the Association must give written notice and an opportunity for a hearing according to the requirements of this Article and the notice and hearing requirements of applicable law, such as Chapter 209 Texas Property Code. The following actions by or with the approval of the board, the Association, or the Architectural Control Committee require notice and hearing as provided by this Article:

- a. Suspension of use of a common area.
- b. Imposition of a fine for violation of any provision of the Governing Documents, other than fines, interest, or collection fees charged for delinquent accounts.
- c. Charging an owner or a lot for property damage.
- d. Filing suit against an owner other than a suit related to the collection of assessments or foreclosure of the Association's assessment lien.

7.2. NOTICE. The required written notice must contain (1) the date the violation notice is prepared or mailed; (2) a statement that not later than the 30th day after the date the owner receives the notice, the owner may request a hearing to discuss and verify facts and resolve the matter in issue, pursuant to this Article and applicable law, such as Section 209.007 Texas Property Code; (3) a statement of how or where the request for hearing should be made or delivered; (4) a statement that if the hearing is before a committee or any body other than the board, the owner has the right to appeal the decision to the board by written notice to the board; (5) a statement that the owner may be liable for reimbursement of attorney's fees and costs if the violation continues or the damage is not paid by a stated date; and (6) the following contents applicable to violations or damage claims, as the case may be:

7.2.1. Notice of Violation. In the case of a violation of a provision of the Governing Documents, the written notice must also contain the following: (1) a description of the violation; (2) a reference to the rule or provision of the Governing Documents that is being violated, if applicable; (3) a description of the action required to cure the violation; (4) the amount of the fine or charge to be levied, the nature of the common area suspension, and/or the abatement action to be taken; (5) unless the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 6 months, a statement that the owner may avoid the fine or suspension by curing the violation in a reasonable period of time, which may be specified in the notice.

7.2.2. Notice of Damage. In the case of property damage for which the Association seeks reimbursement or imposition of a charge on the owner or the lot, the written notice must also contain (1) a description of the property damage and (2) the amount of the Association's claim against the owner or the lot.

7.2.3. Notice to Resident. In addition to giving the violation notice to the owner, the board may also give a copy of the notice to the non-owner resident, if the board deems it appropriate.

7.2.4. Receipt of Notice. Unless applicable law provides otherwise, any notice given to an owner pursuant to this Article will be deemed received by the owner (1) on personal delivery to the owner or to a person at the owner's address, or (2) on the third business day after the notice is deposited with the U.S. Postal Service, addressed to the owner at the most recent address shown on the Association's records, whether or not the owner actually receives the notice.

7.3. HEARING.

7.3.1. Request for Hearing. To request a hearing, an owner must submit a written request within 30 days after receiving the Association's written notice. Within 10 days after receiving the owner's request for a hearing, and at least 10 days before the hearing date, the Association will give the owner notice of the date, time, and place of hearing. If the Association or the owner requests a postponement of the hearing, the hearing will be postponed for up to 10 days. Additional postponements may be granted by agreement of the parties.

7.3.2. Pending Hearing. Pending the hearing, the board may continue to exercise the Association's other rights and remedies for the violation, as if the declared violation were valid. The owner's request for a hearing suspends only the action described in the Association's written notice.

7.3.3. Attendance. The hearing may be held with or without the presence of the owner or the owner's representative.

7.3.4. Hearing. The hearing may be held in a closed or executive session of the board. At the hearing, the board will consider the facts and circumstances surrounding the violation. The owner may attend the hearing in person, or may be represented by another person or written communication.

7.3.5. Minutes of Hearing. The minutes of the hearing must contain a statement of the results of the hearing and the amount of fine or charge, if any, imposed, or abatement or suspension action, if any, authorized. A copy of the notice and request for hearing should be placed in the minutes of the hearing. If the owner appears at the hearing, the notice requirement will be deemed satisfied.

7.4. ACTIONS EXEMPT FROM NOTICE AND HEARING REQUIREMENTS. As a general rule, every action other than the above-described actions requiring notice and hearing are implicitly exempt from the requirements of this Article. As permitted by applicable law, such as Section 209.007 of the Texas Property Code, the following actions are expressly exempt:

- a. A temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the Property. The temporary suspension is effective until the board makes a final determination on the suspension action after following the notice and hearing procedures prescribed by this Article.

- b. A lawsuit in which the Association seeks a temporary restraining order or temporary injunctive relief.
- c. A lawsuit filed by the Association that includes foreclosure as a cause of action.
- d. The collection of delinquent assessments.

7.5. IMPOSITION OF FINE. Within 30 days after levying the fine or authorization the abatement, the board must give the owner notice of the levied fine or abatement action. If the fine or action is announced at the hearing at which the owner is actually present, the notice requirement will be deemed satisfied. Otherwise, the notice must be in writing.

7.5.1. Amount. The board may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The board may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation. If the board allows fines to accumulate, it may establish a maximum amount for a particular fine, at which point the total fine will be capped.

7.5.2. Type of Fine. If the violation is ongoing or continuous, the fine may be levied on a periodic basis (such as daily, weekly, or monthly). If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis.

7.5.3. Other Fine-Related. The Association is not entitled to collect a fine from an owner to whom it has not given notice and an opportunity to be heard. The Association may not charge interest on unpaid fines. The Association may not foreclose its assessment lien on a debt consisting solely of fines.

7.6. REIMBURSEMENT OF EXPENSES AND LEGAL FEES. In addition to any other rights set forth in the Governing Documents for violation of a provision of the Governing Documents, the board may levy and collect individual assessments for reimbursement of reasonable fees and expenses, including without limitation legal fees, incurred by the Association to enforce the Governing Documents, including the collection of delinquent assessments, subject to the following conditions:

7.6.1. Notice. The Association must give the owner written notice that the owner will be liable for reimbursement of any such fees and expenses incurred by the Association if the delinquency or violation continues after a date certain that is stated in the notice. This notice requirement does not apply to legal fees incurred by the Association in connection with the Association's counterclaim in a lawsuit to which an owner is a plaintiff.

7.6.2. Hearing. If legal fees are incurred by the Association for an action requiring notice and hearing, the owner is not liable for reimbursement of legal fees incurred (1) before the date by which the owner must request a hearing, if the owner does not request a hearing, or (2) before conclusion of the hearing, if the owner does request a hearing.

7.6.3. Records. By written request, an owner may obtain from the Association copies of any invoices for charges, including legal fees, for which the Association seeks reimbursement.

7.6.4. Foreclosure. In connection with a nonjudicial foreclosure of the Association's assessment lien, applicable law, such as Chapter 209 of the Texas Property Code, may establish a limit for the amount of attorneys fees that the Association may include in its lien.

7.7. ADDITIONAL ENFORCEMENT RIGHTS. Notwithstanding the notice and hearing requirement, the board may take immediate and appropriate action, without giving the notices required in this Article, against violations of the Governing Documents which, in the board's opinion, are (1) self-evident, such as vehicles parked illegally or in violation of posted signs; (2) threatening to life or property; or (3) repeat violations of the same provision by the same owner to whom prior notices and demands have been given for the same violation. Further, the provisions of this Article do not apply to specific remedies provided in the Governing Documents for certain violations, such as nonpayment of assessments.

ARTICLE 8 OBLIGATIONS OF OWNERS

8.1. NOTICE OF SALE. Any owner intending to sell or convey his lot or any interest therein must give written notice to the board of his intention, together with (1) the address or legal description of the lot being conveyed, (2) the name and address of the intended purchaser, (3) the name, address, and phone number of the title company or attorney designated to close the transaction, (4) names and phone numbers of real estate agents, if any, representing seller and purchaser, and (5) scheduled date of closing. An owner will furnish this information to the board at least 10 business days before the scheduled date of closing or conveyance. The requirements of this Section may be satisfied by giving the Association a copy of an accepted resale contract in connection with the owner's request to the Association for a resale certificate.

8.2. PROOF OF OWNERSHIP. Except for those owners who initially purchase a lot from Declarant, any person, on becoming an owner of a lot, must furnish to the board evidence of ownership in the lot, which copy will remain in the files of the Association. A copy of the recorded deed is the customary evidence. The Association may refuse to recognize a person as a member unless this requirement is first met. This requirement may be satisfied by receipt of a board-approved form that is completed and acknowledged by a title company or attorney at time of conveyance of the lot or any interest therein.

8.3. OWNERS' INFORMATION; NOTICE OF LEASE. Within 30 days after acquiring an ownership interest in a lot, the owner must provide the Association with the owner's mailing address, telephone number, and driver's license number, if any; the name and telephone number of any resident other than the owner; and the name, address, and telephone number of any person managing the lot as agent of the lot owner. Additionally, within 30 days after the effective date of a lease covering a residence on a lot, the owner must provide the Association with the tenant's name, address and telephone contact information. Any failure by the tenant under any such lease to comply with the terms of the Governing Documents shall constitute a violation of same by the owner and the tenant. Tenants shall be provided by the owner with a copy of the Governing Documents at the time of the execution of their lease. An owner must notify the Association within 30 days after he has notice of a change in any information required

by this Section, and must provide the information on request by the Association from time to time.

8.4. MAILING ADDRESS. The owner or the several co-owners of a lot must register and maintain one mailing address to be used by the Association for mailing of notices, demands, and all other communications. If an owner fails to maintain a current mailing address with the Association, the address of the owner's lot is deemed to be his mailing address.

8.5. REGISTRATION OF MORTGAGEES. Within 30 days after granting a lien against his lot, the owner must provide the Association with the name and address of the holder of the lien and the loan number. The owner must notify the Association within 30 days after he has notice of a change in the information required by this Section. Also, the owner will provide the information on request by the Association from time to time.

8.6. ASSESSMENTS. All owners are obligated to pay Assessments imposed by the Association in accordance with the Declaration, including without limitation Article VI thereof, in order to meet the expenses of the Association. Further, conveyances of lots to owners who are not a Declarant or a Builder shall be subject to the Working Capital Contribution requirement set forth in Section 6.01(b) of the Declaration. A member is deemed to be in good standing and entitled to vote at any meeting of the Association if he is current in the assessments made or levied against him and his lot.

8.7. COMPLIANCE WITH DOCUMENTS. Each owner will comply with the provisions and terms of the Governing Documents, and any amendments thereto. Further, each owner will always endeavor to observe and promote the cooperative purposes for which the Property was established.

ARTICLE 9 ASSOCIATION RECORDS

9.1. INSPECTION OF BOOKS AND RECORDS. Books and records of the Association will be made available for inspection and copying pursuant to applicable law, such as Section 22.351 of the Code and Section 209.005 of the Texas Property Code.

9.1.1. Proper Purpose. The board may require a member to submit a written demand for inspection, stating the purpose for which the member will inspect the books and records. The board has the following rights: (1) to determine whether the member's purpose for inspection is proper; (2) to deny the request if the board determines that the member's purpose is not proper; (3) if granting the request, to identify which books and records are relevant to the member's stated purpose for inspection.

9.1.2. Copies. A member, at member's expense, may obtain photocopies of books and records for which the board grants the right of inspection. The board has the right to retain possession of the original books and records, to make copies requested by the member, and to charge the member a reasonable fee for copying.

9.1.3. Member's Agent. A member's inspection of the books and records may be assisted or performed by the member's agent, accountant, or attorney.

9.1.4. Records of Attorneys and Accountants. The files and records of an attorney or accountant who performs services for the Association are not records of the

Association, are not subject to inspection by members, and are not subject to production in a legal proceeding.

9.2. RESALE CERTIFICATES. Any officer may prepare, or cause to be prepared, assessment estoppel certificates or resale certificates pursuant to applicable law, such as Chapter 207 of the Texas Property Code, titled Disclosure of Information by Property Owners Association. The Association may charge a reasonable fee for preparing such certificates, and may refuse to furnish such certificates until the fee is paid. Any unpaid fees may be assessed against the lot for which the certificate is furnished. The Association may delegate the responsibility for a resale certificate to its managing agent, if any.

9.3. MANAGEMENT CERTIFICATE. As required by applicable law, such as Section 209.004 of the Texas Property Code, the Association will maintain a current management certificate in the county's public records. When the Association has notice of a change in any information in the recorded certificate, the Association will prepare a restated or amended certificate and deliver it to the county clerk for filing. Absent gross negligence, the Association is not liable for a delay or failure to record a certificate. The Association may delegate the responsibility for a management certificate to its managing agent, if any.

9.4. MEMBERSHIP LIST. The board must maintain a comprehensive list of Association members for compliance with the Code as well as the Governing Documents. The Association must make the membership list available to any owner on written request, and may charge a reasonable fee for cost of copying and delivering the owners list.

9.4.1. Types of Information. At a minimum, the Association must maintain for each lot the name and mailing address of at least one owner, and a description of the lot owned (if different from the mailing address). The Association may also maintain, as an Association record, additional contact information for owners, such as phone numbers, fax numbers, email addresses, places of employment, emergency contact information, mortgage information, and any other items of information provided by owners or obtained by the Association.

9.4.2. Source of Ownership Information. In compiling the ownership or membership list, the Association may rely on any combination of (1) public records, such as tax rolls, (2) documentation provided by title insurance companies, (3) self-reporting by owners and residents, and (4) any other reasonably reliable and customary source of ownership information. The requirement of maintaining ownership records may not be construed to require the Association to affirmatively investigate or research title to a lot.

9.4.3. Information Available to Members. Membership information to be maintained by the Association is similar to what is typically available to the public on the website of the appraisal district, and may not be considered confidential, private, or protected information as between the Association and its members. Neither the Association nor a member of the Association may sell or otherwise market the Association's membership information without the express prior consent of the owners. Each owner, by acquiring an ownership interest in a lot, acknowledges that the owner's contact information is a record of the Association that is available to all members of the Association.

9.4.4. Inspection List. In accordance with applicable law, the Association will prepare a list of owners of all lots in the Property for inspection by the members prior to

an Association meeting. The purpose of the list is to enable members to communicate with each other about the meeting. The inspection list must be available for inspection by the members from the second business day after the date notice of the meeting is given until adjournment of the meeting for which it was prepared. The list may be inspected or copied by an owner or the owner's attorney or agent. The inspection list must have the following characteristics:

- a. The list must be in alphabetical order of owners' surnames, or in numerical order of street addresses.
- b. The list must contain the name of at least one owner of each lot, or an indication that the current ownership cannot be determined and the identity of the last known owner.
- c. The list must contain an address for each member.
- d. The list must identify how many lots are owned by each owner, if that cannot otherwise be determined from the list.
- e. If all lots do not have uniform votes, such as lots owned by Declarant during the Declarant Control Period, the list must identify the number or weight of votes attached to each lot.
- f. The list must identify which owners or lots are ineligible to vote at the meeting due to an assessment delinquency or other disqualifying condition.

ARTICLE 10 NOTICES

10.1. **CO-OWNERS.** If a lot is owned by more than one person, notice to one co-owner is deemed notice to all co-owners. Similarly, notice to one resident of a lot is deemed notice to all residents of the lot.

10.2. **DELIVERY OF NOTICES.** Any written notice required or permitted by these Bylaws may be given personally, by mail, by fax, by email, or by any other method permitted by applicable law, such as the Texas Business Organizations Code. If mailed, the notice is deemed delivered when deposited in the U.S. mail addressed to the member at the address shown on the Association's records. If transmitted by fax or email, the notice is deemed delivered on successful transmission of the facsimile or electronic correspondence. The notice must be sent to the party's last known address as it appears on the records of the Association at the time of transmission. If an owner fails to give the Association an effective address, the notice may be sent (1) to the address of the owner's lot and/or (2) to the owner's address shown on the then-current property tax rolls for the lot. If the Association properly transmits the notice, the owner is deemed to have been given notice whether or not he actually receives it.

10.3. **WAIVER OF NOTICE.** Whenever a notice is required to be given to an owner, member, or director, a written waiver of the notice, signed by the person entitled to the notice, whether before or after the time stated in the notice, is equivalent to giving the notice. Attendance by a member or director at any meeting of the Association or board, respectively, constitutes a waiver of notice by the member or director of the time, place, and purpose of the

meeting, unless such person attends for the expressly stated purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. If all members or directors are present at any meeting of the Association or board, respectively, no notice is required and any business may be transacted at the meeting.

ARTICLE 11 INDEMNIFICATION

11.1. **GENERAL.** The purpose of this Article is to mandate some of the permissive provisions of Chapter 8 of the Code, and to indemnify Association Leaders whether or not the Association is incorporated at the time indemnification is needed. The definitions of Chapter 8 of the Code are hereby incorporated by reference, without regard to the corporate status of the Association. As used in this Article, "Association Leader" means a person who is a current or former officer or director of the Association, or a current or former committee chair or committee member of the Association.

11.2. **MANDATORY INDEMNIFICATION.** The Association will indemnify an Association Leader who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the person is or was an Association Leader, if the following determinations are made.

11.2.1. **Determinations.** It must be determined that the person acted in good faith, and that:

- a. the person reasonably believed (1) in the case of conduct in the person's official capacity, that the person's conduct was in the Association's best interest, or (2) in any other case, that the person's conduct was not opposed to the Association's best interests;
- b. in the case of a criminal proceeding, the person did not have a reasonable cause to believe the person's conduct was unlawful;
- c. with respect to expenses, the amount of expenses other than a judgment is reasonable; and
- d. indemnification should be paid.

11.2.2. **Effect of Proceeding Termination.** A person does not fail to meet the determination standard solely because of the termination of a proceeding by judgment, order, settlement, conviction, or a plea of nolo contendere or its equivalent.

11.2.3. **How Determinations Are Made.** If all of the directors are disinterested and independent, as defined in the Code, the determinations required under this Section will be made by a special legal counsel selected by the board. Otherwise, the determinations will be made by the owners of a majority of lots in the Property, other than lots owned by persons who are not disinterested and independent as defined in the Code, or by a special legal counsel selected by those owners.

11.3. **EXCEPTIONS TO MANDATORY INDEMNIFICATION.** A person who is found liable to the Association or is found liable because the person improperly received a personal benefit is not entitled to indemnification under this Article if, in a legal proceeding, the person

has been found liable for (1) willful or intentional misconduct in the performance of the person's duty to the Association, (2) breach of the person's duty of loyalty owed to the Association, or (3) an act or omission not committed in good faith that constitutes a breach of a duty owed by the person to the Association. In all other instances, indemnification of a person who is found liable to the Association is limited to reasonable expenses actually incurred by the person in connection with the proceeding, excluding a judgment, a penalty, a fine, or any other type of sanction. A person indemnified by the Association is considered to have been found liable in relation to a claim, issue, or matter only if the liability is established by an order, including a judgment or decree of a court, and all appeals of the order are exhausted or foreclosed by applicable law.

11.4. EXPENSES. The indemnification provided by this Article covers reasonable expenses and costs, such as legal fees, actually and necessarily incurred by the indemnified person in connection with a qualified claim.

11.4.1. Advancement of Expenses. The Association may pay or reimburse reasonable expenses incurred by an indemnified person who was, is, or is threatened to be made a respondent in a proceeding in advance of the final disposition of the proceeding without making the determinations required under the Section above titled "Mandatory Indemnification," after the Association receives a written affirmation by the person of the person's good faith belief that the person has met the standard of conduct necessary for indemnification under this Article, and a written undertaking by or on behalf of the person to repay the amount paid or reimbursed if the final determination is that the person has not met that standard or that indemnification is prohibited by this Article. The required written undertaking must be an unlimited general obligation of the person but need not be secured and may be accepted by the Association without regard to the person's ability to make repayment.

11.4.2. Witness Expenses. The Association may pay or reimburse reasonable expenses incurred by an Association Leader, member, employee, agent, or other person in connection with that person's appearance as a witness or other participation in a proceeding at a time when the person is not a respondent in the proceeding.

11.5. INDEMNIFICATION OF OTHER PERSONS. Subject to the same limitations, determinations, and exceptions for Association Leaders, the Association may indemnify and advance expenses to a person who is not otherwise covered by this Article's indemnification as provided by (1) a provision in a Governing Document of the Association, (2) a contract to which the Association is a party, (3) common law, (4) a board resolution, or (5) a resolution approved by the Association's members. A person indemnified under this Section may seek indemnification or advancement of expenses from the Association to the same extent that an Association Leader may seek indemnification or advancement of expenses under this Article.

ARTICLE 12 **DECLARANT PROVISIONS**

12.1. CONFLICT. The provisions of this Article control over any provision to the contrary elsewhere in these Bylaws.

12.2. BOARD OF DIRECTORS. The initial directors, officers and Architectural Committee members will be appointed by Declarant and need not be owners or residents. Directors appointed by Declarant may not be removed by the owners and may be removed by

Declarant only during the Declarant Control Period. Further, during the Declarant Control Period, Declarant has the right to fill vacancies of any board director, officer or Architectural Committee member vacated by a Declarant appointee.

12.3. TRANSITION MEETING. Within 60 days after the end of the Declarant Control Period, or sooner at Declarant's option, Declarant will call a meeting of the members of the Association for the purpose of electing directors, by ballot of members. Notice of the transition meeting will be given as if it were notice of an annual meeting.

ARTICLE 13 AMENDMENTS TO BYLAWS

13.1. AUTHORITY. Amendments to these Bylaws may only be made by the board or by Declarant, without a vote of the members required, FOR ANY PURPOSE, provided the proposed amendment has the prior unanimous approval of the directors.

13.2. Intentionally deleted.

13.3. EFFECTIVE. To be effective, an amendment must be in the form of a written instrument (1) referencing the name of the Property, the name of the Association, and the recording data of these Bylaws and any amendments hereto (2) signed and acknowledged by at least one officer of the Association, certifying the requisite authority and/or approvals; and (3) recorded in the Real Property Records of Denton County, Texas. An amendment may be effective immediately if adopted at an Association meeting at which owners of two-thirds of the lots are represented. Otherwise, an amendment is not effective until 10 days after an owner of each lot is notified of the amendment and provided with a copy of the amendment or instructions for obtaining a copy.

13.4. MORTGAGEE PROTECTION. If a provision in a Governing Document or applicable law requires notices to and consent of mortgagees for certain actions and amendments, the Association must give the required notices to and obtain the required approvals from applicable mortgagees.

13.5. DECLARANT PROTECTION. During the Declarant Control Period, no amendment of these Bylaws may affect Declarant's rights herein without Declarant's written and acknowledged consent. Specifically, this Section, the article titled "Declarant Provisions," and the sections titled "Declarant Control", "Amendments During Declarant Control Period", and "Drafter's Intent" may not be amended during the Declarant Control Period without prior written approval of Declarant. Declarant's written consent must be part of the amendment instrument.

ARTICLE 14 GENERAL PROVISIONS

14.1. DRAFTER'S INTENT. Because Declarant intends these Bylaws to serve the Association for many years beyond the initial development, construction, and marketing of the Property, Declarant purposefully did not draft these Bylaws from its own perspective. Instead, as a courtesy to future users of these Bylaws, Declarant included many of the Declarant-related provisions in the Declaration. Although Declarant is initially an owner and a member of the Association, Declarant is intentionally exempt from a number of obligations that apply to other owners, and has a number of rights that other owners do not have. These Bylaws are to be

construed liberally to give effect to the drafter's intent of favorable and preferential treatment of Declarant.

14.2. CONFLICTING PROVISIONS. If any provision of these Bylaws conflicts with any provision of the applicable laws of the State of Texas, the conflicting Bylaws provision is null and void, but all other provisions of these Bylaws remains in full force and effect. If a provision of the Association's certificate of formation or Articles of Association conflicts with these Bylaws, the certificate of formation or Articles controls. In the case of any conflict between the Declaration and these Bylaws, the Declaration controls.

14.3. SEVERABILITY. Whenever possible, each provision of these Bylaws will be interpreted in a manner as to be effective and valid. Invalidation of any provision of these Bylaws, by judgment or court order, does not affect any other provision which remains in full force and effect.

14.4. CONSTRUCTION. The effect of a general statement is not limited by the enumerations of specific matters similar to the general. The captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. The singular is construed to mean the plural, when applicable, and the use of masculine or neuter pronouns includes the feminine.

14.5. FISCAL YEAR. The fiscal year of the Association will be set by resolution of the board, and is subject to change from time to time as the board determines. In the absence of a resolution by the board, the calendar year is the fiscal year.

14.6. WAIVER. No restriction, condition, obligation, or covenant contained in these Bylaws may be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

CERTIFICATION & ACKNOWLEDGMENT

As the Declarant of Newman Village and the initial and controlling member of Newman Village Homeowners Association, I certify that the foregoing Bylaws of Newman Village Homeowners Association were adopted for the benefit of the Association by the initial Board of Directors of Newman Village Homeowners Association at the organization meeting of the Board called by a majority of the Directors for the purpose of adopting these Bylaws.

SIGNED effective as of the 16th day of September, 2008.

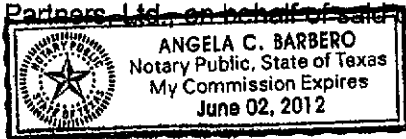
DARLING FRISCO PARTNERS, LTD.,
Texas limited partnership

By: Shoal Corporation, a Texas corporation, its
General Partner

By: Robert C. Darling
Robert C. Darling, Executive Vice President

STATE OF TEXAS)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the 15th day of October, 2008, by Robert C. Darling, Executive Vice President of Shoal Corporation, general partner of Darling Frisco Partners, Ltd., on behalf of said corporation and limited partnership.



Angela C. Barbero
NOTARY PUBLIC, STATE OF TEXAS

June 2, 2012
My Commission Expires

After recording, please return to:
Koons Real Estate Law, P.C.
3400 Carlisle Street, Suite 400
Dallas, Texas 75204
Attention: Kathryn L. Koons

**** Electronically Filed Document ****

Denton County
Cynthia Mitchell
County Clerk

Document Number: 2008-114155
Recorded As : ERX-RESTRICTIONS

Recorded On: October 21, 2008
Recorded At: 09:43:08 am
Number of Pages: 26

Recording Fee: \$111.00

Parties:
Direct- DARLING FRISCO PARTNERS LTD
Indirect-

Receipt Number: 530815
Processed By: Carmen Robinson

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

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.



THE STATE OF TEXAS)
COUNTY OF DENTON)

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

C Mitchell

County Clerk
Denton County, Texas

STNT/138/JUNGF#10810348

**DEDICATORY INSTRUMENTS CERTIFICATE
NEWMAN VILLAGE HOMEOWNERS ASSOCIATION**

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

NEWMAN VILLAGE HOMEOWNERS ASSOCIATION, a Texas non-profit corporation (the "Association") hereby records this Certificate in compliance with Texas Property Code §202.006, requiring filing of dedicatory instruments in the real property records of each county in which the property to which the dedicatory instrument relates is located. Attached to this Certificate as Exhibits B, C and D, respectively, are true and correct copies of:

- (i) Articles of Association of the Association filed with the Secretary of State of Texas (Exhibit B);
- (ii) Unanimous Consent of Board of Directors of the Association adopting the Bylaws of the Association (Exhibit C); and
- (iii) Bylaws of the Association as so adopted by the Board of Directors of the Association (Exhibit D).

The above-described instruments affect and relate to the Association and the real property in Denton County, Texas described in Exhibit A attached hereto (the "Property"). Restrictive covenants affecting the Property have been, and any amendments thereto have been or will be, recorded separately. The Articles of Association and the Bylaws may be amended from time to time. Current copies of the same may be obtained from the Association in accordance with Texas Property Code §207.003.

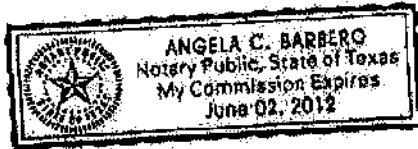
Dated as of September 16, 2008.

**NEWMAN VILLAGE HOMEOWNERS
ASSOCIATION,**
a Texas non-profit corporation

By Michael Slack
Michael Slack, President

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me this 16th day of September, 2008 by Michael Slack, the President of Newman Village Homeowners Association, a Texas non-profit corporation, on behalf of said corporation.



Angela C Barbero
Notary Public in and for the State of Texas

EXHIBITS:

- Exhibit A – Property Description
- Exhibit B – Articles of Association
- Exhibit C – Unanimous Consent of Board of Directors
- Exhibit D – Bylaws

EXHIBIT A

PROPERTY DESCRIPTION

100.3998 ACRES, less 10 lots:

BEING a tract of land out of the L. MORRELL SURVEY, Abstract No. 863, the J. MASTERS SURVEY, Abstract No. 831 and the MEP&P RR SURVEY, Abstract No. 921 in the City of Frisco, Denton County, Texas being part of a 20 acre tract of land and a 61 acre tract of land described in deed to Jim Randell Newman dated December 4, 1992 and recorded in Volume 3393, Page 218 of the Real Property Records of Denton County, Texas, being part of the tract of land described in deed to Dale Clinton Newman dated December 4, 1992 and recorded in Volume 3393, Page 228 of the Real Property Records of Denton County, Texas, being part of the tract of land described in deed to J.N. Newman and Deanie Newman dated August 15, 1979 and recorded in Volume 970, Page 756 of the Deed Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at 3/8" iron rod found in the south line of a 196.82 acre tract of land described in deed to Bert Fields, Jr., recorded in Volume 523, Page 684 of the Deed Records of Denton County, Texas, said iron rod being the northeast corner of a tract of land described in deed to Centex Homes recorded in Denton County Clerk's File No. 05-37863 and 05-51584 of the Real Property Records of Denton County, Texas;

THENCE with the south line of said Fields tract and along a fence, North 89°45'57" East, a distance of 1296.43 feet to a 5/8" iron rod set with a red plastic cap stamped "KHA" (hereinafter called 5/8" iron rod set) in the west line of said 61 acre tract of land;

THENCE with said west lines the following courses and distances to wit:

- South 00°14'03" East, a distance of 125.00 feet to a 5/8" iron rod set for the beginning of a non-tangent curve to the left with a radius of 500.00 feet, a central angle of 8°39'37", and a chord bearing and distance of North 85°26'08" East, 75.50 feet;
- Northeasterly, with said curve, an arc distance of 75.58 feet to a 5/8" iron rod set for the beginning of a reverse curve to the right with a radius of 750.00 feet, a central angle of 2°59'56", and a chord bearing and distance of North 82°36'18" East, 39.25 feet;
- Northeasterly, with said curve, an arc distance of 39.26 feet to a 5/8" iron rod set for corner;
- North 42°19'51" East, a distance of 14.83 feet to a 5/8" iron rod set for corner;
- North 87°06'20" East, a distance of 60.09 feet to a 5/8" iron rod set for corner;
- South 44°48'56" East, a distance of 14.14 feet to a 5/8" iron rod set for corner;
- South 89°48'23" East, a distance of 213.60 feet to a 5/8" iron rod set for the beginning of a tangent curve to the right with a radius of 300.00 feet, a central

angle of 22°10'01", and a chord bearing and distance of South 78°43'22" East, 115.34 feet;

-- Southeasterly, with said curve, an arc distance of 116.07 feet to a 5/8" iron rod set for the beginning of a reverse curve to the left with a radius of 338.00 feet, a central angle of 19°39'12", and a chord bearing and distance of South 77°27'57" East, 115.37 feet;

-- Southeasterly, with said curve, an arc distance of 115.94 feet to a 5/8" iron rod set for corner;

-- South 02°42'26" West, a distance of 60.00 feet to a 5/8" iron rod set for corner;

-- South 00°11'37" West, a distance of 101.53 feet to a 5/8" iron rod set for corner;

-- South 29°08'50" East, a distance of 14.16 feet to a 5/8" iron rod set for corner;

-- South 00°11'37" West, a distance of 474.90 feet to a 5/8" iron rod set for corner;

-- South 40°27'04" West, a distance of 80.97 feet to a 5/8" iron rod set for corner;

-- South 49°32'56" East, a distance of 137.22 feet to a 5/8" iron rod set for corner;

-- North 85°27'04" East, a distance of 14.14 feet to a 5/8" iron rod set for corner;

-- South 49°32'56" East, a distance of 60.00 feet to a 5/8" iron rod set for corner;

-- South 04°32'56" East, a distance of 14.14 feet to a 5/8" iron rod set for corner;

-- South 49°32'56" East, a distance of 39.93 feet to a 5/8" iron rod set for corner;

-- South 47°01'06" East, a distance of 113.23 feet to a 5/8" iron rod set for corner;

-- South 49°32'56" East, a distance of 74.53 feet to a 5/8" iron rod set for the beginning of a tangent curve to the right with a radius of 275.00 feet, a central angle of 8°39'18", and a chord bearing and distance of South 45°13'17" East, 41.50 feet;

Southeasterly, with said curve, an arc distance of 41.54 feet to a 5/8" iron rod set for corner;

-- South 40°53'38" East, a distance of 3.24 feet to a 5/8" iron rod set for corner;

-- South 82°42'25" East, a distance of 14.91 feet to a 5/8" iron rod set for corner;

-- South 33°27'33" East, a distance of 50.00 feet to a 5/8" iron rod set for the beginning of a non-tangent curve to the left with a radius of 220.00 feet, a central angle of 16°05'24", and a chord bearing and distance of South 48°29'45" West, 61.58 feet;

-- Southwesterly, with said curve, an arc distance of 61.78 feet to a 5/8" iron rod set for corner;

-- South 21°40'14" West, a distance of 15.53 feet to a 5/8" iron rod set for corner;

-- South 49°32'56" East, a distance of 106.77 feet to a 5/8" iron rod set for the beginning of a tangent curve to the left with a radius of 141.00 feet, a central angle of 31°00'59", and a chord bearing and distance of South 65°03'26" East, 75.40 feet;

-- Southeasterly, with said curve, an arc distance of 76.33 feet to a 5/8" iron rod set for corner;

-- South 80°33'56" East, a distance of 18.93 feet to a 5/8" iron rod set for corner;

-- North 19°21'43" East, a distance of 15.03 feet to a 5/8" iron rod set for corner;

-- South 89°48'23" East, a distance of 60.00 feet to a 5/8" iron rod set for corner;

- South 00°11'37" West, a distance of 6.34 feet to a 5/8" iron rod set for the beginning of a non-tangent curve to the right with a radius of 55.00 feet, a central angle of 24°05'24", and a chord bearing and distance of South 31°06'11" East, 22.95 feet;
- Southeasterly, with said curve, an arc distance of 23.12 feet to a 5/8" iron rod set for corner;
- South 77°48'54" East, a distance of 141.16 feet to a 5/8" iron rod set for corner;
- South 00°11'37" West, a distance of 55.35 feet to a 5/8" iron rod set for corner;
- South 40°27'04" West, a distance of 180.21 feet to a 5/8" iron rod set for the beginning of a tangent curve to the left with a radius of 40.00 feet, a central angle of 90°00'00", and a chord bearing and distance of South 04°32'56" East, 56.57 feet;
- Southeasterly, with said curve, an arc distance of 62.83 feet to a 5/8" iron rod set for corner;
- South 40°27'04" West, a distance of 18.00 feet to a 5/8" iron rod set for the beginning of a non-tangent curve to the left with a radius of 40.00 feet, a central angle of 90°00'00", and a chord bearing and distance of South 85°27'04" West, 56.57 feet;
- Southwesterly, with said curve, an arc distance of 62.83 feet to a 5/8" iron rod set for corner;
- South 40°27'04" West, a distance of 115.00 feet to a 5/8" iron rod set for corner;
- South 31°06'51" East, a distance of 15.81 feet to a 5/8" iron rod set for corner;
- South 40°27'04" West, a distance of 117.00 feet to a 5/8" iron rod set for corner;
- North 67°59'02" West, a distance of 15.81 feet to a 5/8" iron rod set for corner;
- South 40°27'04" West, a distance of 115.00 feet to a 5/8" iron rod set for the beginning of a tangent curve to the left with a radius of 40.00 feet, a central angle of 90°00'00", and a chord bearing and distance of South 04°32'56" East, 56.57 feet;
- Southeasterly, with said curve, an arc distance of 62.83 feet to a 5/8" iron rod set for corner;
- South 40°27'04" West, a distance of 18.00 feet to a 5/8" iron rod set for the beginning of a non-tangent curve to the left with a radius of 40.00 feet, a central angle of 90°00'00", and a chord bearing and distance of South 85°27'04" West, 56.57 feet;
- Southwesterly, with said curve, an arc distance of 62.83 feet to a 5/8" iron rod set for corner;
- South 40°27'04" West, a distance of 90.00 feet to a 5/8" iron rod set for corner;
- South 31°06'51" East, a distance of 15.81 feet to a 5/8" iron rod set for corner;
- South 40°27'04" West, a distance of 50.00 feet to a 5/8" iron rod set for corner;
- North 49°32'56" West, a distance of 16.33 feet to a 5/8" iron rod set for corner;
- North 67°59'02" West, a distance of 15.81 feet to a 5/8" iron rod set for corner;
- South 40°27'04" West, a distance of 90.00 feet to a 5/8" iron rod set for the beginning of a tangent curve to the left with a radius of 40.00 feet, a central angle

of 90°00'00", and a chord bearing and distance of South 04°32'56" East, 56.57 feet;

Southeasterly, with said curve, an arc distance of 62.83 feet to a 5/8" iron rod set for corner;

- South 49°32'56" East, a distance of 94.93 feet to a 5/8" iron rod set for corner;
- South 40°27'04" West, a distance of 18.00 feet to a 5/8" iron rod set for corner;
- North 49°32'56" West, a distance of 58.00 feet to a 5/8" iron rod set for corner;
- South 40°27'04" West, a distance of 150.00 feet to a 5/8" iron rod set for corner;
- South 49°32'56" East, a distance of 58.00 feet to a 5/8" iron rod set for corner;
- South 40°27'04" West, a distance of 60.00 feet to a 5/8" iron rod set for corner;
- North 49°32'56" West, a distance of 23.13 feet to a 5/8" iron rod set for the beginning of a tangent curve to the left with a radius of 485.50 feet, a central angle of 9°53'02", and a chord bearing and distance of North 54°29'27" West, 83.65 feet;
- Northwesterly, with said curve, an arc distance of 83.75 feet to a 5/8" iron rod set for the beginning of a non-tangent curve to the right with a radius of 108.50 feet, a central angle of 22°26'28", and a chord bearing and distance of South 46°26'34" West, 42.22 feet;
- Southwesterly, with said curve, an arc distance of 42.50 feet to a 5/8" iron rod set for the beginning of a non-tangent curve to the right with a radius of 634.00 feet, a central angle of 37°52'32", and a chord bearing and distance of South 19°59'50" West, 411.52 feet;
- Southwesterly, with said curve, an arc distance of 419.11 feet to a 5/8" iron rod set for corner;
- South 45°59'00" West, a distance of 143.58 feet to a 5/8" iron rod set for corner;
- South 49°44'15" West, a distance of 34.96 feet to a 5/8" iron rod set for corner;
- South 02°53'50" West, a distance of 117.65 feet to a 5/8" iron rod set for corner;
- South 43°46'25" East, a distance of 39.44 feet to a 5/8" iron rod set for the beginning of a tangent curve to the left with a radius of 1052.92 feet, a central angle of 46°07'00", and a chord bearing and distance of South 66°49'55" East, 824.79 feet;
- Southeasterly, with said curve, an arc distance of 847.48 feet to a 5/8" iron rod set for corner;
- South 89°53'25" East, a distance of 515.33 feet to a 5/8" iron rod set for corner;
- South 00°06'35" West, a distance of 43.00 feet to a 5/8" iron rod set in the north-right-of-way line of Eldorado Parkway (FM 2934 -- variable width ROW);

THENCE with said north right-of-way line, the following courses and distances to wit:

- North 89°53'25" West, a distance of 515.33 feet to a 5/8" iron rod set, for the beginning of a tangent curve to the right with a radius of 1095.92 feet, a central angle of 46°07'00", and a chord bearing and distance of North 66°49'55" West, 858.47 feet;

- Northwesterly, with said curve, an arc distance of 882.09 feet to a 5/8" iron rod set for corner;
- North 43°46'25" West, a distance of 473.76 feet to a 5/8" iron rod set, for the beginning of a tangent curve to the left with a radius of 1195.92 feet, a central angle of 32°08'41", and a chord bearing and distance of North 59°50'45" West, 662.18 feet;
- Northwesterly, with said curve, an arc distance of 670.95 feet to a 5/8" iron rod set in the southerly line of a 1.61 acre tract of land described in deed to the Frisco Independent School District recorded in Denton County Clerk's File No. 2006-34213 of the Real Property Records of Denton County, Texas;

THENCE with the east line of said 1.61 acre part of the way, the following courses and distances to wit:

- North 33°01'51" West, a distance of 50.60 feet to a 5/8" iron rod set for corner;
- North 10°57'34" East, a distance of 67.18 feet to a 5/8" iron rod set, for the beginning of a tangent curve to the left with a radius of 480.00 feet, a central angle of 27°17'34", and a chord bearing and distance of North 02°41'13" West, 226.49 feet;
- Northwesterly, with said curve, an arc distance of 228.65 feet to a 5/8" iron rod set for corner;
- North 16°20'00" West, a distance of 121.66 feet to a 5/8" iron rod set, for the beginning of a tangent curve to the right with a radius of 420.00 feet, a central angle of 22°20'15", and a chord bearing and distance of North 05°09'53" West, 162.71 feet;
- Northwesterly, with said curve, an arc distance of 163.74 feet to a 5/8" iron rod set for corner;
- North 06°00'15" East, a distance of 143.67 feet to a 5/8" iron rod set, for the beginning of a tangent curve to the right with a radius of 420.00 feet, a central angle of 39°24'10", and a chord bearing and distance of North 25°42'20" East, 283.18 feet;
- Northeasterly, with said curve, an arc distance of 288.84 feet to a 5/8" iron rod set for corner;
- North 45°24'25" East, a distance of 115.37 feet to a 5/8" iron rod set, for the beginning of a tangent curve to the left with a radius of 480.00 feet, a central angle of 45°38'30", and a chord bearing and distance of North 22°35'10" East, 372.34 feet;
- Northeasterly, with said curve, an arc distance of 382.37 feet to a 5/8" iron rod set for corner;
- North 00°14'03" West, a distance of 286.97 to a 5/8" iron rod set for corner;
- South 89°44'34" West, a distance of 905.34 feet to a 5/8" iron rod set in the east line of two tracts of land described in deed to Centex Homes recorded in Denton County Clerk's File No. 05-37863 and 05-51584 of the Real Property Records of Denton County, Texas;

THENCE with said east line and along a fence, North 00°15'28" West, a distance of 770.27 feet to the **POINT OF BEGINNING** and containing 100.3998 gross acres of land;

SAVE AND EXCEPT THE FOLLOWING 10 LOTS:

Lots 1 through 10, Block Q, Newman Village Phase One, a subdivision in the City of Frisco, Denton County, Texas, according to the map or plat thereof recorded on 8/29/08 in Cabinet Y, Pages 604-606 of the Plat Records of Denton County, Texas.

**** Electronically Filed Document ****

Denton County
Cynthia Mitchell
County Clerk

Document Number: 2008-114154
Recorded As : ERX-RESTRICTIONS

Recorded On: October 21, 2008
Recorded At: 09:42:19 am
Number of Pages: 2

Recording Fee: \$15.00

Parties:
Direct- NEWMAN VILLAGE HOMEOWNERS ASSOCIATION
Indirect-

Receipt Number: 530815
Processed By: Carmen Robinson

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

.Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.



THE STATE OF TEXAS)
COUNTY OF DENTON)

I hereby certify that this instrument was FILED in the FDs Number above on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

C Mitchell

County Clerk
Denton County, Texas

EXHIBIT C

UNANIMOUS CONSENT OF BOARD OF DIRECTORS

**WRITTEN CONSENT IN LIEU OF THE
ORGANIZATIONAL MEETING OF THE BOARD OF DIRECTORS
OF NEWMAN VILLAGE HOMEOWNERS ASSOCIATION**

Dated: As of September 16, 2008

The undersigned, constituting the initial Board of Directors designated in the Articles of Association of **NEWMAN VILLAGE HOMEOWNERS ASSOCIATION**, a non-profit corporation organized under the laws of the State of Texas, approved by the Secretary of State of the State of Texas and on file with the Secretary of State and the Association, hereby consent to the adoption of the following resolutions.

1. **Articles of Association:**

RESOLVED, that the Articles of Association of the Association dated as of the date first written above, as filed and approved by the Secretary of State of the State of Texas, are hereby approved and accepted as the Articles of Association of this Association.

2. **Directors:**

RESOLVED, that the undersigned, being the persons named in the Articles of Association of the Association as the initial Board of Directors of the Association, hereby accept such appointment and each agrees to serve as a director of the Association for the term indicated in the Articles of Association and until his successor shall have been duly elected and qualified, or until his or her earlier death, resignation, disqualification or removal from office.

3. **Minute Book:**

RESOLVED, that the Minute Book presented to the Secretary is approved and adopted, and the Secretary is directed to insert into it the Articles of Association and Certificate of Association issued by the Texas Secretary of State, the Bylaws and all minutes of meetings of the Board of Directors and committees thereof and of the members.

4. **Bylaws:**

RESOLVED, that the Bylaws in the form executed and inserted by the Secretary in the corporate Minute Book are adopted as the Bylaws of this Association.

5. Officers:

RESOLVED, that the following persons are elected to the office or offices set forth below opposite their names, to serve until the first (1st) annual meeting of the Board of Directors of the Association and until their respective successors shall have been duly elected and qualified, or until their earlier death, resignation, disqualification or removal from office, respectively:

<u>Name</u>	<u>Office</u>
Michael Slack	President and Secretary
Cheryl Turner	Vice President
Brett Gardner	Treasurer

6. Depository and Borrowing Resolutions:

RESOLVED, that a regular bank account in the name of the Association be opened in such depositories as the President or any Vice President of the Association shall from time to time designate, wherein may be deposited any of the funds of the Association and from which withdrawals are hereby authorized in the name of the Association by the signature of any one (1) of such executive officers of the Association.

RESOLVED FURTHER, that the Secretary or any Assistant Secretary of the Association is authorized and directed to certify to such bank resolutions authorizing the opening of such bank accounts in such form as said bank may customarily require, and such resolutions shall be deemed to be copied in these minutes as if set forth herein in full.

7. Incorporation Expenses:

RESOLVED, that the Treasurer of the Association is authorized and directed to pay out of the funds of the Association all fees and expenses incurred incidental and necessary to the organization of the Association.

8. Operations in Ordinary Course of Business:


RESOLVED, that the President of this Association is authorized to execute and deliver on behalf of this Association any and all agreements, contracts, deeds, mortgages, guarantees, bonds, assignments, leases, releases, bids, bills of sale, offers, applications and other legal documents and instruments which may be necessary or expedient in, or incident to, the conduct of the ordinary business of this Association; and that the Secretary of this Association is authorized to affix the corporate seal of this Association, if required, to any such document or instrument and to attest said seal when the same is so affixed.


RESOLVED FURTHER, that the officers of the Association are authorized and empowered in the name of, and on behalf of the Association, from time to time to do, negotiate or cause to be done all acts or things and to execute and deliver all instruments and documents as shall be necessary, desirable or appropriate to carry out the purposes and intent of the foregoing resolutions.

9. Fiscal Year:

RESOLVED, that the fiscal year of the Association shall begin on the first (1st) day of January and end of the last day of December in each year; and that the Treasurer of the Association is authorized, empowered and directed, on behalf of the Association, to keep the books of account and financial records of the Association in accordance with such fiscal year.

EXECUTED as of (although not necessarily on) the date first above written.


MICHAEL SLACK


CHERYL TURNER


BRETT GARDNER

Being all of the Directors of the Association.

Denton County
Juli Luke
County Clerk

Instrument Number: 86355

ERecordings-RP
AMENDMENT

Recorded On: July 19, 2016 11:48 AM

Number of Pages: 7

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

Total Recording: 50.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 86355
Receipt Number: 20160719000083
Recorded Date/Time: July 19, 2016 11:48 AM
User:
Station: Station 20

Record and Return To:



STATE OF TEXAS
COUNTY OF DENTON

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

Juli Luke
County Clerk
Denton County, TX

**FIFTH SUPPLEMENT
TO THE
DEDICATORY INSTRUMENT CERTIFICATE
FOR NEWMAN VILLAGE
[First Amendment to Bylaws]**

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DENTON §

THIS FIFTH SUPPLEMENT TO DEDICATORY INSTRUMENT CERTIFICATE FOR NEWMAN VILLAGE (this "Fifth Supplement") is made this 18th day of July, 2016, by Newman Village Homeowners Association (the "Association").

WITNESSETH:

WHEREAS, Darling Frisco Partners, Ltd. ("Declarant") prepared and recorded an instrument entitled "First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village" on or about September 11, 2008, as Document No. 2008-99716 of the Real Property Records of Denton County, Texas, as amended and supplemented (the "Declaration"); and

WHEREAS, the Association is the property owners' association created to manage or regulate the planned development covered by the Declaration, which development is more particularly described in the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, on or about November 12, 2008, the Association filed a Dedicatory Instruments Certificate [for] Newman Village Homeowners Association as Document No. 2008-121275 of the Real Property Records of Denton County, Texas (the "Notice"); and

WHEREAS, on or about March 1, 2012, the Association filed a First Supplement to Dedicatory Instrument Certificate for Newman Village as Document No. 2012-20766 of the Real Property Records of Denton County, Texas (the "First Supplement"); and

WHEREAS, on or about July 10, 2012, the Association filed a Second Supplement to Dedicatory Instrument Certificate for Newman Village as Document No. 2012-73953 of the Real Property Records of Denton County, Texas (the "Second Supplement"); and

WHEREAS, on or about April 29, 2015, the Association filed a Third Supplement to the Dedicatory Instrument Certificate for Newman Village as Document No. 2015-44420 of the Real Property Records of Denton County, Texas (the "Third Supplement"); and

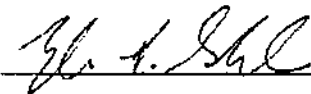
WHEREAS, on or about December 14, 2015, the Association filed a Fourth Supplement to the Dedicatory Instrument Certificate for Newman Village as Document No. 2015-142806 of the Real Property Records of Denton County, Texas (the "Fourth Supplement"); and

WHEREAS, the Association desires to again supplement the Notice with the dedicatory instrument attached as Exhibit "A" pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instrument attached hereto as **Exhibit "A"** is a true and correct copy of the original and is hereby filed of record in the Real Property Records of Denton County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Fifth Supplement to be executed by its duly authorized agent as of the date first above written.

**NEWMAN VILLAGE
HOMEOWNERS ASSOCIATION,**
a Texas non-profit corporation

By: 

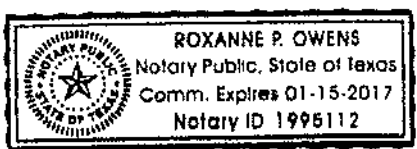
Its: HOA BOARD PRESIDENT

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF Collin §

BEFORE ME, the undersigned authority, on this day personally appeared Zach Schneider, President of Newman Village Homeowners Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 18 day of July, 2016.



Roxanne P. Owens
Notary Public, State of Texas
1/15/2017
My Commission Expires

Exhibit "A"

First Amendment to the Bylaws of Newman Village Homeowners Association

**FIRST AMENDMENT TO THE
BYLAWS OF
NEWMAN VILLAGE HOMEOWNERS ASSOCIATION
[Declarant Appointment of Directors]**

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DENTON §

This **FIRST AMENDMENT TO THE BYLAWS OF NEWMAN VILLAGE HOMEOWNERS ASSOCIATION** (this "First Amendment") is adopted by Darling Frisco Partners, Ltd., a Texas limited partnership (the "Declarant").

WITNESSETH:

WHEREAS, Declarant prepared and recorded an instrument entitled "First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village" on or about September 11, 2008, as Instrument No. 2008-99716 of the Real Property Records of Denton County, Texas (the "Declaration"); and

WHEREAS, the Bylaws of Newman Village Homeowners Association were adopted on or about September 16, 2008, and recorded on or about October 21, 2008, as Instrument No. 2008-114155 of the Real Property Records of Denton County, Texas (the "Bylaws"); and

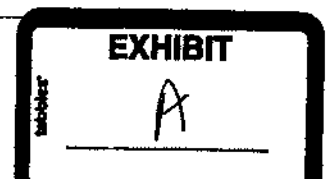
WHEREAS, Article 13, Section 13.1 of the Bylaws provides that the Bylaws may be amended by the board or by Declarant, without a vote of the members required, for any purpose, provided the proposed amendment has the prior unanimous approval of the Directors; and

WHEREAS, the Declarant desires to adopt the following amendment to the Bylaws, which has been unanimously approved by the Directors of Newman Village Homeowners Association.

NOW, THEREFORE, the Bylaws are amended as follows:

1. Amend Article 12, Section 12.2 of the Bylaws by deleting that section in its entirety and replacing it with the following:

12.2. **BOARD OF DIRECTORS**. The initial directors, officers and Architectural Committee members will be appointed by Declarant and need not be owners or residents. Directors appointed by Declarant may not be removed by the owners and may be removed by Declarant only during the Declarant Control Period. Further, during the Declarant Control Period, Declarant has the right to fill vacancies of any board director, officer or Architectural Committee member vacated by a Declarant appointee.



Denton County
Juli Luke
County Clerk

Instrument Number: 33409

ERecordings-RP

NOTICE

Recorded On: February 26, 2021 10:07 AM

Number of Pages: 11

" Examined and Charged as Follows: "

Total Recording: \$66.00

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

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 33409
Receipt Number: 20210226000246
Recorded Date/Time: February 26, 2021 10:07 AM
User: Kraig T
Station: Station 25

Record and Return To:

Corporation Service Company



STATE OF TEXAS
COUNTY OF DENTON

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

Juli Luke
County Clerk
Denton County, TX

**NINTH SUPPLEMENT TO THE DEDICATORY INSTRUMENT
CERTIFICATE FOR NEWMAN VILLAGE**

**STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DENTON §**

This **NINTH SUPPLEMENT TO THE DEDICATORY INSTRUMENT CERTIFICATE FOR NEWMAN VILLAGE** (hereinafter "Ninth Supplement") is made this 25th day of February, 2021, by the Newman Village Homeowners Association (hereinafter "Association").

WITNESSETH

WHEREAS, Darling Frisco Partners, Ltd. ("Declarant") prepared and recorded an instrument entitled "First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village" on or about September 11, 2008, as Document No. 2008-99716 of the Real Property Records of Denton County, Texas, as amended and supplemented (the "Declaration"); and

WHEREAS, the Association is the property owners' association created to manage or regulate the planned development covered by the Declaration, which development is more particularly described in the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, on or about November 12, 2008, the Association filed a Dedicatory Instrument Certificate for Newman Village as Document No. 2008-121275 of the Real Property Records of Denton County, Texas (the "Dedicatory Instrument Certificate"); and

WHEREAS, on or about March 1, 2012, the Association filed a First Supplement to the Dedicatory Instrument Certificate for Newman Village as Document No. 2012-20766 of the Real Property Records of Denton County, Texas (the "First Supplement"); and

WHEREAS, on or about July 10, 2012, the Association filed a Second Supplement to the Dedicatory Instrument Certificate for Newman Village as Document No. 2012-73953 of the Real Property Records of Denton County, Texas (the "Second Supplement"); and

WHEREAS, on or about April 29, 2015, the Association filed a Third Supplement to the Dedicatory Instrument Certificate for Newman Village as Document No. 2015-44420 of the Real Property Records of Denton County, Texas (the "Third Supplement"); and

WHEREAS, on or about December 14, 2015, the Association filed a Fourth Supplement to the Dedicatory Instrument Certificate for Newman Village as Document No. 2015-142806 of the Real Property Records of Denton County, Texas (the “Fourth Supplement”); and

WHEREAS, on or about July 19, 2016, the Association filed a Fifth Supplement to the Dedicatory Instrument Certificate for Newman Village as Document No. 2016-86355 of the Real Property Records of Denton County, Texas (the “Fifth Supplement”); and

WHEREAS, on July 17, 2017, the Association filed a Sixth Supplement to the Dedicatory Instrument Certificate for Newman Village as Document No. 85946 in the Real Property Records of Denton County, Texas (the “Sixth Supplement”); and

WHEREAS, on July 17, 2017, the Association filed a First Amendment to the First Supplement to the Dedicatory Instrument Certificate for Newman Village as Document No. 2017-85967 in the Real Property Records of Denton County, Texas (the “First Amendment to First Supplement”); and

WHEREAS, on October 20, 2017, the Association filed a Second Amendment to the First Supplement to the Dedicatory Instrument Certificate for Newman Village as Document No. 2017-130101 in the Real Property Records of Denton County, Texas (the “Second Amendment to First Supplement”); and

WHEREAS, on May 24, 2018, the Association filed a Seventh Supplement to the Dedicatory Instrument Certificate for Newman Village as Document No. 2018-59035 in the Real Property Records of Denton County, Texas (the “Seventh Supplement”); and

WHEREAS, on July 6, 2018, the Association filed an Eighth Supplement to the Dedicatory Instrument Certificate for Newman Village as Document No. 2018-78782 in the Real Property Records of Denton County, Texas (the “Eighth Supplement”); and

WHEREAS, the Association desires to supplement the Dedicatory Instrument Certificate by recording the attached dedicatory instrument in the Real Property Records of Denton County, Texas, pursuant to and in accordance with, Section 202.006 of the Texas Property Code; and

NOW, THEREFORE, the dedicatory instrument attached hereto as **Exhibit “A”** is a true and correct copy of the original and is hereby filed of record in the Real Property Records of Denton County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Association has caused this Ninth Supplement to the Dedicatory Instrument Certificate to be executed by its duly authorized agent as of the date first above written.

**NEWMAN VILLAGE HOMEOWNERS ASSOCIATION,
a Texas non-profit corporation**

By: [Signature]
Name: RYAN HUEY
Title: PRESIDENT

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This Instrument was acknowledged before me on this 25th day of February, 2021, by Ryan Huey as President of Newman Village Homeowners Association.

[Signature]
Notary Public in and for the State of Texas

My commission expires: 1/15/2025

AFTER RECORDING, RETURN TO:
Daniel E. Pellar
The Pellar Law Firm, PLLC
2591 Dallas Parkway, Suite 300
Frisco, Texas 75034



DEDICATORY INSTRUMENTS

EXHIBIT A

1. Second Amendment to The Bylaws of Newman Village Homeowners Association. [6 PAGES ATTACHED]

A

**SECOND AMENDMENT TO THE BYLAWS OF
NEWMAN VILLAGE HOMEOWNERS ASSOCIATION**

**STATE OF TEXAS §
 §
COUNTY OF DENTON §**

KNOW ALL MEN BY THESE PRESENTS:

This **SECOND AMENDMENT TO THE BYLAWS OF NEWMAN VILLAGE HOMEOWNERS ASSOCIATION** ("Second Amendment") is made this 28th day of JANUARY, 2021 by the Board of Directors of the Newman Village Homeowners Association (the "Association").

WITNESSETH

WHEREAS, the Bylaws of Newman Village Homeowners Association are attached as Exhibit "D" to the Dedicatory Instruments Certificate Newman Village Homeowners Association filed in the Real Property Records of Denton County, Texas on or about October 21, 2008 as Document No. 2008-114153 and on November 12, 2008 corrected by filing of Document No. 2008-121275; and the First Amendment attached as Exhibit "A" to the Fifth Supplement to the Dedicatory Instrument Certificate for Newman Village [First Amendment to Bylaws] filed in the Real Property Records of Denton County, Texas on or about July 19, 2016 as Document No. 2016-86355 (herein after as amended and supplemented from time to time the "Bylaws"); and

WHEREAS, Article 13, Section 13.1 of the Bylaws gives the Board of Directors of the Association the power and authority to amend the Bylaws by unanimous consent; and

WHEREAS; the following amendments to the Bylaws were unanimously approved by the Board of Directors pursuant to the Bylaws.

NOW, THEREFORE, the Bylaws are amended as follows:

1. Article 2, Section 2.1 is rescinded, in its entirety, and replaced by the following:
 - 2.1.NUMBER AND TERM OF OFFICE. The provisions of Sections 2.1, 2.2, 2.3, 2.4, 2.5, 2.6 and 2.7.1 of these Bylaws shall apply only after the Declarant Control Period has ended as to the Property (other than the Homestead Land) (the "Transition Date"). The number of directors can be changed by amendment of these Bylaws with the current number of directors being seven (7). The number of directors may be changed by amendment. However, the Board of Directors may have no less than three (3) and no more than nine (9) directors. For the first election on or after the Transition Date (the "Transition Election"), the four (4) candidates receiving the most votes in the election will serve a two (2) year term and the remaining three (3) will serve one (1) year terms.

Thereafter, all elected directors will serve two (2) year terms pursuant to Section 2.2 herein. A director takes office upon the adjournment of the meeting or balloting at which time said director is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until a successor is elected or appointed.

2. Article 2, Section 2.2 is rescinded, in its entirety, and replaced by the following:

2.2. Staggered Terms. For elections after the Transition Election, candidates elected to fill an expiring director position on the board will all serve two (2) year terms for all future election cycles.

3. Article 2, Section 2.3.1 is rescinded, in its entirety, and replaced by the following:

2.3.1. Owners. All directors must be Members of the Association or spouses of Members. Tenants are excluded from serving on the Board of Directors with the exception of a Member who is temporarily leasing while such Owner/Member's Lot and home are being constructed or remodeled in Newman Village. A director must be at least twenty-one (21) years of age.

4. Article 2, Section 2.5 is rescinded, in its entirety, and replaced by the following:

2.5. VACANCIES. Subject to the exceptions below, vacancies on the board caused by any reason are filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the board. Each director so elected serves until the next Annual meeting of the Association, at which time a successor will be elected by the Members of the Association to fill the remainder (if any) of the term that was vacated. The exceptions to board-elected replacements are (1) removal of a director by a vote of the Association's Members, who will elect a replacement, and (2) a vacancy occurring because of an increase in the number of directors, which also will be filled by election of the Members.

5. Except as amended by this Second Amendment, the Bylaws shall remain in full force and effect.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the undersigned officer of the Association certifies that the foregoing amendment was unanimously approved by the Board at a meeting held on the 28th day of January, 2021.

**NEWMAN VILLAGE HOMEOWNERS ASSOCIATION,
a Texas non-profit corporation**

By: [Signature]
Name: RYAN HUEY
Title: PRESIDENT

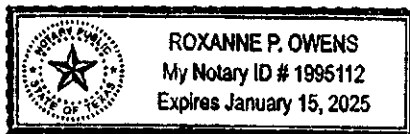
ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF DENTON §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 25 DAY OF February, 2021, BY Ryan Huey, President OF NEWMAN VILLAGE HOMEOWNERS ASSOCIATION, A TEXAS NON-PROFIT CORPORATION, ON BEHALF OF SAID CORPORATION.

[Signature]
Notary Public in and for the State of Texas

My commission expires: 1/15/2025



ACKNOWLEDGMENT, AGREEMENT AND JOINDER BY DECLARANT:

The undersigned, as the Declarant, hereby joins in the execution of this Second Amendment to evidence its acknowledgement of, and agreement to, this Second Amendment.

DARLING FRISCO PARTNERS, LTD.,
a Texas limited partnership

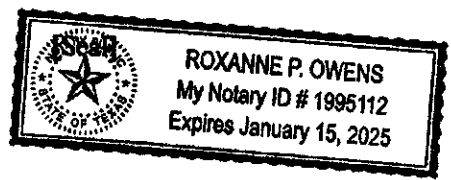
By: DFP Texas (GP), LLC,
a Texas limited liability company,
its General Partner

By: [Signature]
Name: Ryan Hines
Title: VP

By: [Signature]
Name: Louisa Jones
Title: VP

STATE OF TEXAS §
 §
COUNTY OF Denton §

This instrument was acknowledged before me on the 25 day of February, 2021,
by Ryan Hines, VP of DFP Texas (GP), LLC, a Texas limited liability
company, the General Partner of Darling Frisco Partners, Ltd., a Texas limited partnership, on
behalf of said limited liability company and limited partnership.



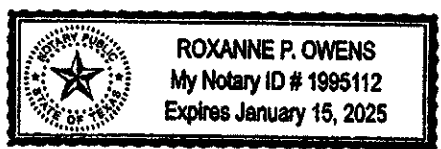
[Signature]
Notary Public, State of Texas
My Commission expires: 1/15/2025

STATE OF TEXAS §
COUNTY OF Denton §
§

This instrument was acknowledged before me on the 25 day of Feb, 2021, by Jordyn Jones, VP of DFP Texas (GP), LLC, a Texas limited liability company, the General Partner of Darling Frisco Partners, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

[Seal]

Roxanne P. Owens
Notary Public, State of Texas



My Commission expires:
1/15/25

**COVENANTS, CONDITIONS
&
RESTRICTIONS**

**** Electronically Filed Document ****

Denton County
Cynthia Mitchell
County Clerk

Document Number: 2008-99716
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Indirect-

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Processed By: Patsy Sallee

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

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.



THE STATE OF TEXAS
COUNTY OF DENTON

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

C Mitchell

County Clerk
Denton County, Texas

STNT/138/jah/GF# 10010348

FIRST AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
NEWMAN VILLAGE

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FIRST AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
NEWMAN VILLAGE

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Declarant filed its Declaration of Covenants, Conditions and Restrictions for Newman Village dated June 28, 2006 under Document No. 2006-79420 of the Official Records of Denton County, Texas. Subsequently, on March 28, 2007, Declarant filed its Corrective Amendment of Declaration of Covenants, Conditions and Restrictions for Newman Village, dated to be effective June 28, 2006, under Document No. 2007-36288 of the Official Records of Denton County, Texas. By this First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, Declarant desires to amend and restate the foregoing in order to make certain corrections and revisions. Accordingly, this First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village hereby supercedes, replaces and restates the foregoing in their entirety.

This FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NEWMAN VILLAGE ("Declaration") is executed to be effective as of June 28, 2006 by Darling Frisco Partners, Ltd., a Texas limited partnership.

RECITALS:

WHEREAS, Darling Frisco Partners, Ltd., a Texas limited partnership (hereinafter called "Declarant"), is the owner of all of the real property in Denton County, Texas described on Exhibit "A" attached hereto (the "Property");

WHEREAS, Declarant desires to subject the Property to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth;

WHEREAS, Declarant desires to create and carry out a uniform plan for the improvement, development and sale of the Property for the benefit of the present and future owners of the Property, subject to the provisions hereof permitting this Declaration to be amended whereby such plan would be modified;

NOW, THEREFORE, IT IS HEREBY DECLARED that all of the Property (as same is defined herein and may hereafter be supplemented pursuant to Section 2.02 hereof or reduced pursuant to Section 2.03 hereof) shall be held, sold, conveyed and occupied subject to the covenants, conditions, restrictions and easements set forth in this Declaration (as this Declaration may be

supplemented by Supplemental Declarations hereafter recorded), which shall run with the Property and be binding on all parties having any right, title, or interest in or to the Property or any part thereof, and their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof; and that each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, conditions, restrictions and easements, whether or not the same are set out or referred to in any such contract or deed.

ARTICLE I DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified:

1.01 Architectural Control Committee. “Architectural Control Committee” means the committee created pursuant to Article V of this Declaration.

1.02 Newman Village Architectural Control Committee Rules. “Newman Village Architectural Control Committee Rules” means the rules and regulations adopted by the Architectural Control Committee, as amended from time to time, as more fully described in Section 5.07 of this Declaration.

1.03 Articles of Incorporation. “Articles of Incorporation” means the Articles of Incorporation of the Association, filed in the office of the Secretary of State of Texas, as from time to time amended.

1.04 Assessment. “Assessment” means a Regular Assessment, a Special Assessment, an Individual Lot Assessment, or a Fine.

1.05 Association. “Association” means Newman Village Homeowners Association, Inc., a Texas non-profit corporation.

1.06 Association Rules. “Association Rules” means the rules and regulations related to the Property and its use and maintenance adopted by the Board of Directors from time to time.

1.07 Board of Directors. “Board of Directors” means the Board of Directors of the Association.

1.08 Bylaws. “Bylaws” means the Bylaws of the Association as adopted by the Board of Directors, as from time to time amended.

1.09 Common Elements. “Common Elements” means all land and Improvements conveyed, leased, dedicated or assigned by Declarant, or by a third party with the consent of Declarant, to the Association and/or designated as “Common Elements,”; including, but not limited to, common areas, open space (natural or landscaped), easements, signage, fencing and walls common to the Property, gates and gatehouses, any club house, biking and hiking trails, rights-of-

way, parkways, median strips, lighting, landscaping, and irrigation/sprinkling systems within the portion of the Property owned by the Association. Common Elements shall be owned and maintained by the Association as provided in this Declaration. Common Elements shall specifically include but not be limited to:

(a) Those areas within the Property which have been or in the future are conveyed to the Association or on which the Association obtains an easement, and sign, drainage, fence, entry features, landscaping and utility easements now or hereafter designated as Common Elements by Declarant;

(b) Roads, streets, open-space areas, and sidewalks, medians, utility lines and drainage facilities which serve more than one Lot and which are designated as Common Elements by Declarant and which are not dedicated to and/or accepted by governmental authority for maintenance or otherwise specifically accepted for maintenance by the Owner(s) of one or more Lots;

(c) General signage, landscaped areas and landscaped materials located on land owned by the Association;

(d) Detention ponds designated by Declarant, whether or not the Association owns the land thereunder;

(e) Irrigation equipment, water irrigation lines, fountains, pools, ponds and sprinklers now or hereafter designated as Common Elements by Declarant or installed within any Common Elements (including but not limited to easements which are Common Elements), but not including any public water lines dedicated to any governmental authority;

(f) Any other landscaped areas now or hereafter designated as Common Elements by Declarant;

(g) Signs owned by the Association and common signage for entryways, monuments, direction; and for the Property which are designated as Common Elements by Declarant;

(h) Lighting, irrigation, landscaping and erosion control systems, mechanisms and materials, including, but not limited to, retaining walls, vegetation, rock, or slope stabilization materials installed within any areas now or hereafter designated as Common Elements or by Declarant;

(i) Fencing, located on Common Elements, designated as Common Elements by Declarant; and

(j) Any club house and gates and gatehouses (if constructed) for use by the Owners and their tenants and guests.

1.10 Declarant. "Declarant" means Darling Frisco Partners, Ltd., a Texas limited partnership, its duly authorized representatives, or their respective successors or assigns; provided

that any assignment of the rights of Darling Frisco Partners, Ltd., as Declarant must be expressly set forth in writing and filed of record in the real property records of the county in which the Property is situated with reference to this Declaration, and the mere conveyance of a portion of the Property without written assignment of rights of Declarant shall not be sufficient to constitute an assignment of any of the rights of Declarant hereunder.

1.11 Declarant Control Period. "Declarant Control Period" shall mean the period of time commencing on the date of recording of this Declaration and ending upon the earliest to occur of:

(a) The date that Declarant records a Supplemental Declaration terminating the Declarant Control Period; or

(b) Sixty (60) days after the date that Declarant no longer owns any portion of the Property; provided, that if additional land is thereafter added to this Declaration by a Supplemental Declaration, the Declarant Control Period shall again be in force and effect until all Property, as same may from time to time be supplemented by a Supplemental Declaration, is no longer owned by Declarant.

Notwithstanding the termination of the Declarant Control Period, Declarant shall continue to have the rights and obligations of Declarant as stated herein except only for those rights and obligations which by the terms hereof terminate with the termination of the Declarant Control Period.

1.12 Declaration. "Declaration" means this instrument as it may be amended from time to time.

1.13 Fine. "Fine" has the meaning stated in Section 6.10 hereof.

1.14 Guidelines. "Guidelines" means those "Development and Architectural Guidelines" attached hereto as Exhibit "B", as same may be amended from time to time pursuant to Section 3.03 of this Declaration.

1.15 Improvements. "Improvements" means every structure on the Property and all appurtenances thereto of every type and kind, including, but not limited to, single family homes, buildings, outbuildings, storage sheds, gazebos, patios, driveways, walkways and paved areas, picnic areas, hiking and biking trails, fountains, green houses, barns, basements, swimming pools, ponds, garages, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning and exterior fixtures or equipment, pipes, lines, antennas, satellite dishes, towers and facilities used in connection with utilities.

1.16 Individual Lot Assessment. "Individual Lot Assessment" has the meaning stated in Section 6.05 hereof.

1.17 Lot. "Lot" means a single family residential lot developed and platted in the Subdivision.

1.18 Member, Membership. “Member” means any Owner holding membership rights in the Association, and “Membership” has a corresponding meaning.

1.19 Mortgage. “Mortgage” means any mortgage or deed of trust covering any portion of the Property given to secure the payment of a debt.

1.20 Mortgagee. “Mortgagee” means the holder of any Mortgage.

1.21 Owner. “Owner” means a person or entity, including Declarant, holding a fee simple interest in any portion of the Property, but does not include a Mortgagee, unless or until such Mortgagee forecloses on any Lot and becomes a fee simple owner thereof.

1.22 Person. “Person” means any individual or entity having the legal right to hold title to real property.

1.23 Preliminary Plans. “Preliminary Plans” means the preliminary plans required by the Architectural Control Committee pursuant to Section 5.08 hereof prior to the creation of working (construction) drawings.

1.24 Plans and Specifications. “Plans and Specifications” means any and all documents designed to guide or control the construction, alteration or erection of any Improvement, as more fully described in Section 5.08 hereof and in any applicable Newman Village Architectural Control Committee Rules.

1.25 Property. “Property” means the real property described on Exhibit “A” attached hereto, together with any land added to this Declaration pursuant to Section 2.02 hereof, less any land withdrawn from this Declaration pursuant to Section 2.03 hereof.

1.26 Regular Assessment. “Regular Assessment” has the meaning set forth in Section 6.03 hereof.

1.27 Special Assessment. “Special Assessment” has the meaning stated in Section 6.04 hereof.

1.28 Subdivision. “Subdivision” means a phase or part of the Property reflected by a recorded plat.

1.29 Supplemental Declaration. “Supplemental Declaration” shall mean any supplement to, or amendment of, this Declaration recorded prior to the end of the Declarant Control Period by Declarant, or recorded after the end of the Declarant Control Period in accordance with Section 9.02 hereof.

ARTICLE II
THE PROPERTY

2.01 General. Declarant may, at its option, add land to this Declaration, withdraw land from this Declaration, subdivide or combine Lots owned by Declarant, develop some or all of the Property, add restrictions to Subdivisions made a part of the Property, and/or sell all or any of the Property free of the restrictions set forth in this Declaration, all as provided in this Declaration.

IT IS CONTEMPLATED THAT ADDITIONAL REAL PROPERTY WILL BE ADDED TO THIS DECLARATION IN THE FUTURE, AND THAT COVENANTS, CONDITIONS AND RESTRICTIONS WILL BE IMPOSED ON SUCH ADDITIONAL PROPERTY AT THE ELECTION OF DECLARANT. ANY RESTRICTIONS ADDED TO SUCH ADDITIONAL PROPERTY MAY BE LESS RESTRICTIVE, OR MORE RESTRICTIVE, THAN THOSE STATED IN THIS DECLARATION.

2.02 Addition of Land. Declarant hereby reserves to itself and shall hereafter have the right (but not the obligation) at any time and from time to time during the Declarant Control Period, in its sole and absolute discretion, and without notice to or the approval of any Person, to impose this Declaration or a similar Declaration upon additional land adjacent, contiguous or nearby to the Property. Declarant may, at any time and from time to time during the Declarant Control Period, and whether or not any portion (but not all) of the land then subject to this Declaration shall have been sold by Declarant, add any other land to the Property by recording a Supplemental Declaration for that purpose, and upon such recording, this Declaration and the covenants, conditions, restrictions and obligations set forth herein, shall apply to the added land, and the rights, privileges, duties and liabilities of the Persons subject to this Declaration shall be the same with respect to the added land as with respect to the land originally covered by this Declaration, unless such Supplemental Declaration shall provide for changes to the Declaration to deal with the unique character of the added land or Declarant's development plans for the added land. In order to add land to the Property hereunder during the Declarant Control Period, Declarant shall be required only to record in the real property records of the county in which the Property is situated a notice of addition of land (in the form of a Supplemental Declaration) containing the following provisions:

- (a) A reference to this Declaration, which reference shall state the volume and page numbers of the real property records wherein this Declaration is recorded;
- (b) A statement that the provisions of this Declaration shall apply to the added land;
- (c) A legal description of the added land; and
- (d) Any covenants, conditions or restrictions that are different or unique to the added land.

2.03 Withdrawal of Land. Declarant hereby reserves to itself and shall hereafter have the right (but not the obligation) at any time and from time to time during the Declarant Control Period, in its sole and absolute discretion, and without notice to or the approval of any Person, to reduce or

withdraw land owned by Declarant from the Property, whether or not any land then subject to this Declaration shall have been sold by Declarant, and upon such withdrawal, this Declaration and the covenants, conditions, restrictions and obligations set forth herein shall no longer apply to those lands withdrawn. In order to withdraw lands from the Property hereunder during the Declarant Control Period, Declarant shall be required only to record in the real property records of the county in which the Property is situated a Supplemental Declaration containing the following provisions:

- (a) A reference to this Declaration, which reference shall state the volume and page numbers of the real property records wherein this Declaration is recorded;
- (b) A statement that the provisions of this Declaration shall no longer apply to the withdrawn land; and
- (c) A legal description of the withdrawn land, including any plats thereof.

2.04 Declarant's Right to Subdivide and Combine Lots. Notwithstanding anything to the contrary contained in this Declaration, Declarant reserves the right during the Declarant Control Period to divide and subdivide and Lot(s) owned by Declarant, to combine Lot(s) owned by Declarant, and to convey an easement or other interest less than the whole in any Lot(s) or Property owned by Declarant, all without the approval of the Architectural Control Committee or any other Owner. Each Owner, by purchase of a Lot in the Property, appoints Declarant as such Owner's true and lawful attorney-in-fact, coupled with an interest, for such Owner and in such Owner's name to execute all plats, re-plats and documents, and to grant consents, necessary for the subdivision or combination of any Lot(s) owned by Declarant during the Declarant Control Period. Each Owner agrees to execute any reasonable documentation to effect such subdivision or combination or to evidence such power-of-attorney as Declarant may request.

ARTICLE III RESTRICTIONS

3.01 General. The Property covered by this Declaration as of the date hereof is the single family residential Subdivision known, or to be known, as Newman Village, which is or will be located on the real property described on Exhibit "A" attached hereto. No other land is encumbered by, or made subject to, this Declaration as of the date hereof. Declarant contemplates a conceptual master plan for a multi-phase development which includes the Property and certain other property, but, as of the date hereof, this Declaration does not include any land other than the Property described on Exhibit "A" attached hereto. Pursuant to the terms of Article II hereof, Declarant may, at its option, add other land to the Property and thereby impose this Declaration upon additional land by recording a Supplemental Declaration for that express purpose, and upon such recording, this Declaration and the covenants, conditions, restrictions and obligations set forth herein, shall apply to the added land, subject to the provisions of Article II hereof. Until any such additional land, whether or not such land is now or hereafter shown, described or depicted in any plans, maps, drawings, literature, marketing materials or other information, is made subject to this Declaration by the recording of a Supplemental Declaration, such additional land shall not be included in the Property or otherwise bound by this Declaration and shall not be deemed to be a part of any common plan of development.

EACH PERSON ACQUIRING A LOT THAT IS ENCUMBERED BY THIS DECLARATION AGREES BY SUCH ACQUISITION, AND IS HEREBY NOTIFIED, THAT THIS DECLARATION AND THE COVENANTS, CONDITIONS AND RESTRICTIONS SET FORTH HEREIN, ARE NOT BINDING UPON AND DO NOT APPLY TO OR ENCUMBER ANY LAND OTHER THAN THE "PROPERTY" AS DESCRIBED ON EXHIBIT "A" ATTACHED HERETO.

EACH PERSON ACQUIRING A LOT THAT IS ENCUMBERED BY THIS DECLARATION ALSO AGREES BY SUCH ACQUISITION, AND IS HEREBY NOTIFIED, THAT ANY MASTER PLAN CONTAINING THE PROPERTY, AS IT MAY NOW EXIST OR BE HEREAFTER MODIFIED, DEPICTS DECLARANT'S GENERAL IDEA OF THE POSSIBLE BUILD-OUT OF THE PROPERTY AND THE POSSIBLE FUTURE EXPANSION OF DEVELOPMENT TO OTHER LAND; HOWEVER, ANY SUCH MASTER PLAN IS SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE, IS CONCEPTUAL ONLY, AND MAY NOT ACCURATELY DEPICT FUTURE DEVELOPMENT OF THE PROPERTY OR ANY OTHER PROPERTY. NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IS MADE WITH RESPECT TO ANY MASTER PLAN, AND ANY SUCH REPRESENTATION OR WARRANTY IS HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY THAT ANY ADDITIONAL LAND WILL BE ADDED TO THIS DECLARATION, OR THAT ANY MASTER PLAN ACCURATELY DEPICTS FUTURE DEVELOPMENT OF THE PROPERTY OR ANY ADDITIONAL LAND. ANY MASTER PLAN MAY NOT BE RELIED UPON FOR ANY PURPOSE WHATSOEVER UNLESS AND UNTIL IT IS EXPRESSLY ADOPTED BY DECLARANT BY A SUPPLEMENTAL DECLARATION EXPRESSLY RECORDED IN THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS.

3.02 Single Family Residential Use. Each Lot shall be improved and used solely for a newly constructed single family residential home or Common Elements. Except for the use of a room within a residence as an in-house office, which office use is secondary to the residential use on such Lot, no business, commercial, industrial, trade, professional or other non-residential activity or use of any nature, type, kind or description shall be conducted upon or from any home or within any Improvement located or constructed on such Lot. Notwithstanding the foregoing sentence, such in-house office shall not increase the number of cars parked on the street or interfere with adjoining homeowner's use and enjoyment of their residences or yards. In addition, such in-house office shall be professional in nature or encompass quiet inoffensive activities such as tutoring or piano or art lessons. No signs of any type advertising or describing in any way the in-home office use or business is permitted to be placed anywhere on such Lot or within or upon the home. Nothing in this subparagraph shall prohibit a Builder's (defined in Section 6.01(a) below) temporary use of a residence as a sales office until such Builder's last residence in the Subdivision is sold. No garage, garage house, storage building or other out-building (except for sales offices, model homes, and construction offices in model homes during the construction period) shall be occupied by any Owner, Tenant or other person prior to the erection of a residence.

3.03 Guidelines. Architectural design guidelines and minimum specifications for homes and other Improvements on Lots ("Guidelines") have been established by Declarant and are

available from Declarant and from the Architectural Control Committee at their respective addresses stated herein. The initial set of Guidelines is attached hereto as Exhibit "B". The Guidelines may be amended by Declarant at its discretion during the Declarant Control Period and by the Newman Village Architectural Control Committee after the Declarant Control Period. All designs for Improvements on Lots must conform to such Guidelines at the time of initial construction, and all designs for reconstruction or repair of Improvements must conform to the Guidelines as they exist at the time of reconstruction or repair. The Declarant, the Association and the Newman Village Architectural Control Committee shall have joint and several power and authority to enforce the Guidelines. All Improvements on the Property shall be placed, located, erected, constructed, installed and maintained in conformance with the Guidelines and Newman Village Architectural Control Committee Rules. All Improvements located, erected, constructed and installed upon the Property shall conform to and comply with all applicable governmental regulations, rules and ordinances. All activities of Owners, and those of their tenants, invitees, agents, employees and contractors on or about the Property, shall comply with all applicable governmental regulations, rules and ordinances.

3.04 Subdividing, Combining. Subject to the provisions of Section 2.04 hereof, no Lot shall be divided or subdivided, nor shall any Lots be combined to form one Lot, nor shall any easements or other interests therein less than the whole be conveyed by the Owner thereof, without the prior written approval of the Architectural Control Committee.

3.05 Signs. Declarant shall be permitted to erect such general informational signs for itself or Builders on the Property (including Common Elements) as Declarant shall in its sole discretion determine to be beneficial to the Property; and signage easements shall be deemed automatically granted to Declarant and to the Association for the establishment of, access to, maintenance of, and re-construction of, all such signs. Such signs may be established by Declarant (i) during construction of any Improvements by Declarant or its affiliates, (ii) in connection with the sale of any portion of the Property by Declarant or its affiliates, or (iii) in connection with the construction of Improvements by other Owners when such construction, in the opinion of Declarant, necessitates the addition or modification of signage to coordinate such Improvements with the development of the rest of the Property. For example, it is anticipated that model homes constructed by Builders will require significant monument signage as has become standard in the industry. Other than as permitted in the foregoing sentences, no sign, billboard or advertising of any kind shall be displayed to public view on the Property without the prior written consent of the Architectural Control Committee. The Architectural Control Committee may establish criteria and standards for permitted signs on the Property and require Owners to have signs professionally prepared meeting such criteria and standards for use on Lots developed by Owners.

3.06 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Property or to its occupants; provided however, offensive odors emanating from trash stored according to city code requirements shall not be restricted by this Declaration, but instead shall be governed by such city code. The Architectural Control Committee shall have the right to determine if any portion of the Property is in such an unsanitary, unsightly, offensive, or detrimental condition. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view by the public, as approved by the

Architectural Control Committee, and contents thereof disposed of regularly as required by the Association or local authority. Notwithstanding the foregoing sentence, materials incident to construction of Improvements may be stored uncovered and not screened on Lots and Common Elements during construction so long as construction progresses without undue delay. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Except during construction which is progressing without undue delay, no lumber, grass, shrub or tree clippings or piles, trimmed or fallen branches, metals, bulk materials or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures appropriately screened from public view.

3.07 Construction of Improvements. No construction of any Improvement shall commence upon any of the Property, and no site preparation shall be commenced upon any of the Property, without the prior written approval of the Architectural Control Committee. Notwithstanding any other provision herein, Declarant, and its successors and assigns shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and its Common Elements.

3.08 Alteration or Removal of Improvements. Any construction, repair or alteration, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement, shall be performed only with the prior written approval of the Architectural Control Committee. In the event that any Improvement on a Lot shall be damaged or destroyed by casualty, hazard or other cause, including fire or windstorm, then, within a reasonable period, not exceeding three (3) months following the occurrence of the offending incident, the Owner of the affected Improvement shall cause the damage or destroyed Improvements to be repaired, rebuilt or reconstructed or to be removed and cleared from such Lot. Any such repair, rebuilding or reconstruction shall be approved and accomplished as otherwise required for new construction pursuant to the provisions of this Declaration.

3.09 Repair of Buildings. All Improvements upon any of the Property shall at all times be kept in good, safe, attractive condition and repair and adequately painted or otherwise maintained by the Owner thereof.

3.10 Noise. No exterior speakers, horns, whistles, bells or other sound devices (other than alarm devices used exclusively for security purposes) shall be located, used or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to the occupants thereof.

3.11 Unsightly Articles. No clotheslines or other article deemed to be unsightly by the Architectural Control Committee shall be permitted to remain on any Lot so as to be visible from streets in the Subdivision or public streets.

3.12 Vehicles. Trailers, graders, trucks (other than pickups not to exceed one ton capacity), boats, watercrafts of all types, tractors, vans and other vehicles used or designed for use as commercial vehicles, motor homes, travel trailers, campers, wagons, buses, motorcycles and similar two and four wheel motorized vehicles, motor scooters, golf carts, and garden maintenance

equipment, shall be kept at all times, except when in actual use, in enclosed structures or screened from public view so as to not be visible from a public street or streets in the Subdivision, and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except screened from public view. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of an Improvement in the immediate vicinity.

3.13. Storage. No exterior storage shall be permitted except with prior written approval and authorization of the Architectural Control Committee. Any such storage as is approved and authorized shall be in areas attractively screened or concealed (subject to all required approvals by the Architectural Control Committee) from view from neighboring properties, homes and streets. This provision shall apply, without limitation, to wood piles, camping trailers, boats, mobile homes, and unmounted pickup camper units. No building material of any kind or character shall be placed or stored upon the Property until the Owner thereof is ready to commence construction of Improvements, and then such material shall be placed within the property lines of the Lot upon which the improvements are to be erected.

3.14 Maintenance of Lots, Lawns and Plantings. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on such Owner's Lot (including, without limitation any hedges and Color Changes) alive, cultivated, pruned or mowed, free of trash, weeds and other unsightly material. In addition, each Owner shall maintain the decorative fencing (if any) and mulch on such Owner's Lot maintained pursuant to the requirements of Section 8.05 hereof. Prior to the construction of any Improvements on a Lot, the Owner thereof shall regularly mow the same and keep it neatly trimmed and free of trash and other unsightly material. Declarant, the Association and the Architectural Control Committee shall each have the right at any reasonable time to enter upon any Lot to replace, maintain and cultivate shrubs, trees, grass or other plantings located thereon and charge the cost thereof to the Owner of such Lot as provided in Section 4.07 hereof.

3.15 Animals, Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, reptiles (except turtles, lizards and non-venomous snakes kept and contained solely within a residence), horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept or maintained on the Property. No domestic household pet shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No domestic pets will be allowed on the Property other than on the Lot of its Owner unless confined to a leash. No Owner shall keep an excessive number of animals so as to create a nuisance, particularly, no Owner shall own more than three (3) dogs, cats or other household pets. No domestic household pet shall be allowed to run at large and pets shall be kept within enclosed areas on the Property which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed areas shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from the front or side of the Lot at street level. No vicious or dangerous animals shall be allowed on the Property.

3.16 Specific Prohibited Uses. The following uses of the Property or any portion thereof shall not be permitted even if such use is otherwise allowed under applicable statutes, ordinances or

regulations, unless waiver for such use is granted by Declarant during the Declarant Control Period, or by the Board of Directors after the Declarant Control Period:

- (a) Any dangerous or unsafe use;
- (b) Any use or activity in violation of federal, state or local statutes, rules, regulations or ordinances relating to hazardous substances or wastes or environmental conditions; or which may be unsafe or hazardous to any Person or Property, including, without limitation, the discharge of any firearms or fireworks, and any open fires except within interior fireplaces or fireproof fire pits designed and built according to industry standards and applicable laws, codes and statutes, or in contained barbecue units for cooking purposes while attended by a responsible adult;
- (c) Any use which results in or constitutes a nuisance including, without limitation, nuisance resulting from vibration, sound, electro-mechanical disturbances and radiation, air or water pollution, dust or emission of toxic or odorous nontoxic matter;
- (d) Oil wells or mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, water, rocks, stones, sand, gravel, aggregate, or earth; provided however, nothing herein is meant to prohibit existing wells or lakes, drilling for geothermal heating water or construction of lakes, ponds or other water features, if same are permitted and approved by Declarant; and further provided, nothing herein shall prohibit the removing of oil, gas or other hydrocarbons or water situated under the Property by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property at a depth of not less than two hundred feet (200') provided that such operations in no manner interfere with the surface of the Property and/or the subsurface support of any improvements constructed or to be constructed on the Property.
- (e) Tunnels, mineral excavations, shafts, derricks or similar structures for use in boring for oil, natural gas, minerals or other hydrocarbons;
- (f) Commercial excavation of building or construction materials on any portion of the Property except in connection with customary construction of Improvements;
- (g) Dumping, disposal, incineration or reduction of garbage, hazardous substances of any type, sewage, offal, dead animals or refuse; or
- (h) Half-way houses.

3.17 Signs, Banners and Flags. No sign, banner or flag of any kind shall be displayed to the public view on any Lot except as follows:

- (i) One (1) professional security system sign of not more than one (1) square foot;
- (ii) One (1) sign of not more than six (6) square feet advertising the property for rent or sale, or signs used by a Builder to advertise the property during the construction and sales

period, except as to model homes, signage or other signs allowed by Declarant pursuant to Section 3.05 of this Declaration;

(iii) No more than one (1) sign per Lot, no larger than one (1) square foot in size, providing public notice of any of the following:

- (a) "No Trespassing";
- (b) "No Soliciting"; or
- (c) "Keep Off the Grass".

(iv) Not more than one (1) sign per Lot per candidate running for political office ("Political Signs") and no one of which may be larger than four (4) feet by six (6) square feet in size. Political Signs shall be erected only with the consent of the property owner and shall not be erected closer than ten (10) feet from the edge of the street pavement. Political Signs shall not be erected earlier than ninety (90) days prior to the election that the sign pertains to and must be removed within ten (10) days after the election; and

(v) Signs that notify of the arrival of a newborn or the participation of a family member in a school activity or sport residing at the location where said signs are displayed. The number of signs shall be limited to two (2) per Lot at any one time, and same must be removed within seven (7) days after they are first placed on the Lot, however, to the extent such signs shall relate to a school activity or sport, same must be removed upon the ending of the applicable school or sport season.

(vi) No more than one (1) flag may be displayed on any Lot, and said flag cannot be larger than twenty-four (24) square feet. No flag other than the American flag shall be permitted, and such flag may only be displayed on a flagpole affixed to the front or rear of the residence below the roofline. All other flagpoles are prohibited on Lots. Notwithstanding anything contained herein to the contrary, flags used by a Builder to advertise Lots during the construction and sales period will not violate this paragraph.

(vii) No more than one (1) sign per Lot, no larger than one (1) square foot in size, providing public notice of a garage, estate, moving or similar sale, may be displayed on a Lot. Such sale signs shall only be erected not closer than (10) feet from the edge of the street pavement. Sale signs shall not be erected earlier than the day of the sale and must be removed the day the sale ends. Such sales should last no longer than two (2) consecutive days.

(viii) Seasonal decorations such as Christmas or other holiday lighting and decorations, Halloween, July 4th and similar holiday decorations shall not be put up earlier than thirty (30) days prior to the holiday and the same must be removed within fourteen (14) days after such holiday.

In addition to the Association's enforcement powers provided in this Declaration, Declarant or its agents shall have the right to remove any sign, billboard, banner or other advertising structure, or flag that does not comply with the above, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. Notwithstanding, so

long as Declarant owns any Lots in the Property, Declarant shall at all times have the right to erect such signs, banners or flags as Declarant deems appropriate. To the extent any requirements of this Section no longer comply with the requirements of the city in which the Property is located, then this Section shall be deemed amended so as to comply with such requirements of the city to the extent and for so long as necessary to remain in compliance.

3.18 Precedence Over Less Stringent Governmental Regulations. In those incidences where the covenants, conditions and restrictions set forth in this Declaration set or establish minimum standards or limitations or restrictions on use in excess of any governmental regulations, rules or ordinances, the covenants, conditions and restrictions set forth in this Declaration shall take precedence and prevail over any less stringent governmental regulations, rules and ordinances. Similarly, when any governmental regulations, rules and ordinances are more stringent than those set forth in this Declaration, the more stringent governmental regulations, rules and ordinances shall control. Each Owner shall have the sole responsibility to comply with all regulations, rules and ordinances applicable to such Owner and such Owner's Lot.

3.19 Compliance with Provisions of this Declaration. Each Owner shall comply with the provisions of this Declaration as the same may be amended from time to time. Failure to comply with any of this Declaration shall constitute a violation of this Declaration, and shall give rise to the imposition of Fines and to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by the Board of Directors on behalf of the Association or by an aggrieved Owner or Declarant. Declarant makes no warranty or representation as to the present or future validity or enforceability of the any of the covenants, conditions, restrictions, terms or provisions of this Declaration. Any Owner acquiring a Lot in reliance on one or more of such covenants, conditions, restrictions, terms or provisions, or in reliance on any contemplated master plan, assumes all risks of the possible amendment, validity and enforceability thereof and, by acquiring such Lot, agrees to hold Declarant harmless from any damages resulting from any amendment to or invalidity or unenforceability of this Declaration.

3.20 Determination of Violations. The determination of Declarant during the Declarant Control Period, and the determination of the Board of Directors after the Declarant Control Period, as to whether an actual or proposed activity on or use of any portion of the Property is prohibited by this Declaration shall be conclusive and final as to such activity, use or violation.

3.21 Waiver. Declarant during the Declarant Control Period, and the Board of Directors after the Declarant Control Period, shall have the sole right, in its sole and absolute discretion, to grant any waiver from any activity or use described in this Declaration.

3.22 Procedure for Waiver. If any Owner desires to request a waiver from the restrictions set forth in this Declaration, then the procedure set forth in this Section 3.22 shall be used. Declarant or the Board of Directors, as applicable, shall review and take action on any application submitted for waiver of an activity or use prohibited by this Declaration within thirty (30) days after receipt of such application. Declarant, or the Board of Directors, as applicable shall use reasonable efforts to approve, approve with conditions, or deny approval of, any such application in writing within such period, provided that, if no such statement in writing is made within such period, it shall be deemed that the use for which application has been made has been denied. No waiver shall be valid and

effective unless a recorded instrument stating the same, executed by Declarant or the Board of Directors, as applicable, shall be recorded in the real property records of the county in which the Property is situated. No waiver as to a prohibited activity or use granted in a specific instance shall be binding upon Declarant or the Board of Directors with respect to any other instance of such use; a waiver must be obtained for each separate instance of an activity or use prohibited by this Declaration, and waiver may be granted in one instance and not granted in another instance at the discretion of Declarant or the Board of Directors, as applicable.

3.23 Rentals. Nothing in this Declaration shall prevent the rental of any single family residential Lot and the Improvements thereon by the Owner thereof for residential purposes only; provided however, that all lessees shall be and are hereby bound to comply fully with the terms, covenants and restrictions of this Declaration and the Bylaws and Association Rules, and any lessee shall be subject to the same enforcement measures as provided herein for Owners for violation of same, including, without limitation, Fines and exclusion of the right to use Common Area amenities. During any period when a Lot and Improvements thereon are rented or leased, the Owner thereof shall remain liable for complying with all of the terms of this Declaration, and such Owner shall also be simultaneously (with lessee) subject to all enforcement measures in this Declaration, Bylaws and Association Rules. Within ten (10) days after the entering into such a lease by an Owner, such Owner shall notify the Association in writing of the existence of any such lease and provide the Association address and telephone contact information for such lessee and Owner. Failure to so notify of any lease and contact information shall subject Owner and lessee to all enforcement measures of this Declaration, Bylaws and Association Rules.

ARTICLE IV THE ASSOCIATION

4.01 Organization. Declarant has caused (or shall cause) the formation and incorporation of the Association as a nonprofit corporation for the purposes, charged with the duties, and vested with the powers prescribed by law and/or set forth in its Articles of Incorporation and Bylaws, and in this Declaration. Neither the Articles of Incorporation nor the Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. Declarant shall have no obligation whatsoever to exercise the specific powers and duties of the Association or the Board of Directors, unless Declarant, in its sole discretion, determines to so act. The Association shall have the powers and duties stated in this Declaration with respect to all land now or hereafter subject to this Declaration. Nothing in this Declaration is intended to prohibit the Declarant of any Subdivision from establishing a separate homeowners or property owners association for such Subdivision, for imposing additional requirements on such Subdivision (provided the same are not in conflict with this Declaration), and for imposing and collecting assessments for the maintenance and operation of common elements unique to such Subdivision and reserved for the exclusive use of Owners owning land within such Subdivision, and Common Elements established prior to such recording shall continue to be available to all Owners in the Property without hindrance or cost (other than the Assessments imposed by the Association pursuant to this Declaration).

4.02 Membership. Each and every Owner shall automatically be a Member of the Association without the necessity of any further action on the part of such Owner, subject to the

terms of this Declaration, the Articles of Incorporation, the Bylaws, and the Association Rules. Membership in the Association shall be appurtenant to and shall run with the Property interest which qualifies the Owner for Membership, and may not be separated from the interest of such Owner in and to any portion of the Property. Ownership of any portion of the Property shall be the sole qualification for being a Member; provided, however, that a Member's voting rights, as herein described, or privileges in Common Elements, or both, may be regulated or suspended as provided in this Declaration, the Bylaws, and/or the Association Rules. No person or entity shall be a Member by reason of ownership of any easement, right-of-way, or mineral interest. In addition, any person or entity that holds an interest in and to all or any part of the Property merely as security for the performance of an obligation shall not be a Member.

4.03 Transfer. Membership may not be severed from ownership of any portion of the Property nor may Membership in any way be transferred, pledged, mortgaged or alienated except upon the sale or assignment of the Owner's interest in all or any part of the Property and then only to the purchaser or assignee as the new Owner thereof. Membership shall not be severed by the encumbrance by an Owner of all or any part of the Property. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void and of no force or effect. Any transfer of the fee title to a Lot, shall automatically operate to transfer Membership to the new Owner thereof with respect to the Lot transferred.

4.04 Voting Rights. Each Owner other than Declarant shall have, as a Member of the Association, one vote for each Lot owned by such Owner. Declarant shall have, as a Member of the Association, ten (10) votes for each Lot owned by Declarant. Votes may be cast for all matters to be voted on by the Owners pursuant to this Declaration and the Bylaws. Voting required pursuant to the Bylaws shall be the vote of all Owners, including Declarant, to obtain the majority (or other specified fraction or percentage required by the Bylaws or this Declaration) of the total eligible votes of the Association. Suspension of voting rights and other matters dealing with voting not expressly provided for in this Declaration shall be governed by the Bylaws. Declarant shall continue to retain the rights and duties of Declarant set forth in this Declaration until Declarant transfers such rights and duties to the Board of Directors, so that, even if Declarant shall no longer maintain voting control over the Association, Declarant shall continue to have the right to exercise its rights and powers as Declarant hereunder.

4.05 Powers and Authority of the Association. The Association shall have the powers of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration, the Articles of Incorporation, the Bylaws, and the laws of the state of Texas. The Association shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas, this Declaration, the Articles and/or the Bylaws. Without in any way limiting the generality of the two preceding sentences, the Board of Directors, acting on behalf of the Association, shall have the power and authority (but not the obligation), in its discretion at all times, to enforce the provisions of this Declaration, to own and deal with the Common Elements, to establish and enforce Association Rules, to suspend the voting rights of Owners who fail to pay their Assessments or who otherwise violate this Declaration, and to have all powers necessary or incidental to the operation and management of the Association and the Common Elements. Declarant and the Board of Directors are each authorized to settle claims, enforce liens and take all

such action as it may deem necessary or expedient to enforce this Declaration; provided, however, that the Board of Directors shall never be authorized to expend any Association funds for the purpose of bringing any suit against Declarant, its successors or assigns.

4.06 Contract with Management Company. The Association is authorized (but is not obligated) to delegate its powers and duties to committees, officers or employees as provided in the Bylaws, employ a manager or other persons and contract with independent contractors or managing agents who have professional experience to perform all or any part of the duties and responsibilities of the Association. Any contract with a manager or managing agent shall be on terms and conditions approved by Declarant during the Declarant Control Period.

4.07 Right of Entry and Enforcement. The Association shall have the power and authority to enter at any time in an emergency, without prior notice, or in a nonemergency after twenty-four (24) hours' written notice, without being liable to any Owner, upon any Lot and into any Improvements thereon for the purpose of enforcing this Declaration or for the purpose of maintaining or repairing any Improvement, or facility to conform to this Declaration, and the expense incurred by the Association (or Declarant, as the case may be) in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VII hereof for Assessments. The Association and Declarant shall each have the power and authority from time to time, in their own names and on their own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of this Declaration.

4.08 Duties of Association.

(a) Subject to and in accordance with this Declaration, the Association acting through the Board of Directors, shall have the following duties:

(i) To accept Common Elements conveyed or leased to the Association by Declarant, or by a third party with the consent of Declarant, and operate and maintain all Common Elements, together with all Improvements of whatever kind and for whatever purpose which may be located in said areas; and to accept, own, operate and maintain all other real and personal conveyed or leased to the Association and to maintain in good repair and condition all lands, Improvements, and other property owned by or leased to the Association.

(ii) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon the Members of the Association. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

(iii) To execute Mortgages, both construction and permanent, for construction of facilities, including Improvements on land owned by or leased to the Association, and to accept lands in Common Elements from Declarant (or from a third party with the consent of Declarant) whether or not improved subject to such Mortgages or by assuming such Mortgages. Financing may be effected through conventional Mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner as may be deemed appropriate by the borrower, whether Declarant or the Association. Any Mortgage or other security interest given to secure repayment of any debt may consist of a first, second or other junior lien as shall be deemed appropriate by borrower, whether Declarant or the Association, on the Improvement or other facility to be constructed, together with such underlying and surrounding lands as the borrower deems appropriate. The debt secured by such Mortgage or other security instrument may be retired from and secured by the revenues generated by Assessments of the Members of the Association or from any other source, but subject to the limitations imposed by this Declaration.

(b) In addition to, and not in limitation of, the power and authority of the Association as set forth elsewhere in this Declaration, the Association, acting through the Board of Directors, and/or Declarant (at Declarant's sole option) shall have the power and authority (but not the obligation):

(i) To grant and convey to any Person or entity any real property and/or other interest therein, including fee title, leasehold estate, easements, licenses, franchises and other rights, rights-of-way, or Mortgages out of, in, on, over, or under any Association property, which in the opinion of the Board of Directors are necessary or proper for the purpose of constructing, erecting, operating or maintaining the following:

- (1) Parks, parkways or other recreations facilities or structures;
- (2) Roads, streets, walks, driveways, trails and paths;
- (3) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;
- (4) Sewers, water systems, storm water drainage systems, detention ponds, sprinkler systems and pipelines;
- (5) Video services, cable television services, security services, communication services and other similar services over Common Elements; and/or
- (6) Any similar public, quasi-public or private improvements or facilities.

(ii) To obtain, for the benefit of the Common Elements, all water, gas, detention ponds and electric services, refuse collections, landscape maintenance services and other services, which in the opinion of the Board of Directors shall be necessary or proper.

(iii) Adopt from time to time Association Rules, to the extent deemed necessary, proper, or reasonable for the orderly use and development of the Property;

(iv) Declarant is specifically authorized to provide, or to enter into contracts with other Persons to provide, and assume contracts with other Persons to provide central telecommunication receiving and distribution systems (e.g., cable television, high speed data/Internet/intranet services, and security monitoring) and related components, including associated infrastructure, equipment, hardware, and software, to serve the Community ("Community Systems"). Any such contracts may provide for installation, operation, management, maintenance and upgrades or modifications to the Community Systems as the Declarant determines appropriate.

The Declarant shall have no obligation to utilize any particular provider(s). However, except for cause (as defined by written agreement with the provider), the Association may not, without the Declarant's consent, terminate or refuse to renew any contract entered into during the Declarant Control Period.

The Declarant, acting through the Association may charge use fees for any of the Community Systems or the Board may include the cost of Community Systems in the Association's Common Elements budget and assess it as part of the Regular Assessment, if provided to all Lots. If services are provided to less than all of the Lots, the Association may assess such costs as a Specific Assessment, as appropriate, against only those Lots being provided such service.

Nothing above contained, however, shall be construed to permit use or occupancy of an Improvement or other facility in a way which would violate applicable use and occupancy restrictions imposed thereon by other provisions of this Declaration. In addition, Declarant shall have the powers set forth in this subsection (b) with respect to all of the Lots owned by Declarant without necessity of obtaining consent of the Architectural Control Committee, the Board of Directors, or any other Owner.

(c) Indemnification. The Association (but not Declarant) shall indemnify any individual who was or is party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that such individual is or was a director, officer, committee member, employee, servant or agent of the Association, against expenses, including attorney's fees, reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board of Directors or a court that such individual (1) acted within the scope of its authority in good faith and in a manner such individual reasonably believed to be in, or not opposed to, the best interests of the Association, or (2) with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of *nolo contendere* or its equivalent, shall not of itself create a presumption that the individual did not act in good faith or in a manner which such individual reasonably believed to be in, or not opposed to, the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that the conduct was unlawful. The Board of Directors may purchase and maintain insurance on behalf of any individual who is or was a director, officer, committee member, employee, servant or agent of the Association, against any liability asserted

against such individual or incurred by such individual in any such capacity, or arising out of such individual's status as such, whether or not the Association would have the power to indemnify such individual against such liability hereunder or otherwise.

ARTICLE V
ARCHITECTURAL CONTROL COMMITTEE

5.01 Membership of Architectural Control Committee. The Architectural Control Committee shall consist of three (3) voting members ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as Declarant (during the Declarant Control Period) or the Board of Directors (after the end of the Declarant Control Period) deems appropriate. Members of the Architectural Control Committee need not be Members of the Association or own any Lots. The address of the Architectural Control Committee for making any submissions shall be the business address of the Association, unless a Supplemental Declaration is recorded stating a different address. The following individuals are hereby designated as the initial Voting Members of the Architectural Control Committee:

Jim R. Newman
David Mathews
Lee Hiner

5.02 Address. The initial address of the Architectural Control Committee shall be

c/o Shoal Corporation
2500 Legacy Drive, Suite 100
Frisco, Texas 75034

5.03 Action by Architectural Control Committee. Items or matters presented to the Architectural Control Committee shall be decided by a majority vote of the Voting Members.

5.04 Advisory Members. The Voting Members may from time to time designate Advisory Members.

5.05 Term. Each member of the Architectural Control Committee shall hold office until such time as such member has resigned or has been removed or such member's successor has been appointed, as provided herein.

5.06 Appointment of Members. During the Declarant Control Period, Declarant and its successors or assigns shall have the right to appoint and remove all members of the Architectural Control Committee. After the end of the Declarant Control Period, the Board of Directors shall have such right. Prior to the end of the Declarant Control Period, Declarant may delegate such right to the Board of Directors by written instrument at any time. If Declarant ever so delegates to the Board of Directors the right to appoint members of the Architectural Control Committee, the Board of Directors shall thereafter have the right to appoint and remove all members of the Architectural Control Committee.

5.07 Adoption of Rules. The Architectural Control Committee may (but shall not be required to) adopt such procedural and substantive rules, not in conflict with this Declaration or the Guidelines (collectively, "Newman Village Architectural Committee Rules"), as it may deem necessary or proper for the performance of its duties, including but not limited to, fencing standards, contents, form and submission procedures for Plans and Specifications, and other similar codes and standards as it may deem necessary and desirable. Newman Village Architectural Control Committee Rules adopted pursuant to this section shall have the same force and effect as Association Rules and the provisions of this Declaration, and are to be enforced by the Board of Directors in the name of the Association.

5.08 Review of Proposed Construction. Prior to submitting Plans and Specifications, each Owner shall submit to the Architectural Control Committee Preliminary Plans of planned Improvements for approval or disapproval by the Architectural Control Committee, which at the option of the Architectural Control Committee shall be submitted in electronic form and/or full sized hard copies. If the Architectural Control Committee shall fail to respond or disapprove Preliminary Plans within thirty (30) business days after submission thereof, the Preliminary Plans (but not the Plans and Specifications) shall be deemed approved. Whenever in this Declaration the approval of the Architectural Control Committee is required, the Architectural Control Committee shall have the right to consider all Preliminary Plans, and all Plans and Specifications, for the proposed Improvements and all other facts which, in its sole discretion, are relevant. Plans and Specifications shall be submitted to the Architectural Control Committee after Preliminary Plans are approved or deemed approved by the Architectural Control Committee. Submitted Plans and Specifications shall include, but shall not be limited to (i) landscape plans; (ii) irrigation and drainage plans; (iii) plot plans showing location, size, shape, configuration and placement on the Lot of Improvements; (iv) site plans; (v) excavation and grading plans; (vi) drainage plans; (vii) fencing plans; (viii) elevations and construction techniques; (ix) samples of exterior colors; (x) plans for utility services; (xi) detailed construction plans with descriptions and samples of materials of all exterior construction; (xii) exterior lighting plans; and (xiii) all other documentation or information relevant to constructing or operating such Improvements. The Architectural Control Committee shall have the right to require additional types of plans and specifications, in its discretion. Except as otherwise specifically provided herein, at least thirty (30) business days prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the Architectural Control Committee, and construction thereof may not commence unless and until the Architectural Control Committee has approved such Plans and Specifications in writing. The Architectural Control Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board of Directors. The Architectural Control Committee shall have the authority to prohibit any Improvement on a Lot which is of such size or architectural design, or which involves the use of such landscaping, color schemes, exterior finishes and materials and similar features, as will be incompatible with the overall development of the Property, any master plan of the surrounding area, in the opinion of the Architectural Control Committee. The Architectural Control Committee shall have the authority to disapprove any proposed Improvement based upon the restrictions set forth in the preceding sentence, as well as based upon the Architectural Control Committee's discretion as to whether such Improvements shall be aesthetically pleasing and in harmony with the overall development of the Property, any master plan, the surrounding area, and with those certain Detailed

Regulating Plans (herein so called) that the Architectural Control Committee will maintain and which may be amended from time to time by the Architectural Control Committee at its sole discretion. The decision of the Architectural Control Committee shall be final and binding. The fact that the Architectural Control Committee may have approved or denied a particular installation, condition, activity or item with respect to any particular Lot does not, by itself, constitute grounds for requiring such approval or denial with respect to any other Lot. Each application for Architectural Control Committee review shall be evaluated on its own merits, with the Architectural Control Committee exercising the broadest discretionary judgment that is consistent with the requirements of this Declaration. Approval of any Preliminary Plans and/or Plans or Specifications by the Architectural Control Committee shall not be deemed approved from the standpoint of structural safety, engineering soundness, conformance with building or other codes, safety, or quality of construction. All activities of the Architectural Control Committee, Declarant Board of Directors and the Association, as applicable, pursuant to this Article V shall be expressly subject to the provisions and protections of Section 5.12 below. Notwithstanding anything of the contrary in this Declaration, Preliminary Plans and Plans and Specification of Improvements to be built by Declarant or its affiliates need not be submitted or approved by the Architectural Control Committee; however, such Improvements shall comply with the Guidelines.

5.09 Applications. Any applications for Architectural Control Committee approval must be accompanied by two (2) sets of Plans and Specifications, together with such renderings, samples, models, and other information as the Architectural Control Committee reasonably may require. One set of Plans and Specifications shall be reduced in size to 11 x 17 inches. Any application submitted other than by Owner must attach the Owner's written consent to the approval requested. The application must include the Owner's complete, current street address. If requested, the Architectural Control Committee may require the preliminary staking of such Improvements and structures according to such plan for Architectural Control Committee inspection. Any costs of filing and processing an application pursuant to this Article shall be at the expense of the applicant, and the Association may impose a reasonable, uniform application fee to defray the Architectural Control Committee's costs. Any change to Plans and Specifications previously approved by the Architectural Control Committee must be approved by the Architectural Control Committee. The Architectural Control Committee will attempt to expedite, to the extent practical, any revised application made while construction is in progress, however the Architectural Control Committee shall not be required to act upon any such modified application in less than fifteen (15) days.

5.10 Work in Progress. The Architectural Control Committee may, at its option, but shall not be required to, inspect all work in progress to insure compliance with approved Plans and Specifications. Inspection of any work by the Architectural Control Committee shall not be deemed (i) certification or warranty that construction does in fact conform to Plans and Specification, or (ii) approval of such work from the standpoint of structural safety, engineering soundness, conformance with building or other codes, safety, or quality of construction.

5.11 No Waiver of Future Approvals. The approval or consent of the Architectural Control Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Control Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and

Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different Person.

5.12 Nonliability. Declarant, the Architectural Control Committee, the Association, the Board of Directors, and their respective members, officers, directors, employees and agents, shall not be liable to any Owner or to any other Person for any loss, damage or injury arising out of their being in any way connected with the performance of the duties of the Architectural Control Committee, Declarant, the Association, or the Board of Directors, under this Declaration, unless due to the willful misconduct or bad faith of the Architectural Control Committee, Declarant, the Association, the Board of Directors, or the members, officers, directors, employees or agents of them, as the case may be. The Architectural Control Committee, Declarant, the Association, the Board of Directors, and the members, officers, directors, employees and agent of each of them, shall not be liable to any Owner due to the construction of any Improvement within the Property or the creation thereby of an obstruction to the view from such Owner's Lot(s). In addition, Declarant, the Architectural Control Committee, the Association, the Board of Directors, and their respective members, officers, directors, employees and agents, shall not be liable in damages to anyone submitting Plans and Specifications for approval, or to any Owner by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any Plans or Specifications or whether or not any Plans or Specifications comply with all laws, ordinances, codes, safety rules, industry standards or similar codes of conduct or standards. Every Person who submits Plans and Specifications, and every Owner, agrees by such submission not to bring any action or suit against the Architectural Control Committee, Declarant, the Association, the Board of Directors, or the members, officers, directors, employees or agents of any of them, to recover any such damages and hereby releases and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to the claims, demands and causes of action not known at the time the release is given. The Architectural Control Committee, Declarant, the Association, the Board of Directors, and their respective members, officers, directors, employees and agents, shall not be required to compensate any Owner or any Person for any losses or expenses relating to the actions of the Architectural Control Committee, Declarant, the Association, the Board of Directors, or their respective members, officers, directors, employees and agents.

5.13 Variances. Upon submission of a written request for same, the Architectural Control Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install Improvements which are in variance from the provisions of this Declaration, the Newman Village Architectural Control Committee Rules and the Detailed Regulating Plans, as the foregoing are promulgated from time to time. In any case, however, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the Subdivision. Written requests for variances shall be deemed to be disapproved if the Architectural Control Committee has not expressly and in writing, approved such request within thirty (30) days of the submission of such request. No member of the Architectural Control Committee shall be liable to any Owner for any claims, causes of action, or damages arising out of the grant of any variance to an Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from

other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Architectural Control Committee's right to strictly enforce the provisions of this Declaration.

ARTICLE VI ASSESSMENTS

6.01 General.

(a) Regular Assessments and Special Assessments shall be levied equally for all Lots, whether or not improved. Declarant shall not pay any Regular Assessments or Special Assessments during the Declarant Control Period, and Assessments shall first arise only upon a conveyance of a Lot by Declarant to another Person. All Owners of Lots other than Declarant (whether homebuyers or Builders) shall pay Regular Assessments and Special Assessments. To the extent any Owner shall own and combine two or more contiguous Lots, such combination shall not operate to deem the combined Lots as a single Lot or fewer Lots under this Declaration for the purpose of paying assessments, and calculation of any Regular Assessments, Special Assessments or Working Capital Contribution (defined below) shall still be made as if such Lots had not been combined. As used herein, the term "Builder" refers to a Person regularly engaged as its primary occupation in the business of constructing homes for resale in the ordinary course of business. During the Declarant Control Period, Declarant shall pay the difference between the actual expenses incurred by the Association for a particular calendar year over the total amount of the Regular Assessments and Special Assessments levied by the Association as to all Lots not owned by Declarant. Common Elements shall be exempt from any Assessments of any kind whatsoever.

(b) Upon each sale of record title from time to time to a Lot by an Owner other than Declarant or a Builder, a contribution in the amount of two (2) months of Regular Assessments (a "Working Capital Contribution") shall be made by or on behalf of such Owner to the operating expense account for the Association. This amount is not refundable, shall be in addition to, not in lieu of, monthly Regular Assessments levied on the Lot and shall not be considered an advance payment of any portion thereof. This amount shall be deposited into the operating expense account for the Association and disbursed therefrom to the Association or to the Declarant if the Association is not yet established and shall be used for normal operating expenses of the Association pursuant to the terms of this Declaration and the Bylaws of the Association. Such amount shall be reviewed yearly and may be increased by the Board of Directors; provided, however, that the increase shall in no event exceed ten percent (10%) over the previous year's Working Capital Contribution.

(c) Regular Assessments or Special Assessments shall be prorated upon any transfer of title to a Lot as of the date when said obligation first arose in proportion to the amount of the calendar year or other period remaining after the date of transfer. The Board of Directors shall use reasonable efforts to determine the Regular Assessment for each calendar year by November 1st of the year preceding. Regular Assessments are to be paid by January 1st of the year to which the Regular Assessment applies, unless an installment schedule for payment of Regular Assessments is approved by the Board of Directors.

(d) Each unpaid Assessment (whether the same be a Regular Assessment, a Special Assessment, an Individual Lot Assessment, or a Fine) together with interest thereon and

costs of collection thereof as herein provided, shall be the personal obligation of the Owner of the Lot against which the Assessment is made, and shall be secured by a lien against each such Lot and all Improvements thereon. The Association may enforce payment of Assessments in accordance with the provisions of this Article VI and VII.

6.02 Maintenance Fund. The Board of Directors shall establish a maintenance fund into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration.

6.03 Regular Assessments. The Board of Directors shall establish a regular assessment ("Regular Assessment") for each calendar year based upon a pro-forma operating statement or estimate made by the Board of Directors, or at its direction, for such calendar year, which in turn shall be based upon, among other things, an estimate of the total expenses likely to be incurred by the Association during such calendar year. Expenses to be covered by a Regular Assessment shall include, but not be limited to, the cost of maintenance, repair and replacement of all roadway, median strip and right-of-ways; the costs of maintenance, repair and replacement of landscaping and drainage systems; the costs of owning (if the Association owns any Common Elements), operating, maintaining, replacing, repairing, cleaning and removing trash, improving, or redesigning and/or financing Common Elements; the cost of labor and equipment (including leasing of same), material and any associated management services to fulfill the duty to maintain, replace, repair, clean and/or improve Common Elements, the cost of employing any security service, watchman or policeman if deemed necessary by Board in its discretion; the costs of administering the Association and performing its duties under this Declaration and the Bylaws; the costs of ad valorem taxes due against any Common Elements or Improvements owned by the Association; the costs of insurance premiums; the costs of managers, contractors and employees; the costs of enforcing this Declaration; the costs of accounting, legal, management fees and other professional assistance to the Association; and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Regular Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and the level of Assessments set by the Board of Directors shall be final and binding so long as it is made in good faith. Upon request, the Association shall provide a copy of its pro-forma budget to any Owner. The total amount of the Association's estimated expenses shall be divided by the total number of Lots for the Property to obtain a per-Lot figure. The Association shall provide written notice to each Owner, as listed on the records of the Association, of the amount of the Regular Assessment levied and imposed for the next succeeding year and, if an installment payment schedule has been adopted by the Board of Directors, the dates upon which installments shall be due and payable. Unless otherwise determined by the Board of Directors, Regular Assessments shall commence as to all Lots on the first day of the month following the first conveyance of a Lot by Declarant to any third party Owner.

6.04 Special Assessments. In the event that the Board of Directors shall determine during any calendar year that the Regular Assessment established for such calendar year is or will become inadequate or insufficient to meet all expenses for the Association for such calendar year, for whatever reason, the Board of Directors shall be entitled to immediately determine the amount of the deficiency of the Regular Assessment for such fiscal year, issue a supplemental estimate of common expenses to all Members of the Association, and within thirty (30) days thereafter levy and impose a special assessment ("Special Assessment") for such calendar year. The amounts of Special

Assessments shall be determined by the Board of Directors, but shall be approved by Members holding fifty-one percent (51%) of the eligible votes in the Association. Once Special Assessments are assessed by the Board of Directors (as approved as aforesaid by fifty-one percent (51%) of the eligible votes in the Association), the Association shall provide written notice to each Owner of the amount of the Special Assessment levied and imposed by the Association and approved by the appropriate vote of the Members, along with the date upon which the Special Assessments, or any installments thereof, shall be due and payable to the Association.

6.05 Individual Lot Assessments. In addition to any other Assessments for which provisions are made in this Declaration, the Board of Directors shall be and hereby is authorized and empowered to establish, make, levy, impose, enforce and collect against and from a particular Lot, and the Owner of such Lot, an Assessment (an "Individual Lot Assessment") for:

(a) Costs and expenses incurred by the Association in bringing a particular Owner or such Owner's Lot(s) into compliance with the provisions of this Declaration, including any action taken, or cost or expense incurred, by the Association to cure and eliminate any violation of or noncompliance with the provisions of this Declaration, following the failure of such Owner, within fourteen (14) days following written notice from the Association of the nature of the violation of or non-compliance with this Declaration, to cure or remedy such violation or noncompliance;

(b) Costs and expenses, including reasonable attorneys' fees, whether or not suit be brought, incurred by the Association in the enforcement of the provisions of this Declaration against a particular Lot or the Owner thereof;

(c) Except as otherwise provided in Section 6.05(a) above, costs and expenses incurred by the Association in furnishing or providing labor, services and materials which benefit a particular Lot or the Owner thereof, provided that such labor, services or materials can be accepted or rejected by such particular Owner within ten (10) days of notice in advance of the Association's furnishing or providing the same such that upon such Owner's acceptance of any such labor, services or materials such Owner shall be deemed to have agreed that the costs and expenses associated therewith shall be made, levied, imposed, collected and enforced as an Individual Lot Assessment against such particular Owner and such Owner's particular Lot; and

(d) Costs and expenses of maintaining the hedges, decorative fences, seasonal Color Change and mulch, including replacement of dead plantings, but only if such Owner fails to maintain same pursuant to the terms of Section 3.14 and 8.05, and the cost for Color Change, if the Owner fails to make such Color Change as required in Section 8.05 of this Declaration.

(e) Reasonable overhead expenses of the Association associated with any Individual Lot Assessment, established, made, levied, imposed, collected and enforced pursuant to this Section 6.05.

An Individual Lot Assessment shall be due and payable within thirty (30) days after the levy of an Individual Lot Assessment is made and communicated in writing to the Owner of such Lot.

6.06 Owner's Personal Obligation for Payment of Assessments. Regular Assessments and Special Assessments, Individual Lot Assessments and Fines provided for herein shall be the personal and individual debt of the Owner of the Lot covered by same. Except as otherwise provided in Section 6.01(a) hereof with respect to Declarant, no Owner shall be exempt from liability for such Assessments. Any Property that is subject to this Declaration shall not be subject to any Assessments hereunder until such Property or portion thereof is final platted. In the event of default in the payment of any such Assessments, the Owner of the Lot shall be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the date of imposition thereof, or if there is no such highest rate, then at the rate of eighteen percent (18%) per annum, together with all costs and expenses of collection, including reasonable attorneys' fees.

6.07 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article VI but unpaid, shall, together with interest as provided in Section 6.06 hereof and the cost of collection, including attorneys' fees as herein provided, shall be a continuing lien and charge on the Lot(s) covered by such sums that are due, which shall bind such Lot(s) in the hands of the Owner and such Owner's heirs, devisees, personal representatives, successors or assigns. By purchasing a Lot, each Owner accepts such Lot subject to the liens rights and powers granted by this Declaration. Such lien shall be superior to all other liens and charges against such Lots, except only for tax liens and all sums unpaid on a first Mortgage lien or first deed of trust lien of record, securing sums borrowed for the acquisition of the Lot in question. The Board of Directors shall have the power to subordinate such Assessment lien to any other lien, and shall have the option to determine if Fines shall be secured by lien against the offending Owner's Lot. The Board of Directors may cause to be prepared a written notice of lien or charge setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice shall be signed by an authorized representative of the Association and shall be recorded in the office of the County Clerk of the county in which such Lot is situated. Such lien for payment of Assessments shall attach with the priority above set forth from the date that such payment becomes delinquent and, subject to the provisions of Article VII hereof, may be enforced by the nonjudicial foreclosure of the defaulting Owner's Lot by the Association in a like manner as a mortgage on real Property pursuant to Section 51.002 of the Texas Property Code, as amended from time to time, subsequent to the recording of a notice of Assessment lien as provided above, or the Association may institute suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or nonjudicial, the Owner shall be required to pay the costs, expenses, and reasonable attorneys' fees incurred. The Association shall have the power to bid on the Property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall use reasonable efforts to report to said Mortgagee any unpaid Assessments remaining unpaid for longer than forty-five (45) days after the same are due.

6.08 Certificate of Assessments Due. The Association shall, upon the request of an Owner, furnish a certificate executed by the President, Vice President, Secretary or Treasurer or other authorized representative of the Association, each of whom is authorized to furnish the same, setting forth whether Assessments payable with respect to a particular Lot have been paid, the amount of the delinquency, if any, the amounts of any outstanding and unpaid interest, late charges, penalties, costs of collection, including attorneys' fees and court costs, if any, associated with any such delinquent

Assessments, and such other matters as may be required by applicable law. A properly executed certificate of the Association, as aforesaid, shall be binding upon the Association as conclusive evidence of the statements made therein as of the date of the issuance of such certificate. The Association shall be entitled to charge and collect a reasonable fee for and as a condition precedent to the issuance of any such certificate.

6.09 No Defenses or Offsets. All Assessments shall be payable in full and at the times due. No defenses or offsets against the payment of such amount shall be permitted for any reason whatsoever, including, without limitation, any claim by an Owner that (i) the Association is not properly exercising its rights and powers or performing or discharging its duties and obligations as provided in this Declaration or the Bylaws; (ii) an Owner has elected to make no use of Common Elements; (iii) an Owner has attempted to waive such Owner's interest as a Member in the Association; or (iv) the Association has suspended the right, privilege and easement of such Owner to use Common Elements as provided in the Newman Village Architectural Control Committee Rules.

6.10 Fines. The Board of Directors shall have the right at any time and from time to time to (i) establish a schedule of fines ("Fines") for violations of the provisions of this Declaration and/or (ii) after investigation, impose a fine ("Fines") against an Owner for a specific violation or series of violations of this Declaration, Bylaws or Association Rules. Such schedule shall be made available to Members at the offices of the Association. Fines shall accumulate on a daily basis, once imposed upon an Owner, by written notice to the Owner at the Owner's last known address on the books and records of the Association.

ARTICLE VII ENFORCEMENT

7.01 Notice.

(a) Notwithstanding anything to the contrary contained in this Declaration, before the Association may suspend an Owner's right to use any Common Elements, file a suit against an Owner (other than a suit to collect a Regular Assessment or a Special Assessment), foreclose under the Association's lien granted pursuant to Section 6.07, charge an Owner for property damage, or levy a Fine, the Association or its agent shall give written notice to the Owner by certified mail, return receipt requested.

(b) The notice shall:

(i) describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the Owner; and

(ii) inform the Owner that the Owner:

(A) is entitled to a reasonable period not to exceed thirty (30) days to cure the violation and avoid the fine or suspension unless the

Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; and

(B) may request a hearing under Section 209.007 of the Texas Property Code on or before the thirtieth (30th) day after the date the Owner receives the notice.

7.02 Hearing Before Board.

(a) If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before a committee appointed by the Board of Directors or of the Board of Directors, if the Board of Directors does not appoint such a committee.

(b) If a hearing is to be held before a committee, the notice required by Section 7.01(b) must state that the Owner has the right to appeal the committee's decision to the Board of Directors by written notice to the Board of Directors.

(c) The Association shall hold a hearing under this Section 7.02 not later than the thirtieth (30th) day after the date the Board of Directors receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the tenth (10th) day before the date of the hearing. The Board of Directors or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. The Owner or the Association may make an audio recording of the meeting.

(d) The notice and hearing provisions of Section 7.01 and this Section 7.02 do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. If a suit is filed relating to a matter to which Section 7.01 and Section 7.02 applies, a party to the suit may file a motion to compel mediation. The notice and hearing provisions of Section 7.01 and this Section 7.02 do not apply to a temporary suspension of a person's right to use Common Elements if the temporary suspension is the result of a violation that occurred in a Common Element and involved a significant and immediate risk of harm to others in the Subdivision. The temporary suspension is effective until the Board of Directors makes a final determination on the suspension action after following the procedures prescribed by this Section 7.02.

(e) An Owner or the Association may use alternative dispute resolution services.

(f) If the Owner does not so request a hearing pursuant to a Section 7.01(b) notice within fifteen (15) days after receipt or attempted delivery by the Association of such notice, the Association may proceed to enforce its remedies.

7.03 Attorneys' Fees.

(a) The Association may collect reimbursement of reasonable attorneys' fees and other reasonable costs incurred by the Association relating to collecting amounts, including damages, due the Association for enforcing restrictions or the Bylaws or any rules of the Association only if the Owner is provided a written notice that attorneys' fees and costs will be charged to the Owner if the delinquency or violation continues after a date certain.

(b) An Owner is not liable for attorneys' fees incurred by the Association relating to a matter described by the notice under Section 7.01 if the attorneys' fees are incurred before the conclusion of the hearing under Section 7.02 or, if the Owner does not request a hearing under Section 7.02 before the date by which the Owner must request a hearing (or the Association can pursue its remedies). The Owner's presence is not required to hold a hearing under Section 7.02.

(c) All attorneys' fees, costs, and other amounts collected from an Owner shall be deposited into an account maintained at a financial institution in the name of the Association. Only members of the Association's Board of Directors or its managing agent or employees of its managing agent may be signatories on the account.

(d) On written request from the Owner, the Association shall provide copies of invoices for attorneys' fees and other costs relating only to the matter for which the Association seeks reimbursement of fees and costs; provided however, legally privileged narratives in such invoices may be redacted.

(e) The notice provisions of Section 7.03(a) do not apply to a counterclaim of an Association in a lawsuit brought against the Association by an Owner.

7.04 Foreclosure Sale Prohibited in Certain Circumstances. The Association may not foreclose its lien granted pursuant to Section 6.07 if the debt securing the lien consists solely of: (i) Fines assessed by the Association; or (ii) attorneys' fees incurred by the Association solely associated with Fines assessed by the Association.

7.05 Notice after Foreclosure Sale.

(a) If the Association conducts a foreclosure sale of an Owner's Lot, the Association will send to the Owner, not later than the thirtieth (30th) day after the date of the foreclosure sale, a written notice stating the date and time the sale occurred and informing the Owner of the Owner's right to redeem the property under Section 209.011 of the Texas Property Code.

(b) The notice must be sent by certified mail, return receipt requested, to the Owner's last known mailing address, as reflected in the records of the Association.

(c) Not later than the thirtieth (30th) day after the date the Association sends the notice required by Section 7.05(a), the Association must record an affidavit in the real property records of the county in which the Lot is located, stating the date on which the notice was sent and containing a legal description of the Lot. Any person is entitled to rely conclusively on the information contained in the recorded affidavit.

(d) The notice requirements of this Section 7.05 also apply to the sale of an Owner's Lot by a sheriff or constable conducted as provided by a judgment obtained by the Association.

ARTICLE VIII EASEMENTS

8.01 Reserved Easements. All dedications, limitations, restrictions and reservations shown on any plat covering all or any portion of the Property and all grants and dedications of easements, rights-of-way, restrictions, and related rights made by Declarant prior to the Property becoming subject to this Declaration, are incorporated herein by reference and made a part of this Declaration for all purposes, as is fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the said easements and rights-of-way covering the Property for the purpose of most efficiently and economically developing the Property. Further, Declarant hereby creates, declares, grants and reserves for the benefit of itself, the Association, governmental authorities having jurisdiction over the Property, all Owners, and any public or private providers of utility services to the Property (provided such services are pursuant to service agreements acceptable to Declarant), and their respective successors and assigns, a nonexclusive easement for utility purposes over, under, within and upon Common Elements and utility easements and other easement areas now or hereafter shown on plats of the Property, for the purposes of constructing, installing, inspecting, maintaining, repairing and replacing from time to time any and all utility lines, systems and facilities from time to time deemed necessary or appropriate by Declarant for development of the Property. Further, Declarant reserves the right, and all Owners agree to cooperate, to grant, dedicate, reserve or otherwise create, at any time or from time to time, rights-of-way and easements for public utility purposes (including, without limitation, gas, water, electricity, telephone, sanitary, sewer and drainage), in favor of any Person across any Lot or on any portion of the Property as is necessary or efficient to supply all utilities to all Lots.

8.02 Installation and Maintenance. There is hereby created an easement for the benefit of Declarant and the Association upon, across, over and under all of the Property for ingress and egress in connection with installing, repairing, and maintaining Common Elements and for installing, replacing, repairing, and maintaining all utilities, including, but not limited to, water, gas, telephones, electricity, sanitary sewer, drainage areas and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, on, above, across and under the Property, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Improvement. Notwithstanding any provision contained herein, no electrical lines, water lines, draining facilities, or other utilities or appurtenances thereto may be relocated on the Property until approved by Declarant or the Architectural Control Committee. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the Plat and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

8.03 Drainage Easements. Each Owner covenants to provide and hereby grants easements for drainage and water flow across such Owner's Lot(s) benefitting Declarant and all Owners, as contours of land, and the arrangement of Improvements approved by the Architectural Control Committee thereon, shall require.

8.04 Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers and for paving of driveways, unless otherwise specifically prohibited by plat or any other recorded easement. However, neither Declarant nor any supplier of any utility service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation or driveways as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area.

8.05 Hedges, Decorative Fences, Seasonal Color Plantings and Mulching. Each Lot shall have along the entire length of the front sidewalk thereof (i) a hedge row, (ii) a hedge row with seasonal color plantings or (iii) decorative fencing with either a hedge row or seasonal color plantings. All requirements for hedges, seasonal color plantings, decorative fencing and mulching on each Lot shall be determined in accordance with the Detailed Regulating Plans that are then in effect and shall be detailed in the landscape plans to be submitted to the Architectural Control Committee under Sections 5.08 and 5.09 hereof. The Owner of each Lot shall be responsible for installing, planting, maintaining, repairing and replacing the foregoing at such Owner's sole cost and expense in accordance with the final approved Plans and Specifications. All front yard hedges must be properly alive, cultivated, trimmed and well-maintained at all times. No hedges may exceed thirty inches (30") in height. All seasonal color plantings shall be changed by the Owner of each Lot at a minimum of two (2) times per year ("Color Change"). Seasonal color plantings may be placed adjacent to the sidewalk on each Lot. No decorative fencing on any Lot shall exceed three feet (3') in height (exclusive of posts and piers related to such fencing). Furthermore, all mulch installation on each Lot shall be a minimum of two inches (2") in depth. Only organic natural materials (e.g., pine needles, shredded pine bark or shredded hardwood) shall be used as mulch; provided, however, river rock, loose gravel and shredded rubber shall not be permissible as mulch. All mulch topdressing shall be natural in color, and under no circumstance shall colorized mulches be permitted on any Lot. Should such Owner fail to maintain its hedge row, seasonal color plantings and/or decorative fencing, such Owner shall be subject to Fines and other enforcement powers of the Association, including without limitation, under Sections 3.14, 4.07 and 6.05 hereof.

ARTICLE IX MISCELLANEOUS

9.01 Term. This Declaration including all of the covenants, conditions and restrictions hereof, shall run until December 31, 2030. After such date, this Declaration, including all such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least eighty percent (80%) of all eligible votes of Owners.

9.02 Amendment.

(a) This Declaration may be amended by Declarant, acting alone and whether or not Declarant has voting control of the Association, at any time prior to the end of the Declarant Control Period;

(b) In addition to the method described in (a) above, this Declaration may be amended by the recording in the real property records of the county in which the Property is situated an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least eighty percent (80%) of the number of eligible votes entitled to be cast in the Association; provided however, if such amendment is voted on during the Declarant Control Period, such amendment must also be approved by Declarant..

9.03 Interpretation. This Declaration shall be construed and governed under the laws of the State of Texas.

9.04 Exemption of Declarant. Notwithstanding any provision in this Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Control Committee. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of Improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property.

9.05 Assignment by Declarant. Notwithstanding any provision in this Declaration to the contrary, Declarant may in a writing filed of record referring to this Declaration by volume and page number, expressly assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other Person(s) and may permit the participation, in whole or in part, by any other Person(s) in any of Declarant's privileges, exemptions, rights and duties hereunder. Upon assignment by Declarant of any or all of Declarant's rights, Declarant shall no longer be liable for performance of such assigned rights provided that the assignee expressly assumes in the recorded assignment the obligations of Declarant that are assigned.

9.06 Enforcement and Nonwaiver.

(a) Except as otherwise provided herein, any Owner at such Owner's own expense, Declarant, and/or the Board of Directors shall have the right to enforce all of the provisions of this Declaration. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision. In addition, any Improvement not designed and constructed in accordance with Plans and Specifications approved by the Architectural Control Committee shall conclusively be deemed in violation of this Declaration and shall be removed or corrected by the Owner to the satisfaction of the Architectural Control Committee. In addition to any other remedy provided for in this Declaration, Declarant may bring suit to enjoin the commencement or continuance of construction of any Improvement for which the Architectural Control Committee has not approved Plans and Specifications or if such Improvements are not in accordance with previously approved Plans and Specifications.

(b) The failure to enforce any provision of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of this Declaration.

(c) The Board of Directors shall have the right, when appropriate in its judgment, to claim or impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right or effect compliance with this Declaration.

9.07 Construction.

(a) All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or articles hereof.

(b) Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

(c) The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

9.08 Declarant Not Liable. Except as otherwise provided in this Declaration, after the end of the Declarant Control Period, Declarant shall be automatically relieved of the performance of any duty or obligation hereunder, and the Association, acting through the Board of Directors, shall then be obligated to perform all such duties and obligations of Declarant without necessity of further writing or assignment of rights and obligations by Declarant. During the term of this Declaration, and thereafter, neither Declarant nor its officers, directors, members, employees and agents, shall be liable for damages or otherwise to any Owner or Person relying on this Declaration for reason of the unenforceability of any provision hereof or by reason of Declarant's enforcement or nonenforcement of any such provision.

IN ADDITION, DURING THE TERM OF THIS DECLARATION AND THEREAFTER, EACH OWNER AGREES THAT SUCH OWNER WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT OR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES AND AGENTS OF DECLARANT, TO RECOVER ANY SUCH DAMAGES, AND HEREBY RELEASES ALL CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST DECLARANT AND SUCH OFFICERS, DIRECTORS, MEMBERS EMPLOYEES AND AGENTS ARISING OUT OF OR IN CONNECTION WITH ANY DECISION, ACTION JUDGMENT, NEGLIGENCE, ENFORCEMENT ACTION OR ANY OTHER ACT OR OMISSION BY DECLARANT IN CONNECTION WITH THE ENFORCEMENT (OR LACK THEREOF) OF THIS DECLARATION.

9.09 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day after a copy of the same has been deposited in


the United States mail, postage prepaid, addressed to the Person to whom such notice is intended at the address given by such Person to the Association for the purpose of service of notices. If no such notice is given, the common address of any Lot may be utilized for notice purposes. Such address may be changed from time to time by notice in writing given by such Person to and actually received by the Association.

IN WITNESS WHEREOF, Declarant has executed this Declaration to be effective as of this the 28th day of June, 2006.

DECLARANT:

DARLING FRISCO PARTNERS, LTD.,
a Texas limited partnership

By: SHOAL CORPORATION,
a Texas corporation

By: 
Name: Robert L. Auten
Title: Vice President

STATE OF TEXAS §
 §
COUNTY OF Collin §

This instrument was acknowledged before me on the 9th day of September, 2008, by Robert L. Auten, Vice President of Shoal Corporation, general partner of Darling Frisco Partners, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.



Notary Public, State of Texas



EXHIBIT "A"

(LEGAL DESCRIPTION OF PROPERTY)

TRACT 1: 100.3998 ACRES, less 10 lots

BEING a tract of land out of the L. MORRELL SURVEY, Abstract No. 863, the J. MASTERS SURVEY, Abstract No. 831 and the MEP&P RR SURVEY, Abstract No. 921 in the City of Frisco, Denton County, Texas being part of a 20 acre tract of land and a 61 acre tract of land described in deed to Jim Randell Newman dated December 4, 1992 and recorded in Volume 3393, Page 218 of the Real Property Records of Denton County, Texas, being part of the tract of land described in deed to Dale Clinton Newman dated December 4, 1992 and recorded in Volume 3393, Page 228 of the Real Property Records of Denton County, Texas, being part of the tract of land described in deed to J.N. Newman and Deanie Newman dated August 15, 1979 and recorded in Volume 970, Page 756 of the Deed Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at 3/8" iron rod found in the south line of a 196.82 acre tract of land described in deed to Bert Fields, Jr., recorded in Volume 523, Page 684 of the Deed Records of Denton County, Texas, said iron rod being the northeast corner of a tract of land described in deed to Centex Homes recorded in Denton County Clerk's File No. 05-37863 and 05-51584 of the Real Property Records of Denton County, Texas;

THENCE with the south line of said Fields tract and along a fence, North 89°45'57" East, a distance of 1296.43 feet to a 5/8" iron rod set with a red plastic cap stamped "KHA" (hereinafter called 5/8" iron rod set) in the west line of said 61 acre tract of land;

THENCE with said west lines the following courses and distances to wit:

- South 00°14'03" East, a distance of 125.00 feet to a 5/8" iron rod set for the beginning of a non-tangent curve to the left with a radius of 500.00 feet, a central angle of 8°39'37", and a chord bearing and distance of North 85°26'08" East, 75.50 feet;
- Northeasterly, with said curve, an arc distance of 75.58 feet to a 5/8" iron rod set for the beginning of a reverse curve to the right with a radius of 750.00 feet, a central angle of 2°59'56", and a chord bearing and distance of North 82°36'18" East, 39.25 feet;
- Northeasterly, with said curve, an arc distance of 39.26 feet to a 5/8" iron rod set for corner;
- North 42°19'51" East, a distance of 14.83 feet to a 5/8" iron rod set for corner;
- North 87°06'20" East, a distance of 60.09 feet to a 5/8" iron rod set for corner;
- South 44°48'56" East, a distance of 14.14 feet to a 5/8" iron rod set for corner;
- South 89°48'23" East, a distance of 213.60 feet to a 5/8" iron rod set for the beginning of a tangent curve to the right with a radius of 300.00 feet, a central angle of 22°10'01", and a chord bearing and distance of South 78°43'22" East, 115.34 feet;
- Southeasterly, with said curve, an arc distance of 116.07 feet to a 5/8" iron rod set for the beginning of a reverse curve to the left with a radius of 338.00 feet, a central angle of 19°39'12", and a chord bearing and distance of South 77°27'57" East, 115.37 feet;
- Southeasterly, with said curve, an arc distance of 115.94 feet to a 5/8" iron rod set for corner;

-- South 02°42'26" West, a distance of 60.00 feet to a 5/8" iron rod set for corner;
 -- South 00°11'37" West, a distance of 101.53 feet to a 5/8" iron rod set for corner;
 -- South 29°08'50" East, a distance of 14.16 feet to a 5/8" iron rod set for corner;
 -- South 00°11'37" West, a distance of 474.90 feet to a 5/8" iron rod set for corner;
 -- South 40°27'04" West, a distance of 80.97 feet to a 5/8" iron rod set for corner;
 -- South 49°32'56" East, a distance of 137.22 feet to a 5/8" iron rod set for corner;
 -- North 85°27'04" East, a distance of 14.14 feet to a 5/8" iron rod set for corner;
 -- South 49°32'56" East, a distance of 60.00 feet to a 5/8" iron rod set for corner;
 -- South 04°32'56" East, a distance of 14.14 feet to a 5/8" iron rod set for corner;
 -- South 49°32'56" East, a distance of 39.93 feet to a 5/8" iron rod set for corner;
 -- South 47°01'06" East, a distance of 113.23 feet to a 5/8" iron rod set for corner;
 -- South 49°32'56" East, a distance of 74.53 feet to a 5/8" iron rod set for the beginning of a
 tangent curve to the right with a radius of 275.00 feet, a central angle of 8°39'18", and a
 chord bearing and distance of South 45°13'17" East, 41.50 feet;
 Southeasterly, with said curve, an arc distance of 41.54 feet to a 5/8" iron rod set for corner;
 -- South 40°53'38" East, a distance of 3.24 feet to a 5/8" iron rod set for corner;
 -- South 82°42'25" East, a distance of 14.91 feet to a 5/8" iron rod set for corner;
 -- South 33°27'33" East, a distance of 50.00 feet to a 5/8" iron rod set for the beginning of a
 non-tangent curve to the left with a radius of 220.00 feet, a central angle of 16°05'24", and a
 chord bearing and distance of South 48°29'45" West, 61.58 feet;
 -- Southwesterly, with said curve, an arc distance of 61.78 feet to a 5/8" iron rod set for
 corner;
 -- South 21°40'14" West, a distance of 15.53 feet to a 5/8" iron rod set for corner;
 -- South 49°32'56" East, a distance of 106.77 feet to a 5/8" iron rod set for the beginning of a
 tangent curve to the left with a radius of 141.00 feet, a central angle of 31°00'59", and a
 chord bearing and distance of South 65°03'26" East, 75.40 feet;
 -- Southeasterly, with said curve, an arc distance of 76.33 feet to a 5/8" iron rod set for
 corner;
 -- South 80°33'56" East, a distance of 18.93 feet to a 5/8" iron rod set for corner;
 -- North 19°21'43" East, a distance of 15.03 feet to a 5/8" iron rod set for corner;
 -- South 89°48'23" East, a distance of 60.00 feet to a 5/8" iron rod set for corner;
 -- South 00°11'37" West, a distance of 6.34 feet to a 5/8" iron rod set for the beginning of a
 non-tangent curve to the right with a radius of 55.00 feet, a central angle of 24°05'24", and a
 chord bearing and distance of South 31°06'11" East, 22.95 feet;
 -- Southeasterly, with said curve, an arc distance of 23.12 feet to a 5/8" iron rod set for
 corner;
 -- South 77°48'54" East, a distance of 141.16 feet to a 5/8" iron rod set for corner;
 -- South 00°11'37" West, a distance of 55.35 feet to a 5/8" iron rod set for corner;
 -- South 40°27'04" West, a distance of 160.21 feet to a 5/8" iron rod set for the beginning of
 a tangent curve to the left with a radius of 40.00 feet, a central angle of 90°00'00", and a
 chord bearing and distance of South 04°32'56" East, 56.57 feet;
 -- Southeasterly, with said curve, an arc distance of 62.83 feet to a 5/8" iron rod set for
 corner;
 -- South 40°27'04" West, a distance of 18.00 feet to a 5/8" iron rod set for the beginning of a
 non-tangent curve to the left with a radius of 40.00 feet, a central angle of 90°00'00", and a
 chord bearing and distance of South 85°27'04" West, 56.57 feet;

Southwesterly, with said curve, an arc distance of 62.83 feet to a 5/8" iron rod set for corner;

- South 40°27'04" West, a distance of 115.00 feet to a 5/8" iron rod set for corner;
- South 31°06'51" East, a distance of 15.81 feet to a 5/8" iron rod set for corner;
- South 40°27'04" West, a distance of 117.00 feet to a 5/8" iron rod set for corner;
- North 67°59'02" West, a distance of 15.81 feet to a 5/8" iron rod set for corner;
- South 40°27'04" West, a distance of 115.00 feet to a 5/8" iron rod set for the beginning of a tangent curve to the left with a radius of 40.00 feet, a central angle of 90°00'00", and a chord bearing and distance of South 04°32'56" East, 56.57 feet;
- Southeasterly, with said curve, an arc distance of 62.83 feet to a 5/8" iron rod set for corner;
- South 40°27'04" West, a distance of 18.00 feet to a 5/8" iron rod set for the beginning of a non-tangent curve to the left with a radius of 40.00 feet, a central angle of 90°00'00", and a chord bearing and distance of South 85°27'04" West, 56.57 feet;
- Southwesterly, with said curve, an arc distance of 62.83 feet to a 5/8" iron rod set for corner;
- South 40°27'04" West, a distance of 90.00 feet to a 5/8" iron rod set for corner;
- South 31°06'51" East, a distance of 15.81 feet to a 5/8" iron rod set for corner;
- South 40°27'04" West, a distance of 50.00 feet to a 5/8" iron rod set for corner;
- North 49°32'56" West, a distance of 16.33 feet to a 5/8" iron rod set for corner;
- North 67°59'02" West, a distance of 15.81 feet to a 5/8" iron rod set for corner;
- South 40°27'04" West, a distance of 90.00 feet to a 5/8" iron rod set for the beginning of a tangent curve to the left with a radius of 40.00 feet, a central angle of 90°00'00", and a chord bearing and distance of South 04°32'56" East, 56.57 feet;
- Southeasterly, with said curve, an arc distance of 62.83 feet to a 5/8" iron rod set for corner;
- South 49°32'56" East, a distance of 94.93 feet to a 5/8" iron rod set for corner;
- South 40°27'04" West, a distance of 18.00 feet to a 5/8" iron rod set for corner;
- North 49°32'56" West, a distance of 58.00 feet to a 5/8" iron rod set for corner;
- South 40°27'04" West, a distance of 150.00 feet to a 5/8" iron rod set for corner;
- South 49°32'56" East, a distance of 58.00 feet to a 5/8" iron rod set for corner;
- South 40°27'04" West, a distance of 60.00 feet to a 5/8" iron rod set for corner;
- North 49°32'56" West, a distance of 23.13 feet to a 5/8" iron rod set for the beginning of a tangent curve to the left with a radius of 485.50 feet, a central angle of 9°53'02", and a chord bearing and distance of North 54°29'27" West, 83.65 feet;
- Northwesterly, with said curve, an arc distance of 83.75 feet to a 5/8" iron rod set for the beginning of a non-tangent curve to the right with a radius of 108.50 feet, a central angle of 22°26'28", and a chord bearing and distance of South 46°26'34" West, 42.22 feet;
- Southwesterly, with said curve, an arc distance of 42.50 feet to a 5/8" iron rod set for the beginning of a non-tangent curve to the right with a radius of 634.00 feet, a central angle of 37°52'32", and a chord bearing and distance of South 19°59'50" West, 411.52 feet;
- Southwesterly, with said curve, an arc distance of 419.11 feet to a 5/8" iron rod set for corner;
- South 45°59'00" West, a distance of 143.58 feet to a 5/8" iron rod set for corner;
- South 49°44'15" West, a distance of 34.96 feet to a 5/8" iron rod set for corner;
- South 02°53'50" West, a distance of 117.65 feet to a 5/8" iron rod set for corner;
- South 43°46'25" East, a distance of 39.44 feet to a 5/8" iron rod set for the beginning of a tangent curve to the left with a radius of 1052.92 feet, a central angle of 46°07'00", and a

chord bearing and distance of South 66°49'55" East, 824.79 feet;
-- Southeasterly, with said curve, an arc distance of 847.48 feet to a 5/8" iron rod set for corner;
-- South 89°53'25" East, a distance of 515.33 feet to a 5/8" iron rod set for corner;
-- South 00°06'35" West, a distance of 43.00 feet to a 5/8" iron rod set in the north right-of-way line of Eldorado Parkway (FM 2934 – variable width ROW);

THENCE with said north right-of-way line, the following courses and distances to wit:

-- North 89°53'25" West, a distance of 515.33 feet to a 5/8" iron rod set, for the beginning of a tangent curve to the right with a radius of 1095.92 feet, a central angle of 46°07'00", and a chord bearing and distance of North 66°49'55" West, 858.47 feet;
-- Northwesterly, with said curve, an arc distance of 882.09 feet to a 5/8" iron rod set for corner;
-- North 43°46'25" West, a distance of 473.76 feet to a 5/8" iron rod set, for the beginning of a tangent curve to the left with a radius of 1195.92 feet, a central angle of 32°08'41", and a chord bearing and distance of North 59°50'45" West, 662.18 feet;
-- Northwesterly, with said curve, an arc distance of 670.95 feet to a 5/8" iron rod set in the southerly line of a 1.61 acre tract of land described in deed to the Frisco Independent School District recorded in Denton County Clerk's File No. 2006-34213 of the Real Property Records of Denton County, Texas;

THENCE with the east line of said 1.61 acre part of the way, the following courses and distances to wit:

-- North 33°01'51" West, a distance of 50.60 feet to a 5/8" iron rod set for corner;
-- North 10°57'34" East, a distance of 67.18 feet to a 5/8" iron rod set, for the beginning of a tangent curve to the left with a radius of 480.00 feet, a central angle of 27°17'34", and a chord bearing and distance of North 02°41'13" West, 226.49 feet;
-- Northwesterly, with said curve, an arc distance of 228.65 feet to a 5/8" iron rod set for corner;
-- North 16°20'00" West, a distance of 121.66 feet to a 5/8" iron rod set, for the beginning of a tangent curve to the right with a radius of 420.00 feet, a central angle of 22°20'15", and a chord bearing and distance of North 05°09'53" West, 162.71 feet;
-- Northwesterly, with said curve, an arc distance of 163.74 feet to a 5/8" iron rod set for corner;
-- North 06°00'15" East, a distance of 143.67 feet to a 5/8" iron rod set, for the beginning of a tangent curve to the right with a radius of 420.00 feet, a central angle of 39°24'10", and a chord bearing and distance of North 25°42'20" East, 283.18 feet;
-- Northeasterly, with said curve, an arc distance of 288.84 feet to a 5/8" iron rod set for corner;
-- North 45°24'25" East, a distance of 115.37 feet to a 5/8" iron rod set, for the beginning of a tangent curve to the left with a radius of 480.00 feet, a central angle of 45°38'30", and a chord bearing and distance of North 22°35'10" East, 372.34 feet;
-- Northeasterly, with said curve, an arc distance of 382.37 feet to a 5/8" iron rod set for corner;
-- North 00°14'03" West, a distance of 266.97 to a 5/8" iron rod set for corner;

-- South 89°44'34" West, a distance of 905.34 feet to a 5/8" iron rod set in the east line of two tracts of land described in deed to Centex Homes recorded in Denton County Clerk's File No. 05-37863 and 05-51584 of the Real Property Records of Denton County, Texas;

THENCE with said east line and along a fence, North 00°15'28" West, a distance of 770.27 feet to the **POINT OF BEGINNING** and containing 100.3998 gross acres of land;

SAVE AND EXCEPT THE FOLLOWING 10 LOTS:

Lots 1 through 10, Block Q, Newman Village Phase One, a subdivision in the City of Frisco, Denton County, Texas, according to the map or plat thereof recorded on 8/29/08 in Cabinet Y, Pages 604-606 of the Plat Records of Denton County, Texas.

TRACT 2:

Easement Estate created pursuant to that reservation in Special Warranty Deed from Jim R. Newman and Dale Clinton Newman to Frisco Independent School District, filed March 24, 2006, under County Clerk's File No. 2006-34212, Real Property Records, Denton County, Texas.

TRACT 3:

Easement Estate created pursuant to that reservation in Special Warranty Deed from Jim R. Newman and Dale Clinton Newman to Frisco Independent School District, filed March 24, 2006, under County Clerk's File No. 2006-34213, Real Property Records, Denton County, Texas.

EXHIBIT "B"

(GUIDELINES)

NEWMAN VILLAGE ARCHITECTURAL & DEVELOPMENT GUIDELINES FOR RESIDENTIAL LEVELS 1, 2, 3 (CUSTOM) AND PATIO

The Community Design Guidelines for Newman Village (the "C&D Guidelines") will supplement and clarify these Architectural and Development Guidelines but will not change or amend them in any way. These Architectural and Development Guidelines will control in all respects if there are any conflicts in meaning or interpretation between the provisions hereof and the C&D Guidelines.

General Note: When the term "Level" is used below refer to Newman Village Matrix (attached) for typical lot size and other information.

1. BUILDING LINES, SET BACKS, AND LOT COVERAGE

A. Front Yard Setback:

Level 1: 20 feet

Level 2: 25 feet

Level 3 (Custom): 25 feet and 30 feet (refer to plat for specific front yard setbacks)

Patios: Patios around the park 15 feet; all other patios to be 20 feet

Note: Front yard setbacks can be reduced 5 feet for all Levels (except Patios around the Central Park) for homes with front porches that have a minimum depth of 7 feet.

B. Rear Yard Setback:

Minimum rear yard setback is 20 feet, (except for Patios which have a 12 foot setback.)

C. Side Yard Setback:

Level 1: 7 feet

Level 2: 10 feet

Level 3 (Custom): 10 feet (except for the Custom Lots on Newman Blvd. are to be 12.5 feet)

Adjacent to a side street the minimum side yard setback is 15 feet.

Patio: Minimum side yard setback is 2 feet on one side and 10 feet on the opposite

side.

D. Garage Door Setback:

Setback for a garage to a street is 20 feet from the garage door to the property line. Setback for a garage to an alley is 20 feet from the garage door to the property line if an alley exists.

E. Lot Coverage:

Level 1, 2 & 3 (Custom): A maximum of 45% of the lot may be covered by structure under roof.

Patio: A maximum of 55% of the lot may be covered by structure under roof.

F. Minimum Square Footage:

Level 1: Each residence must contain a minimum of 2,800 square feet of contiguous, air-conditioned living space for a single story residence, 3,000 square feet for 1 ½ story and 3,300 square feet for a two story.

Level 2: Each residence must contain a minimum of 3,500 square feet of contiguous, air-conditioned living space for a single story residence and 4,000 square feet for a two story.

Level 3:(Custom) Each residence must contain a minimum of 4,000 square feet of contiguous, air-conditioned living space for a single story residence and 4,500 square feet for a two story.

Patio: Each residence must contain a minimum of 2,500 square feet of contiguous, air-conditioned living space for a single story residence and 3,000 square feet for a two story.

G. Percentage of each Home Level

See DARLING HOMES/ 285 acre NEWMAN VILLAGE MATRIX (attached) for home percentages to be built.

2. ARCHITECTURE:

The architectural design philosophy of the project is intended to develop a look and feel of “timeless” architectural design. The vocabulary selected is based on the architectural traditions and design heritage of old world classical architecture. French Eclectic, English Tudor, Italian Renaissance, Spanish Eclectic, Tuscan, Italianate, Colonial Revival, and Early

Classical Revival will be the typical influences. Other architectural styles will be considered with the exception of contemporary architecture. All street front exteriors are subject to aesthetic determination by the Committee. The Committee encourages architectural continuity through traditional architectural style and the use of complimentary materials. The Committee also encourages architectural diversity through variances of hips and gable roofs, roof pitch, building offsets, garage entrances, garage sizes, etc. While each home should complement adjacent structures, every home should have a unique identity through the use of detailing like: cast stone, wrought iron, window treatments, dormers, turrets, flat work, tree placement, brick details, natural stone, combining brick and natural stone, gas lights, landscape illumination, etc. The Committee encourages the use of wood timbers, plywood architectural structures, finials, decorative cornices, copper vents, decorative features, paint grip sheet metal, copper guttering and architectural details that individualize each residence.

3. EXTERIOR MATERIALS & DETAILING:

- A. Level 1, 2, 3 (Custom) & Patio: Exterior materials shall be 100% masonry (brick, stucco, cast stone and stone) on any walls facing any street where masonry is the prominent material used, and 80% masonry on each (non-visible) remaining side and rear elevations, except that alternative materials may be used where appropriate to the architectural style of the home and as approved by the Committee. All exposed portions of the fire breast, flu and chimney shall be clad in brick, stone, brick and stone, or stucco, matching the materials used on the residence. No EIFS is allowed on any exterior or chimney.

Levels 1, 2, & 3 (Custom) and Patio: Exterior detailing materials include all of the above, plus all window headers, sides and sills, which are exposed to the street shall be constructed of cast stone, natural stone, decorative shaped brick or contain certain decorative elements consistent with the architectural style of the home and as specifically approved by the Committee.

- B. Brick –

The Committee shall approve a blend of brick colors shapes and textures to be used on the residences. Brick that is not on the approved list shall be submitted to the Committee for consideration of approval.

- C. Gutters & Downspouts –

Level 1 & Patio: The entire structure shall be guttered with downspouts. All downspouts except those emptying directly into streets, driveways or alleys shall be tied into underground drains if positive drainage does not exist. Gutters shall not drain across property lines.

Levels 2 & 3 (Custom): Includes all of the above, plus all gutter and downspouts on the front of the house and any side that faces a street or common area shall be molded from copper or paint grip metal as approved by the Committee.

D. Windows –

Level 1: Wood, solid PVC, vinyl, PVC clad and fiberglass clad windows are acceptable throughout.

Levels 2 & 3 (Custom) & Patio: All windows visible from front or side streets shall be painted wood, solid PVC, vinyl, PVC clad and fiberglass clad windows appropriate to the style of the home and by a manufacturer approved by the Committee.

E. Maximum Building Height is 40 ft.

F. Ceiling heights shall be a minimum of 9.0' for the main level and minimum 8.0' on the second level (10.0' main floor and 9.0' second floor preferred).

G. The Committee will approve uniform house numbers and house number locations.

H. The Committee will approve a uniform mailbox and mailbox location.

I. Exterior paint colors will be muted neutral earth tone colors unless specifically approved by the Committee. All exterior colors are to be approved by the Committee.

J. Stone:

Granberry stone; or
Millsap stone – chopped and random or
Luters Ruff Back Stone, chopped and random, or;
Limestone – chopped and random;
Or as approved by the Committee

K. Cast Stone: light brown, white or cream color with or without pitting.

L. Electrical meters visible from streets on any elevation:
The supply conduit for electrical meters visible from streets shall enter the foundation beneath the final yard grade so that the electrical meter and the meter box front are the only items visible.

4. ROOF:

A. Levels 1, 2 & 3 (Custom) & Patio: All roofs shall have a minimum slope 12:12 roof pitch on any front and side visible from a street and a minimum slope of 8:12 roof pitch for rear and sides not visible from a street except that Mediterranean and

Romantic style homes shall have a minimum of 3:12 roof pitch. Roof pitches appropriate to the style of the house.

Vent stacks and other roof penetrations shall be placed on roof planes other than those visible from streets or common areas, unless specifically approved by the Committee.

- B. Roof material shall be standing seam copper, approved standing seam metal, natural slate shingles, approved imitation slate shingles and approved composition 30 year laminated shingles or other approved roof materials. The Committee shall approve all colors and mix of colors of roof surfaces.
- C. Roof form shall be limited to hip, Dutch hip or Dutch gable or gable. Roof forms should be randomly distributed throughout each street scene. The Committee will require variation of roof pitch, dormer details, etc. for adjacent structures.

5. WALLS / FENCING / SCREENING:

- A. Walls and screens along front elevations visible from streets shall be constructed of masonry to match the residence, masonry and wrought iron, wrought iron, or other decorative materials as appropriate to the style of the home. Walls and screens along side yards adjacent to a side street or common areas may be constructed of masonry and/or steel and designed with period designs to fit the architectural style of the residence. All fence tops shall be level with grade changes stepped up or down as the grade change. All wood privacy fences shall be double sided and must not be visible from the street. The Committee shall approve the height of all fences and the detailing and location of all fences. A height of 6 feet is required on wood privacy fences.
- B. Equipment, air conditioning compressors, service yards, storage piles, woodpiles, garbage receptacles, and similar items must be visually screened from streets, alleys, common areas and neighboring lots by solid screening walls which match the residence material (or approved landscape) and are approved by the Committee.
- C. Retaining walls built in front yards and side or rear yards facing green spaces shall be addressed in the following manor: Walls that do not cross property lines shall be constructed of brick, stone or complimentary material to coordinate with the residence on that particular lot. Walls that will need to cross property lines may be constructed of a singular complimentary material as determined by the Committee to avoid a "patchwork" look. The Committee shall approve all retaining wall locations, materials and detailing.

6. GARAGE / DRIVEWAYS / WALKWAYS:

Each residential dwelling erected on any Lot shall provide garage space and parking for a minimum of 2 conventional automobiles. Each lot shall also provide a minimum of 2 off-

street parking spaces. Garages on the front of a group of homes must vary between front-in and turn-in drives. All garage doors shall be equipped with automatic remote controlled door openers and shall remain closed when not in use. The Committee shall approve all garage placements, door design and door materials. Cedar clad doors are required on all garages viewed from a street or common area.

The Committee shall approve all colors patterns and materials for drives, walkways and steps. All driveways fronting on a street shall be constructed of the following materials: brick pavers, stone, interlocking pavers, stamped concrete, colored/stained concrete, broom finish concrete, or concrete with stone or brick border. All front entry surfaces must be constructed in brick, stone, slate or flagstone. All sidewalks and steps from the public sidewalk or front driveway to the front entry must be constructed in brick, stone, slate, flagstone, concrete, or concrete with brick or stone borders.

7. EXTERIOR LIGHTING:

The intent of the exterior lighting requirement in Newman Village is to provide additional neighborhood lighting for additional aesthetic value at night. All front entrances must have no less than one down light or a minimum of one bracket light beside each front entrance. All entrance down lights and all entrance bracket lights shall be controlled by electric eye photocells, and kept in working order at all times. There will be a minimum of 2 lights (a combination of entry down lights and entry bracket lights) on the photocell for each residence. In addition, all front yards must have a minimum of 2 trees lighted with a minimum of 2 approved landscape illumination fixtures connected to an electric eye photocell. Where appropriate, upfloods or footlights may shine up the face of the building, but will not count against the minimum light requirement.

8. TREES:

There is a requirement by the City of Frisco to have street trees at 35' on center on all streets. Each street is designated to have one predetermined type of shade tree. The Committee will provide the type of street tree required at landscape plan submittal. All street trees are to be 5" caliper. Additional trees required are as follows. Homes that have a 25' or greater front yard setback are required to have two (2) 5" caliper shade trees (i.e., red oak, live oak or other Committee approved shade tree). Homes that have a 20' front yard setback are required to have one (1) 5' caliper shade tree and one (1) minimum 30-gallon ornamental tree 9' to 10' in height with a minimum 4' to 5' spread. Homes that have a 15' front setback are required to have two (2) minimum 30-gallon ornamental trees the same size as above. A minimum of one 4" caliper tree is required in the rear yard. Container grown trees are strongly suggested. Absolutely no existing trees may be removed without the Committee's written approval. City permits are also required to remove a tree. If any of the above tree requirements conflict with the City of Frisco requirements, the City requirements will take precedent.

9. PLAN SUBMITTAL AND LANDSCAPE INSTALLATION REQUIREMENTS:

A. Preliminary Plans:

The builder or owner shall submit two (2) sets of the preliminary plan which includes a site plan and front exterior elevation for approval to the committee before working drawings are to be developed. The elevation must show plate height, roof pitch, material designation, window type and material, and all other information necessary so as to give a complete description of the material, and all other information necessary so as to give a complete description of the architecture of the residence. Any existing trees that are subject to removal shall be identified on the preliminary plan. The Committee shall have fifteen (15) days from the date of the Committee's receipt of a complete set of preliminary plans to review and approve these preliminary plans. If the Committee fails to respond to the first request within this fifteen (15) day period, the owner/builder may make a second request for approval. Failure to notify owner/builder of disapproval of plans within ten (10) days of the Committee's receipt of the second request indicates that submitted preliminary plans are approved.

B. Final Plans:

The builder/owner shall submit two (2) sets of architectural construction documents depicting the house, other structures, flatwork, pools, fences, etc. A floor plan in ¼ inch scale shall include exterior elevations and an electrical plan. The documents must include color and material selections for brick, stucco, stone and exterior trim, window paint and material selections for the front walk and driveway. The Committee shall have fifteen (15) days from the date of the Committee's receipt of a complete set of final plans to approve the same. If the Committee fails to respond to the first request within this fifteen (15) day period, the owner/builder may make a second request for approval. Failure to notify owner/builder of disapproval of plans within ten (10) days of the Committee's receipt of the second request indicates that submitted working drawings are approved.

C. Landscape Plans:

The builder/owner shall submit two (2) sets of Landscape Plans to the Committee no later than 90 days after receipt of the final plan approval. NO flatwork is to be done prior to plan approval. The plan must show existing trees and landscaping. Landscape plan must specify all materials by common name, plant spacing and size at time of planting. Landscape plans shall be prepared by a landscape architect or designer and shall detail all proposed trees, fence (type and locations), walls, planting, structures, sidewalks, patios, driveways, pools, drainage improvements, sprinkler, lighting locations, etc. The Committee shall have fifteen (15) days from the date of the Committee's receipt of a complete set of landscape plans to approve the same. If the Committee fails to respond to the first request within this fifteen (15) day period the owner/builder may make a second request for approval. Failure to notify owner/builder of disapproval of plans within ten (10) days of the Committee's receipt of the second request indicates that submitted working drawings

are approved.

D. Landscape Installation:

The landscape installation shall be completed no later than 30 days after occupancy in accordance with the approved Landscape Plan.

AMENDMENTS AND/OR CHANGES:

The Architectural Review Committee upon consent of Darling Frisco Partners, Ltd. reserves the right to modify these Architectural & Development Guidelines for clarifications, amendments or corrections as necessary.

DARLING HOMES / 285 acre NEWMAN VILLAGE MATRIX

June 2, 2008

VILLAGE	APPROX. PRICE RANGE	MINIMUM LOT SIZE	MINIMUM SQUARE FOOTAGE*	Percentage of home product
Residential Level 1	\$350 – \$600 +	69' x 120'	2,800 S.F. – Single Story 3,000 S.F. – 1-1/2 Story 3,300 S. F. – Two Story	33%
Residential Level 2	\$500 – \$800 +	85' x 130'	3,500 S.F. – Single Story 4,000 S. F. Two Story	32%
Residential Level 3 (Custom)	\$700 – \$1M +	95' x 140'	4,000 S. F. – Single Story 4,500 S.F. Two Story	17%
Residential - Patio	\$300 – \$500 +	52' x 120'	2,500 S.F. – Single Story 3,000 S.F. – Two Story	18%

100%

**** Electronically Filed Document ****

Denton County
Juli Luke
County Clerk

Document Number: 2015-44420
Recorded As : ERX-MISC GENERAL FEE

Recorded On: April 29, 2015
Recorded At: 09:19:28 am
Number of Pages: 12

Recording Fee: \$70.00

Parties:

Direct- NEWMAN VILLAGE HOMEOWNER
Indirect-

Receipt Number: 1281163
Processed By: Terri Bair

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

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.



THE STATE OF TEXAS)
COUNTY OF DENTON)

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

Juli Luke

County Clerk
Denton County, Texas

**THIRD SUPPLEMENT
TO THE
DEDICATORY INSTRUMENT CERTIFICATE
FOR NEWMAN VILLAGE**

[First Amendment to Architectural & Development Guidelines]

**STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON §**

THIS THIRD SUPPLEMENT TO DEDICATORY INSTRUMENT CERTIFICATE FOR NEWMAN VILLAGE (this "Third Supplement") is made this 28th day of APRIL, 2015, by Newman Village Homeowners Association (the "Association").

WITNESSETH:

WHEREAS, Darling Frisco Partners, Ltd. ("Declarant") prepared and recorded an instrument entitled "First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village" on or about September 11, 2008, as Document No. 2008-99716 of the Real Property Records of Denton County, Texas (the "Declaration"); and

WHEREAS, the Association is the property owners' association created to manage or regulate the planned development covered by the Declaration, which development is more particularly described in the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, on or about November 12, 2008, the Association filed a Dedicatory Instruments Certificate [for] Newman Village Homeowners Association as Document No. 2008-121275 of the Real Property Records of Denton County, Texas (the "Notice"); and

WHEREAS, on or about March 1, 2012, the Association filed a First Supplement to Dedicatory Instrument Certificate for Newman Village as Document No. 2012-20766 of the Real Property Records of Denton County, Texas (the "First Supplement"); and

WHEREAS, on or about July 10, 2012, the Association filed a Second Supplement to Dedicatory Instrument Certificate for Newman Village as Document No. 2012-73953 of the Real Property Records of Denton County, Texas (the "Second Supplement"); and

WHEREAS, the initial set of Architectural & Development Guidelines for Residential Levels 1, 2, 3 (Custom) and Patio ("Guidelines") for the Association are recorded in the Denton

County Real Property Records as Exhibit "B" to the Declaration; and

WHEREAS, Article III, Section 3.03 of the Declaration provides that the Guidelines may be amended at the discretion of Declarant during the Declarant Control Period; and

WHEREAS, Declarant has prepared the First Amendment to the Newman Village Architectural & Development Guidelines for Residential Levels 1, 2, 3 (Custom) and Patio (the "Amended Guidelines") for recording in the Real Property Records of Denton County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the Amended Guidelines attached hereto as Exhibit "A" is a true and correct copy of the original and is hereby filed of record in the Real Property Records of Denton County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Third Supplement to be executed by its duly authorized agent as of the date first above written.

**NEWMAN VILLAGE HOMEOWNERS
ASSOCIATION**

By: Zach Schmeier

Printed Name: ZACH SCHMEIER

Title: HOA PRESIDENT

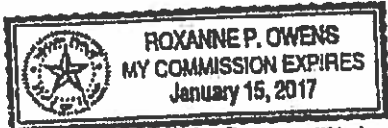
ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared Cach Schneide, President of Newman Village Homeowners Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 28 day of April, 2015.

Roxanne P. Owens
Notary Public, State of Texas
1/15/2017
My Commission Expires



P:\RWBW\10 - Dedicatory (Association Documents)\Notice.ded\Newman Village - 3rd Supp NOF.doc

Exhibit "A"

First Amendment to the Newman Village Architectural & Development Guidelines for Residential Levels 1, 2, 3 (Custom) and Patio

**FIRST AMENDMENT TO THE
NEWMAN VILLAGE
ARCHITECTURAL & DEVELOPMENT GUIDELINES
FOR RESIDENTIAL LEVELS 1, 2, 3 (CUSTOM) AND PATIO**

WHEREAS, Exhibit B to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village (the "Declaration") contains the Newman Village Architectural & Development Guidelines for Residential Levels 1, 2, 3 (Custom) and Patio (the "Guidelines"); and

WHEREAS, pursuant to Article III, Section 3.03 of the Declaration, all designs for Improvements on Lots must conform to the Guidelines; and

WHEREAS, pursuant to Article III, Section 3.03 of the Declaration, the Guidelines may be amended by Darling Frisco Partners, Ltd. (the "Declarant") at its discretion during the Declarant Control Period; and

WHEREAS, the Declarant Control Period is still in effect; and

WHEREAS, pursuant to this authority, the Declarant hereby adopts the following First Amendment to the Guidelines.

NOW, THEREFORE, the Guidelines are hereby amended as follows:

1. Section 3, entitled "EXTERIOR MATERIALS & DETAILING," subsection D is deleted in its entirety and replaced with the following:

D. Windows

- Storm windows and window screens and solar screens are NOT allowed on elevations facing the street and elevations facing a public right-of-way or public space.
- Level 1: Wood, solid PVC, vinyl, PVC clad and wood clad and fiberglass windows are acceptable throughout.
- Levels 2&3 (Custom) & Patio: All windows visible from front or side streets shall be painted wood, solid PVC, vinyl, PVC clad and wood clad and fiberglass clad windows appropriate to the style of the home and by a manufacturer approved by the Committee.



2. Section 5, entitled "WALLS/FENCING/SCREENING," subsection B is deleted in its entirety and replaced with the following:

- B.** Equipment, air conditioning compressors, service yards, storage piles, woodpiles, garbage receptacles, and similar items must be visually screened from streets, common areas and neighboring lots by Landscape screening and are approved by the Committee.

3. Section 5, entitled "WALLS/FENCING/SCREENING," is amended by adding a new subsection D thereto to state as follows:

D. Screen Material on Iron Fences (For Pets)

- A Standard Wire Mesh screening should to be used on the Newman Village Standard Iron Fence to enclose small pets in the yard.
- The Mesh should always be "Black" in color.
- The Mesh can be a Black Vinyl welded wire or Galvanized wire mesh (painted Black). The size (opening) for the mesh can be 2"x2" square or 2"x3" rectangle shape.
- The wire mesh should be installed on the inside of the iron fence facing the rear yard.
- The wire must have a more uniform cut at the top to match the horizontal line of the fence and do not overlap the wire.
- The wire attachments should be "black" plastic ties with the extensions cut off.
- The height of the wire mesh should be no higher than 24" above the grade.
- No additional landscaping in front of the fence is required.

4. Section 5, entitled "WALLS/FENCING/SCREENING," is amended by adding a new subsection E thereto to state as follows:

E. Wood Fence Stain

- Wood fence stain is to be the same on all new and repaired wood fences.
- All "Community Standard" Wood Privacy Fences (double-sided board on board) at Rear and Side Yards between houses shall be stained (no natural finishes). The approved stain color for all of the "Standard" Cedar wood fences in Newman Village will be "CEDAR NATURAL TONE", Semi-Transparent, by Pittsburg Paints.
- All Decorative Wood Fences, at Front Sidewalks and side fences on Corner Lots, shall be painted or stained (no natural finishes).
- Paint colors for Decorative Wood Fences are typically the lightest trim color of the house or white.
- Paint Colors for Privacy and Decorative Iron Fences should be painted Black.

5. The Guidelines are amended by adding a new Section 10 thereto to state as follows:

10. **Ancillary Structures**

- Any ancillary structures (gazebos, trellis, tool sheds, potting sheds, playhouses, etc.) must be carefully designed to maintain the architectural integrity and aesthetic continuity of the main residence in massing, scale, materials, detailing and color. Refer to the Architectural Details section of the Community Guidelines.
- Ancillary buildings must meet and respect City of Frisco required setback criteria for side and rear yards.
- Accessory structures such as play sets or dog houses may be permitted but must receive written approval of the ACC prior to installation or construction.
- In some cases where space allows, certain program elements such as studios, libraries, or pool cabanas can be effectively detached from the primary structure and located in the garden as a pavilion. Development criteria and requirements which will be considered by the ACC for approval are essentially the same as those of primary residential structures. Any ancillary structure should be located and designed to respect the views, privacy, and other aspects of the adjacent properties.
- Pre-fabricated metal outbuildings are unacceptable.

6. The Guidelines are amended by adding a new Section 11 thereto to state as follows:

11. **Metal & Sidewalk Edging**

- Newman Village was created with a vision of consistent hedgerows, public walks and street trees that define and identify it as an upscale neighborhood. The beauty is in the consistency of treatment of that public space throughout the community, with the individual semi-private spaces behind the hedgerows taking on individual character to compliment the homes themselves, as well as the homeowners. If individuals are allowed to alter that vision for the public space in an inconsistent manner throughout the community, the value is lost and the community loses much of its designed appeal.
- The metal edging can be allowed around bedding as long as it is buried to the same height as the surrounding grass or turf (One Inch above Soil - Maximum Height Allowed).
- The idea for burying the metal edging is for the Edging to Not Be Visible.
- Metal Edging should only be used if necessary, but should be discouraged.
- No edging of any kind (metal, stone, or brick) is allowed around the Street Trees and along Front Sidewalks (between the Front Sidewalk and Hedge Rows).

7. The Guidelines are amended by adding a new Section 12 thereto to state as follows:

12. **Satellite Dishes/Antennas**

- Where possible, these should be located such that they are screened from view of the public right-of-way or adjacent properties. The proposed location must be approved by the ACC.
- Antennas, satellite or microwave dishes, and receiving or transmitting towers that are visible from the street or from another lot are prohibited within the Property, except (1) "dish" antennas that are one meter or less in diameter and designed to receive direct broadcast satellite service (DBS) or to receive or transmit fixed wireless signals via satellite, or (2) antennas or satellite dishes that are one meter or less in diameter or diagonal measurement and designed to receive video programming services via broadband radio service or to receive or transmit fixed wireless signals, and (3) antennas that are designed to receive local television signals (collectively, the "Antenna" are permitted if located (a) inside the structure (such as in an attic or garage) so as not to be visible from outside the structure, (b) in a fenced yard, or (c) attached to or mounted on the rear wall of a structure below the eaves.

8. The Guidelines are amended by adding a new Section 13 thereto to state as follows:

13. Trampolines

- Trampoline must be located in the rear yard, and cannot be visible from the street at any view from the street.

9. The Guidelines are amended by adding a new Section 14 thereto to state as follows:

14. Advertising Signs

- No signs, billboards or advertising structures are permitted on any lot except with the written permission of the ACC.

10. The Guidelines are amended by adding a new Section 15 thereto to state as follows:

15. Basketball Goals

(a) Portable Systems will be permitted with restrictions.

Portable Basketball Systems - While these movable systems do not require a formal submittal, homeowners should be advised **Portable systems will be permitted with the following restrictions--**

- "Portable basketball systems when not in use must be stored out of sight and cannot be seen from any portion of the front of the house from the street".
- The system is located in the rear driveway or backyard of the home
- The system is placed a minimum of 10 ft. from any side or rear property line.
- The system must remain on the owner's immediate property at all times.
- The backboard of the portable goal must be located so that the ball will not be aimed or thrown toward a neighboring yard or a neighboring house.
- The backboard must be of clear view acrylic material.
- The backboard size must not be smaller than 48"X 36"X 3/8" nor larger than 60" X 38" X 3/8"
- Supports for backboards must be black fiberglass or metal and the backboard must be transparent. Natural colored or anodized aluminum supports are not permitted.

(b) Permanent Pole Mounted Basketball Goals - Must be submitted for approval prior to installation. Submittal must include a brochure and the proposed location on a scaled plot plan.

Permanent, pole-mounted basketball goals will be considered in certain circumstances provided:

- The pole's location is setback a minimum of 15 ft. behind the front elevation of the home and/or a minimum of 10 ft. from the rear property line.

- the pole is located a minimum of 10 ft. from any side property line,
- The pole is located so that the ball will not be aimed or thrown toward a neighboring yard or a neighboring house (this would effectively prevent placing backboards anywhere near the neighboring house).
- The pole's diameter is no smaller than 4" X 4" and no larger than 5"X5".
- The pole is solid black.
- The backboard must be of clear view acrylic material.
- The backboard size must not be smaller than 48"X 36"X 3/8" nor larger than 60" X 38" X 3/8".
- Supports for backboards must be black fiberglass or metal and the backboard must be transparent. Natural colored or anodized aluminum supports are not permitted.
- The whole unit may not exceed 12ft. in height.


(c) Permanent-Mount Backboards - Must be submitted for approval prior to installation. Submittal must include a brochure and the proposed location on a scaled plot plan.

- Backboards should be mounted on or near the garage unless otherwise approved.
- If the garage is located on the front elevation of a home, the backboard should be mounted perpendicular to the street.
- The backboard must be of clear view acrylic material.
- The backboard size must not be smaller than 48"X 36"X 3/8" nor larger than 60" X 38" X 3/8"
- Supports for backboards must be black fiberglass or metal and the backboard must be transparent. Natural colored or anodized aluminum supports are not permitted.
- The backboard is mounted a minimum of 15 ft. behind the front elevation of the home.
- Backboards must be located so that the ball will not be aimed or thrown toward a neighboring yard or a neighboring house.

IN WITNESS WHEREOF, the Declarant has adopted this First Amendment as of the 15th
day of April, 2015.

Darling Frisco Partners, Ltd.,
A Texas limited partnership

By: DFP Texas (GP), LLC
A Texas limited liability company, its General Partner

By: 
Name: Andrew Green
Title: VP Finance

**** Electronically Filed Document ****

Denton County
Juli Luke
County Clerk

Document Number: 2015-142806
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Recorded At: 04:00:37 pm
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Parties:

Direct- DARLING FRISCO
Indirect-

Receipt Number: 1369095
Processed By: Terri Bair

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

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.



THE STATE OF TEXAS)
COUNTY OF DENTON)

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

Juli Luke

County Clerk

**FOURTH SUPPLEMENT
TO THE
DEDICATORY INSTRUMENT CERTIFICATE
FOR NEWMAN VILLAGE
[Second Amendment to Architectural & Development Guidelines]**

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DENTON §

THIS FOURTH SUPPLEMENT TO DEDICATORY INSTRUMENT CERTIFICATE FOR NEWMAN VILLAGE (this "Fourth Supplement") is made this 10th day of December, 2015, by Newman Village Homeowners Association (the "Association").

WITNESSETH:

WHEREAS, Darling Frisco Partners, Ltd. ("Declarant") prepared and recorded an instrument entitled "First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village" on or about September 11, 2008, as Document No. 2008-99716 of the Real Property Records of Denton County, Texas, as amended and supplemented (the "Declaration"); and

WHEREAS, the Association is the property owners' association created to manage or regulate the planned development covered by the Declaration, which development is more particularly described in the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, on or about November 12, 2008, the Association filed a Dedicatory Instruments Certificate [for] Newman Village Homeowners Association as Document No. 2008-121275 of the Real Property Records of Denton County, Texas (the "Notice"); and

WHEREAS, on or about March 1, 2012, the Association filed a First Supplement to Dedicatory Instrument Certificate for Newman Village as Document No. 2012-20766 of the Real Property Records of Denton County, Texas (the "First Supplement"); and

WHEREAS, on or about July 10, 2012, the Association filed a Second Supplement to Dedicatory Instrument Certificate for Newman Village as Document No. 2012-73953 of the Real Property Records of Denton County, Texas (the "Second Supplement"); and

WHEREAS, on or about April 29, 2015, the Association filed a Third Supplement to the

Dedictory Instrument Certificate for Newman Village as Document No. 2015-44420 of the Real Property Records of Denton County, Texas (the "Third Supplement"); and

WHEREAS, the initial set of Architectural & Development Guidelines for Residential Levels 1, 2, 3 (Custom) and Patio ("Guidelines") for the Association are recorded in the Denton County Real Property Records as Exhibit "B" to the Declaration; and

WHEREAS, Article III, Section 3.03 of the Declaration provides that the Guidelines may be amended at the discretion of Declarant during the Declarant Control Period; and

WHEREAS, the Declarant Control Period has not expired; and

WHEREAS, the First Amendment to the Newman Village Architectural & Development Guidelines for Residential Levels 1, 2, 3 (Custom) and Patio (the "Amended Guidelines") were recorded as Exhibit "A" to the Third Supplement; and

WHEREAS, Declarant has adopted and prepared the Second Amendment to the Newman Village Architectural & Development Guidelines for Residential Levels 1, 2, 3 (Custom) and Patio (the "Second Amendment to Guidelines") for recording in the Real Property Records of Denton County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the Second Amendment to Guidelines attached hereto as Exhibit "A" is a true and correct copy of the original and is hereby filed of record in the Real Property Records of Denton County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Declarant has caused this Fourth Supplement to be executed by its duly authorized agent as of the date first above written.

DARLING FRISCO PARTNERS, LTD., a Texas limited Partnership

By: DFP Texas (GP), LLC, a Texas limited liability company,
its General Partner

By:  _____

Printed Name: _____

Title: Andrew Green
VP-Finance

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Andrew Green, VP-Finance of DFP Texas (GP), Ltd., a Texas limited partnership, General Partner of Darling Frisco Partners, Ltd., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of December, 2015.



Roxanne P. Owens
Notary Public in and for the State of Texas
My Commission Expires: 1/15/2017

Exhibit "A"

Second Amendment to the Newman Village Architectural & Development Guidelines for Residential Levels 1, 2, 3 (Custom) and Patio

**SECOND AMENDMENT TO THE
NEWMAN VILLAGE
ARCHITECTURAL & DEVELOPMENT GUIDELINES
FOR RESIDENTIAL LEVELS 1, 2 3 (CUSTOM) AND PATIO**

WHEREAS, Exhibit B to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village (the "Declaration") contains the Newman Village Architectural & Development Guidelines for Residential Levels 1, 2, 3 (Custom) and Patio (the "Guidelines"); and

WHEREAS, pursuant to Article III, Section 3.03 of the Declaration, all designs for Improvements on Lots must conform to the Guidelines; and

WHEREAS, pursuant to Article III, Section 3.03 of the Declaration, the Guidelines may be amended by the Declarant at its discretion during the Declarant Control Period; and

WHEREAS, the Declarant Control Period is still in effect; and

WHEREAS, pursuant to this authority, the Declarant hereby adopts the following Second Amendment to the Guidelines.

NOW, THEREFORE, the Guidelines are hereby amended as follows:

1. Paragraph 11 of the Guidelines, entitled "Metal & Sidewalk Edging," is amended by deleting Paragraph 11 in its entirety and replacing it with the following:

- Newman Village was created with a vision of consistent hedgerows, public walks and street trees that define and identify it as an upscale neighborhood. The beauty is in the consistency of treatment of that public space throughout the community, with the individual semi-private spaces behind the hedgerows taking on individual character to compliment the homes themselves, as well as the homeowners. If individuals are allowed to alter that vision for the public space in an inconsistent manner throughout the community, the value is lost and the community loses much of its designed appeal.
- **NO EDGING** of any kind (metal, stone or brick) is allowed around the **STREET TREES**.
- All requests for edging are considering alterations to a property's exterior (or home's exterior) and therefore are required to have a homeowner to submit for an ACC approval prior to any installation or alterations.
- Metal Edging in other areas should only be used if necessary, but should be discouraged. No plastic or rolled edge rubber materials are allowed. All



metal edging must be DARK in color with all stickers and labels removed upon installation.

- Metal edging is allowed around bedding as long as it is buried to the same height as the surrounding grass or turf (One Inch above Soil - Maximum Height Allowed).
- Edging along Front Sidewalks (between the Front Sidewalk and Hedge Rows) is allowed.
 - Metal edging must be buried to allow only 1" height of exposed metal edging above the sidewalk.
 - Stone in between the sidewalks and hedgerow is allowed with the following conditions:
 - i. Materials shall be chopped stone, complimentary to the home.
 - ii. A sample photograph of the stone, as well as the color and height proposed, must be provided to the ACC, and the owner must obtain ACC approval prior to stone installation.
 - iii. The stone height (as measured from the sidewalk) shall not exceed four inches (4").
 - iv. The use of RIVER ROCK along the front sidewalks and flowerbeds is HIGHLY DISCOURAGED.

2. Paragraph 15 of the Guidelines, entitled "Basketball Goals," is amended by deleting Paragraph 15 in its entirety and replacing it with the following:

(a) **Portable Basketball Systems** – While these movable systems do not require a formal submittal, homeowners should be advised **Portable systems only will be permitted with the following restrictions:**

- The system is placed a minimum of 5 feet from any side or rear property line.
- Pole location of basketball goal must be set back behind front façade of the home.
- Proper maintenance of nets, goals and backboards must be adhered to at all times.
- The system must remain on the owner's immediate property at all times.
- The backboard must be of clear view acrylic material.
- The backboard size must not be smaller than 48" x 36" x 3/8" nor larger than 60" x 38" x 3/8".
- Supports for backboards must be black fiberglass or metal and the backboard must be transparent. Natural colored or anodized aluminum supports are not permitted.

(b) **Permanent Pole Mounted Basketball Goals** – Must be submitted for approval prior to installation. Submittal must include a brochure and the proposed location on a scaled plot plan.

Permanent, pole-mounted basketball goals will be considered in certain circumstances provided:

- Pole location of basketball goal must be set back behind front façade of the home.
- Proper maintenance of nets, goals and backboards must be adhered to at all times.
- The pole's diameter is no smaller than 4" x 4" and no larger than 5" x 5".
- The pole is solid black.
- The backboard must be of clear view acrylic material.
- The backboard size must not be smaller than 48" x 36" x 3/8" nor larger than 60" x 38" x 3/8".
- Supports for backboards must be black fiberglass or metal and the backboard must be transparent. Natural colored or anodized aluminum supports are not permitted.
- The whole unit may not exceed 12 feet in height.

(c) **Permanent-Mount Backboards** - Must be submitted for approval prior to installation. Submittal must include a brochure and the proposed location on a scaled plot plan.

- Backboards should be mounted on or near the garage unless otherwise approved.
- If the garage is located on the front elevation of a home, the backboard should be mounted perpendicular to the street.
- Proper maintenance of nets, goals and backboards must be adhered to at all times.
- The backboard must be of clear view acrylic material.
- The backboard size must not be smaller than 48' x 36' x 3/8" nor larger than 60" x 38" x 3/8".
- Supports for backboard must be black fiberglass or metal and the backboard must be transparent. Natural colored or anodized aluminum supports are not permitted.
- The backboard is mounted a minimum of 15 feet behind the front elevation of the home.
- Backboards must be located so that the ball will not be aimed or thrown toward a neighboring yard or a neighboring house.

IN WITNESS WHEREOF, the Declarant has adopted this Second Amendment as of the 10th
day of DECEMBER, 2015.

DARLING FRISCO PARTNERS, LTD., a Texas limited
Partnership

By: DFP Texas (GP), LLC, a Texas limited liability company,
its General Partner

By: 

Printed Name: Andrew Green
VP-Finance



NewmanVillage
Community Design Guidelines

Revision #3: 25 March 2019
Revision #2: 24 May 2018
Revision #1: 07 October 2009

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Notes and Forms:

**Submittal Request Form (Sample Form for Use)
(This Page will be Separate Document)

**Newman Village Exterior Selections Form (Sample Foam for Use)
(This Page will be Separate Document)

Section 1: Introductions

Community Overview

Newman Village is an opportunity to participate in the creation of a gated community that will become one of the most premier addresses in Texas. Newman Village has been planned with the discriminating home buyer in mind. The development of Newman Village will focus on quality and timeless tradition. The Community includes six lot styles anchored by a Central Plaza. The plaza theme is carried throughout the community with more intimate, neighborhood parks.

The lots surrounding the Central Plaza will contain high-density homes of various elevations styles and extensive detailing. Extending east and west from the Central Plaza is a grand divided boulevard lined by large **Manor** lots for custom homes. Spinning out from these two defining lot groups are additional custom and custom-production lots of various sizes.

To ensure success of the desired level of quality, the Community Design Guidelines (which includes the Architectural and Landscape Design Guidelines), the Detailed Regulating Plans, the Architectural Image Book, and the Architectural Control Committee have been established.

Community Guidelines Overview

The Community Design Guidelines are offered as a tool for Darling Frisco Partners, LTD to communicate its vision for Newman Village to builders, architects, designers, and interested homeowners. These Design Guidelines are intended to provide standards, guidelines and procedures for all built improvements in Newman Village (residences, additions, alterations, landscape, site work, etc.). They are meant to help assure the development of a unique community with an integral relationship between each site, the architecture, and landscape design.

These Guidelines are comprised of six sections:

- 1. Architectural Design Guidelines.**
- 2. Building Design Guidelines.**
- 3. Site Design Requirements.**
- 4. Landscape Design Guidelines.**
- 5. Design Review Process.**
- 6. Construction and Builder Regulations.**

These Guidelines are not intended to be a substitute for the requirements of any governing agency or any applicable codes. They are intended to supplement those governmental requirements and ordinances and to coordinate and direct the aesthetic of the designs.

These Guidelines may also be amended from time to time by the ACC. It is the homeowner's responsibility to ensure that they have current guidelines and have reviewed the CC&R's for the Development.

Amendments and/or Changes

The Architectural Control Committee reserves the right to amend the Community Design Guidelines. It is the Builder/Owners responsibility to ensure that they have current guidelines and have reviewed the CC&R's for Newman Village.

How to Use the Guidelines

This document is organized in order to guide the user through the design process step by step from the architectural design to the submittal process. Listed below are the appropriate steps to take in order to make the Darling Frisco Partners' vision for Newman Village a reality.

1. Locate your Lot and Identify the Lot Type.

Refer to the overall map of Newman village and locate the specific section that contains your lot. Identify the section number and the type of lot you have decided upon. This information can be found on the Final Record Plat.

2. Understand the Unique Features of Your Lot.

The unique features of each lot and their contribution to the community at large will be identified on the Detailed Regulating Plan.

3. Understand the Physical Characteristics of Your Lot.

It is important to take into consideration any physical features of the lot.

4. Understand the Requirements of the Lot.

Many of the specific requirements for the lot you have selected, such as setbacks, build-to lines, use easements, etc., are listed in the Detailed Regulating Plans, which will be provided for each numbered section in the community, as well as the Final Record Plat.

5. Understand the Architectural Character Appropriate to Newman Village.

The Architectural Design Guidelines section addresses the specific style and character issues that directly affect the overall vision for Newman Village.

6. Understand the Architectural Details Appropriate to Newman Village.

It is critical that the details of your home reflect the overall vision for Newman Village. In order to create a community of timeless quality, the home must be rich in detail and correct in scale and proportion.

7. Follow the Design Review Process.

The Design Review process is intended to be a user friendly method to assure that the vision for Newman Village is followed through on each home. A successful development hinges on the consistency and fairness of the review process.

8. Design Guidelines Pages NOT NECESSARY for Custom Builders. ***

Certain pages of the Community Design Guidelines, as indicated with "three asterisks" (***) (in blue) and located in the top right hand corner of the page, are identified for the Custom Home Builders use only. These pages are identified in order to make it more convenient for the Custom Builder to **bypass these pages** of the Guidelines that do not pertain to them without having to look over unnecessary information. All other builders are required to review all pages that pertain to their product types.

Detailed Regulating Plan Overview

The purpose of the Detailed Regulating Plans is to communicate the specific requirements of each individual lot to builders, architects, designers, landscape architects and homeowners. The DRP is an efficient method of presenting a large amount of information on a relatively small map.

The majority of the information presented on a Detailed Regulating Plan is landscape and site requirements, both for the lot and the surrounding block and/or neighborhood. All DRP's include built-to-lines, use easements, lot numbers, and lot sizes. Additional information may include the locations of high profile lots, irregularly shaped or custom lots, perimeter fences or hedges, privacy screening, special garages or driveway placement, and public open spaces.

The information contained in the Detailed Regulating Plans may be presented in several different ways. A sample page and an index with key definitions and descriptions will be provided.

High Profile Lots

There will be several "High Profile" lots in Newman Village. These are lots that will require a higher level of examination by the Architectural Control Committee (ACC) because of their location in the overall community of Newman Village. The higher level of examination will be in reviewing the architecture, landscaping, building placement on the lot and the proposed fencing or screening wall designs.

The typical locations for "High Profile" lots are:

- Corner Lots where more than one facade has direct street frontage. The architecture, landscape, and hardscape should respond to the side street and be articulated in such a way that creates just as interesting a streetscape as that of the front of the house.
- Terminus Lots which are lots that terminate a view or vista. It is unacceptable to terminate a view with a garage door or side yard fence. The main massing of the house should be the termination of that vista.
- Lots facing Common Areas and Prominently Located Lots. These houses represent the backdrop to the public outdoor room created by these public spaces.

The "High Profile" lots will be identified in the Detailed Regulating Plans.

Streetscape Guidelines (Plans/Elevations Repetition – Repeat Rules)

It is important to create a harmonious neighborhood environment and avoid the monotony found in many of today's communities. It is not uncommon for other communities to use the same elevation designs many times at any individual street. To avoid such a condition, the following steps have been established. (Repeat Rules).

- It is acceptable that multiple **identical home designs** be located in Newman Village under the condition that the elevation of identical homes will not be directly visible from the front door of each other. (And/or per the Following Rules).
- Homes with the **same floor plan** can not be built on adjacent lots, counting both sides of the Street. This would allow for the Same Floor Plan to be built with One Lot between the Same Floor Plan, but the Same Floor Plan Must have Different Elevations.
- **Two houses** that are identical in **massing** and have many of the same elements must be separated by a minimum of three (3) lots between them, whether on the same side of the street or across from one another. I.E. There must be a Minimum of (3) Intervening Homes, counting Both Sides of the Street, Between Homes with the Same Floor Plan and the Same Elevation.
- No more than **three houses** with the same **exterior materials with the same color palette** can be side by side before an alternate material and color should be placed in the streetscape. It is important that the **tones of a streetscape** be varied in both color and materials.

Lot Criteria

The following shall serve as general lot criteria for Newman Village.

- The PD Exhibit for the Newman Village Phase 1 Residential is:
PD-211 – Tract 3 (294.3 AC) – Single Family-3/Single Family-4/Single Family-5/Patio Home.
- The **driveway width** for a garage access from the front street of a residence is 12'-0" maximum. **(Refer to Exhibit "04").**
- **Security type gates** are not permitted on any non-alley lot driveways.
- When two **non-alley homes** have **driveways** that are **side by side**, the drives must be separated by a minimum of 3'-0" wide planting strip with a hedge starting in line with the front edge of the garage extending to the back sidewalk at the front of the lot. **(Refer to Exhibit "04").**
- **Visual Clearance** shall be provided so that no fence, wall, architectural screen, earth mounding or landscaping two feet, six inches (2'-6") or higher above the street center line obstructs the vision of a motor vehicle driver approaching any street, alley, or driveway intersection.

Building Lines, Setbacks, & Lot Coverage

Product Type: "A" (52' – Zero Side w/Alley) ***

City of Frisco Residential District Designation: (PH)-Patio Home District.

Phase 1 - (Lot Width - 52') (Privacy Wall/Zero Side Yard Alley Load)

Block E: Lots 12, 13, 15, 16 Block I: Lots 7, 9, 10

Block J: Lots 1 Block K: Lots 1-4

Block L: Lots 1, 2, 3, 5

Front Yard Setback: 15'-0"

Side Yard Setback: Two feet (2') on one side and ten feet (10') on the opposite side (2'/10'); fifteen (15') feet on corner lots adjacent to side streets.

For lots with a "zero side":

The majority of one side of the structure adjacent to the "zero" side shall be located at two (2') feet from the "zero" side lot line. Building walls which are located adjacent to the "zero" side of the lot shall not have any doors, windows, ducts, grills, vents, or other openings, however, glass block is acceptable. This requirement precludes exterior walls forming enclosures for courts, patios, or similar indentations to the "zero" wall. **(Refer to Exhibit "01").**

A roof overhang equipped with a gutter may extend a maximum of eight (8") inches into a neighboring property. No other roof overhangs or extensions from a wall may extend into a neighboring lot. **(Refer to Exhibit "01").**

The closest exterior roofline to an adjacent property shall be storm guttered if the general slope of the roof falls toward the neighboring property. Gutters shall include returns to direct the water to the lot of origin.

The "zero side" shall be designated on the final plat. All access, maintenance, and use easements shall be provided in the Preliminary and Final Plats. A description of the maintenance of the lots, lawns and plantings shall be provided in the CC&R's.

A five (5') foot wide, with the addition of two (2") feet (for the two foot setback from the "zero side"), access, maintenance, and use easement shall be dedicated by the CC&R's for all lots adjacent to a structure with a "zero side". The purpose of this easement is to give the adjoining owner access for maintenance of his/her dwelling. **(Refer to Exhibit "02").**

Product Type: "A" (52') Zero Side w/ Alley (Continued on Next Page)

Product Type: "A" (52") Zero Side w/ Alley (Continued)

Rear Yard Setback: 12'-0"

Maximum Lot Coverage: (55%) fifty-five percent maximum total, Including main and accessory buildings

**Maximum Building Height:
Two and one-half (2½) stories, no greater than forty (40) feet**

Minimum Square Footage:

Each residence must contain a minimum of **2,500 square feet** of contiguous, air-conditioned living space for **single story residence** and **3,000 square feet** of contiguous, air-conditioned living space for **two story residence**. There are no maximum square footage limitations.

Garage: (Alley Load)

Minimum two (2) car garage single family dwelling unit is required. The two (2) Required Garage Doors must be setback 20 feet from the building facade of the garage door wall to the property line. (Also see off-street parking and loading requirements for the City of Frisco). A 16'-0" garage door is allowed for the alley load two car garages. An Additional Parking Garage is allowed to be built on the rear setback 12'-0", once the minimum Parking Requirements have been met.

(Refer to Exhibit "01").

Product Type: "B" (62' – Zero Side w/ Alley) ***

City of Frisco Residential District Designation: (PH)-Patio Home District.

Phases 1 & 2A-(Lot Width - 62')(Privacy Wall/Zero Side Yard Alley Load)

Phase 1

Block D: Lots 12-23	Block E: Lots 2-11, 14
Block I: Lots 8, 11	Block J: Lots 2, 3
Block L: Lots 4	Block N: Lots 1

Phase 2A

Block L: Lots 6-12	Block N: Lots 5-17, 1
---------------------------	------------------------------

Front Yard Setback: 20'-0"

Front yard setback shall be a minimum of Twenty Feet (20') for *homes without Front Porches*, and a minimum front yard setback of Fifteen Feet (15') for *homes with porches*. **(Refer to Exhibit "03")**.

Front Porches shall be a minimum depth of eight feet (8') clear useable depth (face of house to center of porch columns).

Homes not utilizing front porches shall have a stoop, articulated front entryway, protruding balconies or windows, or other forms of architectural elements that help define the facade and orient the home to the sidewalk areas, in order to create a more defined public realm.

**Exception: Front Yard Setback: 15'-0" for lots: Block E: Lot 14
(Lots around Plaza) Block I: Lots 8, 11
Block J: Lots 2, 3
Block L: Lot 4**

Side Yard Setback: Two feet (2') on one side and ten feet (10') on the opposite side (2'/10'); fifteen (15') feet on corner lots adjacent to side streets.

For lots with a "zero side":

The majority of one side of the structure adjacent to the "zero" side shall be located at two (2') feet from the "zero" side lot line. Building walls which are located adjacent to the "zero" side of the lot shall not have any doors, windows, ducts, grills, vents, or other openings, however, glass block is acceptable. This requirement precludes exterior walls forming enclosures for courts, patios, or similar indentations to the "zero" wall. **(Refer to Exhibit "01")**.

A roof overhang equipped with a gutter may extend a maximum of eight (8") inches into a neighboring property. No other roof overhangs or extensions from a wall may extend into a neighboring lot. **(Refer to Exhibit "01")**.

Product Type: "B" (62') Zero w/Alley (Continued on Next Page)

Product Type: "B" (62') Zero w/Alley (Continued)

The closest exterior roofline to an adjacent property shall be storm guttered if the general slope of the roof falls toward the neighboring property. Gutters shall include returns to direct the water to the lot of origin.

The "zero side" shall be designated on the final plat. All access, maintenance, and use easements shall be provided in the Preliminary and Final Plats. A description of the maintenance of the lots, lawns and plantings shall be provided in the CC&R's.

A five (5') foot wide, with the addition of two (2") feet (for the two foot setback from the "zero side"), access, maintenance, and use easement shall be dedicated by the CC&R's for all lots adjacent to with a "zero side". The purpose of this easement is to give the adjoining owner access for maintenance of his/her dwelling. **(Refer to Exhibit "02")**.

Rear Yard Setback: 12'-0"

Maximum Lot Coverage: (55%) fifty-five percent maximum total, Including main and accessory buildings

Maximum Building Height: Two and one-half (2½) stories, no greater than forty (40) feet

Minimum Square Footage:
Each residence must contain a minimum of **2,500 square feet** of contiguous, air-conditioned living space for **single story residence** and **3,000 square feet** of contiguous, air-conditioned living space for **two story residence**. There are no maximum square footage limitations.

Garage: (Alley Load)
Minimum two (2) car garage single family dwelling unit is required. The two (2) Required Garage Doors must be setback 20 feet from the building facade of the garage door wall to the property line. (Also see off-street parking and loading requirements for the City of Frisco). A 16'-0" garage door is allowed for the alley load two car garages. An Additional Parking Garage is allowed to be built on the rear setback 12'-0", once the minimum Parking Requirements have been met. **(Refer to Exhibit "01")**.

Product Type: "C" (65' – Zero Side w/ Front Load) ***

City of Frisco Residential District Designation: (PH)-Patio Home District.

Phases 1, 2B & 4 - (Lot Width – 65') (Front Load)

Phase 1

Block L: Lots 14-29 Block O: Lots 2-11
Block R: Lots 1-7, 9-11 Block S: Lots 1-18

Phase 2B

Block K: Lots 5R

Phase 4

Block F: Lots 59-76 Block U: Lots 39-46 Block BB: Lots 1-10

Front Yard Setback: 20'-0"

Front yard setback shall be a minimum of Twenty Feet (20') for *homes without Front Porches*, and a minimum front yard setback of Fifteen Feet (15') for *homes with porches*. **(Refer to Exhibit "03")**.

Front Porches shall be a minimum depth of eight feet (8') clear useable depth (face of house to center of porch columns).

Homes not utilizing front porches shall have a stoop, articulated front entryway, protruding balconies or windows, or other forms of architectural elements that help define the facade and orient the home to the sidewalk areas, in order to create a more defined public realm.

Side Yard Setback: Ten feet (10') / Zero feet (0')

Rear Yard Setback: 12'-0"

Maximum Lot Coverage: (55 %) forty percent maximum
By buildings including accessory buildings

Maximum Building Height:

Two and one-half (2½) stories, no greater than forty (40) feet

Minimum Square Footage:

Each residence must contain a minimum of **2,500 square feet** of contiguous, air-conditioned living space for a **single story residence** and **3,000 square feet** of contiguous, air-conditioned living space for a **second story residence**. There are no maximum square footage limitations.

Garage: (Front Load)

Any Garage that faces the street shall maintain a Five foot (5') Setback from the Garage to the Front Building façade or **a minimum of 25-feet from the Front Property Line**. Minimum two (2) car garage single family dwelling unit is required. (Also see off-street parking and loading requirements for the City of Frisco).

Driveway: (Front Load)

Maximum Driveway Width at Front City Sidewalk/Street is 16'-0".

 **Product Types: "D" (69' Alley Load)**

City of Frisco Residential District Designation: (Old: SF-5) (New: SF-7)

Phase 1 - (Lot Width – 69') (Alley Load – 3 Car tandem possible)

Block F: Lots 4-29, 44-58

Block T: Lots 1-8

Block G: Lots 1-8, 18-25

Block W: Lots 1-2

Block K: Lots 4R

Front Yard Setback: 20'-0"

Front yard setback shall be a minimum of Twenty Feet (20') for *homes without Front Porches*, and a minimum front yard setback of Fifteen Feet (15') for *homes with porches*. **(Refer to Exhibit "03")**.

Front Porches shall be a minimum depth of eight feet (8') clear useable depth (face of house to center of porch columns).

Homes not utilizing front porches shall have a stoop, articulated front entryway, protruding balconies or windows, or other forms of architectural elements that help define the facade and orient the home to the sidewalk areas, in order to create a more defined public realm.

Side Yard Setback: Seven feet (7')

Rear Yard Setback: 20'-0"

**Maximum Lot Coverage: (45 %) forty-five percent maximum
By buildings including accessory buildings**

Maximum Building Height:

Two and one-half (2½) stories, no greater than forty (40) feet

Minimum Square Footage:

Each residence must contain a minimum of **2,800 square feet** of contiguous, air-conditioned living space for a **single story residence**, **3,000 square feet** of contiguous, air-conditioned living space for a **single and one-half story residence** and **3,300 square feet** of contiguous, air-conditioned living space for a **two story residence**. There are no maximum square footage limitations.

Garage: (Alley Load)

Minimum two (2) car garage single family dwelling unit is required. All Garage Doors must be setback 20 feet from the building facade of the garage door wall to the property line. (Also see off-street parking and loading requirements for the City of Frisco). A 16'-0" garage door is allowed for the alley loaded two car garages.

 **Product Types: "E" (69' – Front Load)**

City of Frisco Residential District Designation: (Old: SF-5) (New: SF-7)

Phases 2B, 3 & 4 - (Lot Width – 69') (Front Load)

Phase 2B

Block F: Lots 44-58 Block T: Lots 1-8 Block W: Lots 1-2

Phase 3

Block X: Lots 4-26 Block Z: Lots 9-17 Block Y: Lots 1-16

Phase 4

Block U: Lots 14-38 Block CC: Lots 1-23 Block DD: Lots 1-8

Front Yard Setback: 20'-0"

Front yard setback shall be a minimum of Twenty Feet (20') for *homes without Front Porches*, and a minimum front yard setback of Fifteen Feet (15') for *homes with porches*. **(Refer to Exhibit "03")**.

Front Porches shall be a minimum depth of eight feet (8') clear useable depth (face of house to center of porch columns).

Homes not utilizing front porches shall have a stoop, articulated front entryway, protruding balconies or windows, or other forms of architectural elements that help define the facade and orient the home to the sidewalk areas, in order to create a more defined public realm.

Side Yard Setback: Seven feet (7')

Rear Yard Setback: 20'-0"

**Maximum Lot Coverage: (45 %) forty-five percent maximum
By buildings including accessory buildings**

Maximum Building Height:

Two and one-half (2½) stories, no greater than forty (40) feet

Minimum Square Footage:

Each residence must contain a minimum of **2,800 square feet** of contiguous, air-conditioned living space for a **single story residence**, **3,000 square feet** of contiguous, air-conditioned living space for a **single and one-half story residence** and **3,300 square feet** of contiguous, air-conditioned living space for a **two story residence**. There are no maximum square footage limitations.

Garage: (Front Load)

Minimum two (2) car garage single family dwelling unit is required. (Also see off-street parking and loading requirements for the City of Frisco). Any garage that faces the street must be set back at least twenty feet (20') from the front building facade or front edge of porch. **(Refer to Exhibit "03")**.

 **Product Type: "F" (74' – Front Load)**

City of Frisco Residential District Designation: (Old: SF-4) (New: SF-8.5)

Phase 1 - (Lot Width – 74') (Front Load)

Block F: Lots 30-43

Front Yard Setback: 20'-0"

Front yard setback shall be a minimum of Twenty Feet (20') for *homes without Front Porches*, and a minimum front yard setback of Fifteen Feet (15') for *homes with porches*. **(Refer to Exhibit "03")**.

Front Porches shall be a minimum depth of eight feet (8') clear useable depth (face of house to center of porch columns).

Homes not utilizing front porches shall have a stoop, articulated front entryway, protruding balconies or windows, or other forms of architectural elements that help define the facade and orient the home to the sidewalk areas, in order to create a more defined public realm.

Side Yard Setback: Seven feet (7')

Rear Yard Setback: 20'-0"

Maximum Lot Coverage: (45 %) forty percent maximum
By buildings including accessory buildings

Maximum Building Height:
Two and one-half (2½) stories, no greater than forty (40) feet

Minimum Square Footage:
Each residence must contain a minimum of **3,000 square feet** of contiguous, air-conditioned living space for a **single story residence** and **3,500 square feet** of contiguous, air-conditioned living space for a **second story residence**. There are no maximum square footage limitations.

Garage: (Front Load)
Minimum two (2) car garage single family dwelling unit is required. (Also see off-street parking and loading requirements for the City of Frisco). Any garage that faces the street must be set back at least ten feet (10') from the front building facade or front edge of porch.
(Refer to Exhibit "03" – Similar except 10'-0").

Product Type: "G" (79' – Front Load)

City of Frisco Residential District Designation: (SF-8.5)

Phase 2B - (Lot Width – 79') (Front Load)

Block K: Lots 7

Block U: Lots 1-13

Block T: Lots 9-14

Block W: Lots 3-25

Front Yard Setback: 20'-0"

Front yard setback shall be a minimum of Twenty Feet (20') for *homes without Front Porches*, and a minimum front yard setback of Fifteen Feet (15') for *homes with porches*. **(Refer to Exhibit "03")**.

Front Porches shall be a minimum depth of eight feet (8') clear useable depth (face of house to center of porch columns).

Homes not utilizing front porches shall have a stoop, articulated front entryway, protruding balconies or windows, or other forms of architectural elements that help define the facade and orient the home to the sidewalk areas, in order to create a more defined public realm.

Side Yard Setback: Seven feet (7')

Rear Yard Setback: 20'-0"

Maximum Lot Coverage: (45 %) forty percent maximum
By buildings including accessory buildings

Maximum Building Height:
Two and one-half (2½) stories, no greater than forty (40) feet

Minimum Square Footage:
Each residence must contain a minimum of **2,800 square feet** of contiguous, air-conditioned living space for a **single story residence**, **3,000 square feet** of contiguous, air-conditioned living space for a **single and one-half story residence** and **3,300 square feet** of contiguous, air-conditioned living space for a **two story residence**. There are no maximum square footage limitations.

Maximum Square Footage: 4,900 (Living Area – A/C) sq. ft.

Garage: (Front Load)

Minimum two (2) car garage single family dwelling unit is required. (Also see off-street parking and loading requirements for the City of Frisco). Any garage that faces the street must be set back at least twenty feet (20') from the front building facade or front edge of porch. **(Refer to Exhibit "03")**.

Product Type: "H" (90' – Front Load)

City of Frisco Residential District Designation: (Old: SF-3) (New SF-10)

Phases 1, 2B & 3 - (Lot Width – 90') (Front Load)

Phase 1

**Block A: Lots 2-19 Block B: Lots 1-6 Block F: Lots 2-3
Block G: Lots 10-17 Block H: Lots 1-6 Block I: Lots 12-20**

Phase 2B

**Block H: Lots 7-13 Block J: Lots 5-11, 13-18
Block K: Lots 9-15 Block V: Lots 2-6**

Phase 3

**Block K: Lots 16-21, 31-36 Block V: Lots 7-14
Block X: Lots 2-3 Block Z: Lots 1-8, 18-27**

Front Yard Setback: 25'-0"

Front yard setback shall be a minimum of Twenty-five Feet (25') for *homes without porches*, and a minimum setback of Twenty Feet (20') for *homes with porches* (front porch may encroachment five feet (5') in front of building setback). **(Refer to Exhibit "03").**

Front Porches shall be a minimum depth of eight feet (8') clear useable depth (face of house to center of porch columns).

Homes not utilizing front porches shall have a stoop, articulated front entryway, protruding balconies or windows, or other forms of architectural elements that help define the facade and orient the home to the sidewalk areas, in order to create a more defined public realm.

Side Yard Setback: Ten feet (10')

Rear Yard Setback: 20'-0"

**Maximum Lot Coverage: (45 %) forty-five percent maximum
By buildings including accessory buildings**

Maximum Building Height:

Two and one-half (2½) stories, no greater than forty (40) feet

Minimum Square Footage:

Each residence must contain a minimum of **3,500 square feet** of contiguous, air-conditioned living space for a **single story residence** and **4,000 square feet** of contiguous, air-conditioned living space for a **two story residence**.

Maximum Square Footage: 5,350 (Living Area – A/C) sq. ft.

Garage: (Front Load)

Minimum three (3) car garage single family dwelling unit is required. (Also see off-street parking and loading requirements for the City of Frisco). Any garage that faces the street must be set back at least twenty feet (20') from the front building facade or front edge of porch.

(Refer to Exhibit "03").

Product Types: "J" (100' – Front Load)

City of Frisco Residential District Designation: (Old: SF-3) (New: SF-10)

Phase 1 - (Lot Width – 100') (Front Load)

Block A: Lots 20-31

Front Yard Setback: 25'-0"

Front yard setback shall be a minimum of Twenty-five Feet (25') for *homes without porches*, and a minimum setback of Twenty Feet (20') for *homes with porches* (front porch may encroachment five feet (5') in front of building setback). **(Refer to Exhibit "03").**

Front Porches shall be a minimum depth of eight feet (8') clear useable depth (face of house to center of porch columns).

Homes not utilizing front porches shall have a stoop, articulated front entryway, protruding balconies or windows, or other forms of architectural elements that help define the facade and orient the home to the sidewalk areas, in order to create a more defined public realm.

Side Yard Setback: Ten feet (10')

Rear Yard Setback: 20'-0"

**Maximum Lot Coverage: (45 %) forty-five percent maximum
By buildings including accessory buildings**

Maximum Building Height:

Two and one-half (2½) stories, no greater than forty (40) feet

Minimum Square Footage:

Each residence must contain a minimum of **4,000 square feet** of contiguous, air-conditioned living space for a **single story residence** and **4,500 square feet** of contiguous, air-conditioned living space for a **two story residence**. There are no maximum square footage limitations.

Garage: (Front Load)

Minimum three (3) car garage single family dwelling unit is required. (Also see off-street parking and loading requirements for the City of Frisco).

Any garage that faces the street must be set back at least twenty feet (20') from the front building facade or front edge of porch.

(Refer to Exhibit "03").

Product Types: "K" (110' – Front Load and Alley)

City of Frisco Residential District Designation: (Old: SF-3) (New: SF-10)

Phases 1 & 3 - (Lot Width – 110') (Front Load)

Phase 1 - Block A: Lots 32-36 Block B: Lots 7-9 Block D: Lots 1-8

Phase 3 - Block K: Lots 22-28, 30 Block J: Lots 30-33 Block AA: Lots 1-6

Phase 1 - (Lot Width – 110') (Alley Load)

Block D: Lots 9-11 Block N: Lots 2-4

Front Yard Setback: 25'-0"

Front yard setback shall be a minimum of Twenty-five Feet (25') for *homes without porches*, and a minimum setback of Twenty Feet (20') for *homes with porches* (front porch may encroachment five feet (5') in front of building setback). **(Refer to Exhibit "03")**.

Front Porches shall be a minimum depth of eight feet (8') clear useable depth (face of house to center of porch columns).

Homes not utilizing front porches shall have a stoop, articulated front entryway, protruding balconies or windows, or other forms of architectural elements that help define the facade and orient the home to the sidewalk areas, in order to create a more defined public realm.

Side Yard Setback: Ten feet (10')

Rear Yard Setback: 20'-0"

**Maximum Lot Coverage: (45 %) forty-five percent maximum
By buildings including accessory buildings**

Maximum Building Height:

Two and one-half (2½) stories, no greater than forty (40) feet

Minimum Square Footage:

Each residence must contain a minimum of **4,000 square feet** of contiguous, air-conditioned living space for a **single story residence** and **4,500 square feet** of contiguous, air-conditioned living space for a **two story residence**. There are no maximum square footage limitations.

Garage: (Front Load)

Minimum three (3) car garage single family dwelling unit is required. (Also see off-street parking and loading requirements for the City of Frisco).

Any garage that faces the street must be set back at least twenty feet (20') from the front building facade or front porch.

(Refer to Exhibit "03").

(Alley Load)

Minimum three (3) car garage single family dwelling unit is required. All Garage Doors must be minimum setback of 20 feet from the building facade of the garage door wall to the property line. (Also see off-street parking and loading requirements for the City of Frisco). A 16'-0" garage door is allowed for the alley load two car garage.

Product Type: "L" (130' – Front Load)

City of Frisco Residential District Designation: (Old: SF-3) (New: SF-10)

Phase 1 - (Lot Width – 130') (Front Load)

Block E: Lots 17-22

Block I: Lots 1-6

Front Yard Setback: 30'-0"

Front yard setback shall be a minimum of Thirty Feet (30') for *homes without porches*, and a minimum setback of Twenty-five Feet (25') for *homes with porches* (front porch may encroachment five feet (5') in front of building setback). **(Refer to Exhibit "03")**.

Front Porches shall be a minimum depth of eight feet (8') clear useable depth (face of house to center of porch columns).

Homes not utilizing front porches shall have a stoop, articulated front entryway, protruding balconies or windows, or other forms of architectural elements that help define the facade and orient the home to the sidewalk areas, in order to create a more defined public realm.

Side Yard Setback: Twelve feet six inches (12'-6")

Rear Yard Setback: 20'-0"

**Maximum Lot Coverage: (45 %) forty-five percent maximum
By buildings including accessory buildings**

**Maximum Building Height:
Two and one-half (2½) stories, no greater than forty (40) feet**

Minimum Square Footage:
Each residence must contain a minimum of **4,000 square feet** of contiguous, air-conditioned living space for a **single story residence** and **4,500 square feet** of contiguous, air-conditioned living space for a **two story residence**. There are no maximum square footage limitations.

Garage: (Front Load)
Minimum three (3) car garage single family dwelling unit is required. (Also see off-street parking and loading requirements for the City of Frisco). Any garage that faces the street must be set back at least twenty feet (20') from the front building facade or front porch.
(Refer to Exhibit "03").

Section 2: Architectural Design Guidelines

Architectural Objectives

The Architectural Control Committee encourages innovation and creative solutions in the design of each house as long as the proposed design is consistent with the overall design philosophy at Newman Village.

The architectural design philosophy of the project is intended to develop a look and feel of “timeless” architectural design. The vocabulary selected is based on the architectural traditions and design heritage of old world classical architecture. French Eclectic, English Tudor, Italian Renaissance, Spanish Eclectic, Tuscan, Italianate, Colonial Revival, and Early Classical Revival will be the typical influence. Refer to **Architectural Image Book** along with the Architectural Guidelines for correct architectural design. The architectural style and detailing of each house will be closely scrutinized by the Architectural Control Committee and approval of such will be a **subjective aesthetic determination**.

Architectural Styles

There is resurgence in the use of historic styles in residential architecture. Refer to the books “A Field Guide to American Houses” and “Great American Houses and Their Architectural Styles” by Virginia and Lee McAlester as another resource for additional information and background on historic styles. This historic approach is encouraged for Newman Village. In addition to the list of acceptable styles, general guidelines are as follows:

- All Architecture must be true to an (approved) style. The style must be articulated in the roof forms, facades, massing, detailing and material and color selections. Coordination of building style, landscaping, and accent materials is encouraged.
- Do not mix styles. Mixing of styles, e.g. Gothic Columns with Spanish architecture on the same house must be approved.
- Formal settings and spaces require formal architecture.
- Informal settings and spaces shall require informal architecture.
- Under certain circumstances, the ACC may require additional landscaping to soften a particularly strong design interpretation.
- The following is a list of acceptable architectural styles. Styles other than these will be considered by the ACC staff. However, all other proposed styles must meet the requirements of this section and be detailed to the level equal to these examples. If a builder wishes to use a different style other than the acceptable list, provide graphic examples for the ACC to review at the builder’s “Pre-Planning Conference.”

List of Acceptable Architectural Styles

European Styles	
French Eclectic	..... 31
English Tudor	..... 32
Mediterranean Styles	
Italian Renaissance	..... 33
Spanish Eclectic	..... 34
Tuscan	..... 35
Romantic Styles	
Italianate	..... 36
Classical Styles	
Colonial Revival	..... 37
Early Classical Revival	..... 38

European Style: French Eclectic

Defining Characteristics:

- 🏠 Tall, steeply pitched hipped (more frequently) or gabled (less frequently) roof or Dutch gable (less frequently).
- 🏠 Eaves typically flare upward at the edges (swoop).
- 🏠 Varieties include:
 - Symmetrical: Hipped roof with roof ridge parallel to front facade, centered entry, formal detailing, may have side wings.
 - Asymmetrical: Hipped and/or gabled roofs in asymmetrical composition and with off-center entry. May be formal or informal.
 - Towered: Hipped and/or gabled roof main building attached to round tower with tall, conical roof. Main entry typically occurs at tower.
- 🏠 Walls may be brick, stone, or stucco.
- 🏠 Arched doors, windows and entries are often present.
- 🏠 Windows may be double-hung or casement. Simple facades with windows highlighted
- 🏠 Arched or circular dormers are common in the roof, while hipped or gabled dormers may break the cornice.
- 🏠 Details may include decorative half-timbering nogging, tile or slate roofs, massive chimney, and/or overhanging upper stories, gable end venting in various styles, window shutters, wrought iron or cast stone balusters, glass in garage door.



European Style: English Tudor

Defining Characteristics:

- 🏠 One-and-half to two stories.
- 🏠 Informal and asymmetrical facade compositions.
- 🏠 Steeply pitched roofs on a variety of building forms. Usually side or cross gabled, but can be hipped or front gabled as well. Overlapping gables are common.
- 🏠 Vertically proportioned, tall, narrow windows, typically casement with a transom. Multi-paned windows.
- 🏠 Terraced approach to house with portico entry. Covered entry either by alcove, tower, or front porch.
- 🏠 Frequently have very large chimneys.
- 🏠 Veneer may be stucco, brick, or stone.
- 🏠 Details may include decorative half-timbering, arches over doorways and windows, bay windows, wall dormers, decorative masonry patterns, cantilevered second floor pop-outs, decorative light fixtures at entry can be ceiling or wall mounted, and articulated front doors with multi-paned windows or stained glass.



Mediterranean Style: Italian Renaissance

Defining Characteristics:

- 🏠 Typically two stories.
- 🏠 Symmetrical facades are most common.
- 🏠 Low pitched hipped roof with wide eave overhangs.
- 🏠 Roof may be tiled or shingled and may be red, green or brown.
- 🏠 Widely overhanging eaves are typically boxed and have decorative brackets that are at rhythmic intervals and sometimes in pairs.
- 🏠 Veneer may be stucco or masonry.
- 🏠 First story window may be full-height and usually arched above. Round-arched windows or window surrounds with engaged columns or pilasters or simple pediments at main floor. Upper story windows are generally smaller and less elaborate than first floor windows.
- 🏠 Entry area is often recessed and may be framed by classical columns or pilasters and arched above.
- 🏠 Details may include quoins, brick or stone accents, shutters, and wrought iron accents.



Mediterranean Style: Spanish Eclectic

Defining Characteristics:

- 🏠 Usually asymmetrical.
- 🏠 Low pitched gable or hip roof with little or no eave overhang.
- 🏠 Red tile roofs are most common.
- 🏠 Walls are usually smooth stucco.
- 🏠 Windows, doors, and porches may be arched.
- 🏠 Doors may feature spiral columns, pilasters, carved stone or patterned tiles.
- 🏠 Patios and balconies are more common than porches.
- 🏠 Decorative wrought iron elements often in the form of grilles over windows.
- 🏠 Elaborate chimney tops.
- 🏠 Arcaded or loggias (arched or post and lintel).
- 🏠 Decorative vents or stucco or tile.
- 🏠 Details may include ornate, low relief carving, high lighted arches, columns, windows surrounds and cornices and parapets.
- 🏠 Other details may include wing walls and towers (round or square).



Mediterranean Style: Tuscan

Defining Characteristics:

- 🏠 Low pitched roofs with barrel or 'S' shaped tile.
- 🏠 Open eaves with exposed rafter tails or decorative brackets.
- 🏠 Minimal overhang at rakes with gabled or hipped main spans.
- 🏠 Stucco exterior with full height stone and brick massing often with a square tower accent.
- 🏠 Two story asymmetrical massing.
- 🏠 Wood or wood-like elements.
- 🏠 Shutters as accents can be awning/storm type shutters.
- 🏠 Details may include decorative wrought iron accents and recesses at windows or as gable end accents.
- 🏠 Other details may include decorative vents of stucco, cast stone or tile.



Romantic Style: Italianate

Defining Characteristics:

- ❏ Two to three stories (very rarely one-story).
- ❏ May be symmetrical or asymmetrical.
- ❏ Low pitched roof with wide eave overhangs.
- ❏ Most important defining feature is the use of decorative brackets beneath the eaves and or large cornices.
- ❏ Both single and paired doors are common, and often exhibit the same crown treatment as windows.
- ❏ Tall, narrow windows. Arches or inverted U-shaped windows are common, as are elaborate window crowns.
- ❏ Windows typically have one or two-pane glazing.
- ❏ Single story, understated pitches may be entry-width of full-width. Porches are typically supported by square posts.
- ❏ Square cupolas or towers are common.
- ❏ Balconies shall have highly decorative iron or cast stone balusters.
- ❏ Pronounced entry with detailed surround at door.
- ❏ Details may include cast stone accents, quoins, horizontal banding, shutters, engaged columns and arched arcades.



Classical Style: Colonial Revival

Defining Characteristics:

- 🏠 Based on English Colonial architecture, particularly Federal/Adam and Georgian.
- 🏠 Typically two stories.
- 🏠 Simple massing with well-proportioned form and an orderly relationship between roof, openings and attachments. Main house box may have projecting wings.
- 🏠 Facades usually have symmetrically balanced windows and centered door.
- 🏠 Side gables or hipped roof with shallow consistent roof pitches. Proportions and roof pitches consistent with Federal/Adam architecture.
- 🏠 Classically detailed cornices are common, as in original Colonial examples, however, open eaves and exposed rafters may also be found.
- 🏠 Solid front door with optional transom and/or side lights or fanlight.
- 🏠 Some homes may have elaborate door surrounds with small entry porches.
- 🏠 Vertically proportioned multi-paned windows (first floor windows taller than second).
- 🏠 Muntin pattern may be 6 over 6, 6 over 9, or 9 over 9.
- 🏠 One distinguishing feature may be bay windows, paired windows, or triple windows, as these features are not present in original Colonial houses.
- 🏠 Another distinguishing feature may be the use of double-hung windows with a multi-pane upper sash hung over a single-pane lower sash.
- 🏠 Materials include brick, painted masonry and wood trim.
- 🏠 Painted (preferably white) homes are appropriate.
- 🏠 One story small entry porches are most common.



Classical Style: Early Classical Revival



Defining Characteristics:

- 🏠 Typically two story.
- 🏠 Symmetrically and simple in massing, with an orderly relationship among roof, openings, and attachments.
- 🏠 Side-gabled or hipped roof with shallow consistent roof pitches (typical 6:12 minimum to 10:12 maximum; 4:12 maximum cornice roof pitch).
- 🏠 Materials include brick, painted masonry and wood trim. Painted (preferably white) homes are appropriate.
- 🏠 Federal-style main entry has semi-circular or elliptical fan light over the main entry door.
- 🏠 Vertically proportioned multi-paned windows (first floor windows taller than second). Windows are typically five-ranked on the primary facade.
- 🏠 Muntin pattern may be 6 over 6, 6 over 9, or 9 over 9.
- 🏠 One or two story porches, usually with front facing gables. The entry porch, or portico, is typically full-height.
- 🏠 Porch roof is generally supported by four simple columns, each on a shallow, square base, or plinth.
- 🏠 Unlike succeeding Greek Revival houses, Early Classical Revival houses typically have Roman columns.



Unacceptable Architectural Styles

The following architectural styles are those that **DO NOT** compliment the vision of Newman Village and, therefore, will **NOT** be approved for this development. While this list is intended to be an indication of the character not desired for Newman Village, it should not be considered an exhaustive list and can be added to by the Architectural Control Committee as deemed appropriate.

-  **Adobe/ Pueblo / Santa Fe Styles**
-  **Contemporary Ranch Style**
-  **Split-foyer (Split-level) Style**
-  **International Style**
-  **New England Salt Box Style (asymmetrical roof)**
-  **Oriental Style**
-  **Modern Style Homes with multiple roof lines**
-  **Exposed Log Styles**

Section 3: Building Design Requirements

Building Massing

Buildings should be composed of simple rectangular-volume building forms in compositions of one- and two-story elements. Primary massing characteristics include the following:

- Well proportioned one-story and two-story massing with multiple roofs to emphasize the overall simplicity of the building's form.
- Larger/Primary masses should typically be located towards the center of the residence in respect to the overall 3-dimensional composition.
- Wall planes remain simple (flat) and emphasize their depth by the use of recessed openings.
- Arched front entries, porches, or patio spaces enhance simple massing and add depth to wall planes and are encouraged.
- Distinctive shapes and projections such as bay windows and balconies should exemplify elements of classical proportion through detailing and massing.
- All building elements should be detailed to provide scale appropriate to the architectural period and style of the house.

Multiple, haphazard or arbitrary wall and roof offsets will be discouraged. The building mass must relate to the chosen architectural style and period.

Exterior Facade Details

The design elements of a house shall be compatible and complimentary to each other, and must be sympathetic to the streetscape and adjacent houses. Exterior design elements and treatments shall be consistently detailed around the entire house.

- Ceiling heights shall be a minimum of 9'-0" main level and 8'-0" at second level (10'-0" main floor and 9'-0" second floor preferred).
- Masonry openings shall have brick jack arches, brick soldier courses, or timber, stone, limestone, or cast stone headers, as appropriate.
- Wood headers shall have drip caps.
- Architectural breaks should be provided in long side walls on corner lots by using offsets, recesses, projections, etc.
- Full width corner boards should be front facing at a minimum of 5 1/2" inch widths. Exposed butt ends of adjacent, side corner boards must be covered.
- Canvas awnings are acceptable and must be appropriate to the architectural style of the house and be approved by the ACC.

Exterior Facade Materials

The **choice and mix of materials** on the facades of buildings are important in providing an attractive living environment. Materials should be consistently applied and should be chosen to work harmoniously with adjacent materials.

All proposed **materials and color** for the exterior veneer must receive prior **written approval** of the Architectural Control Committee (ACC) before proceeding with the installation of the external veneer. A **mock-up** of the proposed materials in sufficient quantities to satisfactorily exhibit their final textures and colors shall be provided for the ACC to review.

A **subdued color palette** should be employed using neutral and earth tones and avoiding bright, pure colors. Stronger accent colors may be used with restraint. Exterior colors should be muted and non-glare. Material or color changes at the outside corners of buildings should be avoided. Exterior hardscape colors should be complimentary to exterior colors.

Changes to the exterior palette (paint/roof colors) must receive **prior approval** from the ACC.

Architectural details and exterior finish materials shall be consistent on all of the main body of the house as viewed from the front and sides street elevations with consistent materials, finishes and colors.

Combining materials is acceptable as long as one material is the majority material and is appropriate to the architectural style of the house.

A maximum of **two building materials** shall be used on any facade and walls shall show no more than two veneer materials in each plane.

Masonry should be all the same type. If a **mix of stone or brick** is employed it shall be consistent with the architectural style and period.

Cast Stone: Buff, white or cream color (or different color names with same color meanings) with or without pitting. Mortar color must match color of Cast Stone.

Masonry should be **laid and detailed** consistent with the historical architectural style and period of the house.

Brick cannot be used as **headers** over windows in a predominantly Stone veneered house, unless approved by the ACC.

Changes in materials should always occur **vertically at an inside corner**. Continue materials from front elevations around side elevations to an architectural element or to the end of the side wall.

Preferred Stone Patterns shall be square to rectangular shapes in random sizes, installed in a horizontal/ashlar manner. The Coursing Pattern must relate to the style of Architecture. Random/Builder shape (spider web) patterns will be allowed, but not recommended. **Stone colors** must be of a uniform palette with minimal color variations. A salt and pepper appearance **will not** be allowed.

Exterior Facade Materials (Continued on Next Page)

Exterior Facade Materials (Continued)

Masonry materials utilized will require a **mock-up** sample of at least 20 square feet for review in the field for Product Types "J"-100', "K"-110' and "L"-130'.

The use of **wood on exterior** walls as an **accent** is encouraged, but it is a high maintenance item. All exposed wood beams, fascias, columns, trellises, etc. shall be of solid timber construction.

The use of Horizontal **wood siding**, vertical board and batten wood or fiber cement siding or boards (textured wood grain finish or smooth finish) will only be **allowed in limited amounts**. **On street-facing facades, siding will only be allowed where it is appropriately used on dormers or an architecturally appropriate gable and where brick can not be supported or does not support the architectural style.**

Expression of **wood trim** that is generally used in corbels, lintels, porches, trellises, out lookers, and rafter-tails can be made of simulated or artificial building materials with the approval of the ACC.

Stucco or cement plaster finishes shall be textured and finished appropriate to the Architectural style and period. Stucco must be a three (3) coat system with a 1/8" hand trowel finish providing a smooth (but not totally uniform) texture. "Sand" finish is not allowed. The color must be finished with slight color variations for rustication. Plaster over masonry is preferred but plaster over wood studs and sheathing will be allowed provided an adequate sheathing and moisture barrier is used to avoid bowed or wavy walls. A complete plaster and accent color palette shall be provided to the ACC for their review. A mock-up sample of at least 20 square feet will be required for review in the field.

Stucco board is acceptable in areas less than 4'x8' where a single sheet can be used or when batten strips covering the joints would be appropriate to the style of the house.

The use of **cast iron grates or vertical brick details** are acceptable for the exposed portions of the foundation. When the **vent** will be screened from view with the required landscaping, it is acceptable to use an approved alternate material and detail.

Exterior wall materials shall be 100% masonry, (Brick, Stucco, Cast Stone, Stone) on all walls facing street where masonry is the prominent material used, and 80% masonry from any non-visible side and rear elevations. Front and visible side elevations must be congruently detailed. The materials must wrap exterior corners and must extend to a non-visible point before transitioning. Materials coverage is subject to revision according to Architectural Style of the house and approval from the ACC. High Profile Side and Rear Elevations, that are visible from the street, should use Stucco vs. Siding when appropriate to the Architectural Style of the home.

Painted Brick is acceptable with the conditions that the Paint Color is a Muted Neutral Earth Tone Color. No Vivid Bright Colors are allowed. Painted Brick is Not Allowed on houses that have a combination of Brick and Stone Facades. Painted Brick is Not Allowed on houses with Elaborate Brick Details that could be covered over with Paint.

Exterior Facade Materials (Continued on Next Page)

Exterior Facade Materials (Continued)

MATERIALS that are NOT PERMITTED:

Exterior Insulation Finish system (EIFS) (e.g. Drivite), vinyl or aluminum siding, beaded siding, and exposed concrete masonry units (smooth or split-faced) are **unacceptable**. Exception: Arcastone or faux stone will only be allowed for special details with approval of the ACC.

Full Wood Siding houses are Unacceptable.

Non-traditional **brick colors** and finishes are **unacceptable**.

Typically, any **artificial, simulated or imitation materials** shall not be permitted unless within the Community Design Guidelines or without approval of the ACC.

Roof Design

Special attention should be given to the roof slopes. Roof pitches must match at visible hips, viewed from the street. Roof or other architectural elements which are not an integral part of the design and appropriate to the architectural style and period would not be acceptable.

Roof forms shall be limited to hip, Dutch hip, Dutch gable or gable. Roof forms should be randomly distributed throughout each street scene. The ACC will require variation of roof pitches, dormer details, etc. for adjacent structures. Cornice, eave and architectural details may project up to two feet six inches.

Roof articulations, including chimneys, cupolas, monitors and dormers are encouraged to add detail to a roof with the appropriate architectural style.

Roof pitches should be appropriate to the style of the house. Porch roofs should be a minimum slope of 2:12 unless designed to appear as flat with piers and balustrades.

“Saltbox” type roofs are prohibited.

Mechanical equipment shall not be allowed on roof structures.

Sheet metal flashing should be kept clean and simple with the minimum of exposed metal and generally should be copper or painted to blend in with the surrounding materials.

Special consideration must be given to the roof fascia as an important design element and must be appropriate to the architectural style and period. (“Pork chops” elements at gable ends will not be allowed on roof designs that are visible from the street unless the element is within the Architectural Style of the home).

The use of flat roofs should be limited. If viewed from above, such roofs should be covered with an appropriate material to match the roof. No mechanical equipment shall be allowed.

Roof Materials

Roofs should be clad in non-glossy materials that are in colors which blend with adjacent natural surroundings.

The roofing material used must be authentic and un-simulated, unless approved by the ACC. Acceptable roofing materials are slate or approved synthetic slate, clay tile, pre-finished standing seam metal, copper (left to age naturally), and 30 year or better dimensional asphalt. Simulated materials such as concrete tile or fiberglass tile are acceptable. Metal roofs (other than oxidized copper), reflective tile, plain red roof tile, and 'S' tile are acceptable. Other high quality roofing materials may be permitted with the ACC's approval.

Metal roofs shall be dark or muted colors that are appropriate to the style of the house.

Low pitched porch or bay roofs must be pre-finished mechanically seamed metal or copper.

Roof materials that are **inappropriate** are: Galvanized metal, corrugated metal and standard three tab shingle roofs.

Roof Dormers

Dormers should be used only as appropriate to the style of the house.

Offsets and heavy overhangs are unacceptable.

Hipped, gabled, shed or arched roofs are acceptable for dormers.

Dormers shall be no wider than the window plus required corner casing unless it is inconsistent with the architectural style of the house.

Dormers at non-habitable interior spaces must be provided with appropriate window treatment or painted on the inside face the glass with a dark color.

Overhangs and rakes should be tight to main body of dormer and consistent on all three sides.

Dormers shall not break cornices of classically styled houses.

Roof Penetrations

Plumbing vents should be ganged with minimum number of vents exposed to view from the street. Vents must be painted black or dark color to match color of roof material.

Continuous ridge vents, linear soffit vents, gable vents and dormer vents are acceptable. Static roof vents are acceptable only when they are not visible from the street. Exposed turbine vents or power roof ventilators are not allowed.

Gable vents that are not functional must appear to be functional.

Decorative vent designs must be consistent with the Architectural style of the house.

Skylights must be integrally designed into the roof structure and are not to be obtrusive. Skylights shall not be visible from front elevations. Skylight glazing shall not be back-lit or manufactured of reflective material. Skylight framing and glazing shall be colored or coated to match adjacent materials.

Roof Cornice, Fascia, Soffits and Rakes

Trim details must be appropriate to the architectural style of the house.

Provide appropriate and historically accurate molding and fascia/rake trim.

The small roof section of the cornice return should not be visible from the ground level (use 2/12 roof pitch maximum).

Open exposed rafter tails and sloping soffits are acceptable.

Uneven cornices are unacceptable. "Boxed" cornices are unacceptable.

Appropriate Soffit materials are: Perforated or non-perforated fiber cement board (painted), or wood (painted or stained) with appropriate ventilation system.

All visible flashing shall be copper, galvanized steel (painted to match the color of the roof and/or building), and/or metal of a dark, muted color.

Inappropriate Soffit materials are: Aluminum (perforated or solid), stucco board, or vinyl.

Roof Gutters and Downspouts

All gutters and downspouts should be design to fit with the architectural style and period. Gutters shall be half round or ogee profile as is appropriate to the architectural style of the house. Downspouts shall be round or rectangular as is appropriate to the architectural style and the gutter type chosen.

The entire structure shall be guttered with downspouts. Downspouts shall be placed at the corners of the building least visible from the street, unless it is an integral part of the facade composition.

Daylighting downspouts at the face of the building onto a public walk area are prohibited.

Downspouts attached to any freestanding column are prohibited unless approved by the ACC.

All downspouts must be tied into submerged piping and drained to the front and/or rear curbs of the property. The use of gutter bubblers at sidewalks is preferred. Gutters shall not drain across property lines.

The **appropriate** materials for gutters and downspouts are: Copper, painted or pre-finished galvanized metal or baked enamel aluminum. Extruded aluminum gutters and downspouts **will not** be allowed.

Gutters, if not copper, shall be painted to match the building facade or trim.

Door Design

Special consideration should be given to the entry door and hardware. The entry should be a very special design feature complimentary to the architectural design. Enriched doorway treatments may be accented by classical columns, pilasters, or molded stone surrounds.

Colors of doors should be in keeping with the architectural style, design and selected exterior material palates. Brightly finished or overly ornate exterior doors are unacceptable unless approved by the ACC.

8'-0" tall doors are encouraged at the main level (6'-8" doors are acceptable with appropriately sized transoms above – a minimum height of 12").

Single main Entry Doors may be solid, half glass, three-quarter glass or Iron Design with full length glass. If main entry door is solid, it must be paneled. Panel designs may be standard two panel, four panel, or six panel.

Decorative Iron/Glass Entry Doors must be Full Glass with Iron Design. The Decorative Iron Design should complement the Architectural Style of the Home. The Iron/Glass Entry Door must be 8'-0" tall (minimum), 2" minimum door thickness with Glass component with a minimum of 3/4" thickness. Iron Doors must be colored Black or a similar color.

Classically styled or Colonial homes shall have solid front doors with optional transom and/or sidelights.

Door Design (Continued on Next Page)

Door Design (Continued)

Transom and sidelights may be appropriate when proportionate to door openings. Muntin patterns shall be consistent with door glass and lite pattern. Overhead fan lights above a door is acceptable if consistent with the door style and architectural style of the house. Two story transoms are **unacceptable**.

Full French doors are **unacceptable** as main entry doors, but are **acceptable** as secondary doors on the front facade.

Sliding doors are **unacceptable** at the front of the house.

Garage Door Design

Garage doors should be designed with a great deal of sensitivity and compliment the overall aesthetics. **"Carriage" Style Garage Doors** are required on all Garage Doors that are visible from the Street and Common Areas. **"Carriage" Style Garage Doors** are required on Garages facing the Front Street and on alley corner garages turned to the side street unless the garage court is enclosed with the appropriate screening material. **"Carriage" Style Garage Doors** are also required on homes accessed from streets if the garage is in the side yard or facing the street. Wood, wood composite, or wood clad sectional "Carriage" doors are preferred. Aluminum and fiberglass doors are prohibited except for use at the Product Type "D"-69' (Alley Load) only. Glass panels in garage doors are **not acceptable** unless otherwise approved by the ACC. Heavily paneled or highly stylized garage doors are **not acceptable**.

It is encouraged to design garage doors to be located at right angles to the street, creating a motor court theme. Where this is not possible, adequate landscaping should be provided to soften the garage and its doors as a design element.

Door color of garage doors should be a subdued finish to diminish the visual impact of the door relative to the front of the home (bright white is unacceptable if house color is not white).

All Garage Doors shall be equipped with Automatic Remote Controlled Door Openers and shall remain closed when not in use.

Door Materials

Main entry door: solid wood (stained or painted), wood with glass, or metal (painted).

Other doors: wood, metal (painted), or composite wood.

Inappropriate materials for doors: Aluminum clad doors, flat single panel doors of any material, brass caning in main entry door, leaded glass, flat wood or metal doors with applied trim.

Window Designs

Window openings are typically square or vertical in orientation (not horizontal) with combinations of smaller windows used to form larger sized openings. All windows types should be selected and detailed with appropriate proportions and scale to relate to the architectural style and period.

Windows and doors should be recessed a minimum of 2" (depending on elevation style) to accentuate the appearance of wall depth on front elevation walls and walls facing a public right-of-way. Flush windows are not acceptable on front elevations or elevations facing a public right-of-way. Flush windows are acceptable on other side and rear elevations.

Exterior windows and doors shall maintain design consistency throughout the residence. Similar jambs and head details should be used around the entire exterior.

Windows shall be single, double, triple hung or operable casements. Fixed windows may be acceptable and limited by Building Code.

Single-hung windows with equal sashes are acceptable.

Window Lites, Muntins, Sills, Lintels

Window muntin patterns shall be proportioned vertically and uniform throughout the house.

All window muntin patterns in a room that share a front facing window must match.

Window muntins on the **front elevation, street facing elevation and common area elevations** must be true or Simulated Divided Lites (SDL) style.

Snap-in grids, removable muntins, internal grids, or no grids are acceptable on windows that do not face the street or windows that are not visible from the street or common areas.

Provide a minimum muntin width of 7/8" and detail such that the window appears to be a true-divided lite window.

The minimum mullions dimension between window groupings is 4" on windows that are visible from the street or common areas. The remaining window grouping at the rear of the house can be mulled together.

Sills shall be provided and lintels may be shown.

Lintels of stone or precast concrete shall extend horizontally beyond the window opening a dimension equal to the height of the lintel. Brick soldier lintels shall extend four (4) inches beyond the opening.

Window Materials

Appropriate materials are: Wood, solid PVC, Vinyl, pre-finished Aluminum clad, PVC clad and Fiberglass clad. **Inappropriate** materials are: Aluminum extruded windows, Glass block windows are **unacceptable** for any window seen from the street or public area, **but Glass block** is **acceptable** on the "zero" side of Type "A"-52', "B"-62' and "C"-65' houses. Highly decorative or stained windows are subject to ACC approval. Wood Clad Windows with SDL's are required for all Plaza Homes (Product Type "A"-52' and "B"-62').

Appropriate Glass is: clear, clear low-emission or light tinted (patterned or frosted glazing) is allowed in the private zone of a home or when Not Visible from streets or common areas.

Inappropriate glass is: Highly reflective glass, and colored or heavily tinted glass.

Bay Windows

Bay windows must either extend to the ground or be supported with brackets sized to visually match the weight being carried.

Depth of bay windows shall be three feet maximum.

Bay windows shall appear as a composite of windows with mullions/trim between each window.

Window Restrictions

Second story windows shall be located so as to restrict views into adjacent windows, patios, and/or courtyards as reasonably possible. **The Detailed Regulating Plans will determine the "Restricted View" locations on Lots for Product Types: "J"-100', "K"-110', and "L"-130'.** The ACC will review and approve the location of all second floor windows and make a reasonable effort to maintain the privacy of the surrounding property owners.

- Second story rear windows are not allowed for Product Types "H"-90', "J"-100', "K"-110' and "L"-130', (except on those lots that back to a greenbelt or open area or perimeter of the community).
- There will be no windows allowed at 15'-0" above first floor on the restricted view elevations for the Product Types "J"-100', "K"-110' and "L"-130', unless approved by the ACC.
- There may be certain conditions due to grade and lot configuration whereby the ACC reserves the right to use discretion with consideration to setback, landscape screening or other means to minimize view encroachments in addition to mutual consent of adjacent owners.
- Opaque windows to include glass block or other obscure window types will be considered on restricted elevations.
- When **Glass Block** is used on the "zero" side of Type "A"-52', "B"-62' and "C"-65' houses, it has to meet the 1 hour fire protection requirements by using masonry mortar and the area of glass block cannot exceed one hundred and twenty-five square feet (125'). Refer to city code.

Window Restrictions (Continued on next Page)

Window Restrictions (Continued)

- Special "Restricted View" Requirements: Lot 1/N (Side Window Restricted toward Lot 2/N). Lot 2/N (Rear Window Views Allowed towards Lot 1/N). Lot 3/N (Rear Window Views Allowed toward Lot 1/N).

Windows Miscellaneous

Storm windows and window screens shall cover the entire window and should be painted or pre-finished to match the color of the window. Storm Windows, Window Screens and Solar Screens are not allowed on elevations facing street and elevations facing a public right-of-way or public space.

Only functional flower boxes made of pressured treated wood, sheet metal, composite, cast stone, or wrought iron shall be allowed.

Window and/or wall air conditioning units are not permitted.

Shutters

When shutters are used they should be; or appear to be; fully functioning shutters with the appropriate hinges and shutter dogs.

The shutter style and design should complement the architectural style and color scheme of the house.

Shutters must be half width and as tall as the window or door that is being covered.

Shutters for multiple grouped windows are not acceptable.

When installed as closed shutters, shutters must be recessed in the exterior wall so that they appear as actual closed shutters (shutters applied to face of veneer are unacceptable). These shutters must also have hinges and shutter dogs applied.

Appropriate materials are: Solid vinyl, painted wood, painted synthetic and PVC. Inappropriate materials are: open back vinyl or plastic.

Chimneys

All exposed portions of the fire breast, flue and chimney shall be clad in brick, stone, or stucco or a combination there-of, matching the materials and design and appropriate architectural style of the house.

Chimneys located on the side of a building shall extend all the way to the ground.

Direct vent fireplaces are acceptable on the side or rear of the house with appropriate landscape screening.

Appropriate materials for chimneys are: brick, stone, hard-coated stucco (non-combustible materials only) and painted Brick –if allowed.

Chimneys (Continued on Next Page)

Chimneys (Continued)

Inappropriate materials for chimneys are: Exterior Insulation Finish system (EIFS), Stucco board and siding (combustible materials are unacceptable).

Chimneys are included in the code that requires "no penetrations in the walls or roofs with in five feet (5'-0") of the property line on the zero side of homes" in Product Types "A"-52', "B"-62' and "C"-65'. Refer to City Code.

Chimney Caps

Chimney caps are an extension of the overall design and must be carefully considered. They must be designed to compliment the major architectural elements of the house and must screen the spark arrester. Plaster, terra cotta, and brick are permitted for the chimney terminus.

Chimneys shall have a projecting cap.

Required spark arrestors shall be screened at chimneys with appropriate decorative cap or chimney pots in keeping with the architectural style of the house. Large aluminum/metal chimney caps, that are not architecturally pleasing, will not be allowed.

Columns, Posts, Piers

Column styles, width and proportions must be appropriate to the architectural style of the house design. "The American Vignola" is a recommended source book for detailing and proportions.

The column shaft and outside face of frieze board above must align. It is unacceptable for the column cap to be completely under cover.

The foundation or porch edge must extend past the frieze board above to allow the proper column/frieze board alignment as noted above.

Round columns must have the appropriate entasis (taper) that is historically correct and is in keeping with the architectural style of the house.

Visible aluminum vent blocks are **unacceptable**.

Appropriate materials for columns are: Wood, Permacast, cast iron, pre-cast concrete and reinforced fiberglass. For Piers: Stone, brick, stucco, or cast stone. Aluminum columns are unacceptable.

Porches, Balconies, Verandas

Balconies and verandas on both the front and rear elevations are important and encouraged, but should be developed as appropriate design features to the architectural period and style of the house. When provided as part of the design, the porches will be designed at a **minimum of 8'-0" clear useable depth (face of house to center of column)**.

Front porches must be open and useable. Screened or enclosed porches that are the only outdoor covered space on the front of the house are not permitted.

The width of the porch beam shall be equal to the column diameter at the top of the column.

Porch bays shall have vertically proportioned openings between column supports. Openings between columns that are wider than tall are prohibited.

Balcony railings must be consistent in character and detail with the rest of the structure.

Cantilevered balconies must be detailed consistent to the architectural period and style. Balconies shall be visibly supported by appropriately-sized brackets and shall not exceed three feet in depth.

Appropriate materials for Porch and Balcony floors are: Wood (painted or stained), concrete (natural, stained or painted), tile, brick pavers, stone, Trex, TenduraPlank, or equal. Inappropriate materials are: Exposed aggregate concrete or stamped concrete.

Appropriate materials for Porch ceilings are: Wood (painted or stained) (4'x8' bead board is acceptable), Stucco/plaster, exposed well-detailed rafters (painted or stained). Fypon and James Hardie Details are acceptable when used properly. Inappropriate materials are: Exterior Insulation Finish system (EIFS), exterior gypsum board, lay-in exterior tile system, rough wood ceiling.

Appropriate materials for Porch and exterior balcony rails are: Wrought iron, wood (painted or stained), brick low wall, limestone or cast stone.

City of Frisco Porch Encroachment Rules (for front porch designs that are allowed to encroachment up to five feet (5') in front of building setback).

- If the lot is less than 8500 sf the porch must be a minimum of 7' x 10'.
- If the lot is more than 8500 sf the porch must be a minimum of 7' x 20'.
- The long axis of the porch must be parallel with a street.
- Porch must be 100% covered. No arbors.
- Columns must be decorative.
- Must have railings.
- Must open to two sides.
- The decorative column cannot exceed a 2:1 (length to width) ratio in size.

Exterior Building Lighting

The intent of the Exterior Lighting Requirements in Newman Village is to provide additional neighborhood lighting for additional aesthetic value at night. All Front Entrances must have a minimum of two (2) lights (a combination of entry decorative down lights and Entry bracket wall mount decorative lights). All Entrance down lights, all Entrance bracket lights (Coach Lights) and all Front Entry Garage Door Areas must be controlled by Electric Eye Photocells, and kept in working order at all times. Recessed can porch lights can be on a switch and are not required to be on a photocell. When present, Porte Cochere lights must also be on photocell with no switches.

The design and finish of all light fixtures visible from streets or common areas must match the character and architectural style of the house and is subject to approval from the ACC. The size of light fixture must be in proportion to the height and style of the house.

All fixtures must be enclosed in approved and architecturally appropriate housing. Gas lighting is acceptable. Open bulb light fixtures are unacceptable.

Appropriate materials for exterior light fixtures are: Cast iron, copper, and painted metal of a muted earth tone color or black. Inappropriate materials for exterior light fixtures are: brightly colored light fixtures or contemporary shiny fixtures, and open bulb light fixtures that are house mounted or as up lighting on the house or in the landscape.

Alley Security Lights at the Garage should be photocell/switch lights, which must have the option to be switched off by the owner.

All Front Facade up lighting and Building Down Lights (Soffit Lights) on buildings will NOT BE ALLOWED. Architectural "Features" may be illuminated by up lighting, provided the light is effectively contained by the structure, the lamps are low intensity to produce a subdued lighting effect, and no glare or light trespass is produced. No general illumination or security flood lights will be allowed on fronts of residences.

Eave mounted security or flood lights are acceptable in rear yards or in courtyards on corners, so long as they are located at the lowest eave level and do not shine directly on adjacent property. Cobra head security lights in Alleys are prohibited.

Insect lights are prohibited when viewed from the street or common areas.

Refer to Section IV (Site Design Requirements) for Landscape Lighting Goals and Guidelines.

Miscellaneous

- 1) **All utility meters** are to be located on the rear of the garage or back of side elevation (out of sight when viewed from the street or adjacent lots). The supply conduit for electrical meters visible from streets shall enter the foundation beneath the final yard grade so that the electrical meter and the meter box are the only items visible. No pipes should be visible.
- 2) **All Hose Bibs and HVAC units** (package units, condensers, etc.) must be located on the courtyard side of the house on "zero lot" type lots. It is unacceptable to locate these in the adjacent neighbor's private yard.
- 3) **Only small Satellite Dish and Antennas** will be permitted to be mounted on the house or within the lot and must be located in such a way that is screened from the view of the public right of way. Satellite Dishes shall be designed to integrate with the architectural design and the preferred location is within a service yard. It is preferred that any **satellite dish or antenna** not be seen from the adjacent property. Any Satellite Dish and Antenna location shall be by the ACC approval only.
- 4) **Solar equipment** is encouraged, but should be designed to integrate with the structure. Solar designs must be approved by the ACC. Under certain circumstances free-standing panels may be allowed at the discretion of the ACC where they cannot be seen from the street.
- 5) **Where required** by code, all main residential structures, such as the primary residence, shall be sprinkled according to the **Automatic Fire Protection** section of the City of Frisco Building Code.
- 6) **All plans for remodeling or additions** to approved structures should be designed to appear as a part of the main structure or a logical extension of the architectural period and style.

Section 4: Site Design Requirements

Introduction

This section will set the site requirements for the residences and their site amenities.

Lot Grading and Drainage

The owner is encouraged to seek the assistance of a licensed Soil Engineer to examine and test the soils conditions on his lot prior to undertaking any design or construction. All grading, excavation, fill, drainage and site work required after Owner purchases his lot shall be done in accordance with plans prepared by a licensed Texas Civil Engineer and approved by the Architectural Control Committee.

Lot re-grading and/or modification of the existing graded pad should be done with care and sensitivity. Substantial modifications to the existing pad in other areas which may be detrimental to other home owners are discouraged because they may alter in a negative way the aesthetics and seriously affect the existing drainage pattern of the lot. Safe and effective handling of water runoff is also a prime concern of the Committee since it affects adjacent properties as well as the storm drain systems.

Because of this concern, site plans will be reviewed to see that drainage designs have adequately protected adjacent properties from water and erosion run-off from each lot. Each owner must show how surface run-off will be handled by means of berms, ditches and catch basins with adequate piping, or a combination of the above.

After final plan approval, each lot owner is responsible for verifying that the drainage systems are being installed per approved plans. Any deviations of the approved plans during the construction phase must be submitted to the ACC for review and approval.

Every effort shall be made to save all existing trees which are noted as saved outside of the building zone boundaries. Tree wells and other techniques may be utilized, with approval by the ACC, if existing grades can not be maintained. Individual lot grading plans as prepared by the developer's engineer may indicate previous grading, use of retaining, and/or tree wells, etc. outside the building zone(s). Building forms, outdoor decks or grading which would propose modification of existing landscaped slopes must be approved by the ACC.

Automatic Irrigation System

All landscape areas shall be fully **irrigated** with an automatically controlled underground irrigation system with a water management program. Automatic irrigation is required in front yards and within the street tree and grass strip at the street.

Areas of separate maintenance responsibility shall be controlled by separate controllers and/or separate control valves.

All lawn and beds (i.e. shrub, groundcover, ornamental grasses, seasonal color) irrigation sections should have separate valves to maintain maximum watering efficiency.

Automatic Irrigation System (Continued on Next Page)

Automatic Irrigation System (Continued)

Irrigation systems shall be broken into the smallest zones possible with similar planting species and sun/shade exposures to allow for greatest management control.

The use of water conserving systems, such as individual bubblers for tree planting (on a separate valve), is encouraged.

To minimize negative visual intrusion, all automatic valves shall be installed in valve boxes and the pop-up variety of head used whenever application allows. All backflow control devices and controllers placed in shrub areas shall be screened so that they are not visible.

Underground tube watering systems (e.g. Netafin) with moisture sensors are strongly encouraged.

Plant materials used should be drought tolerant and appropriate to the North Texas region and the principles of water conservation. Native and adapted species are highly encouraged.

Easements

The Developer will service each lot with underground electricity, natural gas, TV cable, and telephone. The location of these utilities within the easement should be confirmed, by the Owner or Owners Representative, in the field when a topographic survey of the lot is done.

All utility company pull boxes, transformers, etc. have been set within the easement in a manner that will accommodate future planting and grading to diminish their visual impact. They shall be leveled and graded around to provide positive drainage.

Walks and Drives

All public sidewalks required for each lot will be installed by each builder to the community and City of Frisco standards.

A walkway shall be provided from public sidewalk to front door at each individual residence.

It is acceptable to provide a walkway from the public sidewalk to the back of curb at the street.

On corner lots, the builder and/or homeowner will be responsible for installing public sidewalks on both street sides and a ramp at the street corner.

Public sidewalks must be broom finished concrete in a standard design matching the sidewalks already installed by the developer. Corner ramps must be constructed per the standard design furnished by the developer.

The Architectural Control Committee shall approve all colors, patterns and materials for drives, walkways and steps. Refer to the list below.

Walks and Drives (Continued on Next Page)

Walks and Drives (Continued)

Appropriate Materials for **Walks** are:

- Broom Finish Concrete (Public Sidewalks Only)
- Colored or Stained Concrete
- Stamped Concrete
- Salt Finished Concrete with Brick or Stone Border
- Brick
- Stone or Slate (faux stone must have a grout joint)
- Any approved combination of the above with required approval by ACC prior to installation.
- Steps leading to the front door or porch must have risers faced with brick or stone or be of exposed brushed finish concrete. Exception: If walk to house is a material other than concrete, steps can not be exposed concrete.
- Alternate materials are permitted for secondary walkways, patios and terraces (subject to ACC approval)
- Steps with greater than three risers are required to have brick or stone cheek walls. Actual steps may be concrete if cheek walls are applied. If steps are brick or stone, cheek walls are not required.
- Any set of steps greater than five (5) feet in width must be either brick or stone.

Appropriate Materials for **Drives** are:

- Broom Finish Concrete (at Alley Driveways Only)
- Colored or stained concrete (on High Profile Lots by ACC approval only)
- Stamped concrete
- Salt Finish Concrete with Brick or Stone Border
- Brick
- Interlocking Pavers
- Stone or Slate
- Any approved combination of the above with required approval by ACC prior to installation.

Inappropriate Materials for **Walks and Drives** are:

- Exposed aggregate concrete
- Loose gravel
- Asphalt paving

Fences, Gates and Walls

General Information:

All fence, gate and screening wall styles, design, height, color and detail must be approved by the ACC prior to installation.

It is the intent of these guidelines to limit and/or minimize physical elements separating or enclosing the lots. Although fencing is not prohibited, living plant materials are preferred over inert, hard materials. Fencing will not be permitted in open space easements. Side yard property line walls should be returned to the house.

Privacy Fences (located between houses on inside lots and at the rear of houses) will be a "Community Standard" Design Fences and will have a combination of materials with wood or metal sections featuring metal newel posts.

(Refer to Exhibits "05", "06", "07", "08" & "09").

All **Iron Privacy Fences** (when allowed) "Community Standard Designed" and are required to be made with 5/8" bars topped with spears, 2"x2" posts topped with finials with the maximum fence height of 5'-0".

(Refer to Exhibits "05", "06", "07" and "08" for Details).

All **Wood Privacy Fences** (when allowed) will be "Community Standard Designed" and are required to be double-sided board on board with the maximum height of 6'-0". When the wood double-sided fences are allowed, the galvanized posts inside should be separated no more than 8'-0". **(Refer to Exhibits "05", "08" and "09" for Details).**

All "Community Standard" **Wood Privacy Fences** (double-sided board on board) at Rear and Side Yards between houses shall be stained (no natural finishes). **The approved stain color for all of the "Standard" Cedar wood fences in Newman Village will be "CEDAR NATURALTONE", Semi-Transparent, by Pittsburg Paints.** All **Decorative Wood Fences**, at Front Sidewalks and side fences on Corner Lots, shall be painted or stained (no natural finishes). Paint colors for **Decorative Wood Fences** are typically the lightest trim color of the house or white. Paint Colors for **Privacy and Decorative Iron Fences** should be painted Black.

All fence tops shall be level with grade changes stepped up and down as the grade changes.

Fence and Wall Placement and Configuration:

- Fences and Walls are not permitted within the right-of-way. All fence locations shall be approved by the ACC.
- To maintain sight lines adjacent to an alley, no privacy fence may be placed within 15'-0" of the alley paving.
- Fences and Walls may be located within the utility easement. However, if a fence or wall within the easement requires removal for utility purposes, replacement will be the homeowner's responsibility.
- All Fences, Gates and Walls **(When Facing Front and Side Streets)** must be "Community Standard Designed" Iron, which is designed to fit the architectural style of the residence and neighborhood character.
(Refer to Exhibits "05", "06", "07" and "08" for Details).

Fence and Wall Placement and Configuration (Continued on Next Page)

Fence and Wall Placement and Configuration (Continued)

- Where metal Fencing components at Front and Side Yards are adjacent to each other, and where a low fence intersects with a high fence, there must be a transition feature ("Community Standard Designed" 8"x8" Metal Newel Column). **(Refer to Exhibits "05", "06", "07" and "08" for Details).**
- The installation of fences and gates between residences should occur, **when possible**, after the completion of the adjacent house and be of a design and character that is compatible with both homes. **When not possible**, install a prominent metal newel column at property line to define the fence locations. **(Refer to Exhibit "05").**
- When using Privacy "Community Standard Designed" Iron between houses, Iron Fence then must continue "back" down the Side Property line a minimum of ten (10'-0") feet before continuing with Wood Privacy side fence material. **(Refer to Exhibit "05").**
- On Side Street Corner Lots (with Front Entry), the Privacy "Community Standard Designed" Iron Fence must continue "back" down the Rear Property line a minimum of twenty (20'-0") feet from the side Property Line, before continuing with Wood Privacy side fence material. **(Refer to Exhibit "13").**
- On Side Street Corner Lots (with Rear Entry), the Privacy "Community Standard Designed" Iron Fence be made entirely of Iron Fence and must continue all around the Side and Rear Yard and connect back to the house in the Rear. **(Refer to Exhibit "12").**

Minimum Front Fence and Gate Setbacks (Between Houses):

- The **Minimum Front Fence Setback** for Iron "Community Standard Designed" Fencing and Gates, between homes for Front Load Products from the Front Property Line will be: Forty (40) Feet for **Product Types "C"-65', and "E"-69'**. Fifty (50) feet for **Product Type "F"-74' and "G"-79'**. Fifty-Five (55) feet for **Product Types "H"-90', "J"-100', and "K"-110'**. Sixty (60) feet for **Product Type "L"-130'**. **(Refer to Exhibits "10" and "12").**
- The **Minimum Front Fence Setback** for Iron "Community Standard Designed" Fencing and Gates between homes for Rear Load Products from the Front Property Line will be: Forty (40) feet for **Product Type "D"-69' Alley**. **(Refer to Exhibits "11" and "12").**

Minimum Side Fence Setback (Houses on Corner Lots):

- The **Minimum Side Fence Setback** for Iron "Community Standard Designed" Fencing for houses (with Front Load and Rear Load Products) must be set back a minimum of **2'-0" from back of the Side Sidewalk**. **(Refer to Exhibits "12" and "13").**

Front Yard Decorative Fences and Walls: (Refer to Regulation Plans for proposed locations of Front Fences and Walls.)

- Front yard Decorative Fences shall be made of pickets, closed wood boards, trellis, lattice, decorative iron or combination thereof. Low Masonry Walls or Retaining Walls are acceptable. The material used for **all Masonry Walls** must be Palomino Stone (60% Chop and 40% Big Block laid in an Ashlar Pattern with Buff Mortar-laid in a flush application).

Front Yard Decorative Fences and Walls (Continued on Next Page)

Front Yard Decorative Fences and Walls (Continued)

- It is important to locate Decorative Fences or screening walls such that there is a **2'-0" landscape area** behind all public sidewalks.
- Front yard Decorative Fences cannot exceed 36" (3'-0") in height (post and piers exempted).
- For any Decorative fence or screening wall that is visible from the public right-of-way, a low landscaping material (minimum height at maturity of 24") shall be installed along the base of the fence or wall. (Refer to SECTION 5: Landscape Design Guidelines/ Sidewalk: Hedge Rows, Fences and Seasonal Color Planting, for Planting Materials).
- All low Wood Picket and Decorative Iron Fences shall be terminated with a newel post.

Gates and Garden Doors:

- "Community Standard" Design "**Iron Gates**" within Privacy Fences, that face the street between houses, will be 3'-0" wide and 5'-0" in maximum height. **(Refer to Exhibits "05", "06" and "07")**.
- "**Wood Gates**" within Privacy Fences, which are located in the rear yard, will be 3'-0" wide and 6'-0" in maximum height and designed as a board on board to match the "Standard Community" Wood Fence.
- Gates within fences and between houses shall be placed on the property of the homeowners responsible for the construction of the fence. Gates may not be placed on the property line.
- Gates across the **driveway** (either street or alley-loaded) are not permitted unless otherwise approved by the ACC.

Retaining Walls:

- Retaining Walls built in Front yards and Side or Rear Yards facing green spaces shall be addressed in the following manor: Walls that do not cross property lines shall be constructed of either Brick material that will coordinate with the residence of that particular lot **or** Palomino Stone (60% Chop and 40% Big Block laid in an Ashlar Pattern with Buff Mortar-laid in a flush application). Walls that will need to cross property lines shall also be constructed with either Brick material that will coordinate with the residence of that particular lot **or** Palomino Stone (60% Chop and 40% Big Block laid in an Ashlar Pattern with Buff Mortar-laid in a flush application). The ACC shall approve all retaining wall locations, material and detailing.

Screening Fences and Walls:

- Equipment, air conditioning compressors, service yards, storage piles, woodpiles, garbage receptacles, and similar items must be visually screened from streets, alleys, common areas and neighboring lots by solid screening walls which match the residential material (or approved landscape) and are approved by the ACC.
- HVAC units in view of a public street must be enclosed by screening hedge, fence or wall. Fences and walls shall be a minimum of 75% opacity and 6" minimum taller than the unit.
- On alley-loaded lots with a detached garage, provide a screening wall between the garage and house that extends 6'-0" above the highest finish floor elevation (FFE) of the house. The base of the wall should be the house. The wall's veneer shall match or compliment the home's architectural design.

A **Barrier Fence** is one that is built to provide privacy between courtyards on alley lots with detached garages. In these specific cases, a barrier fence will be placed between the garage and the house. The following guidelines apply to barrier fencing:

- The elevation of the top of the fence shall be a minimum of 6'-0" higher than the floor elevation of the house to which it is attached.
- All barrier fencing shall be 100% opaque.
- All barrier fencing shall be of an approved material and be compatible with the style and finish of the house to which it is attached.

Appropriate Materials for Fences, Gates and Screening Walls:

- All Front Yard Decorative Fences and Gates must be of the following materials (or an approved combination thereof):
 - Vertical wood (may be painted or stained).
 - Cast or Wrought Iron.
 - Cast Aluminum.
 - Decorative Metal (painted).
 - Stone or Brick.
- Gates in Garden walls shall be "Community Standard" Designed Metal (cast iron, wrought iron or painted cast aluminum) or Wood to match "Community Standard" Wood Walls.
- All rear fences and gates can be either of a natural material as listed above with a matte finish (heavy sheen fences shall be avoided).

Inappropriate Materials for Fences, Gates and Screening Walls:

- Chain link fencing and gates, wire fences, railroad ties, and exposed concrete masonry unit (smooth, split-faced, ribbed, etc.) fences and screening walls.
- PVC or vinyl fences in front yards.
- Hollow pickets or posts.
- Galvanized metal posts.

 **Mailboxes**

The ACC will select uniform Mailboxes and will approve all mailbox locations. The mailboxes will be purchased from Brandon Industries in McKinney. The mailbox location shall be at the front of the property along the lot line, as per the U.S. Postal code requirements. Mailboxes will be located in the street (tree/grass strip) and coordinated with the location of street trees and street lights. Single Mailboxes will be located on each lot that is 100'-0" or larger (Product Types "J", "K" and "L"). Double Mailboxes for shared lots and Single Mailboxes when the Double Mailboxes are not required will be located on lots smaller than 100'-0" (Product Types "A", "B", "C", "D", "E", "F", "G" & "H"). The location for the mailboxes for All Product Types will be provided in the Detailed Regulating Plans.

The U.S. Postal Service has determined that **Cluster Mailboxes** must be used in Phase 3 and Phase 4 within Newman Village. This will include the Homestead.

Residence Address Identification

House Postal Numbers must be visible and legible from the street fronting the property, from the alleyway and other vehicular entrances to the rear of the building.

House Postal numbers shall be placed on the principal building facade (above or to the side of the main entry door) and the rear of houses (above the garage doors) with alleyways. House Postal numbers shall **not** be placed on the fascia of the house.

The House Postal number style and design shall be in keeping with the architectural style of the home and shall be approved by the ACC. The House Postal number size shall be a minimum height of 4" tall, but no taller than 4 1/2". The preferred color of the numbers is black and may have an antique finish.

Garages and Parking

Garages can be either attached or detached from the main residence. It is acceptable to provide a covered breezeway connection between the garage and the main house.

Garages must be accessed from the alley when located with an alley for Product Types "A"-52', "B"-62', "C"-65', "D"-69' and "K"-110' Alley.

On corner lots that are not served by an alley, vehicular access is encouraged to occur from the side street to a rear facing garage.

A paved parking pad is required on each lot that will accommodate two conventional automobiles per lot (minimum size of exterior parking space: 16'-0" width by 22'-0" minimum depth measured to alley pavement). Exterior parking may be separated into individual spaces and may be located on driveways or independent spaces accessed from the alley.

All front-facing garage doors shall be a minimum height of 7'-0".

Terraces, Decks and Patios

All terraces, decks and patios, if visible from other properties must be designed to be an integral part of the architecture.

Exterior raised decks shall be located in the rear or side yards in such a way that they are not visible from the street or common areas.

Appropriate materials for exterior raised decks are: Wood, Trex, TenduraPlank, or equivalent synthetic decking material.

Ancillary Buildings

Any ancillary structures (gazebos, trellis, tool sheds, potting sheds, playhouses, etc.) must be carefully designed to maintain the architectural integrity and aesthetic continuity of the main residence in massing, scale, materials, detailing and color. Refer to the Architectural Details section of the Community Guidelines.

Ancillary Buildings (Continued on Next page)

Ancillary Buildings (Continued)

Ancillary buildings must meet and respect City of Frisco required setback criteria for side and rear yards.

Accessory structures such as play sets or dog houses may be permitted but must receive written approval of the ACC prior to installation or construction.

In some cases where space allows, certain program elements such as studios, libraries, or pool cabanas can be effectively detached from the primary structure and located in the garden as a pavilion.

Development criteria and requirements which will be considered by the ACC for approval are essentially the same as those of primary residential structures. Any ancillary structure should be located and designed to respect the views, privacy, and other aspects of the adjacent properties.

Pre-fabricated metal outbuildings are unacceptable.

Service Yards and Utility Areas

Service yards are not required but, they are intended primarily for storage of trash, firewood, maintenance tools, etc. Pool, air conditioning, irrigation, and other mechanical equipment also must be located in these areas or underground. Six foot (6') high minimum masonry walls are required around service yards, if constructed. Trash storage can be located within garage.

Electric meters and panels, gas meters, sub-panels, telephone and television entrance panels, etc., must be out of sight when viewed from the street or adjacent lots.

The interior of enclosed service yards must not be visible from the street or from adjacent properties.

Landscape Lighting Goals

The overall goal of the lighting design is to provide an aesthetically pleasing and usable environment that guests and residents can enjoy in the cooler evenings. Featured vistas and landmarks shall be highlighted to provide dramatic accents. The design must balance the level of security with aesthetics without providing an over lit or washed out environment.

Newman Village is a unique setting that will be enjoyed during the day and evening. We have the opportunity to create a balanced lighted atmosphere within the confines of the neighborhood itself. The purpose of this document is to provide "lighting direction without constraints". The overall goal is to provide a cohesive lighting theme throughout the entire site. Issues such as glare control, energy efficiency and long term maintenance will all be factored into the design process. Individual design cases shall be reviewed independently by the ACC.

Landscape Lighting Goals (Continued on Next Page)

Landscape Lighting Goals (Continued)

With proper lighting, the after dark effect can be sparkling, dramatic and even magical. Daylight usually illuminates all surfaces indiscriminately; however, night lighting can be orchestrated to achieve specific lighting effects. The Architect, or Designer and Landscape Architect rely on a broad vocabulary of plants and architectural materials; therefore we will provide varying lighting techniques to enhance these elements. Another design goal will be to emphasize the architecture and landscape without directing attention to the actual lighting hardware.

We prefer to use the technique of minimal street lighting and maximum landscape lighting to enhance the aesthetic quality of the site. The overall feel should mimic the historical "gas light" quality with high color rendering properties. In all cases the quality of the light shall be reviewed rather than just the quantity of light. Individual concerns such as glare will all be addressed later.

Landscape Lighting Design Guidelines

The light levels shall be referenced according to the 1984 Illuminating Engineering Society of North America's Lighting Handbook. The handbook provides recommended minimum light standards and brightness ratios that should be achieved in all areas.

Refer to Section III (Building Design Requirements) for Tree and Building Lighting Requirements.

All exterior lighting for identification, pools, and landscaping shall be subdued and indirect. Nuisance lighting and/or glare must be avoided. No direct lighting of building walls, roofs or elements will be permitted. **All front exterior lighting must be on photocell (no switch).** All required lighting must come on at dusk and remain on until dawn and kept in working order at all times.

All Front Yard Trees must be lighted (except "Street Trees"). "Street Trees" are not allowed to have Tree Lights. Each Front Yard Tree that is a 5" caliper tree, or larger, must have a minimum of two (2) Approved Bullet "Up light" Landscape Illumination Fixtures per tree. Each Front Yard "Ornamental" Tree must have at least one (1) Approved Bullet "Up light" Landscape Illumination Fixture per tree.

Landscape Designs will determine the number of "Ornamental" Trees required for each house in Product Types "A"-52' and "B"-62'. The number of "Ornamental" Trees can vary from two (2) trees to six (6) trees, or more. Each tree will require one "Up Light" per tree. Therefore, allow for two (2) to six (6) Approved "Up Lights" for each house in Product Types "A"-52' and "B"-62'.

Landscape Lighting Design Guidelines (Continued on Next Page)

Landscape Lighting Design Guidelines (Continued)

All trees "required" for the front yard, per the Landscape requirements, must be "Full Cut-Off", Outdoor "Up Light" Lighting Fixtures that are fully shielded. **The approved "Up Light" Light Fixture is a Techlight #TLOM16 Low Voltage MR16-NFL Bullets (Verde Green Finish) with a SMSB mounting stake. LED "Up Light" Light Fixtures are also approved as long as they meet all other Lighting Requirements.** There must be a Landscape lighting electrical circuit connected to an electric eye photocell for all Front Yard Trees. It is our intention to limit sky brightness without sacrificing the design quality. Any element being up lighted shall be focused and controlled to minimize any spill light. The majority of landscape "Up Lights" shall fall on the trunk, structure or canopy of the trees. The majority of light can be defined as 75% of the center beam candle power falling upon the surface.

All light fixtures shall be shielded to prevent light trespass upon other properties. Pole fixtures for street, sports and parking lots (when allowed by the ACC) shall be of the cut-off variety which will direct all light down on the horizontal surfaces. Horizontal distribution lights such as wall packs and flood lights are discouraged. If allowed to be used, they must be shielded and baffled as not to be viewed from the edge of the property.

ALL Exterior Lighting fixtures must be Full Cut-Off meaning that light rays emitted by the fixture (either directly from the lamp or indirectly from the fixture) are projected below the horizontal plane passing through the lowest point on the fixture from which light is emitted. Additionally the light source shall be fully shielded and ground landscape fixtures must not be visible.

Accent landscape lighting and path lighting on the lead walk to the house is not permitted. Landscape lighting and light fixtures are not permitted along the front public sidewalk. Solar powered path lighting is not permitted.

Down lighting (or moon lighting) is preferred for "mature" trees and will be allowed as the tree is able to support the light fixtures. Approved Bullet "Down Light" (or Moon Light) "Full Cut-Off", Outdoor Lighting Fixtures that are fully shielded Mercury Vapor, (R30 or R40), when allowed.

Miscellaneous

Game Courts or Sport Courts or other such Recreational Equipment will be permitted provided that all of the following Requirements are addressed and approved and the erected of such Recreational Equipment Must be considerate of the Adjacent Neighbors due to lighting, noise, etc. **Submission of Improvement and Landscape Plans** must address the following factors:

- The Plans, including Landscape Improvements for the proposed improvements, must address and reasonably demonstrate the improvement will be “Screened” by Acceptable Landscaping that protects the Adjacent Lots and Streets from viewing the improvement.
- The Plans must reasonably eliminate anticipated Noise and Lighting concerns associated with the type of improvement submitted and provide adequate protection against interference with Owners’ use and enjoyment of adjacent Lots. In all instances, Lighting for the approved Plans shall be limited to Ground Level Fixtures.
- Basketball Goal systems shall Not be permitted to face another Adjacent Lot and must comply with any other Guideline, Rule or Standard adopted or imposed by the Association’s governing documents, including the Declaration and these Guidelines.

Construction signs shall be limited to one sign maximum only naming the general contractor, his subcontractors, architect, or designer and landscape architect. Maximum allowable size for each shall be 24” x 24”. A combined 48” x 48” sign is not allowed. **Refer to Contract.**

No signs, billboards or advertising structures are permitted on any lot except with the written permission of the ACC.

Temporary **construction fencing**, if requested by contractor, shall be limited to pad area only. Fencing shall be chain line 6’ high with a top rail. Fence layout must be submitted and approved by ACC prior to installation.

It is the responsibility of the lot owner to provide a **pool fencing** solution that not only meets the standards set by the City and State but meets Newman Village ACC guidelines.

Free-standing **flagpoles** are unacceptable. Small flags set in brackets at the house are acceptable.

Outdoor speakers are not permitted to be mounted where visible from public streets. Flush mounted speakers are acceptable.

Cables, conduit and other such wiring may not be exposed to the public view.

Permanent Pole Mounted Basketball Goals and Permanent-Mount Backboards must be submitted for approval prier to installation. Submittal must include a brochure and the proposed location on a scaled plot plan. **Portable Basketball Systems** – While these moveable systems do not require a formal submittal, homeowners should be advised that no Portable Basketball Goal will be permitted on the front elevation of any Newman Village home. All Basketball Goals, either Permanent Pole Mounted or Mount Backboards or Portable, must meet other requirements provided by the HOA.

Section 5: Landscape Design Guidelines

Introduction

These Landscape Design Guidelines shall serve as an outline for the Homeowner for private lot landscaping and maintenance requirements. Plant materials should envelop buildings and help to complete structures and outdoor rooms. Shrubs may be used as informal low walls, vines may be used to fill in walls between structural components, and trees may be used to provide scale for building masses.

Existing Landscape

Some of the private lots have a Home Owner's Association (HOA) easement for common areas connecting to their property. For those lots, the Homeowner may not adjust, adapt, modify or in any way change and/or maintain the landscaping in the HOA easement unless otherwise specifically approved by the ACC and the HOA. Any questions regarding these areas of landscape should be addressed to the HOA Committee and/or the ACC.

The Homeowner is required to provide water and maintenance for the area of his property.

Existing trees on the Lot shall be preserved to the greatest extent possible. Tree planting requirements as described herein may be adjusted if the ACC finds that the planting goals have been met by preserving existing trees.

Existing trees planted by the Developer to establish the forest canopy along lot frontages shall be protected during construction. Driveways shall be designed to not conflict with existing street parkway tree plantings. A minimum distance of four (4) feet should be maintained between edge of driveway paving and trunk of existing tree(s).

Tree protection fencing is required and shall be plastic polymer safety fence, Model BX2050 Safety Grid, manufactured by the Tensar Corporation, Morrow, GA 30260, or approved equal. Color shall be high visibility orange. Stakes for fencing shall be 2" x 4" wood posts, seven feet (7') length, driven a minimum of two feet (2') into the ground. Posts shall be spaced six feet (6') o.c. surrounding trunk of tree. Tree protection shall remain in place during full course of construction.

Landscape Design Guidelines

General Principles to be:

All planting shall be compatible with the general theme and character for Newman Village, especially where private residences are adjacent to the easement for common slopes. The intended character of the landscape within the front yards of each home is as follows:

- Extensive use of hedges
- Hedges and/or Decorative Fencing behind Front Sidewalks
- Layered foundation planting
- Traditional designs (non-eclectic)
- Design relates to architectural style
- Terraced front yards encouraged if grades allow

Landscape Design Guidelines (Continued on Next Page)

Landscape Design Guidelines (Continued)

At alley loaded garages, landscape screening will be required to screen the view of cars parked on parking pads from the streets that feed the alley.

Side yards and courtyards of corner lots must be enclosed with a low or privacy screen/fence. Enclosure may be in the form of a fence (3 to 6 feet height is acceptable – 5 feet is preferred), hedge, fence and hedge combination or brick, stone or cultured stone wall.

Rear yards enclosed with a 5'-0" and above screening wall or fence do not require ACC approval for rear yard landscaping or hardscape within the enclosed yard.

All air conditioning units, refuse containers, meters, sprinkler controls, etc. must be screened by evergreen landscaping or appropriate fences, walls, etc. of minimum 75% opacity subject to ACC approval.

The builder and/or lot owner for each individual lot will be required to install sod in the grass strip between the street's curb and the public sidewalk for the length of the frontage (including side streets if on a corner lot). Existing tree watering bubblers on common area irrigation system shall be maintained in operable condition.

Maintaining these standards is the responsibility of the Homeowner under the rules of the HOA.

Plant material shall be rich in texture and color but shall avoid high contrasts with surrounding vegetation. The use of traditional plant materials in front yards and side yards is preferred.

Large, specimen size trees must be planted to soften the scale of the structures, especially large blank walls and tall structured elements. Season color accents are encouraged.

Trees within lots should be clustered rather than planted in rows or with too many varieties.

Evergreen, non-deciduous plants are encouraged especially adjacent to natural open space as long as the plant material and design conforms to the overall theme and approved plant list.

Planting – General

Thematic plantings that are authentic and "period" statements to the architecture are encouraged. The compatibility and responsiveness to the neighboring lots(s) should be respected and an attempt to use "Traditional Planting" is encouraged. No one planting style shall stand above the others when viewed from the street.

Sidewalk: Hedge Rows, Fences and Seasonal Color Planting

Each house will have a distinctive identity by the use of either a Hedge Row, a Hedge Row with Seasonal Color, or Decorative Fencing with a Hedge Row or Seasonal Color along the entire inside length of the front sidewalk. A combination of any of the above items may be acceptable. This will create an inviting street presence and separation from the street and the front lawn of each house.

Sidewalk: Hedge Rows, Fences and etc. (Continued on Next Page)

Sidewalk: Hedge Rows, Fences and Seasonal Color Planting (Continued)

Seasonal Color planting shall be altered at least (2) two times a year. Seasonal Color planting can also be placed adjacent to the sidewalk.

Front Yard Fences cannot exceed 36" (3'-0") in height (post and piers exempted).

Front Yard Hedges must be well maintained. Hedges at Hedge Rows cannot exceed 30" in height.

Selections for the **required HEDGE ROW PLANTS** are:

- **Dwarf Indian Hawthorn** (evergreen-white to pale pink flowers in spring).
- **Dwarf Yaupon Holly** (evergreen-small greenish white flowers in spring).
- **Carissa Holly** (evergreen-compact; rounded, dense mound).
- **Dwarf Andorra Juniper** (evergreen-compact; vase shape, dense mound).

Refer to the Design Guidelines section for Fences, Gates, and Walls for the Front yard Decorative Fence Design Requirements. Also, refer to the Detail Regulating Plans for the recommended locations for either Hedge Rows or Fencing with Planting.

Street Scene and The Use of Lawn

The use of lawn shall be carefully evaluated, important considerations are: lawn type, heavy shaded areas and slope gradient.

The implementation of a water management program that reduces the overall water use based on soil type, planting varieties, and climatic conditions through the application of sound horticultural practices including soils testing for fertilizer and visual soil moisture testing. Monthly monitoring of the controller settings for time settings is highly suggested. Species selection for increased water reduction and drought tolerance is encouraged in perimeter areas.

Pre-Planted Slopes/ Erosion Control

There are several distinct slope types, of which any one or more may affect utilization of a specific lot.

HOA Common Areas – Slopes that were created as part of the "common area" grading and development. These slopes may include private lot owner's property granted by easement to HOA for maintenance.

The developer has a responsibility as part of the City of Frisco grading and permit process, to reduce soil erosion. Slope planting, walls, or gabions may be necessary in certain areas and may be installed by the developer or HOA and will be maintained by the HOA.

Slopes

Common Area (Areas owned by the lot owner by with the common area easements which the HOA maintains)

If common area slopes are to be modified for any reason, (e.g., re-grading or encroachment with a retaining wall), the modification shall be submitted along with the building improvement plans and landscape plans to the ACC for evaluation. It shall be the lot owner's responsibility to process these modifications through the City along with other drawings.

HOA Common Areas

(Areas owned and maintained by the HOA)

If modifications to HOA common areas are desired by the lot owners, the proposed modifications shall be submitted to the ACC for approval. Any approved changed in this slope planting or irrigations shall be made only by the landscape maintenance contractor hired by the developer or the HOA and the back-charged to the lot owner requesting the change, unless otherwise specifically approved by the ACC. Any changes proposed in grading shall be independently engineered and submitted to the ACC and HOA for approval.

Erosive Soils

All erosive soils shall be fully planted and irrigated. Where a private landscaped area contains slopes with an erosive soil, the homeowner shall take special precautions to avoid over-watering that would cause erosion.

Any damage to these slopes shall be replaced under the observation and review of a soils engineer or landscape architect who is familiar with the condition.

Planting or stabilization structures in the erosive soil zones may not be changed unless approved by the HOA or the ACC.

Drainage

It is important to maintain positive surface flow of storm and residual water from the private lots. When swales or underground drain pipes are used, an annual check of flow should be conducted. Failure to maintain proper drainage could result in structural damage to the soils supporting the house and to the slope supporting the house and to the slope banks.

It is also important to keep water away from all buildings to avoid structural problems, and to keep water flows from concentrating on slopes.

Trees

STREET TREES: There is a requirement by the City of Frisco to have Street Trees at 35' on center on all Streets. All Street Trees are to be 5" Caliper, Container Grown Trees. Street trees that are located in Front of the sidewalks on Newman Boulevard West, Lennox Lane and the streets surrounding the Plaza will be provided by Newman Village and will be maintained by the homeowners. All other Street trees that are required will be provided by the Builder of each lot and maintained by the homeowner. Each Street is designed to have a predetermined type of Shade Tree. The Street tree types will be determined by an exhibit from the Landscape Architects. Street Tree locations are designated on the Detailed Regulating Plans.

LANDSCAPE TREES: Additional Landscape Trees are required as follows.

- Lot Type "A"-52' and Type "B"-62' requires:
A **minimum of one (1) - 5" caliper shade tree.**
- Lot Type "C"-65', Type "D"-69' and Type "E"-69" requires:
A **minimum of two (2) - 5" caliper shade trees.**
- Lot Type "F"-74' and Type "G"-79' requires:
A **minimum of three (3) - 5" caliper shade trees.**
- Lot Type "H"-90', Type "J"-100', Type "K"-110' and Type "L"-130' requires:
A **minimum of three (4) - 5" caliper shade trees.**

In calculating required Landscape Trees, Street Tree(s) count as One Tree toward the tree calculation, (even if there are more than one Street Tree on the Property, only One Tree can be used in the required tree calculation).

The Shade Tree types to be selected are from the City of Frisco approved tree list. A minimum of one 4" tree is required in the rear yard. **Ornamental Trees may be substituted for Large Trees** at a rate of Three (3) Ornamental Trees for each Large Tree (3:1)/ subject to the Landscape Architect.

Container grown trees are strongly suggested. Absolutely no existing trees may be removed without the Architectural Control Committee's written approval. City permits are also required to remove a tree.

In certain instances, combined side yards of adjacent lots shall take care not to mass the trees. The ACC will assist in identifying these combined side yards during the pre-planning meetings to the extent possible.

Lawns

Solid Sodding of all front, back and side yard lawn areas and parkways is required.

Miscellaneous

The **street scene landscape** shall be designed to be harmonious with adjacent lots and yet thematic in its selection of plantings to the architectural style. Reinforcement and use of the plantings selected for the open space and entry theme guidelines are encouraged.

The owner shall make provisions to **tie pool back flush water into the sewer line per municipal code**. No pool lines shall be tied into the storm drain or allowed to drain on the street, creek, or natural surface drainage system.

All **mulch** installation shall be a minimum of 2" depth. Organic natural materials (pine needles, shredded pine bark, shredded hardwood, etc.) should be used as mulch. River rock, loose gravel, or shredded rubber is not acceptable as mulch. Black colored Mulch is the recommended color. Mulch topdressing should be natural in color – colorized mulches are not allowed.

At the time of planting, all **new trees** shall have a 2'-0" minimum diameter **mulch bed** surrounding the tree.

No synthetic or artificial materials shall be used for the landscaping of a residence where visible from a public street or public right-of-way.

Section 6: Design Review Process

Design and Development Process Requirements

There are **two processes** that the builder must complete in order to build a home in Newman Village. Any individual desiring to construct improvements at Newman Village should closely follow these procedures. Failure to obtain the various approvals may result in unnecessary delays and additional costs if the plans are not acceptable.

The **first process** is the Newman Village Architectural Control Committee (**ACC**) **submittal**. The ACC shall evaluate development plans and accompanying information submitted by qualified purchasers for adherence to the standards and criteria set forth in this document and such other criteria and standards as may be declared by the ACC. The ACC shall interpret these standards and criteria, provide guidance to purchasers, builders, and designers, and may approve deviations and variances where special conditions or undue hardships arise. Proposed improvements will be carefully scrutinized by the ACC to ensure the proposed design is compatible to the architectural philosophy of Newman Village. This review process must be followed for any improvements or alterations on any lot.

It must be stressed that **all evaluations of proposed designs will be subjective in nature and focused primarily on aesthetic issues**, therefore the interpretation of the guidelines will be at the discretion of the ACC.

The **second process** is the City of Frisco **permit process**. Builders have the ultimate responsibility to ensure that actual construction and ongoing practices and procedures comply with the standards and criteria set forth herein and all applicable laws.

Plan Submittal & Review Process

From preliminary design plan to final plan approval, the Architectural Control Committee shall review each submittal and respond within **15 working days** of receipt of complete package, either **approving, deferring, or disapproving** the submittal. Disapproved submissions shall be revised and resubmitted for review and approval. Approvals will be issued in writing and shall in no way relieve the purchaser of its overall responsibility and liability for the design and construction of the improvements, including, without limitation, adherence to any applicable ordinances and codes. There will not be any partial approvals allowed.

In the event that the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request the submission of additional or supplemental information.

Any owner or contractor commencing any work without prior written approvals by the ACC will not be allowed to have their subcontractors or workers enter Newman Village until compliance is made with these architectural guidelines.

Pre-Planning Conference

A pre-planning conference is an informal meeting with the Architectural Control Committee and is required for the Owner, Designer, Architect, Landscape Architect and Builder to review the development requirements and design and review process.

Discussions will include the conceptual ideas for the particular house and review any considerations regarding orientation, adjacent relationships, streetscape and site issues that may impact the actual design of the house. This meeting will also include a review of the overall site plan, building envelope, existing trees, any special design criteria and clarification of any development requirements or philosophies.

After this, the applicant may then informally submit an optional conceptual design study of the proposed house for the Committee to review. The purpose of this review is to confirm that all parties are interpreting the guidelines and development philosophies in the same way.

Conceptual Design Submittal and Review Meeting

Prepare and submit to the ACC **two (2) sets of the preliminary design sketches**. The Plans must be submitted to the ACC a minimum of **five (5) working days prior** to the scheduled Review Meeting (If required). These design sketches should adequately convey any existing site conditions and constraints, house orientation and massing, design character, adjacent relationships, and a conceptual landscape design.

These sketches must include (but not limited to):

- **Submittal Review Form**
- **Site Plan:** 1/8"=1'-0" or 1"=10'-0" or 1"=20'-0" scale drawings showing: proposed site modifications, setbacks, building footprint, drives, walls/fences, patios, decks, pools, conceptual landscaping, A/C locations and any other site amenities. Any existing trees subject to removal shall be identified.
- **Preliminary Floor Plans:** 1/8"=1'-0"
- **Preliminary Roof Plan:** 1/8"=1'-0" indicating roof pitches.
- **Preliminary Sketches of all Exterior Elevations:** 1/8"=1'-0" including wing wall designs and plate heights and indicating exterior materials, texture and colors, roof and chimney treatments, door, window, porch, patio, and screened enclosure treatments, etc. It is imperative that these drawings adequately convey the architectural style and associated detailing being proposed.
- **Preliminary Color Board** indicating exterior materials, colors, textures, etc...

The ACC encourages designers or architects to present perspective sketches and study models to help convey the preliminary design.

Conceptual Design Submit and Rev Meeting (Continued on Next Page)

Conceptual Design Submittal and Review Meeting (Continued)

The ACC shall have **fifteen (15) days** from the date of the Control Committees receipt of a complete submittal to review and comment. If the Committee fails to respond to the first request within this time period the applicant may make a **second request**. Failure to notify applicant of the Committees findings within **ten (10) days** of the Committees receipt of the **second request** shall deem the preliminary design approved. This does not assure approval of the final design submission. If required by the ACC, the Applicant will resubmit revised Preliminary Sketch Plans addressing any comments of the ACC.

If requested the ACC will meet to review its comments with the Applicant and his Designer or Architect and Builder.

Final Plan Review

Prepare and submit to the ACC **one (1) set – (Half Size Prints) - of the Final Architectural** for the proposed House. The Plans must be submitted to the ACC a minimum of **five (5) working days prior** to the scheduled Review Meeting (If required). These final plans should be the final construction documents fully describing what is to be built and must include (but not limited to):

- **Submittal Review Form**
- **Site Plan:** 1/8"=1'-0" or 1"=10'-0" scale drawings indicating proposed building "footprint", property boundaries and easements, utility locations, existing and proposed 1'-0" contours, areas of cut and fill, drainage, driveways, sidewalks, decks, service yards and equipment, easements on lot, mailbox location, walls and fencing, and any other proposed improvements. Indicate scale and north orientation.
- **Floor Plans:** 1/4" = 1'-0". Include all room dimensions, door and window locations and sizes, and location of mechanical and electrical systems.
- **Exterior Elevations:** 1/8" = 1'-0" (Minimum). Drawn at scales necessary to convey architectural design, detailing and materials. Indicate the exterior appearance of all views and label them in accordance with the Site Plan. Specify plate heights. Specify the height of chimney as compared with the ridge of the roof. Show natural and finished grade for elevations of all views. Describe all exterior materials, colors, and finishes (walls, roofs, trim, chimneys, windows, doors, etc.). The elevation drawings should indicate material textures.
- **Building Sections:** 1/8" = 1'-0" min. Indicate building walls, floors, interior relationships, finished exterior grade and any other information to clearly describe the interior/exterior relationships of the buildings.
- **Roofing Plan:** 1/8" = 1'-0" (Minimum). Indicate flat and sloped roof areas, roof decks, or porches, and how they are drained, trellis areas, skylights, and location of exterior walls and columns in relationship to roof edge.
- **Electrical Plans:** 1/4"=1'-0". Includes exterior decorative lighting and landscape lighting.

Final Plan Review (Continued on Next Page)

Final Plan Review (Continued)

- **Details:** Provide details to sufficiently represent the visual expression of the building, exposed connections, and material interfaces.
- **Specifications:** Provide written specifications and color boards where necessary for the following items:
 - Exterior wall materials and colors
 - Windows and exterior doors with color and finishes
 - Roof material and color
 - Exterior trim materials and colors
 - Fireplaces
 - Exterior lighting fixtures
 - Screened elements
 - Front walks, driveway and exterior paving materials and colors
 - Fence/wall location, materials and colors
 - Wing walls and gates
 - Trees subject to removal

Note: Approval is contingent on review of field mock-ups. Regardless of previous approvals, the ACC reserves the right to require changes to the field mock-ups if they do not meet the objectives of the guidelines.

The ACC shall have **fifteen (15) days** from the date of the Control Committees receipt of a complete submittal to review and comment. If the Committee fails to respond to the first request within this time period the applicant may make a **second request**. Failure to notify applicant of the Committees findings within **ten (10) days** of the Committees receipt of the **second request** shall deem the Final Plans approved. This does not assure approval of the final design submission. If required by the ACC, the Applicant will resubmit revised Final Plans addressing any comments of the ACC.

If required by the ACC, the Applicant will resubmit a revised Final Plan addressing any comments of the ACC.

In the event that final submittals are not approved by the ACC, the owner will follow the same procedures for a resubmission as used for original submittals.

If requested the ACC will meet to review its comments with the Applicant and his designer or architect and builder.

Plan approval does not, under any circumstances, alter the necessity for conformance with the intent of these guidelines.

Landscape Plan Review

Prepare and submit to the ACC **one (1) set – (Half Size Prints) - of the Final Landscape Plans** for the entire Site **no later than thirty (30) days Before Installation of Landscaping**. The Plans must be submitted to the ACC a minimum of **five (5) working days prior** to the scheduled Review Meeting (If required). These final plans should be the final construction documents fully describing what is to be built and must include (but not limited to):

- **Submittal Review Form**
- **Landscape Plans:** 1"=10'-0" or 1/8"=1'-0". Indicate final landscape improvements to include:
 - Location, species and caliper size of all existing trees.
 - Proposed grading plan with spot elevations at suitable contours for drainage control and rim and invert elevations for all drains and culverts. (See drainage and grading section for additional requirements.)
 - Planting Plan with location, species, and size of all existing trees as well as proposed plant materials.
 - All plant materials by common and botanical names and sizes and spacing.
 - All lawn areas with proposed sod specification, rate and stabilization technique, fertilizer type and time of applications are required for review.
 - Locate decks or patios, fences, walls, service yards, driveways, other freestanding structures, gazebos, pools, etc.
 - Locate, in detail, all outdoor lights.
 - Sections/perspectives of all the above structures which may apply to this plan include materials and colors utilized.
 - Irrigation plan submitted by license irrigator in the State of Texas.

The ACC shall have **fifteen (15) days** from the date of the Control Committees receipt of a complete submittal to review and comment. If the Committee fails to respond to the first request within this time period the applicant may make a **second request**. Failure to notify applicant of the Committees findings within **ten (10) days** of the Committees receipt of the **second request** shall deem the Landscape Plans approved. This does not assure approval of the final design submission. If required by the ACC, the Applicant will resubmit Revised Landscape Plans addressing any comments of the ACC.

If required by the ACC, the Applicant will resubmit a revised Final Plans addressing any comments of the ACC.

If requested the ACC will meet to review its comments with the Applicant and his designer or architect and builder.

Plan approval does not, under any circumstances, alter the necessity for conformance with the intent of these guidelines.

Obtain Building Permit

The applicant shall apply for all applicable construction permits from the City and other governing agencies after receiving final plan approval for the ACC. Any adjustments to approved plans by these agencies must be resubmitted to the ACC for review and approval prior to commencing construction.

All construction shall be started within Six months of final approval and shall be completed within 24 months from start of construction.

Changes

If any changes occur after plans and specifications have been approved by the ACC, new plans and specifications with the changes included must be submitted to the ACC for approval. **No related work may commence without written approval from the ACC.**

Construction Review Process

The ACC will make periodic drives through the development to review all construction to ensure compliance with **Approved Final Plans**. If any discrepancies from the approved plans or items not in compliance with the CC&R's and/or design guidelines are found, the Committee will notify the builder and owner and will issue a **Notice to Comply**.

There will be three (3) specific construction observations done by the ACC which will require a scheduled meeting with the Builder/Owner on site. These observations by the ACC are in addition to the building inspections done by the City of Frisco. Other non-specific observations will be done randomly.

The three specific **Required Observations** will be:

1. **Site and Mock-up Observation** – This observation includes review of staking of the Construction Area including all corners of purposed buildings, driveways and extent of grading. In addition, flagging of all trees to be removed and/or protected will be reviewed. In addition, an on-site mock-up shall be constructed for approval by the ACC. Construct a full scale mock up utilizing either the house or a minimum 4' x 6' mock-up, that accurately conveys all proposed exterior materials, colors, (including stone material, and/ or siding) and detailing, including window, corner and trim details and/ or details of areas where one material changes to another. This observation must be completed prior to framing
2. **Framing Observation** – This observation must be done at Completion of Electrical and prior to enclose of exterior walls and roof.
3. **Final Observation** – This observation must be done at Completion of Construction and Landscape installation for Certificate of Compliance and prior to the Certificate of Occupancy issued by the City of Frisco Planning and Building Department.

At **each of these observations**, an **Approval Notice** will be issued, allowing for the continuation of Construction.

 **Notice to Comply**

The builder will have ten (10) days to correct any noted discrepancies.

 **Certificate of Compliance**

Before the residence may be occupied, the complete residence and landscaping must be approved by the ACC. If approved, the ACC shall issue a **Certificate of Compliance**.

The Owner will notify the Committee upon completion of all approved improvements. The ACC will make a **Final Inspection** of the property and issue a **Certificate of Compliance**. If discrepancies are found, the ACC will issue a **Notice to Comply**.

Section 7: Construction and Builder Regulations

Construction Area

Prior to the commencement of any Construction Activity the Builder will provide the ACC for its approval, with a detailed plan of the purposed construction area showing the area in which all Construction Activities will be confined, and how the remaining proportions of the Home site will be protected. This Construction Area Plan will designate the location and size of the construction material storage and parking areas, and the locations of the chemical toilet, temporary trailer/ structure, dumpster, debris storage, fire fighting equipment, utility trenching, and the limits of excavation. The Plan should clearly identify the methods for the protection of adjacent areas, such as fencing, flagging, rope, barricades or other means to be set up prior to construction. Care must be taken to avoid, or if unavoidable, minimize the visual impact of the Construction Area on neighboring lots, public areas and roads.

Access to Construction Area

Newman Village requires all Builders to comply with the following:

- Restrict access to the Construction Area only through the Newman Village construction gate.
- Identify all vehicles entering Newman Village with the Builder's name and job site.
- Enforce hours of access, speed limit and route of travel on the Newman Village system as specified by the ACC.
- Limit access to the Construction Area only on designated routes as specified by the ACC.
- Consolidate all deliveries of materials and equipment to the extent feasible.

Vehicles and Parking Areas

Only vehicles, equipment and machinery that are essential to any Construction Activity, may park within the Construction Area or such other specific area designated by the ACC so as to minimize potential damage to existing vegetation or landscape.

Storage of Materials and Equipment

All construction materials, equipment and vehicles will be stored within the fenced boundary of the ACC approved Construction Area. Equipment and machinery will be stored on-site only while needed.

Construction Activity Times

The time of construction will be limited to the period from 7:00am until 6:30pm (or City of Frisco time frames, whichever is more restrictive) Monday through Friday, and 9:00am until 5:00pm on Saturday. Construction on Sunday is not permitted. Essentially quiet activities that do not involve heavy equipment or machinery may occur at other times subject to the review and approval of the ACC. No personnel are to remain at the construction site after working hours.

Construction Trailers and/or Temporary Structures

Any Owner or Builder who desires to bring a construction trailer or the like to Newman Village must obtain written approval from the ACC. The ACC will work closely with the Owner and/or Builder to site the trailer in the best possible location to minimize impacts to the site and to adjacent Parcels. All such facilities will be removed from the Lot prior to issuance of a Certificate of Occupancy.

Temporary living quarters for the Owner, Builder or their employees on the Lot will not be permitted.

Sanitary Facilities

Sanitary facilities must be provided for construction personnel on-site in a location approved by the ACC. The facility must be screened from view for adjacent Residences and roads, and maintained regularly.

Debris and Trash Removal

Contractors must clean up all trash and debris on the Construction site at the end of each day. Trash and debris must be removed from each Construction Site at least once a week and transported to an authorized disposal site. Lightweight material, packaging and other items, must be covered or weighted down to prevent wind from blowing such materials off the Construction Site. Contractors are prohibited from dumping, burying or burning trash anywhere on the Lot or in Newman Village except in areas if any, expressly designated by the ACC. During the construction period, each Construction Site must be kept neat and tidy to prevent it from becoming a public eyesore, or effecting adjacent Lots. Dirt, mud or debris resulting from activity on each Construction Site must be promptly removed from roads, open spaced and driveways, or other portions of Newman Village.

Excavation and Grading

Blowing dust resulting from grading and construction operations must be controlled by watering. During construction, erosion must be minimized on exposed cut and/or fill slopes through proper soil stabilization, water control and re-vegetation. The Builder is responsible for the implementation of erosion control techniques. Grading operations may be suspended by the ACC during periods of heavy rains or high winds.

All topsoil disturbed by grading operations must be stockpiled and covered to minimize blowing dust within the Construction Area and reused as part of the site restoration/landscaping plans.

Tree Protection

Every effort must be made to avoid compaction and/or disturbance within the drip line of all existing and newly planted trees located within and outside an approved Construction Area. **For information on existing Tree Protection Requirements, refer to Existing Landscaping in the Community Design Guidelines.**

Damage Repair and Restoration

Damage and scarring to other property, including Open Space, adjacent Parcels, roads, driveways, and/or other Improvements will not be permitted. If any such damage occurs, it must be repaired and/or restored promptly at the expense of the person causing the damage or the Owner of the Parcel. Upon completion of construction, each Owner and Builder will be responsible for cleaning up the Construction Site and for the repair of all property that was damaged, including but not limited to restoring grades, planting shrubs and trees as approved or required by the ACC, and repair of streets, driveways, pathways, drains, culvers, ditches, signs, lighting and fencing. Any property repair costs as mentioned above, incurred by the ACC or The Home Owners Association will be taken out of the Construction Deposit or billed to the Owner.

No Pets

Construction personnel are prohibited from bringing pets, particularly dogs, into Newman Village.

Security

Security precautions at the Construction Site may include temporary fencing approved by the ACC. Security lights, audible alarms and guard animals will not be permitted.

Noise

Builder will make every effort to keep noise to a minimum. Radios will not be allowed in order to minimize disturbance to neighbors.

Construction Signs and Construction Fencing

Refer to Section 4: Site Design Requirements – Miscellaneous.

Appendices

Approved Material Selections

Brick Selections

Brick selections - Sample must be submitted to the ACC. Please remember that approval for a brick on one house does not grant approval for use of that brick on any other home.

Brick and Stone selections are subject to meet the Street Scope Guidelines for the Repetition (Repeat Rules).

Due to variations in brick colors from batch to batch the ACC will be requiring a minimum 3'-0" x 3'-0" mortared sample for review on each house.

Queen and Modular brick sizes are preferred, but some sizes limited to king selections will be approved. No Mexican or Concrete Bricks.

Brick Selections and Manufactures change over time, therefore All Brick Selections Must be approved by the Newman Village ACC.

Blanco or White Brick and/or Stone is NOT Allowed.

Acme Brick

Summer Mesa	Old Towne	Old Dominion	Hickory Creek
Alton Bridge	Cypress Bayou	Prairie Land	St. Andrews
Chisolm Trail	Rustic Creek	Fall Creek	Brenner Pass
Cuero Springs	Aubrey Falls	Lancaster	Shenandoah

Boral Brick

Castlebrook	Laredo	Sierra Blend	Woodward Blend
Bandera	Macquire	Concord	Autumn Rose
Wellington	Oxford Red	Old Overton	French Quarter
Mt. Vernon	Monticello	Kimberly	Georgetown
Mesa Blend	Rustic River	Chisholm Trail	Western Sunset
Copper Canyon	Union Station	Browns Mill	

Metro Brick

Addison Antique King	Texas Antique (mixed new and Antique)		
Regland Orleans Q	Old South Antique (mixed new and Antique)		
Regland Montrose	Regland Tensaw	Regland Cotton Row Q	

Brick Selections (Continued on Next Page)

Brick Selections (Continued)

Packer Brick

CBC Camelot	CBC Cromwell	CBC Lexington
CBC Covington	CBC Old Colonial	CBC Commercial Antique
CBC Everwood	CBC Dover	Chicago Antiques
Jenkins St. Charles	Jenkins Myrtlewood QS	Mangum Charlerton Small King
Hanson Ole Country	Hanson Brownstone	Mangum Heritage Small King
Hanson Cajun French	Hanson Cajun Bayou	Louisville Old Birmingham QQS
Hanson Ole Chicaddo	Hanson Santa Fe Trail	Interstate Old Baltimore
Hanson Laramie	Hanson Old Red River	Hanson Fireside
Hanson Encalve	Hanson Saratoga	Hanson Brookshire
Hanson Bellterra	Hanson Sheridan	Hanson Bellamy
Hanson Carrington	Snyder Lexington	Snyder Olde Tuscan
Snyder French Quarter	Snyder Stonewall	

Western Brick

(GS = General Shale)

GS Barnsley Tudor	GS Berrywood	GS Carrington Tudor
GS Cambridge	GS Callaway Tudor	GS Brighton Tudor
GS Cherry Hill Tudor	GS Glenmore Heritage	GS Jefferson-Wade Tudor
GS Kennedy Heritage	GS Laurel Bay Heritage	GS Old Louisville Tudor
GS Preservation Red	GS Sierra Regent	GS Spalding Tudor
GS Telford Tudor	GS White Rose Tudor	

 **Natural Stone Selections**

Natural Stone selections - Sample must be submitted to the ACC.

Grandbury	Western Gray	Oklahoma
Millsap Stone	Coral Crème	Tumbleweed Tan
Lueders Ruff Back Stone	Limestone (No Blanco or White Limestone)	

Other Stone selections must be approved by the ACC.

Other Stone Options will need to have a mortar sample at the job site for approval.

Blanco or white Stone is NOT Allowed.

Window Manufacturers

Note:

- **All front and visible windows (from street or common area) must be windows with divided lights.**
- **All visible windows in a brick facade must have a Cast stone or shaped brick surround.**
- **All rear visible windows may be aluminum or vinyl, but must have a 1½" minimum brick mould frame.**
- **All windows must have 6" of masonry or congruent wall material above all windows.**

Marvin Windows

H-R vinyl Windows with SDL

Kolbe and Kolbe Windows

General Aluminum

Pella Windows

Showcase vinyl Windows

Lincoln Windows

Weathershield Windows

Anderson Windows

Paint Selections

Paint selections - Sample must be submitted to the ACC.

Muted neutral earth tone colors. Vivid Bright Colors are Not Allowed.

Roof Selections

Roof selections - Sample must be submitted to the ACC.

Weather wood composition shingle

Antique Slate blend composition shingles

Slate, clay tile, and artificial tiles will be reviewed on a case by case basis.

Approved Plant Lists

Trees (Approved by City of Frisco)

Refer to the City of Frisco "Landscape Pattern Book" for a Complete List of Approved Shade Trees, Ornamental Trees, Evergreen Screen, Shrubs, Growncover/Vines, Perennials and Grass-Sedges-Turf.

Palm Trees are NOT Allowed to be installed in areas visible from the street or common/preserved areas. Palm Trees (where allowed) must Not be able to grow to heights above Wood Fences and must Not be visible from adjacent Neighbor's property.

COMMON NAME:

American Smoke Tree	Yaupon Holly	Foster Holly
Bald Cypress	Wax Myrtle	Lacey Oak
Washington Hawthorn	Goldenball Lead Tree	Rusty Backhaw Viburnum
Burr Oak	Texas Redbud	Bosque Lacebark Elm
Caddo Maple	Texas Red Oak	Lacebark Elm
Texas Persimmon	Flameleaf Sumac	Shantung Maple
Carolina Buckthorn	Texas Buckeye	Live Oak
Cedar Elm	Goldenrain Tree	Eve's Necklace
Texas Ash	Bigelow Oak	Mexican Buckeye
Durand Oak	Southern Magnolia	Nellie R. Stevens Holly
Chinese Pistache	Gallery Pear	Mexican Plum
Chinquapin Oak	Eastern Red Cedar	Leather Leaf Mahonia
Black Locust	Roughleaf Dogwood	Mondell Pine
Common Persimmon	Possumhaw	Desert Willow
Bigtooth Maple	Arizona Cypress	Burford Holly
Crape Myrtle	Pecan	Dwarf Southern Magnolia (i.e. Little Gem)

Trees (Allowed)

COMMON NAME:

Austrian Pine	Chalk Maple	Cherry Laurel
Western Soapberry	Leyland Cypress	Oklahoma Redbud
Japanese Maple	Flowering Peach	Purpleleaf Plum
Chitalpa	Sweetgum	Star Magnolia
Crabapple	Shumard Red Oak	Eldarica Pineia
Mexican Redbud	Ginkgo	Prairie Flameleaf Sumac

Shrubs (Approved by City of Frisco)

COMMON NAME:

American Beautyberry	Agarito	Twisted Leaf Yucca
Flame Anisacanthus	Black De Lea	Damianita
Apache Plume	Desert Spoon	Bradford Holly
Aromatic Sumac	Soft Leaf Yucca	Texas Kidneywood
Red Yucca	India Hawthorn	Glossy Abelia

Shrubs (Allowed)

COMMON NAME:

Nandina	Holly	White Honeysuckle Bush
Aucuba	Wax Myrtle	Japanese Fatsia
Azaleas	Smokebush	Juniper
Camellia	Viburnum	Japanese Barberry
Chinese Photinia	Texas Ranger	Littleleaf Boxwood
Cleyera	Texas Barberry	Indigobush Amorpha
Cotoneaster	St. John's Wort	Mahonia
Crape Myrtle	Spirea	Fraser's Photinia
Dwarf Wax Myrtle	Podocarpus	Mountain Sage
Forsythia	Smoothe Sumac	Japanese Ligustrum
Flowering Quince		

Shrubs (Required HEDGE ROW Plants)

COMMON NAME:

Dwarf Indian Hawthorn	(evergreen-white to pale pink flowers in spring).
Dwarf Yaupon Holly	(evergreen-small greenish white flowers in spring).
Carissa Holly	(evergreen-compact; rounded, dense mound).
Dwarf Andorra Juniper	(evergreen-compact; vase shape, dense mound).

Grass/Turf (Approved by City of Frisco)

COMMON NAME:

Big Blue Stem	Little Blue Stem	Prairie Dropseed
Blue GRama	Lometa Indian Grass	Prairie Wild Rye
Bermuda Grass	Seep Muhly	Switch Grass
Sideoats Grama	Eastern Grama Grass	Green Sprangletop
Buffalo Grass	Deer Muhly	Linderheimer Muhly

Grass/Turf (Allowed)

COMMON NAME:

Tall Fescue	Maidengrass	Alamo Switch Grass
Brushy Bluestem	Muhly Grass	Common Bermuda Grass
Splitbeard Bluestem	St. Augustine Grass	Emerald Zoysia
Fountain Grass	Deer Grass	Tif Bermuda

Ground Covers/Vines (Approved by City of Frisco)

COMMON NAME:

Ajuga	Liriope	Trumpet Vine
Crossvine	Coral Honeysuckle	Frog Fruit
Horseherb	Pigeonberry	Snake Herb
Water Clover	Wooly Stemodia	Wood Violet

Ground Covers/Vines (Allowed)

COMMON NAME:

English Ivy	Sedum	Spring Cinquefoil
Coralberry	Moneywort	Rosemary
Purple Wintercreeper	Pschysandra	Mondo Grass
Blue Glaucagrass	Asian Jasmine	Chinese Wisteria
Boston Ivy	Potentilla	Fig Ivy
Lilyturf	Ophiopogon	Bigleaf Periwinkle
Dwarf Periwinkle	Creeping Lilyturf	Creeping Fig
Mountainrose Coralvine	Cypress Vine	Virginia Creeper
Confederate Jessamine	Lady Bank's Rose	Climbing Prairie Rose
Carolina Jessamine	Fatshedera	Sweet Autumn Clematis

Annuals/Perennials

All Annuals and Perennials as listed in J. Howard Garrett's "Plants of the Metroplex III", copyright 1994.

Wildflowers

COMMON NAME:

Texas Paintbrush	Lemon Mint	Scarlet Flax
Ox-Eyed Daisy	Showy Primrose	Johnny Jump-Up
Plains Coreopsis	Drummond Phlox	Indian Blanket
Lanceleaf Coreopsis	Mexican Hat	Moss Verbena
Cornflower	Black-Eyed Susan	Purple Coneflower

Prohibited Plants

Unacceptable plant material includes but is not limited to the following for the front yards and common areas. For a complete list of Prohibited Trees, refer to the City of Frisco "Landscape Pattern Book".

Trees (Prohibited)

COMMON NAME:

Silver Maple	poorly adapted, diseases, invasive roots
Box Elder	diseases, insects, invasive roots
Mimosa	diseases, messy, invasive roots, poorly adapted
Catalpa	diseases, messy, invasive roots
Hackberry	diseases, messy, weak wood, invasive roots
Arizona Ash	diseases, weak wood, invasive roots
Honey Locust	diseases, weak wood, invasive roots, messy
Chinaberry	diseases, messy, weak wood, invasive roots
Cottonwood	diseases, messy, weak wood, invasive roots, short life span
Willows	diseases, messy, weak wood, invasive roots, short life span, poorly adapted
American Elm	diseases, invasive roots
Bois d'arc	large messy fruit
Slash Pine	
Mulberry	
Chinese Tallow	
Lombardy Poplar	
Bradford Pear	weak branching structure susceptible to damage

Palm Trees are prohibited

Ornamental Trees (Prohibited)

COMMON NAME:

Loquat	Bradford Pear	Althea
Arborvitae	Sumac	

Shrubs (Prohibited)

COMMON NAME:

Bamboo	All Cacti	Wax Ligustrum
Euonomous	Yucca	Pampass Grass
Pittosporum		

Groundcover and Vines (Prohibited)

COMMON NAME:

Honeysuckle (Common)

Grasses (Prohibited)

COMMON NAME:

Indian Sea Oats

Governing Regulations

All proposed Improvements shall comply with the following:

- This Guideline document;
- The Declaration of Covenants, Conditions and Restrictions for Newman Village;
- All applicable Federal State and/or local Town of Frisco Ordinances, Regulations and/or Codes;
- The Unified Development Code for Frisco and any other applicable codes of Frisco; and
- All applicable Local, State and Federal Codes and Regulations.

Terms and Definitions

Unless the context otherwise specifies or requires, the following words or phrases when used in these Design Guidelines shall have the following meanings.

Access Drive:

Primary vehicular entry into individual parcels.

Accessory Structure:

Any structure detached from the main Residence a minimum of ten (10) feet.

Ancillary Building:

An outbuilding that shares ownership with a Principal Building. Ancillary buildings include garages and carriage houses and may or may not be connected to the Principal Building.

Alley Enclosure Garage:

A corner lot in which the garage encloses the alley. The garage should be pulled as close to the corner as possible to visually decrease the width of the alley. Parking pad may be moved to a side-saddle position if feasible. Alley entrance must be visually constricted with effective elements.

Alley Setback:

The minimum distance from the alley property line that any permanent construction can be built.

Applicant:

A legal Owner of a Lot. This may be the homebuilder still holding title of a lot or the future owner following closing.

Architect:

A person licensed to practice architecture or landscape architecture in the State of Texas.

Architectural Guidelines:

The document which sets forth policies and procedures of the Architectural Control Committee (ACC) and establishes criteria, guidelines, rules, regulations and restrictions for new and modifications to existing houses.

Association:

The Newman Village Homeowners Association, a Texas non-profit corporation, the members of which shall be the Owners of Parcels within Newman Village, their successors and assigns.

Balconies:

Exterior spaces above the ground that are accessed from a private unit.

Balustrade:

An entire railing system (as along the edge of a balcony) including a top rail and its balusters, and sometimes a bottom rail.

Bay:

A part of a structure, as a building, that is marked off by vertical elements: a bay window, a recess or opening in a wall, an extension of a building-wing.

Bay Window:

A recess or opening in a wall: an extension of a building wing.

Block:

Those houses sharing a common street frontage between cross streets.

Board:

The term “Board” shall mean the Board of Directors of the Homeowners Association, its governing body.

Brick Fence:

Indicates that a low brick perimeter fence is required on a lot.

Buffer:

Landscaped open space that usually separates an active use from a passive use.

Buildable Depth:

The distance between the front and rear setbacks, within which the primary mass of a house may be located.

Buildable Lot Width:

The maximum width of a building on a given lot, determined by subtracting the side setbacks from the lot width.

Builder:

A person or entity engaged by an Owner for the purposes of constructing any Improvement within Newman Village. The Builder and Owner may be the same person or entity.

Building Coverage:

The total area of a Lot covered by building(s) measured from the outside of all exterior walls at ground level, it includes all exterior stairways, covered parking and walkway areas. It does not include roof overhangs, uncovered walkways, usable areas and above-grade decks.

Building Height:

Building Height is defined as the vertical distance from existing or proposed grade (whichever is most restrictive) to the midpoint of the highest sloping roof above.

Build-to-Line:

An indication of the front, rear, and side build-to- lines which define the building envelope.

Caliper:

Diameter of a tree trunk measured 6 inches from the ground.

Carport:

A covered, unenclosed parking area.

Category:

A term referencing broad architectural design fundamentals and movements, e.g., Craftsman is a category of design composed of related styles such as the Arts and Crafts, the Bungalow style and Prairie. The styles share a genre of elements such as roof forms, massing, materials or details.

Chamfered:

A right-angle corner cut off symmetrically at 45 degrees.

Clapboard Siding:

A siding commonly used as an exterior covering on a building of frame construction; applied horizontally and overlapped, with the grain running lengthwise; thicker along the lower edge than along the upper.

Commencement of Construction:

The actual start of construction. This commencement shall not take place until all final builder plans for such construction have been approved by the A.C.C. and a Frisco Building Permit has been issued for the construction of improvements.

Common Area:

All the property owned and maintained by the Newman Village Home Owner's Association and which is intended to be devoted to the common use and enjoyment of the home owners of Newman Village.

Community Open Space:

Landscaped open space shared by the residents.

Completion of Construction:

The date a house is complete, including installation of all landscaping, as evidenced by receipt of a Certificate of Occupancy from the City of Frisco and completion of improvements in accordance with the Design Documents approved by the A.C.C.

Construction Activity:

Any site disturbance, construction, addition or alteration of any building, landscaping or any other Improvement on any Construction Site.

Construction Barrier Fencing:

Fencing intended to protect sensitive areas and vegetation during construction.

Construction Deposit:

The deposit that is required to be delivered to the ACC prior to commencing a Construction Activity.

Construction Site:

A site upon which Construction Activity takes place.

Construction Vehicle:

Any car, truck, tractor, trailer or other vehicle used to perform any part of a Construction Activity or to transport equipment, supplies or workers to a Construction Site.

Cornice:

An ornamental molding at the meeting of the roof and wall; usually consists of bed molding, soffit, fascia and crown molding.

Circular Driveway:

Indicates an optional circular driveway.

Critical Alignment:

A specific building-to-building alignment requiring an additional level of attention to building placement in order to block undesirable views or maintain the appearance of a continuous building facade.

Custom Lot:

A lot that does not adhere to typical rectangular dimensions. Custom lots may be larger or smaller than typical lots and may require a custom building footprint.

Design Guidelines and Regulations (Guidelines):

The architectural, design and construction regulations, restrictions and review procedures adopted and enforced by the ACC as set forth in this document and as amended from time to time by the ACC.

Detailed Regulating Plan (DRP):

A highly-detailed map of a given block, section, or phase of a community. The purpose of the DRP is to communicate specific requirements of each individual lot to builders, architects, designers, landscape architects and homeowners.

Distance Between Buildings:

The closest distance between the side elevations of adjacent buildings.

Dormers:

A structure projecting from a sloping roof usually housing a window or ventilating louver.

Drip Line:

Outermost extent of a tree's canopy.

Driveway Location:

Indicates (without dimensions) approximate required location of driveway entrance.

Eave:

Roof overhang that extends beyond exterior wall.

Elevation:

Any exterior building wall not facing frontage.

Elevation with Required Symmetry:

A facade or elevation requiring architectural symmetry.

Elevation with Vertical Element Required:

A facade or elevation requiring a vertical architectural element such as a tower or a turner.

Encroachment:

A portion of a building permitted to extend into a setback.

Excavation:

Any disturbance of the surface of the land (except to the extent reasonably necessary for planting of approved vegetation), including any trenching that results in the removal of earth, rock or other substance from a depth of more than 12 inches below the natural surface of the land or any grading of the surface.

Facade:

An exterior building wall which faces a frontage line.

Fence:

Indicates that a perimeter fence is required on a lot. Fence material (wood or metal) is typically noted.

Flip Lot:

A lot in which the courtyard faces the opposite direction of the adjacent lots.

Fill:

Any addition of earth, rock, or other materials to the surface of the land, which increases the natural elevation of such surface.

Final Map:

The recorded final Subdivision map or Parcel map for any portion of Newman Village.

Finished Square Footage:

The air conditioned finished space of a house as measured from the finished exterior walls. Openings in floors are not included in the calculations. The area of stair treads and landings, proceeding to the floor below, are included for the floor from which the stairs descend. Garages, covered terraces, porches, entries and other non-conditioned areas are not included in calculations.

Flip Lot:

A lot in which the courtyard faces the opposite direction of the adjacent lots.

Front Facade:

All facades that are visible from public areas. It includes the Main Body, Side wings, and porches.

Front Setback:

The distance between the right-of-way and the primary building facade.

Front Yard:

The area between the Front Property Line and the minimum Front Facade setback.

Front Yard Fence:

Indicates that a perimeter fence is required on a lot. Fence material (wood or metal) is typically noted. Symbol may vary depending on fence type and material.

Front Yard Wall:

A low brick or stone wall of a style and material approved by the Architectural Control Committee.

Frontage Line:

A lot line that coincides with a right-of-way or a public space.

Gable:

The vertical triangular portion of the end of a building having a double-sloping roof, from the level of the cornice or eaves to the ridge of the roof.

Gabled Roof:

A roof having a gable at one or both ends.

Garage:

An enclosed, covered parking area that may or may not be attached to a Primary Building.

Garage Rear Setback:

The distance between the rear lot line and the back of the garage.

Garage Side Setback:

The distance between the lot line and the side of a detached garage.

Handicap Ramp:

A required handicap-accessible ramp at an alley or street corner.

Hedge:

Indicates that a low perimeter hedge is required on a lot.

High Profile Lot:

A lot requiring a higher level of design because of its prominent location within the community.

High Profile Terminus Lot:

A lot requiring a higher level of design because of its prominent location at the termination of a vista.

Hipped Roof:

A roof which slopes upward from all four sides of a building.

Home Site Diagram:

The term Home Site Diagram shall refer to the individual site plans for each Parcel provided to the Owner. Each Home Site Diagram specifies Building Setback Line, the Improvement Envelope and Public Zone Areas, and any special restrictions pertinent to the Parcel's development as recorded with the County of Denton, together with any additional factors that the ACC may consider to be pertinent.

Homeowner:

See definition for Owner.

Impervious Surface Area:

Incapable of being penetrated by water.

Improvement Envelope:

That portion of any Parcel within which the construction of buildings and/or accessory and appurtenant structures are located.

Improvement(s):

Means all buildings, parking areas, loading areas, fences, walls, plantings, lighting, poles, driveways, roads, lakes, ponds, pools, trails, gates, signs, changes in any exterior color or shape, excavation and all other site work, including, without limitation, grading, road construction, utility Improvements, removal of trees or plantings, and any new exterior construction or exterior Improvement which may not be included in the foregoing "Improvement(s)" does not include turf, shrub, or tree repair or replacement of a magnitude which does not change exterior colors to exterior appearance. "Improvements" does include both original Improvements and all later changes and Improvements.

Interior Lot:

A lot that has adjacency to only one right-of-way.

Landscape Guidelines:

The document which sets forth policies and procedures of the Architectural Control Committee and establishes criteria, guidelines, rules, regulations and restrictions for landscape and hardscape.

Light:

An aperture through which daylight is admitted to the interior of a building. A pane of glass, a window, or a compartment of a window.

Lead Walk:

Indicates (without dimensions) approximate required location of lead walk entrance. Lead walk connects public sidewalk to private main entrance.

Lot:

Means a parcel of land designated as a Lot on any Plat of the Property or of any Expansion Property which the Declarant makes subject to this Declaration, or a condominium unit located on the Property or any Expansion Property which the Declarant makes subject to this Declaration. Each individual condominium unit within a condominium shall be considered a separate Lot. The streets, Roads, and Private Open Spaces on any Platt shall not be considered to be separate Lots.

Lot Configuration:

The physical arrangement of buildings on a lot.

Lot Depth:

The depth of a lot, from right-of-way to rear property line.

Lot Patterns:

The section of these guidelines that defines specific lot requirements and land planning principals critical to the success of the community.

Lot Width:

The entire width of a lot, from property line to property line. This is the factor by which different product types in the Community Guidelines are organized.

Mailbox:

Indicates (without dimensions) approximate location of mailbox in alley or on street.

Main Body:

The largest part of the front facade. It includes the front door of the house but does not include the porch.

Massing:

An architectural term referring to the organizing and assembling of several volumetric masses (architectural building components) to compose a unified composition. Different styles utilize different components to achieve the overall massing typified by that style.

Maximum Buildable Area:

The portion of a Lot which excludes the building setbacks and upon which the house and any accessory structures may be constructed.

Maximum Floor Area:

The sum of horizontal areas of all floors of a building measured from the outside of all exterior walls.

Maximum Front Facade Setback:

The maximum distance from the property line to the front facade of the house.

Minimum Floor Area:

Minimum floor Area shall be 3,000 square feet (floor area is defined the same as in Maximum Floor Area, above).

Minimum Front Facade Setback:

The minimum distance from the front property line to the front facade of the house.

Minimum Side Street Setback:

For corner lots, the minimum distance from the side street property line to any part of the house or ancillary structure can be placed.

Mullion:

A vertical framing element (minimum 4 inches wide) that separates and supports windows, door or panels set in a series.

Muntin:

A secondary framing member to hold panes within a window, window wall or glazes door.

Open Eaves:

Eaves with exposed roof rafter tails or soffit eaves with outriggers (the projection – actual or applied – of attic floor joists).

Orthogonal:

Perpendicular to or at right angles. Typically used to reference a building's relationship to a street, property line or other significant geographical element.

Owner:

See definition contained in the CC&R's.

Parking Pad:

A paved area that is the typical solution to exterior parking space requirements.

Pervious:

Surface condition which permits water to flow into the ground.

Piers:

A lot or open space that requires landscape piers in one or more locations. Piers are typically located at the front walk, but may also be required at lot corner.

Porch:

A gallery for circulation that is attached to the main building, roofed, and open on at least two sides. Porches may be two stories high and may include two floors.

Primary Building:

The main building on a lot, typically near the frontage.

Privacy Wall or Fence:

Indicates that a screening wall or fence is required, typically around a courtyard or between houses.

Product Type:

An indication of the product type used on each individual lot.

Public Open Space:

A planned or existing open space not designated as a building lot.

Private Open Space:

Means any real property in which the Association owns an interest for the common use, benefit and enjoyment of some or all of the Members and such other persons as may be permitted to use the Private Open Space under the terms of the CC&R's or any contract with the Association. Such interest owned by the Association may include without limitation, estates in fee, estates for terms of years, or easements.

Public Zone:

Those areas of the Lot that are visible from public viewing areas such as the golf course, open space, Common Areas and/or streets.

Rear Setback:

The distance between the rear lot line and the closest building on the lot.

Rear Yard Building:

A building that occupies the full frontage, leaving the rear of the lot as the sole yard.

Recommended Garage Location:

A garage placed in a specific location in order to maintain alignment with an adjacent structure, block undesirable views, or otherwise preserve the traditional urban integrity of the community.

Retaining Wall:

Indicates that a retaining wall is likely to be required in a specific location.

Residence:

The Building or Buildings, including any garage, or other Accessory Building, used for residential purposes constructed on a Parcel, and any Improvements constructed in connection therewith.

Right-of-Way:

Legal boundaries of the width of streets, includes vehicular and pedestrian access and tree planting strips.

Service Lane:

See definition for Alley.

Shared Driveway:

Indicates a required shared driveway between two lots.

Side Porch:

Porches attached to the side of the Main Body and not in the front yard. Side Porches may be enclosed with glass or screening material.

Side Street Façade:

All facades are visible from the side street, side alley, or pedestrian way. It may include the side of the Main Body, Side Wings, porches, wings, fences and garages.

Side Street yard:

The area between the side street property line and the Side Street Minimum Setback.

Side Yard Building:

A building that occupies one side of the lot with the setback to the other side.

Side Yard Setback:

The minimum distance from the side property line adjacent to another lot to any part of the house or ancillary structure.

Special Side Elevation:

A building elevation subject to increased visibility, and therefore requiring a higher level of architectural design.

Special Side Elevation with Balanced Fenestration:

A Special Side Elevation requiring additional attention to the arrangement of windows and doors.

Special Side Elevation as Second Façade:

A Special Side Elevation requiring to be treated as a secondary façade (primary street-facing elevation).

Spice Lot:

A lot requiring an architectural style not widely found in the community. Specific architectural style may or may not be required. Spice lots are provided to add interest to the neighborhood.

Stoop:

A small platform and/or entrance stairway at the house door.

Story Requirement:

A building with a minimum height requirement (typically two stories). This condition may apply to the main building or the garage.

Story:

That portion of any building (including garage) included between the surface of any floor and the surface of the floor above it, or if there is no floor above, then the space between the floor and the ceiling above it. Any portion of a Story exceeding 20 feet height shall be considered as an additional Story for each 20 feet fraction thereof. If the finished floor level directly above a basement or cellar is more than six feet above grade, such basement or cellar shall be considered a Story.

Style:

One of the distinctive families of architectural design contained within a Category, e.g. Arts & Crafts, Bungalow and Prairie are individual styles within the Craftsman Category.

Thoroughfare:

A means of vehicular and/or pedestrian travel.

Transect:

A cross-sectional system of classification of environments. All elements of the built environment are arranged in order from most rural to most urban.

Transoms:

A small window above another window or a door (fixed or operable).

Unfinished Area:

Portions of a house that are not air conditioned. These may be enclosed or open, but covered by a roof.

Veneer:

Exterior surface material of a building.

Walkway by _____:

Indicates whether the public sidewalk within the right-of-way is the responsibility of the builder or the developer.

Wall with Fence:

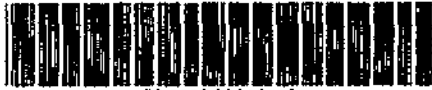
Indicates that a low perimeter wall with fence on top is required on a lot.

Water:

A planned or existing body of water.

Exhibits

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202



70 2009 00018412

Instrument Number: 2009-18412

As

Recorded On: February 17, 2009

Misc General Fee Doc

Parties: DARLING FRISCO PARTNERS

Billable Pages: 13

To

Number of Pages: 13

Comment:

(Parties listed above are for Clerks reference only)

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

Misc General Fee Doc	59.00
Total Recording:	59.00

Handwritten:
H Supp CC/R's
Thurman 1/11

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2009-18412
Receipt Number: 557828
Recorded Date/Time: February 17, 2009 12:19:28P

Record and Return To:

REPUBLIC TITLE CO
2626 HOWELL ST 10TH FL
DALLAS TX 75204

User / Station: J Morris - Cash Station 1



THE STATE OF TEXAS }
COUNTY OF DENTON }

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

Cynthia Mitchell

County Clerk
Denton County, Texas

6

59

FIRST SUPPLEMENT
TO
FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR NEWMAN VILLAGE

09R03118/558

THIS FIRST SUPPLEMENT TO FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NEWMAN VILLAGE ("First Supplement") is executed to be effective as of the 13 day of February, 2009, by DARLING FRISCO PARTNERS, LTD., a Texas limited partnership ("Declarant").

RECITALS:

A. Declarant is the "Declarant" under that certain First Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Newman Village ("Declaration") executed by Declarant, dated effective June 28, 2006, recorded in the Real Property Records of Denton County, Texas on September 11, 2008, as Document No. 2008-99716, regarding certain land in Denton County, Texas which is more particularly described in Exhibit "A" thereto. The Declaration amended, superseded, replaced and restated that certain "Declaration of Covenants, Conditions and Restrictions for Newman Village" dated June 28, 2006 recorded as Document No. 2006-79420 in the Real Property Records of Denton County, Texas, as corrected by that certain "Corrective Amendment of Declaration of Covenants, Conditions and Restrictions for Newman Village," dated to be effective June 28, 2006, recorded as Document No. 2007-36288 in the Real Property Records of Denton County, Texas, in their entirety.

B. Section 2.02 of the Declaration provides that Declarant has the right during the Declarant Control Period (as defined in the Declaration), in its sole and absolute discretion, and with out notice to or the approval of any individual or entity, to impose the Declaration upon additional land adjacent, contiguous or nearby to the property described in Exhibit "A" to the Declaration and may add such land to the Declaration by a Supplemental Declaration.

C. The Declarant Control Period is still in effect under the Declaration.

D. The property described on Exhibit A attached to this First Supplement and incorporated herein by reference (the "Additional Land") is adjacent, contiguous or nearby to the property described in Exhibit "A" to the Declaration, and Declarant desires to add the Additional Land to the Declaration.

NOW, THEREFORE, pursuant to the rights and powers granted to Declarant in the Declaration, Declarant hereby declares as follows:

1. The Recitals set forth above are incorporated into this First Supplement by reference and form a part of this First Supplement.

2. Declarant hereby adds the Additional Land to the Declaration and imposes the Declaration on the Additional Land. The Additional Land shall be deemed to be added to, and included in, the definition of "Property" as defined in Section 1.25 of the Declaration.

3. The covenants, conditions, restrictions and obligations set forth in the Declaration, shall apply to the Additional Land, and the rights, privileges, duties and liabilities of the Persons (as defined in Section 1.22 of the Declaration) subject to the Declaration shall be the same with respect to the Additional Land as with respect to the land originally covered by the Declaration.

4. The Declaration, as supplemented by this First Supplement, remains and continues in full force and effect.


EXECUTED TO BE EFFECTIVE as of the date first above written.

(EXECUTION ON NEXT PAGE)

DECLARANT:

DARLING FRISCO PARTNERS, LTD.,
a Texas limited partnership


By: SHOAL CORPORATION,
a Texas corporation
General Partner

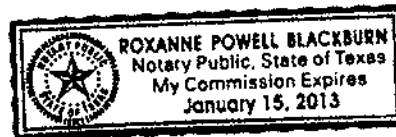
By: 
Name: Robert L. Auten,
Title: Vice President

STATE OF TEXAS §
COUNTY OF Collin §
§

This instrument was acknowledged before me on the 13 day of February, 2009, by Robert L. Auten, Vice President of Shoal Corporation, a Texas corporation, general partner of Darling Frisco Partners, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.

NOTARY SEAL:


Notary Public, State of Texas



UPON RECORDING, RETURN TO:

~~Kathryn L. Koons, Esq.
Koons Real Estate Law
3400 Carlisle Street, Suite 400
Dallas, Texas 75204~~

Return to: SJ8
Republic Title of Texas, Inc.
2626 Howell Street, 10th Floor
Dallas, TX 75204

EXHIBIT A

**LEGAL DESCRIPTION
73.7013 ACRES**

BEING a tract of land out of the J. Masters Survey, Abstract No. 831, in the City of Frisco, Denton County, Texas, being part of the tracts of land described in deed to Jim Randell Newman recorded in Volume 3393, Page 218 of the Real Property Records of Denton County, Texas, being part of the tract of land described in deed to Dale Clinton Newman recorded in Volume 3393, Page 228 of the Real Property Records of Denton County, Texas, being part of the 149.5862 acre tract of land described in deed to Jim Randell Newman recorded in Document Number 2006-5361 of the Official Public Records of Denton County, Texas, being part of the 143.4269 acre tract of land described in deed to Dale Clinton Newman recorded in Document Number 2006-5360 of the Official Public Records of Denton County, Texas, being all of the 27.7909 acre tract of land described in deed to Deane Newman recorded in Document Number 2008-98365 of the Official Public Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found with a plastic cap stamped "KHA" (hereinafter called 5/8" iron rod found) in the west line of a 20.1161 acre tract of land described in deed to J.N. Newman Family Trust recorded in Denton County Clerk's File No. 2007-38783 of the Real Property Records of Denton County, Texas, for the easterly most northeast corner of Lot 1, Block O of Newman Village, Phase 1, an addition to the City of Frisco according to the plat thereof recorded in Cabinet Y, Page 604 of the Plat Records of Denton County, Texas;

THENCE with the north and east lines of said Newman Village, Phase 1, the following courses and distances to wit:

North 89 degrees 53 minutes 25 seconds West, a distance of 515.33 feet to a 5/8" iron rod found for the beginning of a tangent curve to the right with a radius of 1052.92 feet, a central angle of 46 degrees 07 minutes 00 seconds, and a chord bearing and distance of North 66 degrees 49 minutes 55 seconds West, 824.79 feet;

Northwesterly, with said curve, an arc distance of 847.48 feet to a 5/8" iron rod found for corner;

North 43 degrees 46 minutes 25 seconds West, a distance of 39.44 feet to a 5/8" iron rod found for corner;

North 02 degrees 53 minutes 50 seconds East, a distance of 117.65 feet to a 5/8" iron rod found for corner;

North 49 degrees 44 minutes 15 seconds East, a distance of 34.96 feet to a 5/8" iron rod found for corner;

North 45 degrees 59 minutes 00 seconds East, a distance of 143.58 feet to a 5/8" iron rod found for the beginning of a non-tangent curve to the left having a radius of 634.00 feet, a central angle of 37 degrees 52 minutes 32 seconds, a chord bearing and distance of North 19 degrees 59 minutes 50 seconds East, 411.52 feet;

Northeasterly, with said curve, an arc distance 419.11 feet to a 5/8" iron rod found for the beginning of a non-tangent curve to the left having a radius of 108.50 feet, a central angle of 22 degrees 26 minutes 28 seconds, a chord bearing and distance of North 46 degrees 26 minutes 34 seconds East, 42.22 feet;

Northeasterly, with said curve, an arc distance of 42.50 feet to a 5/8" iron rod found for the beginning of a non-tangent curve to the right having a radius of 485.50 feet, a central angle of 9 degrees 53 minutes 02 seconds, a chord bearing and distance of South 54 degrees 29 minutes 27 seconds East, 83.65 feet;

Southeasterly, with said curve, an arc distance 83.75 feet to a 5/8" iron rod found for corner;

South 49 degrees 32 minutes 56 seconds East, a distance of 23.13 feet to a 5/8" iron rod found for corner;

North 40 degrees 27 minutes 04 seconds East, a distance of 60.00 feet to a 5/8" iron rod found for corner;

North 49 degrees 32 minutes 56 seconds West, a distance of 58.00 feet to an aluminum disk found in concrete for corner;

North 40 degrees 27 minutes 04 seconds East, a distance of 150.00 feet to a 5/8" iron rod found for corner;

South 49 degrees 32 minutes 56 seconds East, a distance of 58.00 feet to a 5/8" iron rod found for corner;

North 40 degrees 27 minutes 04 seconds East, a distance of 18.00 feet to a 5/8" iron rod found for corner;

North 49 degrees 32 minutes 56 seconds West, a distance of 94.93 feet to a 5/8" iron rod found for the beginning of a tangent curve to the right with a radius of 40.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and a chord bearing and distance of North 04 degrees 32 minutes 56 seconds West, 56.57 feet;

Northwesterly, with said curve, an arc distance of 62.83 feet to a 5/8" iron rod found for corner;

North 40 degrees 27 minutes 04 seconds East, a distance of 90.00 feet to a 5/8" iron rod found for corner;

South 67 degrees 59 minutes 02 seconds East, a distance of 15.81 feet to a 5/8" iron rod found for corner;

South 49 degrees 32 minutes 56 seconds East, a distance of 16.33 feet to a 5/8" iron rod found for corner;

North 40 degrees 27 minutes 04 seconds East, a distance of 50.00 feet to a 5/8" iron rod found for corner;

North 31 degrees 06 minutes 51 seconds West, a distance of 15.81 feet to a 5/8" iron rod found for corner;

North 40 degrees 27 minutes 04 seconds East, a distance of 90.00 feet to a 5/8" iron rod found for the beginning of a tangent curve to the right with a radius of 40.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and a chord bearing and distance of North 85 degrees 27 minutes 04 seconds East, 56.57 feet;

Northeasterly, with said curve, an arc distance of 62.83 feet to a point for corner;

North 40 degrees 27 minutes 04 seconds East, a distance of 18.00 feet to a 5/8" iron rod found for the beginning of a non-tangent curve to the right having a radius of 40.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, a chord bearing and distance of North 04 degrees 32 minutes 56 seconds West, 56.57 feet;

Northwesterly, with said curve, an arc distance 62.83 feet to a 5/8" iron rod found for corner;

North 40 degrees 27 minutes 04 seconds East, a distance of 115.00 feet to a 5/8" iron rod found for corner;

South 67 degrees 59 minutes 02 seconds East, a distance of 15.81 feet to a 5/8" iron rod found for corner;

North 40 degrees 27 minutes 04 seconds East, a distance of 117.00 feet to a 5/8" iron rod found for corner;

North 31 degrees 06 minutes 51 seconds West, a distance of 15.81 feet to a 5/8" iron rod found for corner;

North 40 degrees 27 minutes 04 seconds East, a distance of 115.00 feet to a 5/8" iron rod found for the beginning of a tangent curve to the right with a radius of 40.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and a chord bearing and distance of North 85 degrees 27 minutes 04 seconds East, 56.57 feet;

Northeasterly, with said curve, an arc distance of 62.83 feet to a 5/8" iron rod found for corner;

North 40 degrees 27 minutes 04 seconds East, a distance of 18.00 feet to a 5/8" iron rod found for the beginning of a non-tangent curve to the right having a radius of 40.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, a chord bearing and distance of North 04 degrees 32 minutes 56 seconds West, 56.57 feet;

Northwesterly, with said curve, an arc distance of 62.83 feet to a 5/8" iron rod found for corner;

North 40 degrees 27 minutes 04 seconds East, a distance of 160.21 feet to a 5/8" iron rod found for corner;

North 00 degrees 11 minutes 37 seconds East, a distance of 55.35 feet to a 5/8" iron rod found for corner;

North 77 degrees 48 minutes 54 seconds West, a distance of 141.16 feet to a 5/8" iron rod found for the beginning of a non-tangent curve to the left having a radius of 55.00 feet, a central angle of 24 degrees 05 minutes 24 seconds, a chord bearing and distance of North 31 degrees 06 minutes 11 seconds West, 22.95 feet;

Northwesterly, with said curve, an arc distance 23.12 feet to a 5/8" iron rod found for corner;

North 00 degrees 11 minutes 37 seconds East, a distance of 6.34 feet to a 5/8" iron rod found for corner;

North 89 degrees 48 minutes 23 seconds West, a distance of 60.00 feet to a 5/8" iron rod found for corner;

South 19 degrees 21 minutes 43 seconds West, a distance of 15.03 feet to a 5/8" iron rod found for corner;

North 80 degrees 33 minutes 56 seconds West, a distance of 18.93 feet to a 5/8" iron rod found for the beginning of a tangent curve to the right with a radius of 141.00 feet, a central angle of 31 degrees 00 minutes 59 seconds, and a chord bearing and distance of North 65 degrees 03 minutes 26 seconds West, 75.40 feet;

Northwesterly, with said curve, an arc distance of 76.33 feet to a 5/8" iron rod found for corner;

North 49 degrees 32 minutes 56 seconds West, a distance of 106.77 feet to a 5/8" iron rod found for corner;

North 21 degrees 40 minutes 14 seconds East, a distance of 15.53 feet to a 5/8" iron rod found for the beginning of a non-tangent curve to the right having a radius of 220.00 feet, a central angle of 16 degrees 05 minutes 24 seconds, a chord bearing and distance of North 48 degrees 29 minutes 45 seconds East, 61.58 feet;

Northeasterly, with said curve, an arc distance 61.78 feet to a 5/8" iron rod found for corner;

North 33 degrees 27 minutes 33 seconds West, a distance of 50.00 feet to a 5/8" iron rod found for corner;

North 82 degrees 42 minutes 25 seconds West, a distance of 14.91 feet to a 5/8" iron rod found for corner;

North 40 degrees 53 minutes 38 seconds West, a distance of 3.24 feet to a 5/8" iron rod found for the beginning of a tangent curve to the left with a radius of 275.00 feet, a central angle of 8 degrees 39 minutes 18 seconds, and a chord bearing and distance of North 45 degrees 13 minutes 17 seconds West, 41.50 feet;

Northwesterly, with said curve, an arc distance of 41.54 feet to a 5/8" iron rod found for corner;

North 49 degrees 32 minutes 56 seconds West, a distance of 74.53 feet to a 5/8" iron rod found for corner;

North 47 degrees 01 minutes 06 seconds West, a distance of 113.23 feet to a 5/8" iron rod found for corner;

North 49 degrees 32 minutes 56 seconds West, a distance of 39.93 feet to a 5/8" iron rod found for corner;

North 04 degrees 32 minutes 56 seconds West, a distance of 14.14 feet to a 5/8" iron rod found for corner;

North 49 degrees 32 minutes 56 seconds West, a distance of 60.00 feet to a 5/8" iron rod found for corner;

South 85 degrees 27 minutes 04 seconds West, a distance of 14.14 feet to a 5/8" iron rod found for corner;

North 49 degrees 32 minutes 56 seconds West, a distance of 137.22 feet to a 5/8" iron rod found for corner;

North 40 degrees 27 minutes 04 seconds East, a distance of 80.97 feet to a 5/8" iron rod found for corner;

North 00 degrees 11 minutes 37 seconds East, a distance of 474.90 feet to a 5/8" iron rod found for corner;

North 29 degrees 08 minutes 50 seconds West, a distance of 14.16 feet to a 5/8" iron rod found for corner;

North 00 degrees 11 minutes 37 seconds East, a distance of 101.53 feet to a 5/8" iron rod found for corner;

North 02 degrees 42 minutes 26 seconds East, a distance of 60.00 feet to a 5/8" iron rod found for the beginning of a non-tangent curve to the right having a radius of 338.00 feet, a central angle of 19 degrees 39 minutes 12 seconds, a chord bearing and distance of North 77 degrees 27 minutes 57 seconds West, 115.37 feet;

Northwesterly, with said curve, an arc distance 115.94 feet to a 5/8" iron rod found for the beginning of a reverse curve to the left with a radius of 300.00 feet, a central angle of 22 degrees 10 minutes 01 seconds, and a chord bearing and distance of North 78 degrees 43 minutes 22 seconds West, 115.34 feet;

Northwesterly, with said curve, an arc distance of 116.07 feet to a 5/8" iron rod found for corner;

North 89 degrees 48 minutes 23 seconds West, a distance of 213.60 feet to a 5/8" iron rod found for corner;

North 44 degrees 48 minutes 56 seconds West, a distance of 14.14 feet to a 5/8" iron rod found for corner;

South 87 degrees 06 minutes 20 seconds West, a distance of 60.09 feet to a 5/8" iron rod found for corner;

South 42 degrees 19 minutes 51 seconds West, a distance of 14.83 feet to a 5/8" iron rod found for the beginning of a non-tangent curve to the left having a radius of 750.00 feet, a central angle of 2 degrees 59 minutes 56 seconds, a chord bearing and distance of South 82 degrees 36 minutes 18 seconds West, 39.25 feet;

Southwesterly, with said curve, an arc distance 39.26 feet to a 5/8" iron rod found for the beginning of a reverse curve to the right with a radius of 500.00 feet, a central angle of 8 degrees 39 minutes 37 seconds, and a chord bearing and distance of South 85 degrees 26 minutes 08 seconds West, 75.50 feet;

Southwesterly, with said curve, an arc distance of 75.58 feet to an aluminum disk in concrete found for corner;

North 00 degrees 14 minutes 03 seconds West, a distance of 125.00 feet to a 5/8" iron rod found for the southeast corner of a 196.82 acre tract of land described in deed to Bert Field, Jr. recorded in Volume 523, Page 684 of the Deed Records of Denton County, Texas;

THENCE with the east line of said 196.82 acre tract, North 00 degrees 10 minutes 31 seconds East, a distance of 1031.96 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" (hereinafter called 5/8" iron rod set) for corner;

THENCE leaving said east line, the following courses and distances to wit:

South 59 degrees 13 minutes 36 seconds East, a distance of 975.23 feet to a 5/8" iron rod set for corner;

North 89 degrees 52 minutes 22 seconds East, a distance of 130.47 feet to a 5/8" iron rod set for corner;

North 39 degrees 57 minutes 19 seconds East, a distance of 12.88 feet to a 5/8" iron rod set for corner;

North 89 degrees 50 minutes 29 seconds East, a distance of 60.89 feet to a 5/8" iron rod set for corner;

South 49 degrees 27 minutes 03 seconds East, a distance of 15.17 feet to a 5/8" iron rod set for corner;

South 04 degrees 50 minutes 58 seconds East, a distance of 60.20 feet to a 5/8" iron rod set for corner;

South 44 degrees 52 minutes 22 seconds West, a distance of 14.14 feet to a 5/8" iron rod set for corner;

South 00 degrees 07 minutes 38 seconds East, a distance of 260.00 feet to a 5/8" iron rod set for corner;

South 45 degrees 07 minutes 38 seconds East, a distance of 14.14 feet to a 5/8" iron rod set for corner;

South 00 degrees 07 minutes 38 seconds East, a distance of 60.00 feet to a 5/8" iron rod set for corner;

South 44 degrees 52 minutes 22 seconds West, a distance of 14.14 feet to a 5/8" iron rod set for corner;

South 00 degrees 07 minutes 38 seconds East, a distance of 53.97 feet to a 5/8" iron rod set for the beginning of a tangent curve to the left with a radius of 700.00 feet, a central angle of 17 degrees 55 minutes 22 seconds, and a chord bearing and distance of South 09 degrees 05 minutes 19 seconds East, 218.08 feet;

Southeasterly, with said curve, an arc distance of 218.97 feet to a 5/8" iron rod set for corner;

South 18 degrees 03 minutes 00 seconds East, a distance of 44.97 feet to a 5/8" iron rod set for corner;

South 63 degrees 03 minutes 00 seconds East, a distance of 14.14 feet to a 5/8" iron rod set for corner;

South 18 degrees 03 minutes 00 seconds East, a distance of 60.00 feet to a 5/8" iron rod set for corner;

South 26 degrees 57 minutes 00 seconds West, a distance of 14.14 feet to a 5/8" iron rod set for corner;

South 18 degrees 03 minutes 00 seconds East, a distance of 68.31 feet to a 5/8" iron rod set for the beginning of a tangent curve to the right with a radius of 700.00 feet, a central angle of 15 degrees 30 minutes 49 seconds, and a chord bearing and distance of South 10 degrees 17 minutes 36 seconds East, 188.96 feet;

Southeasterly, with said curve, an arc distance of 189.54 feet to a 5/8" iron rod set for corner;

South 46 degrees 55 minutes 21 seconds East, a distance of 14.19 feet to a 5/8" iron rod set for corner;

South 00 degrees 01 minutes 46 seconds East, a distance of 100.04 feet to a 5/8" iron rod set for corner;

South 44 degrees 14 minutes 16 seconds West, a distance of 14.38 feet to a 5/8" iron rod set for corner;

South 00 degrees 11 minutes 37 seconds West, a distance of 291.46 feet to a 5/8" iron rod set for corner;

South 44 degrees 48 minutes 23 seconds East, a distance of 14.14 feet to a 5/8" iron rod set for corner;

South 89 degrees 48 minutes 23 seconds East, a distance of 277.09 feet to a 5/8" iron rod set for the beginning of a non-tangent curve to the right having a radius of 55.00 feet, a central angle of 52 degrees 26 minutes 17 seconds, a chord bearing and distance of South 88 degrees 12 minutes 26 seconds East, 48.60 feet;

Southeasterly, with said curve, an arc distance of 50.34 feet to a 5/8" iron rod set for corner;

North 28 degrees 00 minutes 43 seconds East, a distance of 171.13 feet to a 5/8" iron rod set for corner;

South 89 degrees 48 minutes 23 seconds East, a distance of 94.47 feet to a 5/8" iron rod set for corner;

South 00 degrees 11 minutes 37 seconds West, passing a 5/8" iron rod found for the northwest corner of a 13.4178 acre tract of land described in deed to Deane Newman recorded in Document Number 2008-98365 of the Official Public Records of Denton County, Texas at a distance of 550.70 feet, continuing with the west line of said 13.4178 acre tract a total distance of 1041.48 feet to a 5/8" iron rod found for the north corner of said 20.1161 acre tract;

THENCE with the west lines of said 20.1161 acre tract, the following courses and distances to wit:

South 40 degrees 27 minutes 04 seconds West, a distance of 126.83 feet to a 5/8" iron rod found for the beginning of a non-tangent curve to the left having a radius of 50.00 feet, a central angle of 56 degrees 47 minutes 46 seconds, a chord bearing and distance of South 28 degrees 18 minutes 47 seconds West, 47.56 feet;

Southwesterly, with said curve, an arc distance 49.56 feet to a 5/8" iron rod found for corner;

South 40 degrees 27 minutes 04 seconds West, a distance of 479.01 feet to a 5/8" iron rod found for the beginning of a non-tangent curve to the left having a radius of 51.90 feet, a central angle of 54 degrees 32 minutes 33 seconds, a chord bearing and distance of South 52 degrees 35 minutes 20 seconds West, 47.56 feet;

Southwesterly, with said curve, an arc distance 49.40 feet to a 5/8" iron rod found for corner;

South 40 degrees 27 minutes 04 seconds West, a distance of 144.00 feet to a 5/8" iron rod found for corner;

South 49 degrees 32 minutes 56 seconds East, a distance of 118.72 feet to a 5/8" iron rod found for the beginning of a tangent curve to the right with a radius of 100.00 feet, a central angle of 49 degrees 39 minutes 32 seconds, and a chord bearing and distance of South 24 degrees 43 minutes 10 seconds East, 83.98 feet;

Southeasterly, with said curve, an arc distance of 86.67 feet to a point for corner;

South 00 degrees 06 minutes 35 seconds West, a distance of 517.74 feet to a 5/8" iron rod found for corner;

South 89 degrees 53 minutes 25 seconds East, a distance of 230.00 feet to a 5/8" iron rod found for the beginning of a tangent curve to the right with a radius of 40.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and a chord bearing and distance of South 44 degrees 53 minutes 25 seconds East, 56.57 feet;

Southeasterly, with said curve, an arc distance of 62.83 feet to a 5/8" iron rod found for corner;

South 00 degrees 06 minutes 35 seconds West, a distance of 262.00 feet to the POINT OF BEGINNING and containing 73.7013 acres of land.

Bearing system based on the monuments found in the east line of Newman Village, Phase 1, an addition to the City of Frisco according to the plat thereof recorded in Cabinet Y, Page 604 of the Plat Records of Denton County, Texas.

Denton County
Cynthia Mitchell
County Clerk
Denton, TX 76202



70 2013 00018945

Instrument Number: 2013-18945

Recorded On: February 15, 2013 As
Misc General Fee Doc

Parties: DARLING FRISCO PARTNERS LTD
To

Billable Pages: 7
Number of Pages: 7

Comment:

(Parties listed above are for Clerks reference only)

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

Misc General Fee Doc 40.00
Total Recording: 40.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2013-18945
Receipt Number: 1003885
Recorded Date/Time: February 15, 2013 04:20:56P
User / Station: P Gaines - Cash Station 4

Record and Return To:

REPUBLIC TITLE OF TEXAS INC
2626 HOWELL ST
10TH FLOOR
DALLAS TX 75204



THE STATE OF TEXAS }
COUNTY OF DENTON }

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

C. Mitchell

County Clerk
Denton County, Texas

6

**SECOND SUPPLEMENT
TO
FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR NEWMAN VILLAGE**

THIS SECOND SUPPLEMENT TO FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NEWMAN VILLAGE (this "Supplement") is executed to be effective as of the 15th day of February, 2013 by DARLING FRISCO PARTNERS, LTD., a Texas limited partnership ("Declarant").

RECITALS:

A. Declarant is the "Declarant" under that certain First Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Newman Village (as amended and supplemented, the "Declaration") executed by Declarant, dated effective June 28, 2006, recorded in the Real Property Records of Denton County, Texas on September 11, 2008, as Document No. 2008-99716, as affected by that certain First Supplement to First Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Newman Village executed by Declarant, dated effective February 13, 2009, recorded in the Real Property Records of Denton County, Texas on February 17, 2009, as Document No. 2009-18412, regarding certain land in Denton County, Texas which is more particularly described therein. The Declaration amended, superseded, replaced and restated that certain "Declaration of Covenants, Conditions and Restrictions for Newman Village" dated June 28, 2006 recorded as Document No. 2006-79420 in the Real Property Records of Denton County, Texas, as corrected by that certain "Corrective Amendment of Declaration of Covenants, Conditions and Restrictions for Newman Village," dated to be effective June 28, 2006, recorded as Document No. 2007-36288 in the Real Property Records of Denton County, Texas, in their entirety.

B. Section 2.02 of the Declaration provides that Declarant has the right during the Declarant Control Period (as defined in the Declaration), in its sole and absolute discretion, and with out notice to or the approval of any individual or entity, to impose the Declaration upon additional land adjacent, contiguous or nearby to the property described in Exhibit "A" to the Declaration and may add such land to the Declaration by a Supplemental Declaration.

C. The Declarant Control Period is still in effect under the Declaration.

D. The property described on Exhibit A attached to this Supplement and incorporated herein by reference (the "Additional Land") is adjacent, contiguous or nearby to the property described in Exhibit "A" to the Declaration, and Declarant desires to add the Additional Land to the Declaration.

NOW, THEREFORE, pursuant to the rights and powers granted to Declarant in the Declaration, Declarant hereby declares as follows:

1. The Recitals set forth above are incorporated into this Supplement by reference and form a part of this Supplement.

2. Declarant hereby adds the Additional Land to the Declaration and imposes the Declaration on the Additional Land. The Additional Land shall be deemed to be added to, and included in, the definition of "Property" as defined in Section 1.25 of the Declaration.

3. The covenants, conditions, restrictions and obligations set forth in the Declaration shall apply to the Additional Land, and the rights, privileges, duties and liabilities of the Persons (as defined in Section 1.22 of the Declaration) subject to the Declaration shall be the same with respect to the Additional Land as with respect to the land originally covered by the Declaration.

4. The Declaration, as supplemented by this Supplement, remains and continues in full force and effect.


EXECUTED TO BE EFFECTIVE as of the date first above written.

(EXECUTION ON NEXT PAGE)

DECLARANT:

DARLING FRISCO PARTNERS, LTD.,
a Texas limited partnership

By: DFP Texas (GP), LLC,
a Texas limited liability company,
its General Partner

By: 
Name: ERIC L. TROUTMAN
Title: VICE PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF Collin §

This instrument was acknowledged before me on the 15 day of February, 2013, by ERIC L. Troutman, Vice President of DFP Texas (GP), LLC, a Texas limited liability company, the General Partner of Darling Frisco Partners, Ltd., a Texas limited partnership, on behalf of said corporation, limited liability company and limited partnership.



Notary Public, State of Texas

[Seal]

My Commission expires:



UPON RECORDING, RETURN TO:

Kathryn L. Koons, Esq.
Koons Real Estate Law
3400 Carlisle Street, Suite 400
Dallas, Texas 75204

EXHIBIT A

LEGAL DESCRIPTION

BEING a tract of land situated in the J. Masters Survey, Abstract No. 831, City of Frisco, Denton County, Texas and being part of a tract of land described in deed to Jim Randell Newman recorded in Instrument No. 2006-5361 of the Official Property Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8" iron rod with "KHA" cap found at the northeast terminus of Riverhill Road, a Private Lot/Service, Utility Easement according to the plat of Newman Village Model Home Park recorded in Instrument No. 2011-205 of the Plat Records of Denton County, Texas;

THENCE North 0°11'37" East, a distance of 148.52 feet to a 5/8" iron rod with "KHA" cap set for the **POINT OF BEGINNING**; same being in the east line of a tract of land described in Special Warranty Deed to Darling Frisco Partners, Ltd. recorded in Instrument No. 2009-18411 of the Official Public Records of Denton County, Texas;

THENCE with the said east line of the Darling Frisco Partners tract, the following courses and distances:

North 0°11'37" East, a distance of 291.46 feet to a 5/8" iron rod with "KHA" cap set for corner;

North 44°14'16" East, a distance of 14.38 feet to a 5/8" iron rod with "KHA" cap set for corner;

North 0°01'46" West, a distance of 100.04 feet to a 5/8" iron rod with "KHA" cap set for corner;

North 46°55'21" West, a distance of 14.19 feet to a 5/8" iron rod with "KHA" cap set at the beginning of a non-tangent curve to the left having a central angle of 15°30'49", a radius of 700.00 feet, a chord bearing and distance of North 10°17'36" West, 188.96 feet; In a northwesterly direction, with said curve to the left, an arc distance of 189.54 feet to a 5/8" iron rod with "KHA" cap set at the end of said curve;

North 18°03'00" West, a distance of 68.31 feet to a 5/8" iron rod with "KHA" cap set for corner;

North 26°57'00" East, a distance of 14.14 feet to a 5/8" iron rod with "KHA" cap set for corner;

North 18°03'00" West, a distance of 60.00 feet to a 5/8" iron rod with "KHA" cap set for corner;

North 63°03'00" West, a distance of 14.14 feet to a 5/8" iron rod with "KHA" cap set for corner;

North 18°03'00" West, a distance of 44.97 feet to a 5/8" iron rod with "KHA" cap set at the beginning of a tangent curve to the right having a central angle of 17°55'22", a radius of 700.00 feet, a chord bearing and distance of North 9°05'19" West, 218.08 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 218.97 feet to a 5/8" iron rod with "KHA" cap set at the end of said curve;

North 0°07'38" West, a distance of 53.97 feet to a 5/8" iron rod with "KHA" cap set for corner;
North 44°52'22" East, a distance of 14.14 feet to a 5/8" iron rod with "KHA" cap set for corner;
North 0°07'38" West, a distance of 60.00 feet to a 5/8" iron rod with "KHA" cap set for corner;
North 45°07'38" West, a distance of 14.14 feet to a 5/8" iron rod with "KHA" cap set for corner;
North 0°07'38" West, a distance of 260.00 feet to a 5/8" iron rod with "KHA" cap set for corner;
North 44°52'22" East, a distance of 14.14 feet to a 5/8" iron rod with "KHA" cap set for corner;
North 4°50'58" West, a distance of 60.20 feet to a 5/8" iron rod with "KHA" cap set in the south line of a 100' Brazos Electric Easement recorded in Instrument 2009-145950 at the easternmost northeast corner of said Darling Frisco Partners tract;

THENCE with the north line of said Darling Frisco Partners tract and the south line of said Brazos Electric Easement, the following courses and distances:

North 49°27'03" West, a distance of 15.17 feet to a 5/8" iron rod with "KHA" cap set for corner;
South 89°50'29" West, a distance of 60.89 feet to a 5/8" iron rod with "KHA" cap set for corner;
South 39°57'19" West, a distance of 12.88 feet to a 5/8" iron rod with "KHA" cap set for corner;
South 89°52'22" West, a distance of 130.47 feet to a 5/8" iron rod with "KHA" cap set for corner;
North 59°13'36" West, a distance of 975.23 feet to a 5/8" iron rod with "KHA" cap set in the east line of a tract of land described in deed to Bert Field, Jr. recorded in Volume 523, Page 684 of the Deed Records of Denton County, Texas, at the northwest corner of said Darling Frisco Partners tract and the southwest corner of said Brazos Electric Easement;

THENCE with the said east line of the Bert Field, Jr. tract, North 0°10'31" East, a distance of 116.18 feet to a 5/8" iron rod with "KHA" cap set at the northwest corner of said Brazos Electric Easement;

THENCE with the north line of said Brazos Electric Easement, the following courses and distances:

South 59°13'36" East, a distance of 1006.72 feet to a 5/8" iron rod with "KHA" cap set for corner;
North 89°52'22" East, a distance of 405.25 feet to a 5/8" iron rod with "KHA" cap set at the beginning of a non-tangent curve to the left having a central angle of 22°16'56", a radius of 280.00 feet, a chord bearing and distance of South 22°19'50" West, 108.21 feet;

THENCE in a southwesterly direction, departing the said north line of the Brazos Electric Easement and with said curve to the left, an arc distance of 108.89 feet to a 5/8" iron rod with "KHA" cap set in the said south line of the Brazos Electric Easement at the end of said curve;

THENCE with the said south line of the Brazos Electric Easement, North 89°52'22" East, a distance of 200.98 feet to a 5/8" iron rod with "KHA" cap set for corner;

THENCE departing the said south line of the Brazos Electric Easement, the following courses and distances:

South 0°02'24" East, a distance of 506.50 feet to a 5/8" iron rod with "KHA" cap set for corner;

North 89°49'29" West, a distance of 162.21 feet to a 5/8" iron rod with "KHA" cap set for corner;

South 15°31'19" West, a distance of 12.06 feet to a 5/8" iron rod with "KHA" cap set for corner;

South 15°35'13" West, a distance of 122.13 feet to a 5/8" iron rod with "KHA" cap set for corner;

South 30°43'56" East, a distance of 13.81 feet to a 5/8" iron rod with "KHA" cap set for corner;

South 15°35'02" West, a distance of 60.00 feet to a 5/8" iron rod with "KHA" cap set for corner;

South 59°08'43" West, a distance of 14.50 feet to a 5/8" iron rod with "KHA" cap set for corner;

South 15°35'13" West, a distance of 105.62 feet to a 5/8" iron rod with "KHA" cap set at the beginning of a tangent curve to the left having a central angle of 21°11'05", a radius of 470.02 feet, a chord bearing and distance of South 4°59'39" West, 172.80 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 173.79 feet to a 5/8" iron rod with "KHA" cap set at the end of said curve;

South 48°00'58" East, a distance of 14.91 feet to a 5/8" iron rod with "KHA" cap set for corner;

South 89°49'29" East, a distance of 145.41 feet to a 5/8" iron rod with "KHA" cap set for corner;

South 0°10'31" West, a distance of 60.00 feet to a 5/8" iron rod with "KHA" cap set for corner;

South 0°11'37" West, a distance of 415.20 feet to a 5/8" iron rod with "KHA" cap set for corner in a north line of said Darling Frisco Partners tract;

THENCE with the said north line of the Darling Frisco Partners tract, the following courses and distances:

North 89°48'23" West, a distance of 140.00 feet to a 5/8" iron rod with "KHA" cap set for corner;

North 44°48'23" West, a distance of 14.14 feet to the **POINT OF BEGINNING** and containing 10.366 acres or 451,539 square feet of land.

**** Electronically Filed Document ****

Denton County
Cynthia Mitchell
County Clerk

Document Number: 2014-113648
Recorded As : ERX-RESTRICTIONS

Recorded On: November 07, 2014
Recorded At: 08:27:59 am
Number of Pages: 8

Recording Fee: \$54.00

Parties:
Direct- DARLING FRISCO PARTNERS LTD
Indirect-

Receipt Number: 1223737
Processed By: Terri Bair

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

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.



THE STATE OF TEXAS)
COUNTY OF DENTON)

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

C Mitchell

County Clerk
Denton County, Texas

**THIRD SUPPLEMENT
TO
FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR NEWMAN VILLAGE**

THIS THIRD SUPPLEMENT TO FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NEWMAN VILLAGE (this "Supplement") is executed to be effective as of the 4th day of November, 2014 by DARLING FRISCO PARTNERS, LTD., a Texas limited partnership ("Declarant").

RECITALS:

A. Declarant is the "Declarant" under that certain First Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Newman Village (as amended and supplemented, the "Declaration") executed by Declarant, dated effective June 28, 2006, recorded in the Real Property Records of Denton County, Texas on September 11, 2008, as Document No. 2008-99716, as amended by that certain Second Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective July 22, 2010, recorded in the Real Property Records of Denton County, Texas on July 23, 2010, as Document No. 2010-71852, as amended by that certain Third Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Newman Village Homeowners Association, dated effective August 29, 2012, recorded in the Real Property Records of Denton County, Texas on October 5, 2012, as Document No. 2012-113365, as amended by that certain Fourth Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective September 17, 2014, recorded in the Real Property Records of Denton County, Texas on September 19, 2014, as Document No. 2014-95696, as affected by that certain First Supplement to First Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Newman Village, executed by Declarant, dated effective February 13, 2009, recorded in the Real Property Records of Denton County, Texas on February 17, 2009, as Document No. 2009-18412, regarding certain land in Denton County, Texas which is more particularly described therein and as affected by that certain Second Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective February 15, 2013, recorded in the Real Property Records of Denton County, Texas on February 15, 2013, as Document No. 2013-18945, regarding certain land in Denton County, Texas which is more particularly described therein. The Declaration amended, superseded, replaced and restated that certain "Declaration of Covenants, Conditions and Restrictions for Newman Village" dated June 28, 2006 recorded as Document No. 2006-79420 in the Real Property Records of Denton County, Texas, as corrected by that certain "Corrective Amendment of Declaration of Covenants, Conditions and Restrictions for Newman Village," dated to be effective June 28, 2006, recorded as Document No. 2007-36288 in the Real Property Records of Denton County, Texas, in their entirety.

B. Section 2.02 of the Declaration provides that Declarant has the right during the Declarant Control Period (as defined in the Declaration), in its sole and absolute discretion, and with out notice to or the approval of any individual or entity, to impose the Declaration upon additional land adjacent, contiguous or nearby to the property described in Exhibit "A" to the Declaration and may add such land to the Declaration by a Supplemental Declaration.

C. The Declarant Control Period is still in effect under the Declaration.

D. The property described on Exhibit A attached to this Supplement and incorporated herein by reference (the "Additional Land") is adjacent, contiguous or nearby to the property described in Exhibit "A" to the Declaration, and Declarant desires to add the Additional Land to the Declaration.

NOW, THEREFORE, pursuant to the rights and powers granted to Declarant in the Declaration, Declarant hereby declares as follows:

1. The Recitals set forth above are incorporated into this Supplement by reference and form a part of this Supplement.

2. Declarant hereby adds the Additional Land to the Declaration and imposes the Declaration on the Additional Land. The Additional Land shall be deemed to be added to, and included in, the definition of "Property" as defined in Section 1.25 of the Declaration.

3. The covenants, conditions, restrictions and obligations set forth in the Declaration shall apply to the Additional Land, and the rights, privileges, duties and liabilities of the Persons (as defined in Section 1.22 of the Declaration) subject to the Declaration shall be the same with respect to the Additional Land as with respect to the land originally covered by the Declaration.

4. The Declaration, as supplemented by this Supplement, remains and continues in full force and effect.

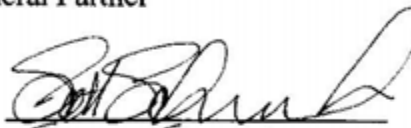
EXECUTED TO BE EFFECTIVE as of the date first above written.

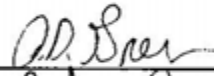
(EXECUTION ON NEXT PAGE)

DECLARANT:

DARLING FRISCO PARTNERS, LTD.,
a Texas limited partnership

By: DFP Texas (GP), LLC,
a Texas limited liability company,
its General Partner

By: 
Name: SCOTT SALVENDY
Title: JP

By: 
Name: Andrew Green
Title: VP

STATE OF TEXAS §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 5th day of November, 2014, by Scott Swanke, Vice President of DFP Texas (GP), LLC, a Texas limited liability company, the General Partner of Darling Frisco Partners, Ltd., a Texas limited partnership, on behalf of said corporation, limited liability company and limited partnership.

[Seal]



Allison Rathmell
Notary Public, State of Texas

My Commission expires:
5-19-2016

STATE OF TEXAS §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 5th day of November, 2014, by Andrew Green, Vice President of DFP Texas (GP), LLC, a Texas limited liability company, the General Partner of Darling Frisco Partners, Ltd., a Texas limited partnership, on behalf of said corporation, limited liability company and limited partnership.

[Seal]



Allison Rathmell
Notary Public, State of Texas

My Commission expires:
5-19-2016

UPON RECORDING, RETURN TO:
Kathryn L. Koons, Esq.
Koons Real Estate Law
3400 Carlisle Street, Suite 400
Dallas, Texas 75204

ESCROW AGENT:
REPUBLIC TITLE OF TEXAS INC
2626 HOWELL ST 10TH FL
DALLAS TX 75204-4064
CLOSER: KATHY MCDANIEL
GF# 1002-126784 & 126784A SJ8

EXHIBIT A**LEGAL DESCRIPTION**

BEING a tract of land situated in the J. Masters Survey, Abstract No. 831, City of Frisco, Denton County, Texas and being part of the tracts of land described in deed to Jim Randell Newman recorded in Volume 3393, Page 218 of the Real Property Records of Denton County, Texas, being part of the tract of land described in deed to Dale Clinton Newman recorded in Volume 3393, Page 228 of the Real Property Records of Denton County, Texas, being part of the 149.5862 acre tract of land described in deed to Jim Randell Newman recorded in Document Number 2006-5361 of the Official Public Records of Denton County, Texas, and being part of the 143.4269 acre tract of land described in deed to Dale Clinton Newman recorded in Document Number 2006-5360 of the Official Public Records of Denton County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with "KHA" cap found in the north line of a 100' Brazos Electric Transmission Easement recorded in Instrument No. 2009-145950 of the Official Public Records of Denton County, Texas at the most northerly northeast corner of Newman Village Phase 2B, an addition to the City of Frisco, Texas, according to the plat recorded in Instrument No. 2013-292, Plat Records of Denton County, Texas;

THENCE with the north line of said Brazos Electric Transmission Easement, North 89°52'22" East, passing a 5/8" iron rod with "KHA" cap found for the southwest corner of a 24.8982 acre tract of land described in deed to Frisco Land and Cattle, LP recorded in Document No. 2007-147822 of the Official Public Records of Denton County, Texas at a distance of 300.40 feet, and continuing with the south line of said 24.8982 acre tract, in all a total distance of 628.80 feet to a 5/8" iron rod with "KHA" cap set for corner;

THENCE departing the said north line of the Brazos Electric Transmission Easement, the following courses and distances:

South 0°07'38" East, a distance of 50.00 feet to a 5/8" iron rod with "KHA" cap set for corner;

North 89°52'22" East, a distance of 700.00 feet to an aluminum monument set for corner in the west right-of-way line of Legacy Drive (a variable width right-of-way, 120-feet wide at this point);

THENCE with the said west right-of-way line of Legacy Drive, South 0°07'18" East, a distance of 1375.43 feet to a 5/8" iron rod found for corner;

THENCE departing the said west right-of-way line of Legacy Drive, the following courses and distances:

North 44°56'31" West, a distance of 28.37 feet to a 5/8" iron rod with "KHA" cap set for corner;

North 89°45'39" West, a distance of 253.34 feet to a 5/8" iron rod with "KHA" cap set at the beginning of a non-tangent curve to the right having a central angle of 17°18'47", a radius of 335.00 feet, a chord bearing and distance of North 80°17'17" West, 100.84 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 101.23 feet to a 5/8" iron rod with "KHA" cap set at the end of said curve;
 North 71°37'53" West, a distance of 10.93 feet to a 5/8" iron rod with "KHA" cap set for corner;
 North 89°45'41" West, a distance of 440.06 feet to a 5/8" iron rod with "KHA" cap set at the beginning of a tangent curve to the left having a central angle of 7°21'23", a radius of 750.00 feet, a chord bearing and distance of South 86°33'38" West, 96.23 feet;
 In a southwesterly direction, with said curve to the left, an arc distance of 96.29 feet to a 5/8" iron rod with "KHA" cap set at the end of said curve;
 South 0°11'37" West, a distance of 37.89 feet to a 5/8" iron rod with "KHA" cap found for the northeast corner of a tract of land described in deed to Darling Frisco Partners, Ltd. recorded in Document No. 2009-18411 of the Official Public Records of Denton County, Texas;

THENCE with the north line of said Darling Frisco Partners, Ltd. tract, the following courses and distances to wit:

North 89°48'23" West, a distance of 94.47 feet to a 5/8" iron rod with "KHA" cap found for corner;
 South 28°00'43" West, a distance of 171.13 feet to a 5/8" iron rod with "KHA" cap found at the beginning of a non-tangent curve to the left having a central angle of 52°26'17", a radius of 55.00 feet, a chord bearing and distance of North 88°12'26" West, 48.60 feet;
 In a northwesterly direction, with said curve to the left, an arc distance of 50.34 feet to a 5/8" iron rod with "KHA" cap found at the end of said curve;
 North 89°48'23" West, a distance of 137.09 feet to a 5/8" iron rod with "KHA" cap found for corner in east line of Newman Village Phase 2B, an addition to the City of Frisco, Texas, according to the plat recorded in Instrument No. 2013-292, Plat Records of Denton County, Texas;

THENCE with the east line of said Newman Village Phase 2B, the following courses and distances:

North 0°11'29" East, a distance of 475.20 feet to a 5/8" iron rod with "KHA" cap found for corner;
 North 89°49'29" West, a distance of 145.41 feet to an X in concrete found for corner;
 North 48°00'58" West, a distance of 14.91 feet to an X in concrete found at the beginning of a non-tangent curve to the right having a central angle of 21°11'05", a radius of 470.02 feet, a chord bearing and distance of North 4°59'39" East, 172.80 feet;
 In a northeasterly direction, with said curve to the right, an arc distance of 173.79 feet to a 5/8" iron rod with "KHA" cap found for corner;
 North 15°35'13" East, a distance of 105.62 feet to an X in concrete found for corner;
 North 59°08'43" East, a distance of 14.50 feet to an X in concrete found for the corner;
 North 15°35'02" East, a distance of 60.00 feet to an X in concrete found for corner;
 North 30°43'56" West, a distance of 13.81 feet to an X in concrete found for corner;
 North 15°35'13" East, a distance of 122.13 feet to a 5/8" iron rod with "KHA" cap found for corner;

North 15°31'19" East, a distance of 12.06 feet to a 5/8" iron rod with "KHA" cap found for corner;
South 89°49'29" East, a distance of 162.21 feet to a 5/8" iron rod with "KHA" cap found for corner;
North 0°02'24" West, a distance of 506.50 feet to a 5/8" iron rod with "KHA" cap found for corner;
South 89°52'22" West, a distance of 200.98 feet to a 5/8" iron rod with "KHA" cap found at the beginning of a non-tangent curve to the right having a central angle of 22°16'56", a radius of 280.00 feet, a chord bearing and distance of North 22°19'50" East, 108.21 feet;

In a northeasterly direction with said curve to the right, an arc distance of 108.89 feet to the **POINT OF BEGINNING** and containing 41.2609 acres or 1,797,326 square feet of land.

**** Electronically Filed Document ****

Denton County
Juli Luke
County Clerk

Document Number: 2015-105890
Recorded As : ERX-DECLARATION

Recorded On: September 10, 2015
Recorded At: 04:10:15 pm
Number of Pages: 7

Recording Fee: \$50.00

Parties:

Direct- DARLING FRISCO PARTNERS
Indirect-

Receipt Number: 1337096
Processed By: Terri Bair

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

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.



THE STATE OF TEXAS)
COUNTY OF DENTON)

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

Juli Luke

County Clerk
Denton County, Texas

**FOURTH SUPPLEMENT
TO
FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR NEWMAN VILLAGE**

THIS FOURTH SUPPLEMENT TO FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NEWMAN VILLAGE (this "Supplement") is executed to be effective as of the 9th day of September, 2015 by DARLING FRISCO PARTNERS, LTD., a Texas limited partnership ("Declarant").

RECITALS:

A. Declarant is the "Declarant" under that certain First Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Newman Village (as amended and supplemented, the "Declaration") executed by Declarant, dated effective June 28, 2006, recorded in the Real Property Records of Denton County, Texas on September 11, 2008, as Document No. 2008-99716, as amended by that certain First Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective May 7, 2009, recorded in the Real Property Records of Denton County, Texas on May 12, 2009, as Document No. 2009-56738, as amended by that certain Second Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective July 22, 2010, recorded in the Real Property Records of Denton County, Texas on July 23, 2010, as Document No. 2010-71852, as amended by that certain Third Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Newman Village Homeowners Association, dated effective August 29, 2012, recorded in the Real Property Records of Denton County, Texas on October 5, 2012, as Document No. 2012-113365, as amended by that certain Fourth Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective September 17, 2014, recorded in the Real Property Records of Denton County, Texas on September 19, 2014, as Document No. 2014-95696, as affected by that certain First Supplement to First Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Newman Village, executed by Declarant, dated effective February 13, 2009, recorded in the Real Property Records of Denton County, Texas on February 17, 2009, as Document No. 2009-18412, regarding certain land in Denton County, Texas which is more particularly described therein; as affected by that certain Second Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective February 15, 2013, recorded in the Real Property Records of Denton County, Texas on February 15, 2013, as Document No. 2013-18945 and as affected by that certain Third Supplement to First Amended And Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective November 4, 2014, recorded in the Real Property Records of Denton County, Texas on November 7, 2014, as Document No. 2014-113648, regarding certain land in Denton County, Texas which is more particularly described therein. The Declaration amended, superseded, replaced and restated that certain "Declaration of Covenants, Conditions and Restrictions for

Newman Village" dated June 28, 2006 recorded as Document No. 2006-79420 in the Real Property Records of Denton County, Texas, as corrected by that certain "Corrective Amendment of Declaration of Covenants, Conditions and Restrictions for Newman Village," dated to be effective June 28, 2006, recorded as Document No. 2007-36288 in the Real Property Records of Denton County, Texas, in their entirety.

B. Section 2.02 of the Declaration provides that Declarant has the right during the Declarant Control Period (as defined in the Declaration), in its sole and absolute discretion, and with out notice to or the approval of any individual or entity, to impose the Declaration upon additional land adjacent, contiguous or nearby to the property described in Exhibit "A" to the Declaration and may add such land to the Declaration by a Supplemental Declaration.

C. The Declarant Control Period is still in effect under the Declaration.

D. The property described on Exhibit A attached to this Supplement and incorporated herein by reference (the "Additional Land") is adjacent, contiguous or nearby to the property described in Exhibit "A" to the Declaration, and Declarant desires to add the Additional Land to the Declaration.

NOW, THEREFORE, pursuant to the rights and powers granted to Declarant in the Declaration, Declarant hereby declares as follows:

1. The Recitals set forth above are incorporated into this Supplement by reference and form a part of this Supplement.

2. Declarant hereby adds the Additional Land to the Declaration and imposes the Declaration on the Additional Land. The Additional Land shall be deemed to be added to, and included in, the definition of "Property" as defined in Section 1.25 of the Declaration.

3. The covenants, conditions, restrictions and obligations set forth in the Declaration shall apply to the Additional Land, and the rights, privileges, duties and liabilities of the Persons (as defined in Section 1.22 of the Declaration) subject to the Declaration shall be the same with respect to the Additional Land as with respect to the land originally covered by the Declaration.

4. As of the date of this Supplement, the Property covered by the Declaration, including the Additional Land, is intended to have 581 platted Lots, subject to the rights of the Declarant under Article II of the Declaration to add and withdraw land or to divide and subdivide certain Lots covered by the Declaration.

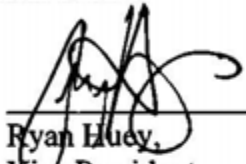
5. The Declaration, as supplemented by this Supplement, remains and continues in full force and effect.

EXECUTED TO BE EFFECTIVE as of the date first above written.


DECLARANT:

DARLING FRISCO PARTNERS, LTD.,
a Texas limited partnership

By: DFP Texas (GP), LLC,
a Texas limited liability company,
its General Partner

By: 

Ryan Huey,
Vice President

By: 

Andrew D. Green,
Vice President

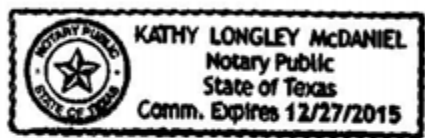
STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 9th day of September, 2015, by Ryan Huey, Vice President of DFP Texas (GP), LLC, a Texas limited liability company, the General Partner of Darling Frisco Partners, Ltd., a Texas limited partnership, on behalf of said ~~corporation~~, limited liability company and limited partnership.

km

Kathy Longley McDaniel
Notary Public, State of Texas

[Seal]



My Commission expires: _____

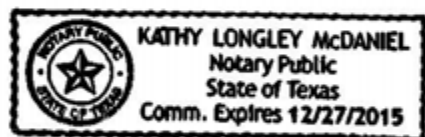
STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 9th day of September, 2015, by Andrew D. Green, Vice President of DFP Texas (GP), LLC, a Texas limited liability company, the General Partner of Darling Frisco Partners, Ltd., a Texas limited partnership, on behalf of said ~~corporation~~, limited liability company and limited partnership.

km

Kathy Longley McDaniel
Notary Public, State of Texas

[Seal]



My Commission expires: _____

UPON RECORDING, RETURN TO:
Kathryn L. Koons, Esq.
Koons Real Estate Law
3400 Carlisle Street, Suite 400
Dallas, Texas 75204

EXHIBIT A**LEGAL DESCRIPTION**

BEING a tract of land situated in the J. Masters Survey, Abstract No. 831, City of Frisco, Denton County, Texas and being part of the 149.5862 acre tract of land described in deed to Jim Randell Newman recorded in Document Number 2006-5361 of the Official Public Records of Denton County, Texas and Dale Clinton Newman recorded in Volume 3393, Page 228 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found for corner in the south right-of-way line of Panther Creek Parkway (a variable width right-of-way) at the northwest corner of a called 24.8982 acre tract of land described in General Warranty Deed to Frisco Land and Cattle Company LP recorded in Denton County Clerk's File No. 2007-147822, Real Property Records of Denton County, Texas;

THENCE departing said south right-of-way line of Panther Creek Parkway and with said west line of the Frisco Land and Cattle Company LP tract, South 0°01'43" East, a distance of 1060.03 feet to a 5/8" iron rod with "KHA" cap found in the north line of a called 40.1124 acre tract of land described in Special Warranty Deed with Vendor's Lien to Darling Frisco Partners, Ltd. recorded in Denton County Clerk's File No. 2014-113646, Real Property Records of Denton County, Texas at the southwest corner of said Frisco Land and Cattle Company LP tract;

THENCE South 89°52'22" West, at a distance of 300.40 feet passing a 5/8" iron rod with "KHA" cap found at the northwest corner of said 40.1124 acre tract and the most easterly northeast corner of Newman Village Phase 2B, an addition to the City of Frisco, Texas according to the plat thereof recorded in Instrument No. 2013-292, Plat Records of Denton County, Texas, and continuing with the north line of said Newman Village Phase 2B for a total distance of 705.64 feet to a 5/8" iron rod with "KHA" cap found for corner;

THENCE continuing with said north line of Newman Village Phase 2B, North 59°13'36" West, at a distance of 785.99 feet passing a 5/8" iron rod with "KHA" cap found at the most northerly northwest corner of said Newman Village Phase 2B and continuing with the north line of a called 10.366 acre tract of land described in Special Warranty Deed with Vendor's Lien to Darling Frisco Partners, Ltd. recorded in Denton County Clerk's File No. 2013-18944, Real Property Records of Denton County, Texas for a total distance of 1,006.72 feet to a 5/8" iron rod with "KHA" cap found for corner in the east line of a called 196.82 acre tract of land described in deed to Bert Field, Jr. recorded in Volume 523, Page 684 of the Deed Records of Denton County, Texas;

THENCE with said east line of the Bert Field, Jr. tract, North 0°10'31" East, a distance of 545.42 feet to an aluminum monument set in said south right-of-way line of Panther Creek Parkway at the beginning of a non-tangent curve to the right having a central angle of 0°34'41", a radius of 9940.00 feet, a chord bearing and distance of North 89°41'21" East, 100.30 feet;

THENCE with said south right-of-way line of Panther Creek Parkway, the following courses and distances:

In a northeasterly direction, with said curve to the right, an arc distance of 100.30 feet to 1/2" iron rod found at the end of said curve;

North 89°58'42" East, a distance of 411.00 feet to a 1/2" iron rod found for corner;

South 86°12'27" East, a distance of 150.33 feet to a 1/2" iron rod found for corner;

North 89°58'42" East, a distance of 106.20 feet to a 5/8" iron rod with "KHA" cap set for corner;

South 44°59'47" East, a distance of 35.34 feet to a 1/2" iron rod found for corner;

North 89°58'42" East, a distance of 100.26 feet to a 1/2" iron rod found for corner;

North 0°01'18" West, a distance of 10.00 feet to a 1/2" iron rod found for corner;

North 44°58'42" East, a distance of 35.36 feet to a 1/2" iron rod found for corner;

North 89°58'42" East, a distance of 650.68 feet to the **POINT OF BEGINNING** and containing 32.981 acres or 1,436,635 square feet of land.

Denton County
Juli Luke
County Clerk

Instrument Number: 132514

ERecordings-RP

MISCELLANEOUS

Recorded On: November 09, 2018 03:03 PM

Number of Pages: 151

" Examined and Charged as Follows: "

Total Recording: \$626.00

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

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 132514
Receipt Number: 20181109000487
Recorded Date/Time: November 09, 2018 03:03 PM
User: Carol K
Station: Station 24

Record and Return To:

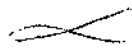
eRx



STATE OF TEXAS
COUNTY OF DENTON

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

Juli Luke
County Clerk
Denton County, TX



**FIFTH SUPPLEMENT
TO
FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR NEWMAN VILLAGE**

THIS FIFTH SUPPLEMENT TO FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NEWMAN VILLAGE (this "Supplement") is executed to be effective as of the 31st day of October, 2018 by DARLING FRISCO PARTNERS, LTD., a Texas limited partnership ("Declarant").

RECITALS:

A. Declarant is the "Declarant" under that certain First Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Newman Village (as amended and supplemented, the "Declaration") executed by Declarant, dated effective June 28, 2006, recorded in the Real Property Records of Denton County, Texas on September 11, 2008, as Document No. 2008-99716, as amended by that certain First Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective May 7, 2009, recorded in the Real Property Records of Denton County, Texas on May 12, 2009, as Document No. 2009-56738, as amended by that certain Second Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective July 22, 2010, recorded in the Real Property Records of Denton County, Texas on July 23, 2010, as Document No. 2010-71852, as amended by that certain Third Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Newman Village Homeowners Association, dated effective August 29, 2012, recorded in the Real Property Records of Denton County, Texas on October 5, 2012, as Document No. 2012-113365, as amended by that certain Fourth Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective September 17, 2014, recorded in the Real Property Records of Denton County, Texas on September 19, 2014, as Document No. 2014-95696, as affected by that certain First Supplement to First Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Newman Village, executed by Declarant, dated effective February 13, 2009, recorded in the Real Property Records of Denton County, Texas on February 17, 2009, as Document No. 2009-18412, regarding certain land in Denton County, Texas which is more particularly described therein; as affected by that certain Second Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective February 15, 2013, recorded in the Real Property Records of Denton County, Texas on February 15, 2013, as Document No. 2013-18945, as affected by that certain Third Supplement to First Amended And Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective November 4, 2014, recorded in the Real Property Records of Denton County, Texas on November 7, 2014, as Document No. 2014-113648, regarding certain land in Denton County, Texas which is more particularly described therein, and as affected by that certain Fourth Supplement to First Amended And Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective September 9, 2015, recorded in the Real Property Records of Denton County, Texas on September 19, 2015, as



Document No. 2015-105890, regarding certain land in Denton County, Texas which is more particularly described therein. The Declaration amended, superseded, replaced and restated that certain "Declaration of Covenants, Conditions and Restrictions for Newman Village" dated June 28, 2006 recorded as Document No. 2006-79420 in the Real Property Records of Denton County, Texas, as corrected by that certain "Corrective Amendment of Declaration of Covenants, Conditions and Restrictions for Newman Village," dated to be effective June 28, 2006, recorded as Document No. 2007-36288 in the Real Property Records of Denton County, Texas, in their entirety. Capitalized terms not otherwise defined herein have the meanings set forth for such terms in the Declaration.

B. Section 2.02 of the Declaration provides that Declarant has the right during the Declarant Control Period, in its sole and absolute discretion, and without notice to or the approval of any individual or entity, to impose the Declaration upon additional land adjacent, contiguous or nearby to the property described in Exhibit "A" to the Declaration and may add such land to the Declaration by a Supplemental Declaration.

C. Section 9.05 of the Declaration provides that Declarant may expressly assign, in whole or in part, any of its privileges, exemptions, rights and duties under the Declaration to any other Person and may permit the participation, in whole or in part, by any other Persons in any of Declarant's privileges, exemptions, rights and duties.

D. The Declarant Control Period is still in effect under the Declaration.

E. Newman Village Construction, LLC, a Texas limited liability company ("NVC"), is the owner of the property described on Exhibit A attached to this Supplement and incorporated herein by reference (the "Homestead Land"). The Homestead Land is adjacent, contiguous or nearby to the property described in Exhibit "A" to the Declaration

F. Declarant and NVC desire to add the Homestead Land to the Declaration and to assign certain of Declarant's privileges, exemptions and rights under the Declaration to NVC, as further set forth herein.

NOW, THEREFORE, pursuant to the rights and powers granted to Declarant in the Declaration, Declarant hereby declares, with the consent and agreement of the undersigned, as follows:

1. The Recitals set forth above are incorporated into this Supplement by reference and form a part of this Supplement.

2. Declarant hereby adds the Homestead Land to the Declaration and imposes the Declaration on the Homestead Land. The Homestead Land shall be deemed to be added to, and included in, the definition of "Property" as defined in Section 1.25 of the Declaration.

3. As of the date of this Supplement, the Property covered by the Declaration (including the 33 lots intended to be platted within the Homestead Land) is intended to have 614 platted Lots, subject to the rights of the Declarant under Article II of the Declaration to add and withdraw land or to divide and subdivide certain Lots covered by the Declaration.

4. Declarant hereby assigns all privileges, exemptions and rights of "Declarant" as to the Homestead Land (collectively, the "Homestead Declarant Rights") to NVC, and in such "Declarant" capacity, NVC is herein called the "Homestead Declarant." Notwithstanding the foregoing assignment, NVC will not have any duties or obligations as "Declarant" except as specifically set forth herein.

5. Since certain rights and privileges of "Declarant" have been assigned by this Supplement, for the purposes of determining the Declarant Control Period under Section 1.11(b) of the Declaration, the condition that "Declarant no longer owns any portion of the Property" will not be satisfied until both Declarant and Homestead Declarant no longer own any portion of the Property. Nothing in this Supplement is intended to, nor does it, limit Declarant's right to assign, to any party, the remaining rights and obligation of Declarant over all Property other than the Homestead Land.

6. With respect to the Homestead Land only, for all purposes under Article III under the Declaration, each reference therein to the "Architectural Control Committee" shall mean and refer to (a) Homestead Declarant during the Declarant Control Period, and (b) the Architectural Control Committee after the Declarant Control Period.

7. The Guidelines and Sections 3.03, 3.04, 3.20, 3.21 and 3.22 of the Declaration will not apply to the Homestead Land. In lieu thereof, the following will apply to the Homestead Land:

a. For homes and other Improvements on Lots located in the Homestead Land (each a "Homestead Lot" and collectively, the "Homestead Lots") Homestead Declarant has established initial architectural design guidelines and minimum specifications, attached hereto as Exhibit B (the "Homestead Guidelines"). The Homestead Guidelines may be amended by Homestead Declarant at its discretion during the Declarant Control Period (and in such event, may be obtained from Homestead Declarant at its address stated herein) and by the Architectural Control Committee after the Declarant Control Period. All designs for Improvements on Homestead Lots must conform to such Homestead Guidelines at the time of initial construction, and all designs for reconstruction or repair of Improvements in the Homestead must conform to the Homestead Guidelines as they exist at the time of reconstruction or repair. During the Declarant Control Period, the Homestead Declarant shall have the sole power and authority to enforce the Homestead Guidelines. After the Declarant Control Period the Association and the Architectural Control Committee shall have joint and several power and authority to enforce the Homestead Guidelines. All Improvements on the Homestead Land shall be placed, located, erected, constructed, installed and maintained in conformance with the Homestead Guidelines. All Improvements located, erected, constructed and installed upon the Homestead Land shall conform to and comply with all applicable governmental regulations, rules and ordinances. All activities of Owners of Homestead Lots, and those of their tenants, invitees, agents, employees and contractors on or about the Property, shall comply with all applicable governmental regulations, rules and ordinances. Owners of Homestead Lots are subject to the rules, procedures and other requirements of Article V of the Declaration, as amended by this Supplement, for all purposes, including without limiting, submittals of plans and specifications for review and approval of the Architectural Control Committee.

b. No Homestead Lot shall be divided or subdivided, nor shall any Homestead Lots be combined to form one Lot, nor shall any easements or other interests therein less than the whole be conveyed by the Owner thereof, (i) during the Declarant Control Period, without the prior written approval of Homestead Declarant, and (ii) after the Declarant Control Period, without the prior written approval of the Architectural Control Committee.

c. With respect to the Homestead Land only, the determination of Homestead Declarant during the Declarant Control Period, and the determination of the Board of Directors after the Declarant Control Period, as to whether an actual or proposed activity on or use of any portion of the Homestead Land is prohibited by the Declaration shall be conclusive and final as to such activity, use or violation.

d. With respect to the Homestead Land only, Homestead Declarant during the Declarant Control Period, and the Board of Directors after the Declarant Control Period, shall have the sole right, in its sole and absolute discretion, to grant any waiver from any activity or use described in the Declaration. If any Homestead Lot Owner desires to request a waiver from the restrictions set forth in the Declaration, then the procedure set forth in this Section shall be used. Homestead Declarant or the Board of Directors, as applicable, shall review and take action on any application submitted for waiver of an activity or use prohibited by the Declaration within thirty (30) days after receipt of such application. Homestead Declarant, or the Board of Directors, as applicable shall use reasonable efforts to approve, approve with conditions, or deny approval of, any such application in writing within such period, provided that, if no such statement in writing is made within such period, it shall be deemed that the use for which application has been made has been denied. No waiver shall be valid and effective unless a recorded instrument stating the same, executed by Homestead Declarant or the Board of Directors, as applicable, shall be recorded in the Denton County real property records. No waiver as to a prohibited activity or use granted in a specific instance shall be binding upon Homestead Declarant or the Board of Directors with respect to any other instance of such use; a waiver must be obtained for each separate instance of an activity or use prohibited by the Declaration, and a waiver may be granted in one instance and not granted in another instance at the discretion of Homestead Declarant or the Board of Directors, as applicable.

8. With respect to the Homestead Land only, in each case where "Declarant" is referenced in Article IV of the Declaration, such reference shall mean and refer to Homestead Declarant. Without limiting the foregoing, pursuant to Section 4.04 of the Declaration, as a "Declarant," Homestead Declarant shall have, as a Member of the Association, ten (10) votes for each Lot owned by Homestead Declarant. Further, pursuant to Section 4.05 of the Declaration, as to the Homestead Land only, Homestead Declarant is authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Declaration using the same general procedures established by Declarant for the remainder of the Property; provided, however, that the Board of Directors shall never be authorized to expend any Association funds for the purpose of bringing any suit against Homestead Declarant, its successors or assigns.

9. With respect to the Homestead Land only, for all purposes under the Declaration, during the Declarant Control Period, (a) Homestead Declarant will have all rights and powers of the Architectural Control Committee, including all rights of the New Construction Committee and

the Modification Committee, and (b) the Architectural Control Committee, including the New Construction Committee and the Modification Committee, will have no rights or powers over the Homestead Land; provided, however, Homestead Declarant may act in the capacity of an "Architectural Control Committee", "New Construction Committee" and/or a "Modification Committee" and/or establish one or more committees in place of such committees and use the procedures, rules and other provisions set out in the Declaration, as may be modified from time to time and at any time by Homestead Declarant with respect to the Homestead Land in its sole discretion.

10. Homestead Declarant shall have no duty or obligation whatsoever to pay the difference between the actual expenses incurred by the Association for any calendar year and the Regular Assessments and Special Assessments levied by the Association for Lots not owned by Homestead Declarant. Homestead Declarant shall not pay any Regular Assessments or Special Assessments on the Homestead Lots, and Assessments shall first arise as to a Homestead Lot only upon a conveyance of such Homestead Lot by Homestead Declarant to another Person. Notwithstanding the foregoing, however, from and after January 1, 2021, through the remainder of the Declarant Control Period, on each January 1 (commencing January 1, 2021) Homestead Declarant shall pay to the Association a \$1,000 contribution to the operating expense account for the Association for each Homestead Lot then owned by Homestead Declarant.

11. Section 6.01(b) of the Declaration shall not apply to the Homestead Lots. Upon each transfer of record title of a Homestead Lot from time to time by an Owner (including on a transfer by Homestead Declarant to a Builder, or a transfer by a Builder to another Builder, or a transfer by a Builder to Homestead Declarant), a contribution in the amount of \$2,000.00 shall be made at the closing of such transfer by the purchaser of such Homestead Lot to the operating expense account for the Association. This amount is not refundable, shall be in addition to, not in lieu of, monthly Regular Assessments levied on the Homestead Lot and shall not be considered an advance payment of any portion thereof. This amount shall be deposited into the operating expense account for the Association and disbursed therefrom to the Association and shall be used for normal operating expenses of the Association pursuant to the terms of the Declaration and the Bylaws of the Association.

12. From the date of this Supplement until the end of the Declarant Control Period, the Declaration shall not be amended without the written approval of Homestead Declarant.

13. Pursuant to Section 9.04 of the Declaration, notwithstanding any provision in the Declaration to the contrary, neither Homestead Declarant nor any of Homestead Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Control Committee. Without in any way limiting the generality of the preceding sentence, the Declaration shall not prevent or limit the right of Homestead Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of Improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Homestead Land.

14. NVC intends to develop certain lots within the Homestead Land for open space use (each, an "Open Space Lot" and collectively, the "Open Space Lots"), including one Open Space Lot for use as a park (the "Park Lot"). NVC agrees to convey to the Association, and the

Association agrees to accept and maintain, the Open Space Lots as "Common Elements" under the Declaration, subject to the following: NVC will be responsible for the installation (and the costs of same) for the initial landscaping in the Park Lot and other Open Space Lots, which installation will be done according to applicable City of Frisco requirements and City-approved plans. NVC will maintain such landscaping for the Park Lot in good, alive condition, at NVC's cost, for up to one year after the date of completion of such installation and thereafter the Association will be responsible for same. Notwithstanding such conveyance, the Homestead Declarant and the Association will consult each other and cooperate in good faith with regard to rules and guidelines applicable to the Open Space Lots. In connection therewith, Homestead Declarant and the Association agree that the park on the Park Lot will be closed for use overnight daily from 11:00 P.M. through 4:30 A.M.

15. From and after the date the Declarant Control Period ends, each Homestead Lot Owner will pay an additional \$25 annually to the Association as a separate assessment (the "Park Maintenance Assessment"), which funds will be used for maintenance and operation of the Park Lot. By written approval of at least 51% of Homestead Lot Owners and notice of same to the Association, Homestead Lot Owners may agree to increase the Park Maintenance Assessment imposed upon themselves, in which event all Homestead Lot Owners will be bound by same and the Association will collect such assessments from such Homestead Lot Owners and expend same for maintenance and operation of the Park Lot.

16. Except as provided otherwise in this Supplement, the covenants, conditions, restrictions and obligations set forth in the Declaration shall apply to the Homestead Land, and the rights, privileges, duties and liabilities of the Persons subject to the Declaration shall be the same with respect to the Homestead Land as with respect to the land originally covered by the Declaration. In the event of any conflict between the terms of this Supplement, as amended, and the terms of the Declaration, as amended, the terms of this Supplement shall control.

17. The Declaration, as supplemented by this Supplement, remains and continues in full force and effect.

[SIGNATURE PAGES FOLLOW]

STATE OF TEXAS

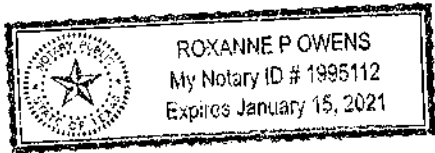
§
§
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COUNTY OF Collin

This instrument was acknowledged before me on the 11 day of October, 2018, by Scott Stunko, President of DFP Texas (GP), LLC, a Texas limited liability company, the General Partner of Darling Frisco Partners, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

[Signature]
Notary Public, State of Texas

[Seal]




[Signature]

AGREEMENT, CONSENT AND JOINDER

The undersigned, as owner of the Homestead Land and as the Homestead Declarant hereby joins in the execution of this Supplement to evidence its agreement and consent to this Supplement.

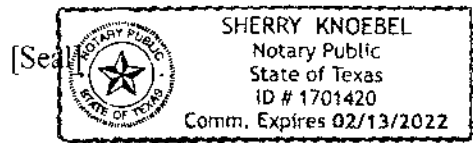
NEWMAN VILLAGE CONSTRUCTION, LLC,
a Texas limited liability company

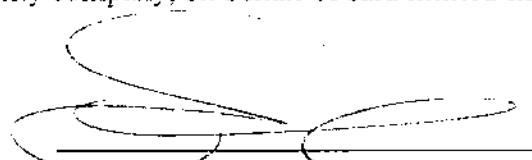
By: 
Name: Jim R Newman
Title: MANAGER

Address: 9801 Camfield
FRISCO, TX 75054

STATE OF TEXAS §
 §
COUNTY OF Collin §

This instrument was acknowledged before me on the 31 day of October, 2018, by Jim R Newman, MANAGER of Newman Village Construction, LLC, a Texas limited liability company, on behalf of said limited liability company.




Notary Public, State of Texas
Printed Name: _____



ACKNOWLEDGMENT, CONSENT AND JOINDER

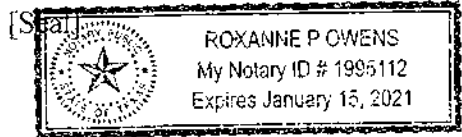
The undersigned hereby joins in the execution of this Supplement to evidence its acknowledgment of, and consent to, this Supplement.

**NEWMAN VILLAGE HOMEOWNERS ASSOCIATION, INC.,
a Texas property owners association**

By: [Signature]
Name: ZACH SCHNEIDER
Title: HOA PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF Collin §

This instrument was acknowledged before me on the 31 day of OCTOBER, 2018, by Zach Schneider, HOA President of Newman Village Homeowners Association, Inc., a Texas property owners association, on behalf of said association.



[Signature]
Notary Public, State of Texas
Printed Name: Roxanne P. Owens
My Commission expires: 1/15/2021

UPON RECORDING, RETURN TO:
Kathryn L. Koons, Esq.
Koons Real Estate Law
White Rock Tower
6510 Abrams Road, Suite 630
Dallas, TX 75231

EXHIBIT A

LEGAL DESCRIPTION



EXHIBIT A

LEGAL DESCRIPTION

BEING a tract of land situated in the J. Masters Survey, Abstract No. 831, City of Frisco, Denton County, Texas and being part of a tract of land described in Special Warranty Deed to Newman Village Construction LLC, recorded in Instrument No. 2018-37901, Official Records of Denton County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with plastic cap stamped "KHA" found at the northernmost end of a right-of-way corner clip at the intersection of the west right-of-way line of Legacy Drive (a variable width right-of-way) and the south line of Longwood Drive (a variable width private lot/service, utility easement) at the northeast corner of HOA Lot 38K, Block K, of Newman Village Phase 3, an addition to the City of Frisco, Texas according to the plat recorded in Instrument No. 2015-381, Official Records of Denton County, Texas;

THENCE with said west right-of-way line of Legacy Drive, the following courses and distances to wit:

South 44°56'31" East, a distance of 28.37 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 0°07'21" East, a distance of 100.84 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 2°33'10", a radius of 1340.00 feet, a chord bearing and distance of South 1°09'14" West, 59.70 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 59.70 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 2°25'49" West, a distance of 99.68 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left having a central angle of 2°33'30", a radius of 1560.00 feet, a chord bearing and distance of South 1°09'04" West, 69.65 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 69.66 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 0°07'41" East, a distance of 968.84 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 06°51'11" West, a distance of 93.64 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 0°06'38" East, a distance of 40.63 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the easternmost corner of Lot 1, Block B, Newman Village Mixed Use, an addition to the City of Frisco, Texas according to the plat thereof recorded in Instrument No. 2017-372, Official Records of Denton County, Texas;

THENCE departing said west right-of-way line and with the north line of said Lot 1, Block B, the following courses and distances to wit:

South 89°52'22" West, a distance of 276.14 feet to a 5/8" rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of

90°00'00", a radius of 40.00 feet, a chord bearing and distance of North 45°07'38" West, 56.57 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 62.83 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 0°07'38" West, a distance of 230.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 89°52'22" West, a distance of 383.97 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 40°14'18", a radius of 100.00 feet, a chord bearing and distance of North 70°00'29" West, 68.79 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 70.23 feet to a point for corner;

North 49°32'59" West, a distance of 171.98 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 40°27'04" West, a distance of 17.17 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the southeast corner of Lot 4, Block AA, Newman Village Phase 3, an addition to the City of Frisco, Texas according to the plat thereof recorded in Instrument No. 2015-381, Official Records of Denton County, Texas;

THENCE with the east line of said Block AA and said Block K, North 0°11'37" East, a distance of 1079.37 feet to a 5/8" iron rod with plastic cap stamped "KHA" set in the east line of Lot 33, Block K, at the southwest corner of Lot 36, Block K and at the beginning of a non-tangent curve to the right having a central angle of 7°21'23", a radius of 750.00 feet, a chord bearing and distance of North 86°33'38" East, 96.23 feet;

THENCE with the south line of said Block K, the following courses and distances to wit:

In a northeasterly direction, with said curve to the right, an arc distance of 96.29 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 89°45'41" East, a distance of 440.06 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 71°37'53" East, a distance of 10.93 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left having a central angle of 17°18'47", a radius of 335.00 feet, a chord bearing and distance of South 80°17'17" East, 100.84 feet;

In a southeasterly direction, with said curve to the left, an arc distance of 101.23 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 89°45'39" East, a distance of 253.34 feet to the **POINT OF BEGINNING** and containing 26.9099 acres or 1,172,195 square feet of land.

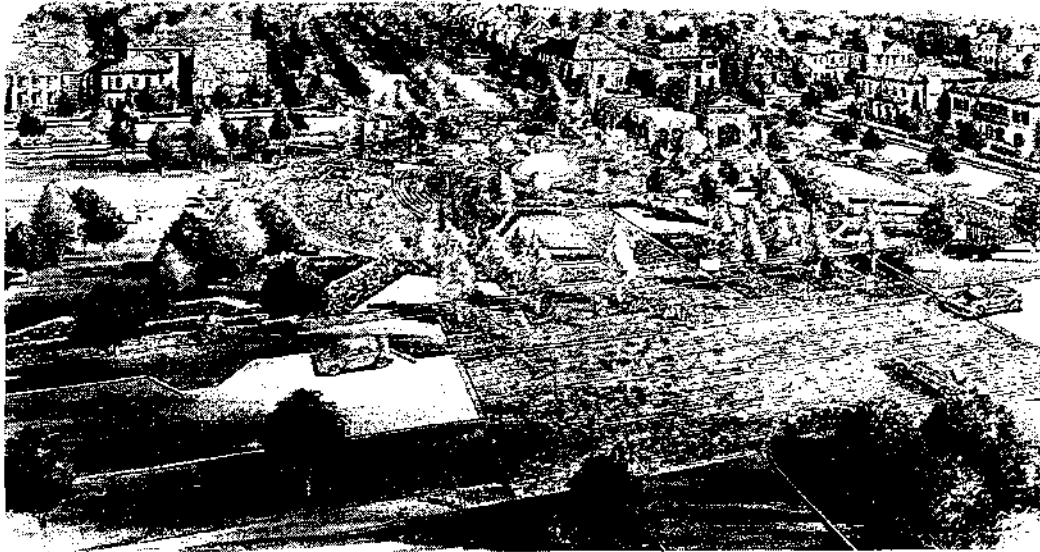
Bearing system of this survey is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. The horizontal coordinates of this survey are local surface coordinates derived from Frisco Monument 1.

Handwritten signature or initials in the bottom right corner of the page.

EXHIBIT B

HOMESTEAD GUIDELINES





Newman Village
Community Design Guidelines
For Homestead Section Only



Newman Village

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**Submittal Request Form (Sample Form for Use)
 (This Page will be Separate Document)

**Newman Village Exterior Selections Form (Sample Foam for Use)
 (This Page will be Separate Document)

Section 1: Introductions

➤ **Community Overview**

Newman Village is an opportunity to participate in the creation of a gated community that will become one of the most premier addresses in Texas. Newman Village has been planned with the discriminating home buyer in mind. The development of Newman Village will focus on quality and timeless tradition. The Community includes six lot styles anchored by a Central Plaza. The plaza theme is carried throughout the community with more intimate, neighborhood parks.

The lots surrounding the Central Plaza will contain high-density homes of various elevations styles and extensive detailing. Extending east and west from the Central Plaza is a grand divided boulevard lined by large **Manor** lots for custom homes. Spinning out from these two defining lot groups are additional custom and custom-production lots of various sizes.

To ensure success of the desired level of quality, the Community Design Guidelines (which includes the Architectural and Landscape Design Guidelines), the Detailed Regulating Plans, the Architectural Image Book, and the Architectural Control Committee have been established.

➤ **Community Guidelines Overview**

The Community Design Guidelines are offered as a tool for Darling Frisco Partners, LTD to communicate its vision for Newman Village to builders, architects, designers, and interested homeowners. These Design Guidelines are intended to provide standards, guidelines and procedures for all built improvements in Newman Village (residences, additions, alterations, landscape, site work, etc.). They are meant to help assure the development of a unique community with an integral relationship between each site, the architecture, and landscape design.

These Guidelines are comprised of six sections:

- 1. Architectural Design Guidelines.**
- 2. Building Design Guidelines.**
- 3. Site Design Requirements.**
- 4. Landscape Design Guidelines.**
- 5. Design Review Process.**
- 6. Construction and Builder Regulations.**

These Guidelines are not intended to be a substitute for the requirements of any governing agency or any applicable codes. They are intended to supplement those governmental requirements and ordinances and to coordinate and direct the aesthetic of the designs.

These Guidelines may also be amended from time to time by the ACC. It is the homeowner's responsibility to ensure that they have current guidelines and have reviewed the CC&R's for the Development.

Amendments and/or Changes

The Architectural Control Committee reserves the right to amend the Community Design Guidelines. It is the Builder/Owners responsibility to ensure that they have current guidelines and have reviewed the CC&R's for Newman Village.

How to Use the Guidelines

This document is organized in order to guide the user through the design process step by step from the architectural design to the submittal process. Listed below are the appropriate steps to take in order to make the Darling Frisco Partners' vision for Newman Village a reality.

- 1. Locate your Lot and Identify the Lot Type.**
Refer to the overall map of Newman village and locate the specific section that contains your lot. Identify the section number and the type of lot you have decided upon. This information can be found on the Final Record Plat.
- 2. Understand the Unique Features of Your Lot.**
The unique features of each lot and their contribution to the community at large will be identified on the Detailed Regulating Plan.
- 3. Understand the Physical Characteristics of Your Lot.**
It is important to take into consideration any physical features of the lot.
- 4. Understand the Requirements of the Lot.**
Many of the specific requirements for the lot you have selected, such as setbacks, build-to lines, use easements, etc., are listed in the Detailed Regulating Plans, which will be provided for each numbered section in the community, as well as the Final Record Plat.
- 5. Understand the Architectural Character Appropriate to Newman Village.**
The Architectural Design Guidelines section addresses the specific style and character issues that directly affect the overall vision for Newman Village.
- 6. Understand the Architectural Details Appropriate to Newman Village.**
It is critical that the details of your home reflect the overall vision for Newman Village. In order to create a community of timeless quality, the home must be rich in detail and correct in scale and proportion.
- 7. Follow the Design Review Process.**
The Design Review process is intended to be a user friendly method to assure that the vision for Newman Village is followed through on each home. A successful development hinges on the consistency and fairness of the review process.
- 8. Design Guidelines Pages NOT NECESSARY for Custom Builders. *****
Certain pages of the Community Design Guidelines, as indicated with "three asterisks" (***) (in blue) and located in the top right hand corner of the page, are identified for the Custom Home Builders use only. These pages are identified in order to make it more convenient for the Custom Builder to **bypass these pages** of the Guidelines that do not pertain to them without having to look over unnecessary information. All other builders are required to review all pages that pertain to their product types.

Detailed Regulating Plan Overview

The purpose of the Detailed Regulating Plans is to communicate the specific requirements of each individual lot to builders, architects, designers, landscape architects and homeowners. The DRP is an efficient method of presenting a large amount of information on a relatively small map.

The majority of the information presented on a Detailed Regulating Plan is landscape and site requirements, both for the lot and the surrounding block and/or neighborhood. All DRP's include built-to-lines, use easements, lot numbers, and lot sizes. Additional information may include the locations of high profile lots, irregularly shaped or custom lots, perimeter fences or hedges, privacy screening, special garages or driveway placement, and public open spaces.

The information contained in the Detailed Regulating Plans may be presented in several different ways. A sample page and an index with key definitions and descriptions will be provided.

High Profile Lots

There will be several "High Profile" lots in Newman Village. These are lots that will require a higher level of examination by the Architectural Control Committee (ACC) because of their location in the overall community of Newman Village. The higher level of examination will be in reviewing the architecture, landscaping, building placement on the lot and the proposed fencing or screening wall designs.

The typical locations for "High Profile" lots are:

- Corner Lots where more than one facade has direct street frontage. The architecture, landscape, and hardscape should respond to the side street and be articulated in such a way that creates just as interesting a streetscape as that of the front of the house.
- Terminus Lots which are lots that terminate a view or vista. It is unacceptable to terminate a view with a garage door or side yard fence. The main massing of the house should be the termination of that vista.
- Lots facing Common Areas and Prominently Located Lots. These houses represent the backdrop to the public outdoor room created by these public spaces.

The "High Profile" lots will be identified in the Detailed Regulating Plans.

☛ **Streetscape Guidelines (Plans/Elevations Repetition – Repeat Rules)**

It is important to create a harmonious neighborhood environment and avoid the monotony found in many of today's communities. It is not uncommon for other communities to use the same elevation designs many times at any individual street. To avoid such a condition, the following steps have been established. (Repeat Rules).

- It is acceptable that multiple **identical home designs** be located in Newman Village under the condition that the elevation of identical homes will not be directly visible from the front door of each other. (And/or per the Following Rules).
- Homes with the **same floor plan** can not be built on adjacent lots, counting both sides of the Street. This would allow for the Same Floor Plan to be built with One Lot between the Same Floor Plan, but the Same Floor Plan Must have Different Elevations.
- **Two houses** that are identical in **massing** and have many of the same elements must be separated by a minimum of three (3) lots between them, whether on the same side of the street or across from one another. I.E. There must be a Minimum of (3) Intervening Homes, counting Both Sides of the Street, Between Homes with the Same Floor Plan and the Same Elevation.
- No more than **three houses** with the same **exterior materials with the same color palette** can be side by side before an alternate material and color should be placed in the streetscape. It is important that the **tones of a streetscape** be varied in both color and materials.

☛ **Lot Criteria**

The following shall serve as general lot criteria for Newman Village.

- The PD Exhibit for the Newman Village Phase 1 Residential is:
PD-211 – Tract 3 (294.3 AC) – Single Family-3/Single Family-4/Single Family-5/Patio Home.
- The **driveway width** for a garage access from the front street of a residence is 12'-0" maximum. **(Refer to Exhibit "04").**
- **Security type gates** are not permitted on any non-alley lot driveways.
- When two **non-alley homes** have **driveways** that are **side by side**, the drives must be separated by a minimum of 3'-0" wide planting strip with a hedge starting in line with the front edge of the garage extending to the back sidewalk at the front of the lot. **(Refer to Exhibit "04").**
- **Visual Clearance** shall be provided so that no fence, wall, architectural screen, earth mounding or landscaping two feet, six inches (2'-6") or higher above the street center line obstructs the vision of a motor vehicle driver approaching any street, alley, or driveway intersection.

☛ Building Lines, Setbacks, & Lot Coverage

☛ Product Type: "A" (52' – Zero Side w/Alley)

City of Frisco Residential District Designation: (PH)-Patio Home District.

Phase 1 - (Lot Width - 52') (Privacy Wall/Zero Side Yard Alley Load)

Block E: Lots 12, 13, 15, 16 Block I: Lots 7, 9, 10

Block J: Lots 1

Block K: Lots 1-4

Block L: Lots 1, 2, 3, 5

Front Yard Setback: 15'-0"

Side Yard Setback: Two feet (2') on one side and ten feet (10') on the opposite side (2'/10'); fifteen (15') feet on corner lots adjacent to side streets.

For lots with a "zero side":

The majority of one side of the structure adjacent to the "zero" side shall be located at two (2') feet from the "zero" side lot line. Building walls which are located adjacent to the "zero" side of the lot shall not have any doors, windows, ducts, grills, vents, or other openings, however, glass block is acceptable. This requirement precludes exterior walls forming enclosures for courts, patios, or similar indentations to the "zero" wall. **(Refer to Exhibit "01").**

A roof overhang equipped with a gutter may extend a maximum of eight (8") inches into a neighboring property. No other roof overhangs or extensions from a wall may extend into a neighboring lot. **(Refer to Exhibit "01").**

The closest exterior roofline to an adjacent property shall be storm guttered if the general slope of the roof falls toward the neighboring property. Gutters shall include returns to direct the water to the lot of origin.

The "zero side" shall be designated on the final plat. All access, maintenance, and use easements shall be provided in the Preliminary and Final Plats. A description of the maintenance of the lots, lawns and plantings shall be provided in the CC&R's.

A five (5') foot wide, with the addition of two (2") feet (for the two foot setback from the "zero side"), access, maintenance, and use easement shall be dedicated by the CC&R's for all lots adjacent to a structure with a "zero side". The purpose of this easement is to give the adjoining owner access for maintenance of his/her dwelling. **(Refer to Exhibit "02").**

Product Type: "A" (52') Zero Side w/ Alley (Continued on Next Page)

Product Type: "A" (52") Zero Side w/ Alley (Continued) ***

Rear Yard Setback: 12'-0"

Maximum Lot Coverage: (55%) fifty-five percent maximum total, Including main and accessory buildings

Maximum Building Height: Two and one-half (2½) stories, no greater than forty (40) feet

Minimum Square Footage:
Each residence must contain a minimum of **2,500 square feet** of contiguous, air-conditioned living space for **single story residence** and **3,000 square feet** of contiguous, air-conditioned living space for **two story residence**. There are no maximum square footage limitations.

Garage: (Alley Load)
Minimum two (2) car garage single family dwelling unit is required. The two (2) Required Garage Doors must be setback 20 feet from the building facade of the garage door wall to the property line. (Also see off-street parking and loading requirements for the City of Frisco). A 16'-0" garage door is allowed for the alley load two car garages. An Additional Parking Garage is allowed to be built on the rear setback 12'-0", once the minimum Parking Requirements have been met.
(Refer to Exhibit "01").

Product Type: "B" (62' – Zero Side w/ Alley)

City of Frisco Residential District Designation: (PH)-Patio Home District.

Phases 1 & 2A-(Lot Width - 62')(Privacy Wall/Zero Side Yard Alley Load)

Phase 1

Block D: Lots 12-23 **Block E:** Lots 2-11, 14
Block I: Lots 8, 11 **Block J:** Lots 2, 3
Block L: Lots 4 **Block N:** Lots 1

Phase 2A

Block I: Lots 6-12 **Block N:** Lots 5-17, 1

Front Yard Setback: 20'-0"

Front yard setback shall be a minimum of Twenty Feet (20') for *homes without Front Porches*, and a minimum front yard setback of Fifteen Feet (15') for *homes with porches*. **(Refer to Exhibit "03")**.

Front Porches shall be a minimum depth of eight feet (8') clear useable depth (face of house to center of porch columns).

Homes not utilizing front porches shall have a stoop, articulated front entryway, protruding balconies or windows, or other forms of architectural elements that help define the facade and orient the home to the sidewalk areas, in order to create a more defined public realm.

Exception: Front Yard Setback: 15'-0" for lots: **Block E: Lot 14**
(Lots around Plaza) **Block I: Lots 8, 11**
 Block J: Lots 2, 3
 Block L: Lot 4

Side Yard Setback: Two feet (2') on one side and ten feet (10') on the opposite side (2'/10'); fifteen (15') feet on corner lots adjacent to side streets.

For lots with a "zero side":

The majority of one side of the structure adjacent to the "zero" side shall be located at two (2') feet from the "zero" side lot line. Building walls which are located adjacent to the "zero" side of the lot shall not have any doors, windows, ducts, grills, vents, or other openings, however, glass block is acceptable. This requirement precludes exterior walls forming enclosures for courts, patios, or similar indentations to the "zero" wall. **(Refer to Exhibit "01")**.

A roof overhang equipped with a gutter may extend a maximum of eight (8") inches into a neighboring property. No other roof overhangs or extensions from a wall may extend into a neighboring lot. **(Refer to Exhibit "01")**.

Product Type: "B" (62') Zero w/Alley (Continued on Next Page)

Product Type: "B" (62') Zero w/Alley (Continued)

The closest exterior roofline to an adjacent property shall be storm guttered if the general slope of the roof falls toward the neighboring property. Gutters shall include returns to direct the water to the lot of origin.

The "zero side" shall be designated on the final plat. All access, maintenance, and use easements shall be provided in the Preliminary and Final Plats. A description of the maintenance of the lots, lawns and plantings shall be provided in the CC&R's.

A five (5') foot wide, with the addition of two (2") feet (for the two foot setback from the "zero side"), access, maintenance, and use easement shall be dedicated by the CC&R's for all lots adjacent to with a "zero side". The purpose of this easement is to give the adjoining owner access for maintenance of his/her dwelling. **(Refer to Exhibit "02").**

Rear Yard Setback: 12'-0"

Maximum Lot Coverage: (55%) fifty-five percent maximum total, Including main and accessory buildings

Maximum Building Height: Two and one-half (2½) stories, no greater than forty (40) feet

Minimum Square Footage: Each residence must contain a minimum of **2,500 square feet** of contiguous, air-conditioned living space for **single story residence** and **3,000 square feet** of contiguous, air-conditioned living space for **two story residence**. There are no maximum square footage limitations.

Garage: (Alley Load) Minimum two (2) car garage single family dwelling unit is required. The two (2) Required Garage Doors must be setback 20 feet from the building facade of the garage door wall to the property line. (Also see off-street parking and loading requirements for the City of Frisco). A 16'-0" garage door is allowed for the alley load two car garages. An Additional Parking Garage is allowed to be built on the rear setback 12'-0", once the minimum Parking Requirements have been met. **(Refer to Exhibit "01").**

☉ **Product Type: "C" (65' – Zero Side w/ Front Load) *****

City of Frisco Residential District Designation: (PH)-Patio Home District.

Phases 1, 2B & 4 - (Lot Width – 65') (Front Load)

Phase 1

Block L: Lots 14-29 Block O: Lots 2-11
Block R: Lots 1-7, 9-11 Block S: Lots 1-18

Phase 2B

Block K: Lots 5R

Phase 4

Block F: Lots 59-76 Block U: Lots 39-46 Block BB: Lots 1-10

Front Yard Setback: 20'-0"

Front yard setback shall be a minimum of Twenty Feet (20') for *homes without Front Porches*, and a minimum front yard setback of Fifteen Feet (15') for *homes with porches*. **(Refer to Exhibit "03")**.

Front Porches shall be a minimum depth of eight feet (8') clear useable depth (face of house to center of porch columns).

Homes not utilizing front porches shall have a stoop, articulated front entryway, protruding balconies or windows, or other forms of architectural elements that help define the facade and orient the home to the sidewalk areas, in order to create a more defined public realm.

Side Yard Setback: Ten feet (10') / Zero feet (0')

Rear Yard Setback: 12'-0"

Maximum Lot Coverage: (55 %) forty percent maximum
By buildings including accessory buildings

Maximum Building Height:

Two and one-half (2½) stories, no greater than forty (40) feet

Minimum Square Footage:

Each residence must contain a minimum of **2,500 square feet** of contiguous, air-conditioned living space for a **single story residence** and **3,000 square feet** of contiguous, air-conditioned living space for a **second story residence**. There are no maximum square footage limitations.

Garage: (Front Load)

Any Garage that faces the street shall maintain a Five foot (5') Setback from the Garage to the Front Building façade or **a minimum of 25-feet from the Front Property Line**. Minimum two (2) car garage single family dwelling unit is required. (Also see off-street parking and loading requirements for the City of Frisco).

Driveway: (Front Load)

Maximum Driveway Width at Front City Sidewalk/Street is 16'-0".

☉ **Product Types: "D" (69' Alley Load)**

City of Frisco Residential District Designation: (Old: SF-5) (New: SF-7)

Phase 1 - (Lot Width -- 69') (Alley Load -- 3 Car tandem possible)

Block F: Lots 4-29, 44-58 Block T: Lots 1-8
Block G: Lots 1-8, 18-25 Block W: Lots 1-2
Block K: Lots 4R

Front Yard Setback: 20'-0"

Front yard setback shall be a minimum of Twenty Feet (20') for *homes without Front Porches*, and a minimum front yard setback of Fifteen Feet (15') for *homes with porches*. **(Refer to Exhibit "03").**

Front Porches shall be a minimum depth of eight feet (8') clear useable depth (face of house to center of porch columns).

Homes not utilizing front porches shall have a stoop, articulated front entryway, protruding balconies or windows, or other forms of architectural elements that help define the facade and orient the home to the sidewalk areas, in order to create a more defined public realm.

Side Yard Setback: Seven feet (7')

Rear Yard Setback: 20'-0"

Maximum Lot Coverage: (45 %) forty-five percent maximum
By buildings including accessory buildings

Maximum Building Height:

Two and one-half (2½) stories, no greater than forty (40) feet

Minimum Square Footage:

Each residence must contain a minimum of **2,800 square feet** of contiguous, air-conditioned living space for a **single story residence**, **3,000 square feet** of contiguous, air-conditioned living space for a **single and one-half story residence** and **3,300 square feet** of contiguous, air-conditioned living space for a **two story residence**. There are no maximum square footage limitations.

Garage: (Alley Load)

Minimum two (2) car garage single family dwelling unit is required. All Garage Doors must be setback 20 feet from the building facade of the garage door wall to the property line. (Also see off-street parking and loading requirements for the City of Frisco). A 16'-0" garage door is allowed for the alley loaded two car garages.

☉ **Product Types: "E" (69' – Front Load)**

City of Frisco Residential District Designation: (Old: SF-5) (New: SF-7)

Phases 2B, 3 & 4 - (Lot Width – 69') (Front Load)

Phase 2B

Block F: Lots 44-58 Block T: Lots 1-8 Block W: Lots 1-2

Phase 3

Block X: Lots 4-26 Block Z: Lots 9-17 Block Y: Lots 1-16

Phase 4

Block U: Lots 14-38 Block CC: Lots 1-23 Block DD: Lots 1-8

Front Yard Setback: 20'-0"

Front yard setback shall be a minimum of Twenty Feet (20') for *homes without Front Porches*, and a minimum front yard setback of Fifteen Feet (15') for *homes with porches*. **(Refer to Exhibit "03")**.

Front Porches shall be a minimum depth of eight feet (8') clear useable depth (face of house to center of porch columns).

Homes not utilizing front porches shall have a stoop, articulated front entryway, protruding balconies or windows, or other forms of architectural elements that help define the facade and orient the home to the sidewalk areas, in order to create a more defined public realm.

Side Yard Setback: Seven feet (7')

Rear Yard Setback: 20'-0"

**Maximum Lot Coverage: (45 %) forty-five percent maximum
By buildings including accessory buildings**

Maximum Building Height:

Two and one-half (2½) stories, no greater than forty (40) feet

Minimum Square Footage:

Each residence must contain a minimum of **2,800 square feet** of contiguous, air-conditioned living space for a **single story residence**, **3,000 square feet** of contiguous, air-conditioned living space for a **single and one-half story residence** and **3,300 square feet** of contiguous, air-conditioned living space for a **two story residence**. There are no maximum square footage limitations.

Garage: (Front Load)

Minimum two (2) car garage single family dwelling unit is required. (Also see off-street parking and loading requirements for the City of Frisco). Any garage that faces the street must be set back at least twenty feet (20') from the front building facade or front edge of porch. **(Refer to Exhibit "03")**.

☉ **Product Type: "F" (74' – Front Load)**

City of Frisco Residential District Designation: (Old: SF-4) (New: SF-8.5)

Phase 1 - (Lot Width – 74') (Front Load)

Block F: Lots 30-43

Front Yard Setback: 20'-0"

Front yard setback shall be a minimum of Twenty Feet (20') for *homes without Front Porches*, and a minimum front yard setback of Fifteen Feet (15') for *homes with porches*. **(Refer to Exhibit "03")**.

Front Porches shall be a minimum depth of eight feet (8') clear useable depth (face of house to center of porch columns).

Homes not utilizing front porches shall have a stoop, articulated front entryway, protruding balconies or windows, or other forms of architectural elements that help define the facade and orient the home to the sidewalk areas, in order to create a more defined public realm.

Side Yard Setback: Seven feet (7')

Rear Yard Setback: 20'-0"

**Maximum Lot Coverage: (45 %) forty percent maximum
By buildings including accessory buildings**

Maximum Building Height:

Two and one-half (2½) stories, no greater than forty (40) feet

Minimum Square Footage:

Each residence must contain a minimum of **3,000 square feet** of contiguous, air-conditioned living space for a **single story residence** and **3,500 square feet** of contiguous, air-conditioned living space for a **second story residence**. There are no maximum square footage limitations.

Garage: (Front Load)

Minimum two (2) car garage single family dwelling unit is required. (Also see off-street parking and loading requirements for the City of Frisco).

Any garage that faces the street must be set back at least ten feet (10') from the front building facade or front edge of porch.

(Refer to Exhibit "03" – Similar except 10'-0").

☉ **Product Type: "G" (79' – Front Load)**

City of Frisco Residential District Designation: (SF-8.5)

Phase 2B - (Lot Width – 79') (Front Load)

Block K: Lots 7

Block U: Lots 1-13

Block T: Lots 9-14

Block W: Lots 3-25

Front Yard Setback: 20'-0"

Front yard setback shall be a minimum of Twenty Feet (20') for *homes without Front Porches*, and a minimum front yard setback of Fifteen Feet (15') for *homes with porches*. **(Refer to Exhibit "03")**.

Front Porches shall be a minimum depth of eight feet (8') clear useable depth (face of house to center of porch columns).

Homes not utilizing front porches shall have a stoop, articulated front entryway, protruding balconies or windows, or other forms of architectural elements that help define the facade and orient the home to the sidewalk areas, in order to create a more defined public realm.

Side Yard Setback: Seven feet (7')

Rear Yard Setback: 20'-0"

**Maximum Lot Coverage: (45 %) forty percent maximum
By buildings including accessory buildings**

Maximum Building Height:

Two and one-half (2½) stories, no greater than forty (40) feet

Minimum Square Footage:

Each residence must contain a minimum of **2,800 square feet** of contiguous, air-conditioned living space for a **single story residence**, **3,000 square feet** of contiguous, air-conditioned living space for a **single and one-half story residence** and **3,300 square feet** of contiguous, air-conditioned living space for a **two story residence**. There are no maximum square footage limitations.

Maximum Square Footage: 4,900 (Living Area – A/C) sq. ft.

Garage: (Front Load)

Minimum two (2) car garage single family dwelling unit is required. (Also see off-street parking and loading requirements for the City of Frisco).

Any garage that faces the street must be set back at least twenty feet (20') from the front building facade or front edge of porch.

(Refer to Exhibit "03").

☉ **Product Type: "H" (90' -- Front Load)**

City of Frisco Residential District Designation: (Old: SF-3) (New SF-10)

Phases 1, 2B & 3 - (Lot Width – 90') (Front Load)

Phase 1

**Block A: Lots 2-19 Block B: Lots 1-6 Block F: Lots 2-3
Block G: Lots 10-17 Block H: Lots 1-6 Block I: Lots 12-20**

Phase 2B

**Block H: Lots 7-13 Block J: Lots 5-11, 13-18
Block K: Lots 9-15 Block V: Lots 2-6**

Phase 3

**Block K: Lots 16-21, 31-36 Block V: Lots 7-14
Block X: Lots 2-3 Block Z: Lots 1-8, 18-27**

Front Yard Setback: 25'-0"

Front yard setback shall be a minimum of Twenty-five Feet (25') for *homes without porches*, and a minimum setback of Twenty Feet (20') for *homes with porches* (front porch may encroachment five feet (5') in front of building setback). **(Refer to Exhibit "03")**.

Front Porches shall be a minimum depth of eight feet (8') clear useable depth (face of house to center of porch columns).

Homes not utilizing front porches shall have a stoop, articulated front entryway, protruding balconies or windows, or other forms of architectural elements that help define the facade and orient the home to the sidewalk areas, in order to create a more defined public realm.

Side Yard Setback: Ten feet (10')

Rear Yard Setback: 20'-0"

**Maximum Lot Coverage: (45 %) forty-five percent maximum
By buildings including accessory buildings**

**Maximum Building Height:
Two and one-half (2½) stories, no greater than forty (40) feet**

Minimum Square Footage:
Each residence must contain a minimum of **3,500 square feet** of contiguous, air-conditioned living space for a **single story residence** and **4,000 square feet** of contiguous, air-conditioned living space for a **two story residence**.

Maximum Square Footage: 5,350 (Living Area – A/C) sq. ft.

Garage: (Front Load)

Minimum three (3) car garage single family dwelling unit is required. (Also see off-street parking and loading requirements for the City of Frisco).

Any garage that faces the street must be set back at least twenty feet (20') from the front building facade or front edge of porch.

(Refer to Exhibit "03").

☛ **Product Types: "J" (100' – Front Load)**

City of Frisco Residential District Designation: (Old: SF-3) (New: SF-10)

Phase 1 - (Lot Width – 100') (Front Load)

Block A: Lots 20-31

Front Yard Setback: 25'-0"

Front yard setback shall be a minimum of Twenty-five Feet (25') for *homes without porches*, and a minimum setback of Twenty Feet (20') for *homes with porches* (front porch may encroachment five feet (5') in front of building setback). **(Refer to Exhibit "03")**.

Front Porches shall be a minimum depth of eight feet (8') clear useable depth (face of house to center of porch columns).

Homes not utilizing front porches shall have a stoop, articulated front entryway, protruding balconies or windows, or other forms of architectural elements that help define the facade and orient the home to the sidewalk areas, in order to create a more defined public realm.

Side Yard Setback: Ten feet (10')

Rear Yard Setback: 20'-0"

**Maximum Lot Coverage: (45 %) forty-five percent maximum
By buildings including accessory buildings**

Maximum Building Height:

Two and one-half (2½) stories, no greater than forty (40) feet

Minimum Square Footage:

Each residence must contain a minimum of **4,000 square feet** of contiguous, air-conditioned living space for a **single story residence** and **4,500 square feet** of contiguous, air-conditioned living space for a **two story residence**. There are no maximum square footage limitations.

Garage: (Front Load)

Minimum three (3) car garage single family dwelling unit is required. (Also see off-street parking and loading requirements for the City of Frisco). Any garage that faces the street must be set back at least twenty feet (20') from the front building facade or front edge of porch.

(Refer to Exhibit "03").

☛ Product Types: "K" (110' – Front Load and Alley)

City of Frisco Residential District Designation: (Old: SF-3) (New: SF-10)

Phases 1 & 3 - (Lot Width – 110') (Front Load)

Phase 1 - Block A: Lots 32-36 Block B: Lots 7-9 Block D: Lots 1-8

Phase 3 - Block K: Lots 22-28, 30 Block J: Lots 30-33 Block AA: Lots 1-6

Phase 1 - (Lot Width – 110') (Alley Load)

Block D: Lots 9-11 Block N: Lots 2-4

Front Yard Setback: 25'-0"

Front yard setback shall be a minimum of Twenty-five Feet (25') for *homes without porches*, and a minimum setback of Twenty Feet (20') for *homes with porches* (front porch may encroachment five feet (5') in front of building setback). **(Refer to Exhibit "03")**.

Front Porches shall be a minimum depth of eight feet (8') clear useable depth (face of house to center of porch columns).

Homes not utilizing front porches shall have a stoop, articulated front entryway, protruding balconies or windows, or other forms of architectural elements that help define the facade and orient the home to the sidewalk areas, in order to create a more defined public realm.

Side Yard Setback: Ten feet (10')

Rear Yard Setback: 20'-0"

**Maximum Lot Coverage: (45 %) forty-five percent maximum
By buildings including accessory buildings**

Maximum Building Height:

Two and one-half (2½) stories, no greater than forty (40) feet

Minimum Square Footage:

Each residence must contain a minimum of **4,000 square feet** of contiguous, air-conditioned living space for a **single story residence** and **4,500 square feet** of contiguous, air-conditioned living space for a **two story residence**. There are no maximum square footage limitations.

Garage: (Front Load)

Minimum three (3) car garage single family dwelling unit is required. (Also see off-street parking and loading requirements for the City of Frisco).

Any garage that faces the street must be set back at least twenty feet (20') from the front building facade or front porch.

(Refer to Exhibit "03").

(Alley Load)

Minimum three (3) car garage single family dwelling unit is required. All Garage Doors must be minimum setback of 20 feet from the building facade of the garage door wall to the property line. (Also see off-street parking and loading requirements for the City of Frisco). A 16'-0" garage door is allowed for the alley load two car garage.

☛ **Product Type: "L" (130' – Front Load)**

City of Frisco Residential District Designation: (Old: SF-3) (New: SF-10)

Phase 1 - (Lot Width – 130') (Front Load)

Block E: Lots 17-22

Block I: Lots 1-6

Front Yard Setback: 30'-0"

Front yard setback shall be a minimum of Thirty Feet (30') for *homes without porches*, and a minimum setback of Twenty-five Feet (25') for *homes with porches* (front porch may encroachment five feet (5') in front of building setback). **(Refer to Exhibit "03")**.

Front Porches shall be a minimum depth of eight feet (8') clear useable depth (face of house to center of porch columns).

Homes not utilizing front porches shall have a stoop, articulated front entryway, protruding balconies or windows, or other forms of architectural elements that help define the facade and orient the home to the sidewalk areas, in order to create a more defined public realm.

Side Yard Setback: Twelve feet six inches (12'-6")

Rear Yard Setback: 20'-0"

**Maximum Lot Coverage: (45 %) forty-five percent maximum
By buildings including accessory buildings**

Maximum Building Height:

Two and one-half (2½) stories, no greater than forty (40) feet

Minimum Square Footage:

Each residence must contain a minimum of **4,000 square feet** of contiguous, air-conditioned living space for a **single story residence** and **4,500 square feet** of contiguous, air-conditioned living space for a **two story residence**. There are no maximum square footage limitations.

Garage: (Front Load)

Minimum three (3) car garage single family dwelling unit is required. (Also see off-street parking and loading requirements for the City of Frisco).

Any garage that faces the street must be set back at least twenty feet (20') from the front building facade or front porch.

(Refer to Exhibit "03").

Section 2: Architectural Design Guidelines



Architectural Objectives

The Architectural Control Committee encourages innovation and creative solutions in the design of each house as long as the proposed design is consistent with the overall design philosophy at Newman Village.

The architectural design philosophy of the project is intended to develop a look and feel of "timeless" architectural design. The vocabulary selected is based on the architectural traditions and design heritage of old world classical architecture. French Eclectic, English Tudor, Italian Renaissance, Spanish Eclectic, Tuscan, Italianate, Colonial Revival, and Early Classical Revival will be the typical influence. Refer to **Architectural Image Book** along with the Architectural Guidelines for correct architectural design. The architectural style and detailing of each house will be closely scrutinized by the Architectural Control Committee and approval of such will be a **subjective aesthetic determination**.

Architectural Styles

There is resurgence in the use of historic styles in residential architecture. Refer to the books "A Field Guide to American Houses" and "Great American Houses and Their Architectural Styles" by Virginia and Lee McAlester as another resource for additional information and background on historic styles. This historic approach is encouraged for Newman Village. In addition to the list of acceptable styles, general guidelines are as follows:

- All Architecture must be true to an (approved) style. The style must be articulated in the roof forms, facades, massing, detailing and material and color selections. Coordination of building style, landscaping, and accent materials is encouraged.
- Do not mix styles. Mixing of styles, e.g. Gothic Columns with Spanish architecture on the same house must be approved.
- Formal settings and spaces require formal architecture.
- Informal settings and spaces shall require informal architecture.
- Under certain circumstances, the ACC may require additional landscaping to soften a particularly strong design interpretation.
- The following is a list of acceptable architectural styles. Styles other than these will be considered by the ACC staff. However, all other proposed styles must meet the requirements of this section and be detailed to the level equal to these examples. If a builder wishes to use a different style other than the acceptable list, provide graphic examples for the ACC to review at the builder's "Pre-Planning Conference."

List of Acceptable Architectural Styles

European Styles	
French Eclectic	..... 31
English Tudor	..... 32
Mediterranean Styles	
Italian Renaissance	..... 33
Spanish Eclectic	..... 34
Tuscan	..... 35
Romantic Styles	
Italianate	..... 36
Classical Styles	
Colonial Revival	..... 37
Early Classical Revival	..... 38

**European Style:
French Eclectic**

Defining Characteristics:

- ☛ Tall, steeply pitched hipped (more frequently) or gabled (less frequently) roof or Dutch gable (less frequently).
- ☛ Eaves typically flare upward at the edges (swoop).
- ☛ Varieties include:
 - Symmetrical: Hipped roof with roof ridge parallel to front facade, centered entry, formal detailing, may have side wings.
 - Asymmetrical: Hipped and/or gabled roofs in asymmetrical composition and with off-center entry. May be formal or informal.
 - Towered: Hipped and/or gabled roof main building attached to round tower with tall, conical roof. Main entry typically occurs at tower.
- ☛ Walls may be brick, stone, or stucco.
- ☛ Arched doors, windows and entries are often present.
- ☛ Windows may be double-hung or casement. Simple facades with windows highlighted
- ☛ Arched or circular dormers are common in the roof, while hipped or gabled dormers may break the cornice.
- ☛ Details may include decorative half-timbering nogging, tile or slate roofs, massive chimney, and/or overhanging upper stories, gable end venting in various styles, window shutters, wrought iron or cast stone balusters, glass in garage door.



**European Style:
English Tudor**

Defining Characteristics:

- ☛ One-and-half to two stories.
- ☛ Informal and asymmetrical facade compositions.
- ☛ Steeply pitched roofs on a variety of building forms. Usually side or cross gabled, but can be hipped or front gabled as well. Overlapping gables are common.
- ☛ Vertically proportioned, tall, narrow windows, typically casement with a transom. Multi-paned windows.
- ☛ Terraced approach to house with portico entry. Covered entry either by alcove, tower, or front porch.
- ☛ Frequently have very large chimneys.
- ☛ Veneer may be stucco, brick, or stone.
- ☛ Details may include decorative half-timbering, arches over doorways and windows, bay windows, wall dormers, decorative masonry patterns, cantilevered second floor pop-outs, decorative light fixtures at entry can be ceiling or wall mounted, and articulated front doors with multi-paned windows or stained glass.



**Mediterranean Style:
Italian Renaissance**

Defining Characteristics:

- ☉ Typically two stories.
- ☉ Symmetrical facades are most common.
- ☉ Low pitched hipped roof with wide eave overhangs.
- ☉ Roof may be tiled or shingled and may be red, green or brown.
- ☉ Widely overhanging eaves are typically boxed and have decorative brackets that are at rhythmic intervals and sometimes in pairs.
- ☉ Veneer may be stucco or masonry.
- ☉ First story window may be full-height and usually arched above. Round-arched windows or window surrounds with engaged columns or pilasters or simple pediments at main floor. Upper story windows are generally smaller and less elaborate than first floor windows.
- ☉ Entry area is often recessed and may be framed by classical columns or pilasters and arched above.
- ☉ Details may include quoins, brick or stone accents, shutters, and wrought iron accents.



Mediterranean Style: Spanish Eclectic

Defining Characteristics:

- ☛ Usually asymmetrical.
- ☛ Low pitched gable or hip roof with little or no eave overhang.
- ☛ Red tile roofs are most common.
- ☛ Walls are usually smooth stucco.
- ☛ Windows, doors, and porches may be arched.
- ☛ Doors may feature spiral columns, pilasters, carved stone or patterned tiles.
- ☛ Patios and balconies are more common than porches.
- ☛ Decorative wrought iron elements often in the form of grilles over windows.
- ☛ Elaborate chimney tops.
- ☛ Arcaded or loggias (arched or post and lintel).
- ☛ Decorative vents or stucco or tile.
- ☛ Details may include ornate, low relief carving, high lighted arches, columns, windows surrounds and cornices and parapets.
- ☛ Other details may include wing walls and towers (round or square).



Mediterranean Style: Tuscan

Defining Characteristics:

- ☛ Low pitched roofs with barrel or 'S' shaped tile.
- ☛ Open eaves with exposed rafter tails or decorative brackets.
- ☛ Minimal overhang at rakes with gabled or hipped main spans.
- ☛ Stucco exterior with full height stone and brick massing often with a square tower accent.
- ☛ Two story asymmetrical massing.
- ☛ Wood or wood-like elements.
- ☛ Shutters as accents can be awning/storm type shutters.
- ☛ Details may include decorative wrought iron accents and recesses at windows or as gable end accents.
- ☛ Other details may include decorative vents of stucco, cast stone or tile.



**Romantic Style:
Italianate**

Defining Characteristics:

- ☛ Two to three stories (very rarely one-story).
- ☛ May be symmetrical or asymmetrical.
- ☛ Low pitched roof with wide eave overhangs.
- ☛ Most important defining feature is the use of decorative brackets beneath the eaves and or large cornices.
- ☛ Both single and paired doors are common, and often exhibit the same crown treatment as windows.
- ☛ Tall, narrow windows. Arches or inverted U-shaped windows are common, as are elaborate window crowns.
- ☛ Windows typically have one or two-pane glazing.
- ☛ Single story, understated porches may be entry-width or full-width. Porches are typically supported by square posts.
- ☛ Square cupolas or towers are common.
- ☛ Balconies shall have highly decorative iron or cast stone balusters.
- ☛ Pronounced entry with detailed surround at door.
- ☛ Details may include cast stone accents, quoins, horizontal banding, shutters, engaged columns and arched arcades.



**Classical Style:
Colonial Revival**

Defining Characteristics:

- ☛ Based on English Colonial architecture, particularly Federal/Adam and Georgian.
- ☛ Typically two stories.
- ☛ Simple massing with well-proportioned form and an orderly relationship between roof, openings and attachments. Main house box may have projecting wings.
- ☛ Facades usually have symmetrically balanced windows and centered door.
- ☛ Side gables or hipped roof with shallow consistent roof pitches. Proportions and roof pitches consistent with Federal/Adam architecture.
- ☛ Classically detailed cornices are common, as in original Colonial examples, however, open eaves and exposed rafters may also be found.
- ☛ Solid front door with optional transom and/or side lights or fanlight.
- ☛ Some homes may have elaborate door surrounds with small entry porches.
- ☛ Vertically proportioned multi-paned windows (first floor windows taller than second).
- ☛ Muntin pattern may be 6 over 6, 6 over 9, or 9 over 9.
- ☛ One distinguishing feature may be bay windows, paired windows, or triple windows, as these features are not present in original Colonial houses.
- ☛ Another distinguishing feature may be the use of double-hung windows with a multi-pane upper sash hung over a single-pane lower sash.
- ☛ Materials include brick, painted masonry and wood trim.
- ☛ Painted (preferably white) homes are appropriate.
- ☛ One story small entry porches are most common.



Classical Style:
Early Classical Revival

Defining Characteristics:

- ☛ Typically two story.
- ☛ Symmetrically and simple in massing, with an orderly relationship among roof, openings, and attachments.
- ☛ Side-gabled or hipped roof with shallow consistent roof pitches (typical 6:12 minimum to 10:12 maximum; 4:12 maximum cornice roof pitch).
- ☛ Materials include brick, painted masonry and wood trim. Painted (preferably white) homes are appropriate.
- ☛ Federal-style main entry has semi-circular or elliptical fan light over the main entry door.
- ☛ Vertically proportioned multi-paned windows (first floor windows taller than second). Windows are typically five-ranked on the primary facade.
- ☛ Muntin pattern may be 6 over 6, 6 over 9, or 9 over 9.
- ☛ One or two story porches, usually with front facing gables. The entry porch, or portico, is typically full-height.
- ☛ Porch roof is generally supported by four simple columns, each on a shallow, square base, or plinth.
- ☛ Unlike succeeding Greek Revival houses, Early Classical Revival houses typically have Roman columns.



Unacceptable Architectural Styles

The following architectural styles are those that **DO NOT** compliment the vision of Newman Village and, therefore, will **NOT** be approved for this development. While this list is intended to be an indication of the character not desired for Newman Village, it should not be considered an exhaustive list and can be added to by the Architectural Control Committee as deemed appropriate.

-  **Adobe/ Pueblo / Santa Fe Styles**
-  **Contemporary Ranch Style**
-  **Split-foyer (Split-level) Style**
-  **International Style**
-  **New England Salt Box Style (asymmetrical roof)**
-  **Oriental Style**
-  **Modern Style Homes with multiple roof lines**
-  **Exposed Log Styles**

Section 3: Building Design Requirements

Building Massing

Buildings should be composed of simple rectangular-volume building forms in compositions of one- and two-story elements. Primary massing characteristics include the following:

- Well proportioned one-story and two-story massing with multiple roofs to emphasize the overall simplicity of the building's form.
- Larger/Primary masses should typically be located towards the center of the residence in respect to the overall 3-dimensional composition.
- Wall planes remain simple (flat) and emphasize their depth by the use of recessed openings.
- Arched front entries, porches, or patio spaces enhance simple massing and add depth to wall planes and are encouraged.
- Distinctive shapes and projections such as bay windows and balconies should exemplify elements of classical proportion through detailing and massing.
- All building elements should be detailed to provide scale appropriate to the architectural period and style of the house.

Multiple, haphazard or arbitrary wall and roof offsets will be discouraged. The building mass must relate to the chosen architectural style and period.

Exterior Facade Details

The design elements of a house shall be compatible and complimentary to each other, and must be sympathetic to the streetscape and adjacent houses. Exterior design elements and treatments shall be consistently detailed around the entire house.

- Ceiling heights shall be a minimum of 9'-0" main level and 8'-0" at second level (10'-0" main floor and 9'-0" second floor preferred).
- Masonry openings shall have brick jack arches, brick soldier courses, or timber, stone, limestone, or cast stone headers, as appropriate.
- Wood headers shall have drip caps.
- Architectural breaks should be provided in long side walls on corner lots by using offsets, recesses, projections, etc.
- Full width corner boards should be front facing at a minimum of 5 1/2" inch widths. Exposed butt ends of adjacent, side corner boards must be covered.
- Canvas awnings are acceptable and must be appropriate to the architectural style of the house and be approved by the ACC.

3 Exterior Facade Materials

The **choice and mix of materials** on the facades of buildings are important in providing an attractive living environment. Materials should be consistently applied and should be chosen to work harmoniously with adjacent materials.

All proposed **materials and color** for the exterior veneer must receive prior **written approval** of the Architectural Control Committee (ACC) before proceeding with the installation of the external veneer. A **mock-up** of the proposed materials in sufficient quantities to satisfactorily exhibit their final textures and colors shall be provided for the ACC to review.

A **subdued color palette** should be employed using neutral and earth tones and avoiding bright, pure colors. Stronger accent colors may be used with restraint. Exterior colors should be muted and non-glare. Material or color changes at the outside corners of buildings should be avoided. Exterior hardscape colors should be complimentary to exterior colors.

Changes to the exterior palette (paint/roof colors) must receive **prior approval** from the ACC.

Architectural details and exterior finish materials shall be consistent on all of the main body of the house as viewed from the front and sides street elevations with consistent materials, finishes and colors.

Combining materials is acceptable as long as one material is the majority material and is appropriate to the architectural style of the house.

A maximum of **two building materials** shall be used on any facade and walls shall show no more than two veneer materials in each plane.

Masonry should be all the same type. If a **mix of stone or brick** is employed it shall be consistent with the architectural style and period.

Cast Stone: Buff, white or cream color (or different color names with same color meanings) with or without pitting. Mortar color must match color of Cast Stone.

Masonry should be **laid and detailed** consistent with the historical architectural style and period of the house.

Brick cannot be used as **headers** over windows in a predominantly Stone veneered house, unless approved by the ACC.

Changes in materials should always occur **vertically at an inside corner**. Continue materials from front elevations around side elevations to an architectural element or to the end of the side wall.

Preferred Stone Patterns shall be square to rectangular shapes in random sizes, installed in a horizontal/ashlar manner. The Coursing Pattern must relate to the style of Architecture. Random/Builder shape (spider web) patterns will be allowed, but not recommended. **Stone colors** must be of a uniform palette with minimal color variations. A salt and pepper appearance **will not** be allowed.

Exterior Facade Materials (Continued on Next Page)

Exterior Facade Materials (Continued)

Masonry materials utilized will require a **mock-up** sample of at least 20 square feet for review in the field for Product Types "J"-100', "K"-110' and "L"-130'.

The use of **wood on exterior** walls as an **accent** is encouraged, but it is a high maintenance item. All exposed wood beams, fascias, columns, trellises, etc. shall be of solid timber construction.

The use of Horizontal wood siding, vertical board and batten wood or fiber cement siding or boards (textured wood grain finish or smooth finish) will only be **allowed in limited amounts**. **On street-facing facades, siding will only be allowed where it is appropriately used on dormers or an architecturally appropriate gable and where brick can not be supported or does not support the architectural style.**

Expression of **wood trim** that is generally used in corbels, lintels, porches, trellises, out lookers, and rafter-tails can be made of simulated or artificial building materials with the approval of the ACC.

Stucco or cement plaster finishes shall be textured and finished appropriate to the Architectural style and period. Stucco must be a three (3) coat system with a 1/8" hand trowel finish providing a smooth (but not totally uniform) texture. "Sand" finish is not allowed. The color must be finished with slight color variations for rustication. Plaster over masonry is preferred but plaster over wood studs and sheathing will be allowed provided an adequate sheathing and moisture barrier is used to avoid bowed or wavy walls. A complete plaster and accent color palette shall be provided to the ACC for their review. A mock-up sample of at least 20 square feet will be required for review in the field.

Stucco board is acceptable in areas less than 4'x8' where a single sheet can be used or when batten strips covering the joints would be appropriate to the style of the house.

The use of **cast iron grates or vertical brick details** are acceptable for the exposed portions of the foundation. When the **vent** will be screened from view with the required landscaping, it is acceptable to use an approved alternate material and detail.

Exterior wall materials shall be 100% masonry, (Brick, Stucco, Cast Stone, Stone) on all walls facing street where masonry is the prominent material used, and 80% masonry from any non-visible side and rear elevations. Front and visible side elevations must be congruently detailed. The materials must wrap exterior corners and must extend to a non-visible point before transitioning. Materials coverage is subject to revision according to Architectural Style of the house and approval from the ACC. High Profile Side and Rear Elevations, that are visible from the street, should use Stucco vs. Siding when appropriate to the Architectural Style of the home.

Painted Brick is acceptable with the conditions that the Paint Color is a Muted Neutral Earth Tone Color. No Vivid Bright Colors are allowed. Painted Brick is Not Allowed on houses that have a combination of Brick and Stone Facades. Painted Brick is Not Allowed on houses with Elaborate Brick Details that could be covered over with Paint.

Exterior Facade Materials (Continued on Next Page)

Exterior Facade Materials (Continued)

MATERIALS that are NOT PERMITTED:

Exterior Insulation Finish system (EIFS) (e.g. Drivit), vinyl or aluminum siding, beaded siding, and exposed concrete masonry units (smooth or split-faced) are **unacceptable**. Exception: Arcastone or faux stone will only be allowed for special details with approval of the ACC.

Full Wood Siding houses are Unacceptable.

Non-traditional **brick colors** and finishes are **unacceptable**.

Typically, any **artificial, simulated or imitation materials** shall not be permitted unless within the Community Design Guidelines or without approval of the ACC.

Roof Design

Special attention should be given to the roof slopes. Roof pitches must match at visible hips, viewed from the street. Roof or other architectural elements which are not an integral part of the design and appropriate to the architectural style and period would not be acceptable.

Roof forms shall be limited to hip, Dutch hip, Dutch gable or gable. Roof forms should be randomly distributed throughout each street scene. The ACC will require variation of roof pitches, dormer details, etc. for adjacent structures. Cornice, eave and architectural details may project up to two feet six inches.

Roof articulations, including chimneys, cupolas, monitors and dormers are encouraged to add detail to a roof with the appropriate architectural style.

Roof pitches should be appropriate to the style of the house. Porch roofs should be a minimum slope of 2:12 unless designed to appear as flat with piers and balustrades.

"Saltbox" type roofs are prohibited.

Mechanical equipment shall not be allowed on roof structures.

Sheet metal flashing should be kept clean and simple with the minimum of exposed metal and generally should be copper or painted to blend in with the surrounding materials.

Special consideration must be given to the roof fascia as an important design element and must be appropriate to the architectural style and period. ("Pork chops" elements at gable ends will not be allowed on roof designs that are visible from the street unless the element is within the Architectural Style of the home).

The use of flat roofs should be limited. If viewed from above, such roofs should be covered with an appropriate material to match the roof. No mechanical equipment shall be allowed.

☛ Roof Materials

Roofs should be clad in non-glossy materials that are in colors which blend with adjacent natural surroundings.

The roofing material used must be authentic and un-simulated, unless approved by the ACC. Acceptable roofing materials are slate or approved synthetic slate, clay tile, pre-finished standing seam metal, copper (left to age naturally), and 30 year or better dimensional asphalt. Simulated materials such as concrete tile or fiberglass tile are acceptable. Metal roofs (other than oxidized copper), reflective tile, plain red roof tile, and 'S' tile are acceptable. Other high quality roofing materials may be permitted with the ACC's approval.

Metal roofs shall be dark or muted colors that are appropriate to the style of the house.

Low pitched porch or bay roofs must be pre-finished mechanically seamed metal or copper.

Roof materials that are **inappropriate** are: Galvanized metal, corrugated metal and standard three tab shingle roofs.

☛ Roof Dormers

Dormers should be used only as appropriate to the style of the house.

Offsets and heavy overhangs are unacceptable.

Hipped, gabled, shed or arched roofs are acceptable for dormers.

Dormers shall be no wider than the window plus required corner casing unless it is inconsistent with the architectural style of the house.

Dormers at non-habitable interior spaces must be provided with appropriate window treatment or painted on the inside face the glass with a dark color.

Overhangs and rakes should be tight to main body of dormer and consistent on all three sides.

Dormers shall not break cornices of classically styled houses.

Roof Penetrations

Plumbing vents should be ganged with minimum number of vents exposed to view from the street. Vents must be painted black or dark color to match color of roof material.

Continuous ridge vents, linear soffit vents, gable vents and dormer vents are acceptable. Static roof vents are acceptable only when they are not visible from the street. Exposed turbine vents or power roof ventilators are not allowed.

Gable vents that are not functional must appear to be functional.

Decorative vent designs must be consistent with the Architectural style of the house.

Skylights must be integrally designed into the roof structure and are not to be obtrusive. Skylights shall not be visible from front elevations. Skylight glazing shall not be back-lit or manufactured of reflective material. Skylight framing and glazing shall be colored or coated to match adjacent materials.

Roof Cornice, Fascia, Soffits and Rakes

Trim details must be appropriate to the architectural style of the house.

Provide appropriate and historically accurate molding and fascia/rake trim.

The small roof section of the cornice return should not be visible from the ground level (use 2/12 roof pitch maximum).

Open exposed rafter tails and sloping soffits are acceptable.

Uneven cornices are unacceptable. "Boxed" cornices are unacceptable.

Appropriate Soffit materials are: Perforated or non-perforated fiber cement board (painted), or wood (painted or stained) with appropriate ventilation system.

All visible flashing shall be copper, galvanized steel (painted to match the color of the roof and/or building), and/or metal of a dark, muted color.

Inappropriate Soffit materials are: Aluminum (perforated or solid), stucco board, or vinyl.

Roof Gutters and Downspouts

All gutters and downspouts should be design to fit with the architectural style and period. Gutters shall be half round or ogee profile as is appropriate to the architectural style of the house. Downspouts shall be round or rectangular as is appropriate to the architectural style and the gutter type chosen.

The entire structure shall be guttered with downspouts. Downspouts shall be placed at the corners of the building least visible from the street, unless it is an integral part of the facade composition.

Daylighting downspouts at the face of the building onto a public walk area are prohibited.

Downspouts attached to any freestanding column are prohibited unless approved by the ACC.

All downspouts must be tied into submerged piping and drained to the front and/or rear curbs of the property. The use of gutter bubblers at sidewalks is preferred. Gutters shall not drain across property lines.

The **appropriate** materials for gutters and downspouts are: Copper, painted or pre-finished galvanized metal or baked enamel aluminum. Extruded aluminum gutters and downspouts **will not** be allowed.

Gutters, if not copper, shall be painted to match the building facade or trim.

Door Design

Special consideration should be given to the entry door and hardware. The entry should be a very special design feature complimentary to the architectural design. Enriched doorway treatments may be accented by classical columns, pilasters, or molded stone surrounds.

Colors of doors should be in keeping with the architectural style, design and selected exterior material palates. Brightly finished or overly ornate exterior doors are unacceptable unless approved by the ACC.

8'-0" tall doors are encouraged at the main level (6'-8" doors are acceptable with appropriately sized transoms above – a minimum height of 12").

Single main Entry Doors may be solid, half glass, three-quarter glass or Iron Design with full length glass. If main entry door is solid, it must be paneled. Panel designs may be standard two panel, four panel, or six panel.

Decorative Iron/Glass Entry Doors must be Full Glass with Iron Design. The Decorative Iron Design should complement the Architectural Style of the Home. The Iron/Glass Entry Door must be 8'-0" tall (minimum), 2" minimum door thickness with Glass component with a minimum of 3/4" thickness. Iron Doors must be colored Black or a similar color.

Classically styled or Colonial homes shall have solid front doors with optional transom and/or sidelights.

Door Design (Continued on Next Page)

Door Design (Continued)

Transom and sidelights may be appropriate when proportionate to door openings. Muntin patterns shall be consistent with door glass and lite pattern. Overhead fan lights above a door is acceptable if consistent with the door style and architectural style of the house. Two story transoms are **unacceptable**.

Full French doors are **unacceptable** as main entry doors, but are **acceptable** as secondary doors on the front facade.

Sliding doors are **unacceptable** at the front of the house.

Garage Door Design

Garage doors should be designed with a great deal of sensitivity and compliment the overall aesthetics. **"Carriage" Style Garage Doors** are required on all Garage Doors that are visible from the Street and Common Areas. **"Carriage" Style Garage Doors** are required on Garages facing the Front Street and on alley corner garages turned to the side street unless the garage court is enclosed with the appropriate screening material. **"Carriage" Style Garage Doors** are also required on homes accessed from streets if the garage is in the side yard or facing the street. Wood, wood composite, or wood clad sectional "Carriage" doors are preferred. Aluminum and fiberglass doors are prohibited except for use at the Product Type "D"-69' (Alley Load) only. Glass panels in garage doors are **not acceptable** unless otherwise approved by the ACC. Heavily paneled or highly stylized garage doors are **not acceptable**.

It is encouraged to design garage doors to be located at right angles to the street, creating a motor court theme. Where this is not possible, adequate landscaping should be provided to soften the garage and its doors as a design element.

Door color of garage doors should be a subdued finish to diminish the visual impact of the door relative to the front of the home (bright white is unacceptable if house color is not white).

All Garage Doors shall be equipped with Automatic Remote Controlled Door Openers and shall remain closed when not in use.

Door Materials

Main entry door: solid wood (stained or painted), wood with glass, or metal (painted).

Other doors: wood, metal (painted), or composite wood.

Inappropriate materials for doors: Aluminum clad doors, flat single panel doors of any material, brass casing in main entry door, leaded glass, flat wood or metal doors with applied trim.

☛ **Window Designs**

Window openings are typically square or vertical in orientation (not horizontal) with combinations of smaller windows used to form larger sized openings. All windows types should be selected and detailed with appropriate proportions and scale to relate to the architectural style and period.

Windows and doors should be recessed a minimum of 2" (depending on elevation style) to accentuate the appearance of wall depth on front elevation walls and walls facing a public right-of-way. Flush windows are not acceptable on front elevations or elevations facing a public right-of-way. Flush windows are acceptable on other side and rear elevations.

Exterior windows and doors shall maintain design consistency throughout the residence. Similar jambs and head details should be used around the entire exterior.

Windows shall be single, double, triple hung or operable casements. Fixed windows may be acceptable and limited by Building Code.

Single-hung windows with equal sashes are acceptable.

☛ **Window Lites, Muntins, Sills, Lintels**

Window muntin patterns shall be proportioned vertically and uniform throughout the house.

All window muntin patterns in a room that share a front facing window must match.

Window muntins on the **front elevation, street facing elevation and common area elevations** must be true or Simulated Divided Lites (SDL) style.

Snap-in grids, removable muntins, internal grids, or no grids are acceptable on windows that do not face the street or windows that are not visible from the street or common areas.

Provide a minimum muntin width of 7/8" and detail such that the window appears to be a true-divided lite window.

The minimum mullions dimension between window groupings is 4" on windows that are visible from the street or common areas. The remaining window grouping at the rear of the house can be mullied together.

Sills shall be provided and lintels may be shown.

Lintels of stone or precast concrete shall extend horizontally beyond the window opening a dimension equal to the height of the lintel. Brick soldier lintels shall extend four (4) inches beyond the opening.

Window Materials

Appropriate materials are: Wood, solid PVC, Vinyl, pre-finished Aluminum clad, PVC clad and Fiberglass clad. **Inappropriate** materials are: Aluminum extruded windows, Glass block windows are **unacceptable** for any window seen from the street or public area, **but Glass block** is **acceptable** on the "zero" side of Type "A"-52', "B"-62' and "C"-65' houses. Highly decorative or stained windows are subject to ACC approval. Wood Clad Windows with SDL's are required for all Plaza Homes (Product Type "A"-52' and "B"-62').

Appropriate Glass is: clear, clear low-emission or light tinted (patterned or frosted glazing) is allowed in the private zone of a home or when Not Visible from streets or common areas. **Inappropriate** glass is: Highly reflective glass, and colored or heavily tinted glass.

Bay Windows

Bay windows must either extend to the ground or be supported with brackets sized to visually match the weight being carried.

Depth of bay windows shall be three feet maximum.

Bay windows shall appear as a composite of windows with mullions/trim between each window.

Window Restrictions

Second story windows shall be located so as to restrict views into adjacent windows, patios, and/or courtyards as reasonably possible. **The Detailed Regulating Plans will determine the "Restricted View" locations on Lots for Product Types: "J"-100', "K"-110', and "L"-130'.** The ACC will review and approve the location of all second floor windows and make a reasonable effort to maintain the privacy of the surrounding property owners.

- Second story rear windows are not allowed for Product Types "H"-90', "J"-100', "K"-110' and "L"-130', (except on those lots that back to a greenbelt or open area or perimeter of the community).
- There will be no windows allowed at 15'-0" above first floor on the restricted view elevations for the Product Types "J"-100', "K"-110' and "L"-130', unless approved by the ACC.
- There may be certain conditions due to grade and lot configuration whereby the ACC reserves the right to use discretion with consideration to setback, landscape screening or other means to minimize view encroachments in addition to mutual consent of adjacent owners.
- Opaque windows to include glass block or other obscure window types will be considered on restricted elevations.
- When **Glass Block** is used on the "zero" side of Type "A"-52', "B"-62' and "C"-65' houses, it has to meet the 1 hour fire protection requirements by using masonry mortar and the area of glass block cannot exceed one hundred and twenty-five square feet (125'). Refer to city code.

Window Restrictions (Continued on next Page)

Window Restrictions (Continued)

- Special "Restricted View" Requirements: Lot 1/N (Side Window Restricted toward Lot 2/N). Lot 2/N (Rear Window Views Allowed towards Lot 1/N). Lot 3/N (Rear Window Views Allowed toward Lot 1/N).

☛ Windows Miscellaneous

Storm windows and window screens shall cover the entire window and should be painted or pre-finished to match the color of the window. Storm Windows, Window Screens and Solar Screens are not allowed on elevations facing street and elevations facing a public right-of-way or public space.

Only functional flower boxes made of pressured treated wood, sheet metal, composite, cast stone, or wrought iron shall be allowed.

Window and/or wall air conditioning units are not permitted.

☛ Shutters

When shutters are used they should be; or appear to be; fully functioning shutters with the appropriate hinges and shutter dogs.

The shutter style and design should complement the architectural style and color scheme of the house.

Shutters must be half width and as tall as the window or door that is being covered.

Shutters for multiple grouped windows are not acceptable.

When installed as closed shutters, shutters must be recessed in the exterior wall so that they appear as actual closed shutters (shutters applied to face of veneer are unacceptable). These shutters must also have hinges and shutter dogs applied.

Appropriate materials are: Solid vinyl, painted wood, painted synthetic and PVC. Inappropriate materials are: open back vinyl or plastic.

☛ Chimneys

All exposed portions of the fire breast, flue and chimney shall be clad in brick, stone, or stucco or a combination there-of, matching the materials and design and appropriate architectural style of the house.

Chimneys located on the side of a building shall extend all the way to the ground.

Direct vent fireplaces are acceptable on the side or rear of the house with appropriate landscape screening.

Appropriate materials for chimneys are: brick, stone, hard-coated stucco (non-combustible materials only) and painted Brick –if allowed.

Chimneys (Continued on Next Page)

Chimneys (Continued)

Inappropriate materials for chimneys are: Exterior Insulation Finish system (EIFS), Stucco board and siding (combustible materials are unacceptable).

Chimneys are included in the code that requires "no penetrations in the walls or roofs within five feet (5'-0") of the property line on the zero side of homes" in Product Types "A"-52', "B"-62' and "C"-65'. Refer to City Code.

☛ Chimney Caps

Chimney caps are an extension of the overall design and must be carefully considered. They must be designed to compliment the major architectural elements of the house and must screen the spark arrester. Plaster, terra cotta, and brick are permitted for the chimney terminus.

Chimneys shall have a projecting cap.

Required spark arrestors shall be screened at chimneys with appropriate decorative cap or chimney pots in keeping with the architectural style of the house. Large aluminum/metal chimney caps, that are not architecturally pleasing, will not be allowed.

☛ Columns, Posts, Piers

Column styles, width and proportions must be appropriate to the architectural style of the house design. "The American Vignola" is a recommended source book for detailing and proportions.

The column shaft and outside face of frieze board above must align. It is unacceptable for the column cap to be completely under cover.

The foundation or porch edge must extend past the frieze board above to allow the proper column/frieze board alignment as noted above.

Round columns must have the appropriate entasis (taper) that is historically correct and is in keeping with the architectural style of the house.

Visible aluminum vent blocks are **unacceptable**.

Appropriate materials for columns are: Wood, Permacast, cast iron, pre-cast concrete and reinforced fiberglass. For Piers: Stone, brick, stucco, or cast stone. Aluminum columns are unacceptable.

Porches, Balconies, Verandas

Balconies and verandas on both the front and rear elevations are important and encouraged, but should be developed as appropriate design features to the architectural period and style of the house. When provided as part of the design, the porches will be designed at a **minimum of 8'-0" clear useable depth (face of house to center of column)**.

Front porches must be open and useable. Screened or enclosed porches that are the only outdoor covered space on the front of the house are not permitted.

The width of the porch beam shall be equal to the column diameter at the top of the column.

Porch bays shall have vertically proportioned openings between column supports. Openings between columns that are wider than tall are prohibited.

Balcony railings must be consistent in character and detail with the rest of the structure.

Cantilevered balconies must be detailed consistent to the architectural period and style. Balconies shall be visibly supported by appropriately-sized brackets and shall not exceed three feet in depth.

Appropriate materials for Porch and Balcony floors are: Wood (painted or stained), concrete (natural, stained or painted), tile, brick pavers, stone, Trex, TenduraPlank, or equal. Inappropriate materials are: Exposed aggregate concrete or stamped concrete.

Appropriate materials for Porch ceilings are: Wood (painted or stained) (4'x8' bead board is acceptable), Stucco/plaster, exposed well-detailed rafters (painted or stained). Fypon and James Hardie Details are acceptable when used properly. Inappropriate materials are: Exterior Insulation Finish system (EIFS), exterior gypsum board, lay-in exterior tile system, rough wood ceiling.

Appropriate materials for Porch and exterior balcony rails are: Wrought iron, wood (painted or stained), brick low wall, limestone or cast stone.

City of Frisco Porch Encroachment Rules (for front porch designs that are allowed to encroachment up to five feet (5') in front of building setback).

- If the lot is less than 8500 sf the porch must be a minimum of 7' x 10'.
- If the lot is more than 8500 sf the porch must be a minimum of 7' x 20'.
- The long axis of the porch must be parallel with a street.
- Porch must be 100% covered. No arbors.
- Columns must be decorative.
- Must have railings.
- Must open to two sides.
- The decorative column cannot exceed a 2:1 (length to width) ratio in size.

☛ Exterior Building Lighting

The intent of the Exterior Lighting Requirements in Newman Village is to provide additional neighborhood lighting for additional aesthetic value at night. All Front Entrances must have a minimum of two (2) lights (a combination of entry decorative down lights and Entry bracket wall mount decorative lights). All Entrance down lights, all Entrance bracket lights (Coach Lights) and all Front Entry Garage Door Areas must be controlled by Electric Eye Photoceils, and kept in working order at all times. Recessed can porch lights can be on a switch and are not required to be on a photocell. When present, Porte Cochere lights must also be on photocell with no switches.

The design and finish of all light fixtures visible from streets or common areas must match the character and architectural style of the house and is subject to approval from the ACC. The size of light fixture must be in proportion to the height and style of the house.

All fixtures must be enclosed in approved and architecturally appropriate housing. Gas lighting is acceptable. Open bulb light fixtures are unacceptable.

Appropriate materials for exterior light fixtures are: Cast iron, copper, and painted metal of a muted earth tone color or black. Inappropriate materials for exterior light fixtures are: brightly colored light fixtures or contemporary shiny fixtures, and open bulb light fixtures that are house mounted or as up lighting on the house or in the landscape.

Alley Security Lights at the Garage should be photocell/switch lights, which must have the option to be switched off by the owner.

All Front Facade up lighting and Building Down Lights (Soffit Lights) on buildings will NOT BE ALLOWED. Architectural "Features" may be illuminated by up lighting, provided the light is effectively contained by the structure, the lamps are low intensity to produce a subdued lighting effect, and no glare or light trespass is produced. No general illumination or security flood lights will be allowed on fronts of residences.

Eave mounted security or flood lights are acceptable in rear yards or in courtyards on corners, so long as they are located at the lowest eave level and do not shine directly on adjacent property. Cobra head security lights in Alleys are prohibited.

Insect lights are prohibited when viewed from the street or common areas.

Refer to Section IV (Site Design Requirements) for Landscape Lighting Goals and Guidelines.

• **Miscellaneous**

- 1) **All utility meters** are to be located on the rear of the garage or back of side elevation (out of sight when viewed from the street or adjacent lots). The supply conduit for electrical meters visible from streets shall enter the foundation beneath the final yard grade so that the electrical meter and the meter box are the only items visible. No pipes should be visible.
- 2) **All Hose Bibs and HVAC units** (package units, condensers, etc.) must be located on the courtyard side of the house on "zero lot" type lots. It is unacceptable to locate these in the adjacent neighbor's private yard.
- 3) **Only small Satellite Dish and Antennas** will be permitted to be mounted on the house or within the lot and must be located in such a way that is screened from the view of the public right of way. Satellite Dishes shall be designed to integrate with the architectural design and the preferred location is within a service yard. It is preferred that any **satellite dish or antenna** not be seen from the adjacent property. Any Satellite Dish and Antenna location shall be by the ACC approval only.
- 4) **Solar equipment** is encouraged, but should be designed to integrate with the structure. Solar designs must be approved by the ACC. Under certain circumstances free-standing panels may be allowed at the discretion of the ACC where they cannot be seen from the street.
- 5) **Where required** by code, all main residential structures, such as the primary residence, shall be sprinkled according to the **Automatic Fire Protection** section of the City of Frisco Building Code.
- 6) **All plans for remodeling or additions** to approved structures should be designed to appear as a part of the main structure or a logical extension of the architectural period and style.



Newman Village

Section 4: Site Design Requirements



NewmanVillage

☛ Introduction

This section will set the site requirements for the residences and their site amenities.

☛ Lot Grading and Drainage

The owner is encouraged to seek the assistance of a licensed Soil Engineer to examine and test the soils conditions on his lot prior to undertaking any design or construction. All grading, excavation, fill, drainage and site work required after Owner purchases his lot shall be done in accordance with plans prepared by a licensed Texas Civil Engineer and approved by the Architectural Control Committee.

Lot re-grading and/or modification of the existing graded pad should be done with care and sensitivity. Substantial modifications to the existing pad in other areas which may be detrimental to other home owners are discouraged because they may alter in a negative way the aesthetics and seriously affect the existing drainage pattern of the lot. Safe and effective handling of water runoff is also a prime concern of the Committee since it affects adjacent properties as well as the storm drain systems.

Because of this concern, site plans will be reviewed to see that drainage designs have adequately protected adjacent properties from water and erosion run-off from each lot. Each owner must show how surface run-off will be handled by means of berms, ditches and catch basins with adequate piping, or a combination of the above.

After final plan approval, each lot owner is responsible for verifying that the drainage systems are being installed per approved plans. Any deviations of the approved plans during the construction phase must be submitted to the ACC for review and approval.

Every effort shall be made to save all existing trees which are noted as saved outside of the building zone boundaries. Tree wells and other techniques may be utilized, with approval by the ACC, if existing grades can not be maintained. Individual lot grading plans as prepared by the developer's engineer may indicate previous grading, use of retaining, and/or tree wells, etc. outside the building zone(s). Building forms, outdoor decks or grading which would propose modification of existing landscaped slopes must be approved by the ACC.

☛ Automatic Irrigation System

All landscape areas shall be fully **irrigated** with an automatically controlled underground irrigation system with a water management program. Automatic irrigation is required in front yards and within the street tree and grass strip at the street.

Areas of separate maintenance responsibility shall be controlled by separate controllers and/or separate control valves.

All lawn and beds (i.e. shrub, groundcover, ornamental grasses, seasonal color) irrigation sections should have separate valves to maintain maximum watering efficiency.

Automatic Irrigation System (Continued on Next Page)

Automatic Irrigation System (Continued)

Irrigation systems shall be broken into the smallest zones possible with similar planting species and sun/shade exposures to allow for greatest management control.

The use of water conserving systems, such as individual bubblers for tree planting (on a separate valve), is encouraged.

To minimize negative visual intrusion, all automatic valves shall be installed in valve boxes and the pop-up variety of head used whenever application allows. All backflow control devices and controllers placed in shrub areas shall be screened so that they are not visible.

Underground tube watering systems (e.g. Netafin) with moisture sensors are strongly encouraged.

Plant materials used should be drought tolerant and appropriate to the North Texas region and the principles of water conservation. Native and adapted species are highly encouraged.

☛ Easements

The Developer will service each lot with underground electricity, natural gas, TV cable, and telephone. The location of these utilities within the easement should be confirmed, by the Owner or Owners Representative, in the field when a topographic survey of the lot is done.

All utility company pull boxes, transformers, etc. have been set within the easement in a manner that will accommodate future planting and grading to diminish their visual impact. They shall be leveled and graded around to provide positive drainage.

☛ Walks and Drives

All public sidewalks required for each lot will be installed by each builder to the community and City of Frisco standards.

A walkway shall be provided from public sidewalk to front door at each individual residence.

It is acceptable to provide a walkway from the public sidewalk to the back of curb at the street.

On corner lots, the builder and/or homeowner will be responsible for installing public sidewalks on both street sides and a ramp at the street corner.

Public sidewalks must be broom finished concrete in a standard design matching the sidewalks already installed by the developer. Corner ramps must be constructed per the standard design furnished by the developer.

The Architectural Control Committee shall approve all colors, patterns and materials for drives, walkways and steps. Refer to the list below.

Walks and Drives (Continued on Next Page)

Walks and Drives (Continued)

Appropriate Materials for Walks are:

- Broom Finish Concrete (Public Sidewalks Only)
- Colored or Stained Concrete
- Stamped Concrete
- Salt Finished Concrete with Brick or Stone Border
- Brick
- Stone or Slate (faux stone must have a grout joint)
- Any approved combination of the above with required approval by ACC prior to installation.
- Steps leading to the front door or porch must have risers faced with brick or stone or be of exposed brushed finish concrete. Exception: If walk to house is a material other than concrete, steps can not be exposed concrete.
- Alternate materials are permitted for secondary walkways, patios and terraces (subject to ACC approval)
- Steps with greater than three risers are required to have brick or stone cheek walls. Actual steps may be concrete if cheek walls are applied. If steps are brick or stone, cheek walls are not required.
- Any set of steps greater than five (5) feet in width must be either brick or stone.

Appropriate Materials for Drives are:

- Broom Finish Concrete (at Alley Driveways Only)
- Colored or stained concrete (on High Profile Lots by ACC approval only)
- Stamped concrete
- Salt Finish Concrete with Brick or Stone Border
- Brick
- Interlocking Pavers
- Stone or Slate
- Any approved combination of the above with required approval by ACC prior to installation.

Inappropriate Materials for Walks and Drives are:

- Exposed aggregate concrete
- Loose gravel
- Asphalt paving

Fences, Gates and Walls

General Information:

All fence, gate and screening wall styles, design, height, color and detail must be approved by the ACC prior to installation.

It is the intent of these guidelines to limit and/or minimize physical elements separating or enclosing the lots. Although fencing is not prohibited, living plant materials are preferred over inert, hard materials. Fencing will not be permitted in open space easements. Side yard property line walls should be returned to the house.

Privacy Fences (located between houses on inside lots and at the rear of houses) will be a "Community Standard" Design Fences and will have a combination of materials with wood or metal sections featuring metal newel posts.

(Refer to Exhibits "05", "06", "07", "08" & "09").

All **Iron Privacy Fences** (when allowed) "Community Standard Designed" and are required to be made with 5/8" bars topped with spears, 2"x2" posts topped with finials with the maximum fence height of 5'-0".

(Refer to Exhibits "05", "06", "07" and "08" for Details).

All **Wood Privacy Fences** (when allowed) will be "Community Standard Designed" and are required to be double-sided board on board with the maximum height of 6'-0". When the wood double-sided fences are allowed, the galvanized posts inside should be separated no more than 8'-0". **(Refer to Exhibits "05", "08" and "09" for Details).**

All "Community Standard" **Wood Privacy Fences** (double-sided board on board) at Rear and Side Yards between houses shall be stained (no natural finishes). **The approved stain color for all of the "Standard" Cedar wood fences in Newman Village will be "CEDAR NATURALTONE", Semi-Transparent, by Pittsburg Paints.** All **Decorative Wood Fences**, at Front Sidewalks and side fences on Corner Lots, shall be painted or stained (no natural finishes). Paint colors for **Decorative Wood Fences** are typically the lightest trim color of the house or white. Paint Colors for **Privacy and Decorative Iron Fences** should be painted Black.

All fence tops shall be level with grade changes stepped up and down as the grade changes.

Fence and Wall Placement and Configuration:

- Fences and Walls are not permitted within the right-of-way. All fence locations shall be approved by the ACC.
- To maintain sight lines adjacent to an alley, no privacy fence may be placed within 15'-0" of the alley paving.
- Fences and Walls may be located within the utility easement. However, if a fence or wall within the easement requires removal for utility purposes, replacement will be the homeowner's responsibility.
- All Fences, Gates and Walls **(When Facing Front and Side Streets)** must be "Community Standard Designed" Iron, which is designed to fit the architectural style of the residence and neighborhood character.
(Refer to Exhibits "05", "06", "07" and "08" for Details).

Fence and Wall Placement and Configuration (Continued on Next Page)

Fence and Wall Placement and Configuration (Continued)

- Where metal Fencing components at Front and Side Yards are adjacent to each other, and where a low fence intersects with a high fence, there must be a transition feature ("Community Standard Designed" 8"x8" Metal Newel Column). **(Refer to Exhibits "05", "06", "07" and "08" for Details).**
- The installation of fences and gates between residences should occur, **when possible**, after the completion of the adjacent house and be of a design and character that is compatible with both homes. **When not possible**, install a prominent metal newel column at property line to define the fence locations. **(Refer to Exhibit "05").**
- When using Privacy "Community Standard Designed" Iron between houses, Iron Fence then must continue "back" down the Side Property line a minimum of ten (10'-0") feet before continuing with Wood Privacy side fence material. **(Refer to Exhibit "05").**
- On Side Street Corner Lots (with Front Entry), the Privacy "Community Standard Designed" Iron Fence must continue "back" down the Rear Property line a minimum of twenty (20'-0") feet from the side Property Line, before continuing with Wood Privacy side fence material. **(Refer to Exhibit "13").**
- On Side Street Corner Lots (with Rear Entry), the Privacy "Community Standard Designed" Iron Fence be made entirely of Iron Fence and must continue all around the Side and Rear Yard and connect back to the house in the Rear. **(Refer to Exhibit "12").**

Minimum Front Fence and Gate Setbacks (Between Houses):

- The **Minimum Front Fence Setback** for Iron "Community Standard Designed" Fencing and Gates, between homes for Front Load Products from the Front Property Line will be: Forty (40) Feet for **Product Types "C"-65', and "E"-69'**. Fifty (50) feet for **Product Type "F"-74' and "G"-79'**. Fifty-Five (55) feet for **Product Types "H"-90', "J"-100', and "K"-110'**. Sixty (60) feet for **Product Type "L"-130'**. **(Refer to Exhibits "10" and "12").**
- The **Minimum Front Fence Setback** for Iron "Community Standard Designed" Fencing and Gates between homes for Rear Load Products from the Front Property Line will be: Forty (40) feet for **Product Type "D"-69' Alley**. **(Refer to Exhibits "11" and "12").**

Minimum Side Fence Setback (Houses on Corner Lots):

- The **Minimum Side Fence Setback** for Iron "Community Standard Designed" Fencing for houses (with Front Load and Rear Load Products) must be set back a minimum of **2'-0"** from **back of the Side Sidewalk**. **(Refer to Exhibits "12" and "13").**

Front Yard Decorative Fences and Walls: (Refer to Regulation Plans for proposed locations of Front Fences and Walls.)

- Front yard Decorative Fences shall be made of pickets, closed wood boards, trellis, lattice, decorative iron or combination thereof. Low Masonry Walls or Retaining Walls are acceptable. The material used for **all Masonry Walls** must be Palomino Stone (60% Chop and 40% Big Block laid in an Ashlar Pattern with Buff Mortar-laid in a flush application).

Front Yard Decorative Fences and Walls (Continued on Next Page)

Front Yard Decorative Fences and Walls (Continued)

- It is important to locate Decorative Fences or screening walls such that there is a **2'-0" landscape area** behind all public sidewalks.
- Front yard Decorative Fences cannot exceed 36" (3'-0") in height (post and piers exempted).
- For any Decorative fence or screening wall that is visible from the public right-of-way, a low landscaping material (minimum height at maturity of 24") shall be installed along the base of the fence or wall. (Refer to SECTION 5: Landscape Design Guidelines/ Sidewalk: Hedge Rows, Fences and Seasonal Color Planting, for Planting Materials).
- All low Wood Picket and Decorative Iron Fences shall be terminated with a newel post.

Gates and Garden Doors:

- "Community Standard" Design "**Iron Gates**" within Privacy Fences, that face the street between houses, will be 3'-0" wide and 5'-0" in maximum height. (**Refer to Exhibits "05", "06" and "07"**).
- "**Wood Gates**" within Privacy Fences, which are located in the rear yard, will be 3'-0" wide and 6'-0" in maximum height and designed as a board on board to match the "Standard Community" Wood Fence.
- Gates within fences and between houses shall be placed on the property of the homeowners responsible for the construction of the fence. Gates may not be placed on the property line.
- Gates across the **driveway** (either street or alley-loaded) are not permitted unless otherwise approved by the ACC.

Retaining Walls:

- Retaining Walls built in Front yards and Side or Rear Yards facing green spaces shall be addressed in the following manner: Walls that do not cross property lines shall be constructed of either Brick material that will coordinate with the residence of that particular lot **or** Palomino Stone (60% Chop and 40% Big Block laid in an Ashlar Pattern with Buff Mortar-laid in a flush application). Walls that will need to cross property lines shall also be constructed with either Brick material that will coordinate with the residence of that particular lot **or** Palomino Stone (60% Chop and 40% Big Block laid in an Ashlar Pattern with Buff Mortar-laid in a flush application). The ACC shall approve all retaining wall locations, material and detailing.

Screening Fences and Walls:

- Equipment, air conditioning compressors, service yards, storage piles, woodpiles, garbage receptacles, and similar items must be visually screened from streets, alleys, common areas and neighboring lots by solid screening walls which match the residential material (or approved landscape) and are approved by the ACC.
- HVAC units in view of a public street must be enclosed by screening hedge, fence or wall. Fences and walls shall be a minimum of 75% opacity and 6" minimum taller than the unit.
- On alley-loaded lots with a detached garage, provide a screening wall between the garage and house that extends 6'-0" above the highest finish floor elevation (FFE) of the house. The base of the wall should be the house. The wall's veneer shall match or compliment the home's architectural design.

A **Barrier Fence** is one that is built to provide privacy between courtyards on alley lots with detached garages. In these specific cases, a barrier fence will be placed between the garage and the house. The following guidelines apply to barrier fencing:

- The elevation of the top of the fence shall be a minimum of 6'-0" higher than the floor elevation of the house to which it is attached.
- All barrier fencing shall be 100% opaque.
- All barrier fencing shall be of an approved material and be compatible with the style and finish of the house to which it is attached.

Appropriate Materials for Fences, Gates and Screening Walls:

- All Front Yard Decorative Fences and Gates must be of the following materials (or an approved combination thereof):
 - Vertical wood (may be painted or stained).
 - Cast or Wrought Iron.
 - Cast Aluminum.
 - Decorative Metal (painted).
 - Stone or Brick.
- Gates in Garden walls shall be "Community Standard" Designed Metal (cast iron, wrought iron or painted cast aluminum) or Wood to match "Community Standard" Wood Walls.
- All rear fences and gates can be either of a natural material as listed above with a matte finish (heavy sheen fences shall be avoided).

Inappropriate Materials for Fences, Gates and Screening Walls:

- Chain link fencing and gates, wire fences, railroad ties, and exposed concrete masonry unit (smooth, split-faced, ribbed, etc.) fences and screening walls.
- PVC or vinyl fences in front yards.
- Hollow pickets or posts.
- Galvanized metal posts.

☛ Mailboxes

The ACC will select uniform Mailboxes and will approve all mailbox locations. The mailboxes will be purchased from Brandon Industries in McKinney. The mailbox location shall be at the front of the property along the lot line, as per the U.S. Postal code requirements. Mailboxes will be located in the street (tree/grass strip) and coordinated with the location of street trees and street lights. Single Mailboxes will be located on each lot that is 100'-0" or larger (Product Types "J", "K" and "L"). Double Mailboxes for shared lots and Single Mailboxes when the Double Mailboxes are not required will be located on lots smaller than 100'-0" (Product Types "A", "B", "C", "D", "E", "F", "G" & "H"). The location for the mailboxes for All Product Types will be provided in the Detailed Regulating Plans.

The U.S. Postal Service has determined that **Cluster Mailboxes** must be used in Phase 3 and Phase 4 within Newman Village. This will include the Homestead.

Residence Address Identification

House Postal Numbers must be visible and legible from the street fronting the property, from the alleyway and other vehicular entrances to the rear of the building.

House Postal numbers shall be placed on the principal building facade (above or to the side of the main entry door) and the rear of houses (above the garage doors) with alleyways. House Postal numbers shall **not** be placed on the fascia of the house.

The House Postal number style and design shall be in keeping with the architectural style of the home and shall be approved by the ACC. The House Postal number size shall be a minimum height of 4" tall, but no taller than 4 1/2". The preferred color of the numbers is black and may have an antique finish.

Garages and Parking

Garages can be either attached or detached from the main residence. It is acceptable to provide a covered breezeway connection between the garage and the main house.

Garages must be accessed from the alley when located with an alley for Product Types "A"-52', "B"-62', "C"-65', "D"-69' and "K"-110' Alley.

On corner lots that are not served by an alley, vehicular access is encouraged to occur from the side street to a rear facing garage.

A paved parking pad is required on each lot that will accommodate two conventional automobiles per lot (minimum size of exterior parking space: 16'-0" width by 22'-0" minimum depth measured to alley pavement). Exterior parking may be separated into individual spaces and may be located on driveways or independent spaces accessed from the alley.

All front-facing garage doors shall be a minimum height of 7'-0".

Terraces, Decks and Patios

All terraces, decks and patios, if visible from other properties must be designed to be an integral part of the architecture.

Exterior raised decks shall be located in the rear or side yards in such a way that they are not visible from the street or common areas.

Appropriate materials for exterior raised decks are: Wood, Trex, TenduraPlank, or equivalent synthetic decking material.

Ancillary Buildings

Any ancillary structures (gazebos, trellis, tool sheds, potting sheds, playhouses, etc.) must be carefully designed to maintain the architectural integrity and aesthetic continuity of the main residence in massing, scale, materials, detailing and color. Refer to the Architectural Details section of the Community Guidelines.

Ancillary Buildings (Continued on Next page)

Ancillary Buildings (Continued)

Ancillary buildings must meet and respect City of Frisco required setback criteria for side and rear yards.

Accessory structures such as play sets or dog houses may be permitted but must receive written approval of the ACC prior to installation or construction.

In some cases where space allows, certain program elements such as studios, libraries, or pool cabanas can be effectively detached from the primary structure and located in the garden as a pavilion.

Development criteria and requirements which will be considered by the ACC for approval are essentially the same as those of primary residential structures. Any ancillary structure should be located and designed to respect the views, privacy, and other aspects of the adjacent properties.

Pre-fabricated metal outbuildings are unacceptable.

☛ Service Yards and Utility Areas

Service yards are not required but, they are intended primarily for storage of trash, firewood, maintenance tools, etc. Pool, air conditioning, irrigation, and other mechanical equipment also must be located in these areas or underground. Six foot (6') high minimum masonry walls are required around service yards, if constructed. Trash storage can be located within garage.

Electric meters and panels, gas meters, sub-panels, telephone and television entrance panels, etc., must be out of sight when viewed from the street or adjacent lots.

The interior of enclosed service yards must not be visible from the street or from adjacent properties.

☛ Landscape Lighting Goals

The overall goal of the lighting design is to provide an aesthetically pleasing and usable environment that guests and residents can enjoy in the cooler evenings. Featured vistas and landmarks shall be highlighted to provide dramatic accents. The design must balance the level of security with aesthetics without providing an over lit or washed out environment.

Newman Village is a unique setting that will be enjoyed during the day and evening. We have the opportunity to create a balanced lighted atmosphere within the confines of the neighborhood itself. The purpose of this document is to provide "lighting direction without constraints". The overall goal is to provide a cohesive lighting theme throughout the entire site. Issues such as glare control, energy efficiency and long term maintenance will all be factored into the design process. Individual design cases shall be reviewed independently by the ACC.

Landscape Lighting Goals (Continued on Next Page)

Landscape Lighting Goals (Continued)

With proper lighting, the after dark effect can be sparkling, dramatic and even magical. Daylight usually illuminates all surfaces indiscriminately; however, night lighting can be orchestrated to achieve specific lighting effects. The Architect, or Designer and Landscape Architect rely on a broad vocabulary of plants and architectural materials; therefore we will provide varying lighting techniques to enhance these elements. Another design goal will be to emphasize the architecture and landscape without directing attention to the actual lighting hardware.

We prefer to use the technique of minimal street lighting and maximum landscape lighting to enhance the aesthetic quality of the site. The overall feel should mimic the historical "gas light" quality with high color rendering properties. In all cases the quality of the light shall be reviewed rather than just the quantity of light. Individual concerns such as glare will all be addressed later.

☛ Landscape Lighting Design Guidelines

The light levels shall be referenced according to the 1984 Illuminating Engineering Society of North America's Lighting Handbook. The handbook provides recommended minimum light standards and brightness ratios that should be achieved in all areas.

Refer to Section III (Building Design Requirements) for Tree and Building Lighting Requirements.

All exterior lighting for identification, pools, and landscaping shall be subdued and indirect. Nuisance lighting and/or glare must be avoided. No direct lighting of building walls, roofs or elements will be permitted. **All front exterior lighting must be on photocell (no switch).** All required lighting must come on at dusk and remain on until dawn and kept in working order at all times.

All Front Yard Trees must be lighted (except "Street Trees"). "Street Trees" are not allowed to have Tree Lights. Each Front Yard Tree that is a 5" caliper tree, or larger, must have a minimum of two (2) Approved Bulb "Up light" Landscape Illumination Fixtures per tree. Each Front Yard "Ornamental" Tree must have at least one (1) Approved Bulb "Up light" Landscape Illumination Fixture per tree.

Landscape Designs will determine the number of "Ornamental" Trees required for each house in Product Types "A"-52' and "B"-62'. The number of "Ornamental" Trees can vary from two (2) trees to six (6) trees, or more. Each tree will require one "Up Light" per tree. Therefore, allow for two (2) to six (6) Approved "Up Lights" for each house in Product Types "A"-52' and "B"-62'.

Landscape Lighting Design Guidelines (Continued on Next Page)

Landscape Lighting Design Guidelines (Continued)

All trees "required" for the front yard, per the Landscape requirements, must be "Full Cut-Off", Outdoor "Up Light" Lighting Fixtures that are fully shielded. **The approved "Up Light" Light Fixture is a Techlight #TLOM16 Low Voltage MR16-NFL Bullets (Verde Green Finish) with a SMSB mounting stake. LED "Up Light" Light Fixtures are also approved as long as they meet all other Lighting Requirements.** There must be a Landscape lighting electrical circuit connected to an electric eye photocell for all Front Yard Trees. It is our intention to limit sky brightness without sacrificing the design quality. Any element being up lighted shall be focused and controlled to minimize any spill light. The majority of landscape "Up Lights" shall fall on the trunk, structure or canopy of the trees. The majority of light can be defined as 75% of the center beam candle power falling upon the surface.

All light fixtures shall be shielded to prevent light trespass upon other properties. Pole fixtures for street, sports and parking lots (when allowed by the ACC) shall be of the cut-off variety which will direct all light down on the horizontal surfaces. Horizontal distribution lights such as wall packs and flood lights are discouraged. If allowed to be used, they must be shielded and baffled as not to be viewed from the edge of the property.

ALL Exterior Lighting fixtures must be Full Cut-Off meaning that light rays emitted by the fixture (either directly from the lamp or indirectly from the fixture) are projected below the horizontal plane passing through the lowest point on the fixture from which light is emitted. Additionally the light source shall be fully shielded and ground landscape fixtures must not be visible.

Accent landscape lighting and path lighting on the lead walk to the house is not permitted. Landscape lighting and light fixtures are not permitted along the front public sidewalk. Solar powered path lighting is not permitted.

Down lighting (or moon lighting) is preferred for "mature" trees and will be allowed as the tree is able to support the light fixtures. Approved Bullet "Down Light" (or Moon Light) "Full Cut-Off", Outdoor Lighting Fixtures that are fully shielded Mercury Vapor, (R30 or R40), when allowed.

• Miscellaneous

Game Courts or Sport Courts or other such Recreational Equipment will be permitted provided that all of the following Requirements are addressed and approved and the erected of such Recreational Equipment Must be considerate of the Adjacent Neighbors due to lighting, noise, etc. **Submission of Improvement and Landscape Plans** must address the following factors:

- The Plans, including Landscape Improvements for the proposed improvements, must address and reasonably demonstrate the improvement will be "Screened" by Acceptable Landscaping that protects the Adjacent Lots and Streets from viewing the improvement.
- The Plans must reasonably eliminate anticipated Noise and Lighting concerns associated with the type of improvement submitted and provide adequate protection against interference with Owners' use and enjoyment of adjacent Lots. In all instances, Lighting for the approved Plans shall be limited to Ground Level Fixtures.
- Basketball Goal systems shall Not be permitted to face another Adjacent Lot and must comply with any other Guideline, Rule or Standard adopted or imposed by the Association's governing documents, including the Declaration and these Guidelines.

Construction signs shall be limited to one sign maximum only naming the general contractor, his subcontractors, architect, or designer and landscape architect. Maximum allowable size for each shall be 24" x 24". A combined 48" x 48" sign is not allowed. **Refer to Contract.**

No signs, billboards or advertising structures are permitted on any lot except with the written permission of the ACC.

Temporary **construction fencing**, if requested by contractor, shall be limited to pad area only. Fencing shall be chain line 6' high with a top rail. Fence layout must be submitted and approved by ACC prior to installation.

It is the responsibility of the lot owner to provide a **pool fencing** solution that not only meets the standards set by the City and State but meets Newman Village ACC guidelines.

Free-standing **flagpoles** are unacceptable. Small flags set in brackets at the house are acceptable.

Outdoor speakers are not permitted to be mounted where visible from public streets. Flush mounted speakers are acceptable.

Cables, conduit and other such wiring may not be exposed to the public view.

Permanent Pole Mounted Basketball Goals and Permanent-Mount Backboards must be submitted for approval prior to installation. Submittal must include a brochure and the proposed location on a scaled plot plan. **Portable Basketball Systems** – While these moveable systems do not require a formal submittal, homeowners should be advised that no Portable Basketball Goal will be permitted on the front elevation of any Newman Village home. All Basketball Goals, either Permanent Pole Mounted or Mount Backboards or Portable, must meet other requirements provided by the HOA.

Section 5: Landscape Design Guidelines

☛ Introduction

These Landscape Design Guidelines shall serve as an outline for the Homeowner for private lot landscaping and maintenance requirements. Plant materials should envelop buildings and help to complete structures and outdoor rooms. Shrubs may be used as informal low walls, vines may be used to fill in walls between structural components, and trees may be used to provide scale for building masses.

☛ Existing Landscape

Some of the private lots have a Home Owner's Association (HOA) easement for common areas connecting to their property. For those lots, the Homeowner may not adjust, adapt, modify or in any way change and/or maintain the landscaping in the HOA easement unless otherwise specifically approved by the ACC and the HOA. Any questions regarding these areas of landscape should be addressed to the HOA Committee and/or the ACC.

The Homeowner is required to provide water and maintenance for the area of his property.

Existing trees on the Lot shall be preserved to the greatest extent possible. Tree planting requirements as described herein may be adjusted if the ACC finds that the planting goals have been met by preserving existing trees.

Existing trees planted by the Developer to establish the forest canopy along lot frontages shall be protected during construction. Driveways shall be designed to not conflict with existing street parkway tree plantings. A minimum distance of four (4) feet should be maintained between edge of driveway paving and trunk of existing tree(s).

Tree protection fencing is required and shall be plastic polymer safety fence, Model BX2050 Safety Grid, manufactured by the Tensar Corporation, Morrow, GA 30260, or approved equal. Color shall be high visibility orange. Stakes for fencing shall be 2" x 4" wood posts, seven feet (7') length, driven a minimum of two feet (2') into the ground. Posts shall be spaced six feet (6') o.c. surrounding trunk of tree. Tree protection shall remain in place during full course of construction.

☛ Landscape Design Guidelines

General Principles to be:

All planting shall be compatible with the general theme and character for Newman Village, especially where private residences are adjacent to the easement for common slopes. The intended character of the landscape within the front yards of each home is as follows:

- Extensive use of hedges
- Hedges and/or Decorative Fencing behind Front Sidewalks
- Layered foundation planting
- Traditional designs (non-eclectic)
- Design relates to architectural style
- Terraced front yards encouraged if grades allow

Landscape Design Guidelines (Continued on Next Page)

Landscape Design Guidelines (Continued)

At alley loaded garages, landscape screening will be required to screen the view of cars parked on parking pads from the streets that feed the alley.

Side yards and courtyards of corner lots must be enclosed with a low or privacy screen/fence. Enclosure may be in the form of a fence (3 to 6 feet height is acceptable – 5 feet is preferred), hedge, fence and hedge combination or brick, stone or cultured stone wall.

Rear yards enclosed with a 5'-0" and above screening wall or fence do not require ACC approval for rear yard landscaping or hardscape within the enclosed yard.

All air conditioning units, refuse containers, meters, sprinkler controls, etc. must be screened by evergreen landscaping or appropriate fences, walls, etc. of minimum 75% opacity subject to ACC approval.

The builder and/or lot owner for each individual lot will be required to install sod in the grass strip between the street's curb and the public sidewalk for the length of the frontage (including side streets if on a corner lot). Existing tree watering bubblers on common area irrigation system shall be maintained in operable condition.

Maintaining these standards is the responsibility of the Homeowner under the rules of the HOA.

Plant material shall be rich in texture and color but shall avoid high contrasts with surrounding vegetation. The use of traditional plant materials in front yards and side yards is preferred.

Large, specimen size trees must be planted to soften the scale of the structures, especially large blank walls and tall structured elements. Season color accents are encouraged.

Trees within lots should be clustered rather than planted in rows or with too many varieties.

Evergreen, non-deciduous plants are encouraged especially adjacent to natural open space as long as the plant material and design conforms to the overall theme and approved plant list.

🌿 Planting – General

Thematic plantings that are authentic and "period" statements to the architecture are encouraged. The compatibility and responsiveness to the neighboring lots(s) should be respected and an attempt to use "Traditional Planting" is encouraged. No one planting style shall stand above the others when viewed from the street.

🌿 Sidewalk: Hedge Rows, Fences and Seasonal Color Planting

Each house will have a distinctive identity by the use of either a Hedge Row, a Hedge Row with Seasonal Color, or Decorative Fencing with a Hedge Row or Seasonal Color along the entire inside length of the front sidewalk. A combination of any of the above items may be acceptable. This will create an inviting street presence and separation from the street and the front lawn of each house.

Sidewalk: Hedge Rows, Fences and etc. (Continued on Next Page)

Sidewalk: Hedge Rows, Fences and Seasonal Color Planting (Continued)

Seasonal Color planting shall be altered at least (2) two times a year. Seasonal Color planting can also be placed adjacent to the sidewalk.

Front Yard Fences cannot exceed 36" (3'-0") in height (post and piers exempted).

Front Yard Hedges must be well maintained. Hedges at Hedge Rows cannot exceed 30" in height.

Selections for the **required HEDGE ROW PLANTS** are:

- **Dwarf Indian Hawthorn** (evergreen-white to pale pink flowers in spring).
- **Dwarf Yaupon Holly** (evergreen-small greenish white flowers in spring).
- **Carissa Holly** (evergreen-compact; rounded, dense mound).
- **Dwarf Andorra Juniper** (evergreen-compact; vase shape, dense mound).

Refer to the Design Guidelines section for Fences, Gates, and Walls for the Front yard Decorative Fence Design Requirements. Also, refer to the Detail Regulating Plans for the recommended locations for either Hedge Rows or Fencing with Planting.

☻ Street Scene and The Use of Lawn

The use of lawn shall be carefully evaluated, important considerations are: lawn type, heavy shaded areas and slope gradient.

The implementation of a water management program that reduces the overall water use based on soil type, planting varieties, and climatic conditions through the application of sound horticultural practices including soils testing for fertilizer and visual soil moisture testing. Monthly monitoring of the controller settings for time settings is highly suggested. Species selection for increased water reduction and drought tolerance is encouraged in perimeter areas.

☻ Pre-Planted Slopes/ Erosion Control

There are several distinct slope types, of which any one or more may affect utilization of a specific lot.

HOA Common Areas – Slopes that were created as part of the "common area" grading and development. These slopes may include private lot owner's property granted by easement to HOA for maintenance.

The developer has a responsibility as part of the City of Frisco grading and permit process, to reduce soil erosion. Slope planting, walls, or gabions may be necessary in certain areas and may be installed by the developer or HOA and will be maintained by the HOA.

☛ Slopes

Common Area (Areas owned by the lot owner by with the common area easements which the HOA maintains)

If common area slopes are to be modified for any reason, (e.g., re-grading or encroachment with a retaining wall), the modification shall be submitted along with the building improvement plans and landscape plans to the ACC for evaluation. It shall be the lot owner's responsibility to process these modifications through the City along with other drawings.

☛ HOA Common Areas

(Areas owned and maintained by the HOA)

If modifications to HOA common areas are desired by the lot owners, the proposed modifications shall be submitted to the ACC for approval. Any approved changes in this slope planting or irrigations shall be made only by the landscape maintenance contractor hired by the developer or the HOA and the back-charged to the lot owner requesting the change, unless otherwise specifically approved by the ACC. Any changes proposed in grading shall be independently engineered and submitted to the ACC and HOA for approval.

☛ Erosive Soils

All erosive soils shall be fully planted and irrigated. Where a private landscaped area contains slopes with an erosive soil, the homeowner shall take special precautions to avoid over-watering that would cause erosion.

Any damage to these slopes shall be replaced under the observation and review of a soils engineer or landscape architect who is familiar with the condition.

Planting or stabilization structures in the erosive soil zones may not be changed unless approved by the HOA or the ACC.

☛ Drainage

It is important to maintain positive surface flow of storm and residual water from the private lots. When swales or underground drain pipes are used, an annual check of flow should be conducted. Failure to maintain proper drainage could result in structural damage to the soils supporting the house and to the slope supporting the house and to the slope banks.

It is also important to keep water away from all buildings to avoid structural problems, and to keep water flows from concentrating on slopes.

Trees

STREET TREES: There is a requirement by the City of Frisco to have Street Trees at 35' on center on all Streets. All Street Trees are to be 5" Caliper, Container Grown Trees. Street trees that are located in Front of the sidewalks on Newman Boulevard West, Lennox Lane and the streets surrounding the Plaza will be provided by Newman Village and will be maintained by the homeowners. All other Street trees that are required will be provided by the Builder of each lot and maintained by the homeowner. Each Street is designed to have a predetermined type of Shade Tree. The Street tree types will be determined by an exhibit from the Landscape Architects. Street Tree locations are designated on the Detailed Regulating Plans.

LANDSCAPE TREES: Additional Landscape Trees are required as follows.

- Lot Type "A"-52' and Type "B"-62' requires:
A minimum of one (1) - 5" caliper shade tree.
- Lot Type "C"-65', Type "D"-69' and Type "E"-69" requires:
A minimum of two (2) - 5" caliper shade trees.
- Lot Type "F"-74' and Type "G"-79' requires:
A minimum of three (3) - 5" caliper shade trees.
- Lot Type "H"-90', Type "J"-100', Type "K"-110' and Type "L"-130' requires:
A minimum of three (4) - 5" caliper shade trees.

In calculating required Landscape Trees, Street Tree(s) count as One Tree toward the tree calculation, (even if there are more than one Street Tree on the Property, only One Tree can be used in the required tree calculation).

The Shade Tree types to be selected are from the City of Frisco approved tree list. A minimum of one 4" tree is required in the rear yard. **Ornamental Trees may be substituted for Large Trees** at a rate of Three (3) Ornamental Trees for each Large Tree (3:1)/ subject to the Landscape Architect.

Container grown trees are strongly suggested. Absolutely no existing trees may be removed without the Architectural Control Committee's written approval. City permits are also required to remove a tree.

In certain instances, combined side yards of adjacent lots shall take care not to mass the trees. The ACC will assist in identifying these combined side yards during the pre-planning meetings to the extent possible.

Lawns

Solid Sodding of all front, back and side yard lawn areas and parkways is required.

Miscellaneous

The **street scene landscape** shall be designed to be harmonious with adjacent lots and yet thematic in its selection of plantings to the architectural style. Reinforcement and use of the plantings selected for the open space and entry theme guidelines are encouraged.

The owner shall make provisions to **tie pool back flush water into the sewer line per municipal code**. No pool lines shall be tied into the storm drain or allowed to drain on the street, creek, or natural surface drainage system.

All **mulch** installation shall be a minimum of 2" depth. Organic natural materials (pine needles, shredded pine bark, shredded hardwood, etc.) should be used as mulch. River rock, loose gravel, or shredded rubber is not acceptable as mulch. Black colored Mulch is the recommended color. Mulch topdressing should be natural in color – colorized mulches are not allowed.

At the time of planting, all **new trees** shall have a 2'-0" minimum diameter **mulch bed** surrounding the tree.

No synthetic or artificial materials shall be used for the landscaping of a residence where visible from a public street or public right-of-way.



Section 6: Design Review Process

Design and Development Process Requirements

There are **two processes** that the builder must complete in order to build a home in Newman Village. Any individual desiring to construct improvements at Newman Village should closely follow these procedures. Failure to obtain the various approvals may result in unnecessary delays and additional costs if the plans are not acceptable.

The **first process** is the Newman Village Architectural Control Committee (**ACC**) **submittal**. The ACC shall evaluate development plans and accompanying information submitted by qualified purchasers for adherence to the standards and criteria set forth in this document and such other criteria and standards as may be declared by the ACC. The ACC shall interpret these standards and criteria, provide guidance to purchasers, builders, and designers, and may approve deviations and variances where special conditions or undue hardships arise. Proposed improvements will be carefully scrutinized by the ACC to ensure the proposed design is compatible to the architectural philosophy of Newman Village. This review process must be followed for any improvements or alterations on any lot.

It must be stressed that **all evaluations of proposed designs will be subjective in nature and focused primarily on aesthetic issues**, therefore the interpretation of the guidelines will be at the discretion of the ACC.

The **second process** is the City of Frisco **permit process**. Builders have the ultimate responsibility to ensure that actual construction and ongoing practices and procedures comply with the standards and criteria set forth herein and all applicable laws.

Plan Submittal & Review Process

From preliminary design plan to final plan approval, the Architectural Control Committee shall review each submittal and respond within **15 working days** of receipt of complete package, either **approving, deferring, or disapproving** the submittal. Disapproved submissions shall be revised and resubmitted for review and approval. Approvals will be issued in writing and shall in no way relieve the purchaser of its overall responsibility and liability for the design and construction of the improvements, including, without limitation, adherence to any applicable ordinances and codes. There will not be any partial approvals allowed.

In the event that the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request the submission of additional or supplemental information.

Any owner or contractor commencing any work without prior written approvals by the ACC will not be allowed to have their subcontractors or workers enter Newman Village until compliance is made with these architectural guidelines.

Pre-Planning Conference

A pre-planning conference is an informal meeting with the Architectural Control Committee and is required for the Owner, Designer, Architect, Landscape Architect and Builder to review the development requirements and design and review process.

Discussions will include the conceptual ideas for the particular house and review any considerations regarding orientation, adjacent relationships, streetscape and site issues that may impact the actual design of the house. This meeting will also include a review of the overall site plan, building envelope, existing trees, any special design criteria and clarification of any development requirements or philosophies.

After this, the applicant may then informally submit an optional conceptual design study of the proposed house for the Committee to review. The purpose of this review is to confirm that all parties are interpreting the guidelines and development philosophies in the same way.

Conceptual Design Submittal and Review Meeting

Prepare and submit to the ACC **two (2) sets of the preliminary design sketches**. The Plans must be submitted to the ACC a minimum of **five (5) working days prior** to the scheduled Review Meeting (if required). These design sketches should adequately convey any existing site conditions and constraints, house orientation and massing, design character, adjacent relationships, and a conceptual landscape design.

These sketches must include (but not limited to):

- **Submittal Review Form**
- **Site Plan:** 1/8"=1'-0" or 1"=10'-0" or 1"=20'-0" scale drawings showing: proposed site modifications, setbacks, building footprint, drives, walls/fences, patios, decks, pools, conceptual landscaping, A/C locations and any other site amenities. Any existing trees subject to removal shall be identified.
- **Preliminary Floor Plans:** 1/8"=1'-0"
- **Preliminary Roof Plan:** 1/8"=1'-0" indicating roof pitches.
- **Preliminary Sketches of all Exterior Elevations:** 1/8"=1'-0" including wing wall designs and plate heights and indicating exterior materials, texture and colors, roof and chimney treatments, door, window, porch, patio, and screened enclosure treatments, etc. It is imperative that these drawings adequately convey the architectural style and associated detailing being proposed.
- **Preliminary Color Board** indicating exterior materials, colors, textures, etc...

The ACC encourages designers or architects to present perspective sketches and study models to help convey the preliminary design.

Conceptual Design Submit and Rev Meeting (Continued on Next Page)

Conceptual Design Submittal and Review Meeting (Continued)

The ACC shall have **fifteen (15) days** from the date of the Control Committees receipt of a complete submittal to review and comment. If the Committee fails to respond to the first request within this time period the applicant may make a **second request**. Failure to notify applicant of the Committees findings within **ten (10) days** of the Committees receipt of the **second request** shall deem the preliminary design approved. This does not assure approval of the final design submission. If required by the ACC, the Applicant will resubmit revised Preliminary Sketch Plans addressing any comments of the ACC.

If requested the ACC will meet to review its comments with the Applicant and his Designer or Architect and Builder.

Final Plan Review

Prepare and submit to the ACC **one (1) set – (Half Size Prints) - of the Final Architectural** for the proposed House. The Plans must be submitted to the ACC a minimum of **five (5) working days prior** to the scheduled Review Meeting (If required). These final plans should be the final construction documents fully describing what is to be built and must include (but not limited to):

- **Submittal Review Form**
- **Site Plan:** 1/8"=1'-0" or 1"=10'-0" scale drawings indicating proposed building "footprint", property boundaries and easements, utility locations, existing and proposed 1'-0" contours, areas of cut and fill, drainage, driveways, sidewalks, decks, service yards and equipment, easements on lot, mailbox location, walls and fencing, and any other proposed improvements. Indicate scale and north orientation.
- **Floor Plans:** 1/4" = 1'-0". Include all room dimensions, door and window locations and sizes, and location of mechanical and electrical systems.
- **Exterior Elevations:** 1/8" = 1'-0" (Minimum). Drawn at scales necessary to convey architectural design, detailing and materials. Indicate the exterior appearance of all views and label them in accordance with the Site Plan. Specify plate heights. Specify the height of chimney as compared with the ridge of the roof. Show natural and finished grade for elevations of all views. Describe all exterior materials, colors, and finishes (walls, roofs, trim, chimneys, windows, doors, etc.). The elevation drawings should indicate material textures.
- **Building Sections:** 1/8" = 1'-0" min. Indicate building walls, floors, interior relationships, finished exterior grade and any other information to clearly describe the interior/exterior relationships of the buildings.
- **Roofing Plan:** 1/8" = 1'-0" (Minimum). Indicate flat and sloped roof areas, roof decks, or porches, and how they are drained, trellis areas, skylights, and location of exterior walls and columns in relationship to roof edge.
- **Electrical Plans:** 1/4"=1'-0". Includes exterior decorative lighting and landscape lighting.

Final Plan Review (Continued on Next Page)

Final Plan Review (Continued)

- **Details:** Provide details to sufficiently represent the visual expression of the building, exposed connections, and material interfaces.
- **Specifications:** Provide written specifications and color boards where necessary for the following items:
 - Exterior wall materials and colors
 - Windows and exterior doors with color and finishes
 - Roof material and color
 - Exterior trim materials and colors
 - Fireplaces
 - Exterior lighting fixtures
 - Screened elements
 - Front walks, driveway and exterior paving materials and colors
 - Fence/wall location, materials and colors
 - Wing walls and gates
 - Trees subject to removal

Note: Approval is contingent on review of field mock-ups. Regardless of previous approvals, the ACC reserves the right to require changes to the field mock-ups if they do not meet the objectives of the guidelines.

The ACC shall have **fifteen (15) days** from the date of the Control Committees receipt of a complete submittal to review and comment. If the Committee fails to respond to the first request within this time period the applicant may make a **second request**. Failure to notify applicant of the Committees findings within **ten (10) days** of the Committees receipt of the **second request** shall deem the Final Plans approved. This does not assure approval of the final design submission. If required by the ACC, the Applicant will resubmit revised Final Plans addressing any comments of the ACC.

If required by the ACC, the Applicant will resubmit a revised Final Plan addressing any comments of the ACC.

In the event that final submittals are not approved by the ACC, the owner will follow the same procedures for a resubmission as used for original submittals.

If requested the ACC will meet to review its comments with the Applicant and his designer or architect and builder.

Plan approval does not, under any circumstances, alter the necessity for conformance with the intent of these guidelines.

Landscape Plan Review

Prepare and submit to the ACC **one (1) set – (Half Size Prints) - of the Final Landscape Plans** for the entire Site **no later than thirty (30) days Before Installation of Landscaping**. The Plans must be submitted to the ACC a minimum of **five (5) working days prior** to the scheduled Review Meeting (If required). These final plans should be the final construction documents fully describing what is to be built and must include (but not limited to):

- **Submittal Review Form**
- **Landscape Plans:** 1"=10'-0" or 1/8"=1'-0". Indicate final landscape improvements to include:
 - Location, species and caliper size of all existing trees.
 - Proposed grading plan with spot elevations at suitable contours for drainage control and rim and invert elevations for all drains and culverts. (See drainage and grading section for additional requirements.)
 - Planting Plan with location, species, and size of all existing trees as well as proposed plant materials.
 - All plant materials by common and botanical names and sizes and spacing.
 - All lawn areas with proposed sod specification, rate and stabilization technique, fertilizer type and time of applications are required for review.
 - Locate decks or patios, fences, walls, service yards, driveways, other freestanding structures, gazebos, pools, etc.
 - Locate, in detail, all outdoor lights.
 - Sections/perspectives of all the above structures which may apply to this plan include materials and colors utilized.
 - Irrigation plan submitted by license irrigator in the State of Texas.

The ACC shall have **fifteen (15) days** from the date of the Control Committees receipt of a complete submittal to review and comment. If the Committee fails to respond to the first request within this time period the applicant may make a **second request**. Failure to notify applicant of the Committees findings within **ten (10) days** of the Committees receipt of the **second request** shall deem the Landscape Plans approved. This does not assure approval of the final design submission. If required by the ACC, the Applicant will resubmit Revised Landscape Plans addressing any comments of the ACC.

If required by the ACC, the Applicant will resubmit a revised Final Plans addressing any comments of the ACC.

If requested the ACC will meet to review its comments with the Applicant and his designer or architect and builder.

Plan approval does not, under any circumstances, alter the necessity for conformance with the intent of these guidelines.

• Obtain Building Permit

The applicant shall apply for all applicable construction permits from the City and other governing agencies after receiving final plan approval for the ACC. Any adjustments to approved plans by these agencies must be resubmitted to the ACC for review and approval prior to commencing construction.

All construction shall be started within Six months of final approval and shall be completed within 24 months from start of construction.

• Changes

If any changes occur after plans and specifications have been approved by the ACC, new plans and specifications with the changes included must be submitted to the ACC for approval. **No related work may commence without written approval from the ACC.**

• Construction Review Process

The ACC will make periodic drives through the development to review all construction to ensure compliance with **Approved Final Plans**. If any discrepancies from the approved plans or items not in compliance with the CC&R's and/or design guidelines are found, the Committee will notify the builder and owner and will issue a **Notice to Comply**.

There will be three (3) specific construction observations done by the ACC which will require a scheduled meeting with the Builder/Owner on site. These observations by the ACC are in addition to the building inspections done by the City of Frisco. Other non-specific observations will be done randomly.

The three specific **Required Observations** will be:

1. **Site and Mock-up Observation** – This observation includes review of staking of the Construction Area including all corners of purposed buildings, driveways and extent of grading. In addition, flagging of all trees to be removed and/or protected will be reviewed. In addition, an on-site mock-up shall be constructed for approval by the ACC. Construct a full scale mock up utilizing either the house or a minimum 4' x 6' mock-up, that accurately conveys all proposed exterior materials, colors, (including stone material, and/ or siding) and detailing, including window, corner and trim details and/ or details of areas where one material changes to another. This observation must be completed prior to framing
2. **Framing Observation** – This observation must be done at Completion of Electrical and prior to enclose of exterior walls and roof.
3. **Final Observation** – This observation must be done at Completion of Construction and Landscape installation for Certificate of Compliance and prior to the Certificate of Occupancy issued by the City of Frisco Planning and Building Department.

At each of these observations, an Approval Notice will be issued, allowing for the continuation of Construction.

🔄 **Notice to Comply**

The builder will have ten (10) days to correct any noted discrepancies.

🔄 **Certificate of Compliance**

Before the residence may be occupied, the complete residence and landscaping must be approved by the ACC. If approved, the ACC shall issue a **Certificate of Compliance**.

The Owner will notify the Committee upon completion of all approved improvements. The ACC will make a **Final Inspection** of the property and issue a **Certificate of Compliance**. If discrepancies are found, the ACC will issue a **Notice to Comply**.



Section 7: Construction and Builder Regulations

Construction Area

Prior to the commencement of any Construction Activity the Builder will provide the ACC for its approval, with a detailed plan of the proposed construction area showing the area in which all Construction Activities will be confined, and how the remaining proportions of the Home site will be protected. This Construction Area Plan will designate the location and size of the construction material storage and parking areas, and the locations of the chemical toilet, temporary trailer/ structure, dumpster, debris storage, fire fighting equipment, utility trenching, and the limits of excavation. The Plan should clearly identify the methods for the protection of adjacent areas, such as fencing, flagging, rope, barricades or other means to be set up prior to construction. Care must be taken to avoid, or if unavoidable, minimize the visual impact of the Construction Area on neighboring lots, public areas and roads.

Access to Construction Area

Newman Village requires all Builders to comply with the following:

- Restrict access to the Construction Area only through the Newman Village construction gate.
- Identify all vehicles entering Newman Village with the Builder's name and job site.
- Enforce hours of access, speed limit and route of travel on the Newman Village system as specified by the ACC.
- Limit access to the Construction Area only on designated routes as specified by the ACC.
- Consolidate all deliveries of materials and equipment to the extent feasible.

Vehicles and Parking Areas

Only vehicles, equipment and machinery that are essential to any Construction Activity, may park within the Construction Area or such other specific area designated by the ACC so as to minimize potential damage to existing vegetation or landscape.

Storage of Materials and Equipment

All construction materials, equipment and vehicles will be stored within the fenced boundary of the ACC approved Construction Area. Equipment and machinery will be stored on-site only while needed.

Construction Activity Times

The time of construction will be limited to the period from 6:30am until 6:30pm (or City of Frisco time frames, whichever is more restrictive) Monday through Friday, and 9:00am until 5:00pm on Saturday. Construction on Sunday is not permitted. Essentially quiet activities that do not involve heavy equipment or machinery may occur at other times subject to the review and approval of the ACC. No personnel are to remain at the construction site after working hours.

☛ **Construction Trailers and/or Temporary Structures**

Any Owner or Builder who desires to bring a construction trailer or the like to Newman Village must obtain written approval from the ACC. The ACC will work closely with the Owner and/or Builder to site the trailer in the best possible location to minimize impacts to the site and to adjacent Parcels. All such facilities will be removed from the Lot prior to issuance of a Certificate of Occupancy.

Temporary living quarters for the Owner, Builder or their employees on the Lot will not be permitted.

☛ **Sanitary Facilities**

Sanitary facilities must be provided for construction personnel on-site in a location approved by the ACC. The facility must be screened from view for adjacent Residences and roads, and maintained regularly.

☛ **Debris and Trash Removal**

Contractors must clean up all trash and debris on the Construction site at the end of each day. Trash and debris must be removed from each Construction Site at least once a week and transported to an authorized disposal site. Lightweight material, packaging and other items, must be covered or weighted down to prevent wind from blowing such materials off the Construction Site. Contractors are prohibited from dumping, burying or burning trash anywhere on the Lot or in Newman Village except in areas if any, expressly designated by the ACC. During the construction period, each Construction Site must be kept neat and tidy to prevent it from becoming a public eyesore, or effecting adjacent Lots. Dirt, mud or debris resulting from activity on each Construction Site must be promptly removed from roads, open spaced and driveways, or other portions of Newman Village.

☛ **Excavation and Grading**

Blowing dust resulting from grading and construction operations must be controlled by watering. During construction, erosion must be minimized on exposed cut and/or fill slopes through proper soil stabilization, water control and re-vegetation. The Builder is responsible for the implementation of erosion control techniques. Grading operations may be suspended by the ACC during periods of heavy rains or high winds.

All topsoil disturbed by grading operations must be stockpiled and covered to minimize blowing dust within the Construction Area and reused as part of the site restoration/landscaping plans.

☛ **Tree Protection**

Every effort must be made to avoid compaction and/or disturbance within the drip line of all existing and newly planted trees located within and outside an approved Construction Area.

For information on existing Tree Protection Requirements, refer to Existing Landscaping in the Community Design Guidelines.

Damage Repair and Restoration

Damage and scarring to other property, including Open Space, adjacent Parcels, roads, driveways, and/or other Improvements will not be permitted. If any such damage occurs, it must be repaired and/or restored promptly at the expense of the person causing the damage or the Owner of the Parcel. Upon completion of construction, each Owner and Builder will be responsible for cleaning up the Construction Site and for the repair of all property that was damaged, including but not limited to restoring grades, planting shrubs and trees as approved or required by the ACC, and repair of streets, driveways, pathways, drains, culvers, ditches, signs, lighting and fencing. Any property repair costs as mentioned above, incurred by the ACC or The Home Owners Association will be taken out of the Construction Deposit or billed to the Owner.

No Pets

Construction personnel are prohibited from bringing pets, particularly dogs, into Newman Village.

Security

Security precautions at the Construction Site may include temporary fencing approved by the ACC. Security lights, audible alarms and guard animals will not be permitted.

Noise

Builder will make every effort to keep noise to a minimum. Radios will not be allowed in order to minimize disturbance to neighbors.

Construction Signs and Construction Fencing

Refer to Section 4: Site Design Requirements – Miscellaneous.

Appendices

Approved Material Selections

Brick Selections

Brick selections - Sample must be submitted to the ACC. Please remember that approval for a brick on one house does not grant approval for use of that brick on any other home.

Brick and Stone selections are subject to meet the Street Scape Guidelines for the Repetition (Repeat Rules).

Due to variations in brick colors from batch to batch the ACC will be requiring a minimum 3'-0" x 3'-0" mortared sample for review on each house.

Queen and Modular brick sizes are preferred, but some sizes limited to king selections will be approved. No Mexican or Concrete Bricks.

Brick Selections and Manufactures change over time, therefore All Brick Selections Must be approved by the Newman Village ACC.

Blanco or White Brick and/or Stone is NOT Allowed.

Acme Brick

Summer Mesa	Old Towne	Old Dominion	Hickory Creek
Alton Bridge	Cypress Bayou	Prairie Land	St. Andrews
Chisolm Trail	Rustic Creek	Fall Creek	Brenner Pass
Cuero Springs	Aubrey Falls	Lancaster	Shenandoah

Boral Brick

Castlebrook	Laredo	Sierra Blend	Woodward Blend
Bandera	Macquire	Concord	Autumn Rose
Wellington	Oxford Red	Old Overton	French Quarter
Mt. Vernon	Monticello	Kimberly	Georgetown
Mesa Blend	Rustic River	Chisholm Trail	Western Sunset
Copper Canyon	Union Station	Browns Mill	

Metro Brick

Addison Antique King	Texas Antique (mixed new and Antique)		
Regland Orleans Q	Old South Antique (mixed new and Antique)		
Regland Montrose	Regland Tensaw	Regland Cotton Row Q	

Brick Selections (Continued on Next Page)

Brick Selections (Continued)

Packer Brick

CBC Camelot	CBC Cromwell	CBC Lexington
CBC Covington	CBC Old Colonial	CBC Commercial Antique
CBC Everwood	CBC Dover	Chicago Antiques
Jenkins St. Charles	Jenkins Myrtlewood QS	Mangum Charlerton Small King
Hanson Ole Country	Hanson Brownstone	Mangum Heritage Small King
Hanson Cajun French	Hanson Cajun Bayou	Louisville Old Birmingham QQS
Hanson Ole Chicaddo	Hanson Santa Fe Trail	Interstate Old Baltimore
Hanson Laramie	Hanson Old Red River	Hanson Fireside
Hanson Encalve	Hanson Saratoga	Hanson Brookshire
Hanson Bellterra	Hanson Sheridan	Hanson Bellamy
Hanson Carrington	Snyder Lexington	Snyder Olde Tuscan
Snyder French Quarter	Snyder Stonewall	

Western Brick

(GS = General Shale)

GS Barnsley Tudor	GS Berrywood	GS Carrington Tudor
GS Cambridge	GS Callaway Tudor	GS Brighton Tudor
GS Cherry Hill Tudor	GS Glenmore Heritage	GS Jefferson-Wade Tudor
GS Kennedy Heritage	GS Laurel Bay Heritage	GS Old Louisville Tudor
GS Preservation Red	GS Sierra Regent	GS Spalding Tudor
GS Telford Tudor	GS White Rose Tudor	

☛ Natural Stone Selections

Natural Stone selections - Sample must be submitted to the ACC.

Grandbury	Western Gray	Oklahoma
Millsap Stone	Coral Crème	Tumbleweed Tan
Lueders Ruff Back Stone	Limestone (No Blanco or White Limestone)	

Other Stone selections must be approved by the ACC.

Other Stone Options will need to have a mortar sample at the job site for approval.

Blanco or white Stone is NOT Allowed.

☛ Window Manufacturers

Note:

- **All front and visible windows (from street or common area) must be windows with divided lights.**
- **All visible windows in a brick facade must have a Cast stone or shaped brick surround.**
- **All rear visible windows may be aluminum or vinyl, but must have a 1½" minimum brick mould frame.**
- **All windows must have 6" of masonry or congruent wall material above all windows.**

Marvin Windows

Kolbe and Kolbe Windows

Pelia Windows

Lincoln Windows

Weathershield Windows

Anderson Windows

H-R vinyl Windows with SDL

General Aluminum

Showcase vinyl Windows

☛ Paint Selections

Paint selections - Sample must be submitted to the ACC.

Muted neutral earth tone colors. Vivid Bright Colors are Not Allowed.

☛ Roof Selections

Roof selections - Sample must be submitted to the ACC.

Weather wood composition shingle

Antique Slate blend composition shingles

Slate, clay tile, and artificial tiles will be reviewed on a case by case basis.

Approved Plant Lists

🌳 Trees (Approved by City of Frisco)

Refer to the City of Frisco "Landscape Pattern Book" for a Complete List of Approved Shade Trees, Ornamental Trees, Evergreen Screen, Shrubs, Growncover/Vines, Perennials and Grass-Sedges-Turf.

Palm Trees are NOT Allowed to be installed in areas visible from the street or common/preserved areas. Palm Trees (where allowed) must Not be able to grow to heights above Wood Fences and must Not be visible from adjacent Neighbor's property.

COMMON NAME:

American Smoke Tree	Yaupon Holly	Foster Holly
Bald Cypress	Wax Myrtle	Lacey Oak
Washington Hawthorn	Goldenball Lead Tree	Rusty Backhaw Viburnum
Burr Oak	Texas Redbud	Bosque Lacebark Elm
Caddo Maple	Texas Red Oak	Lacebark Elm
Texas Persimmon	Flameleaf Sumac	Shantung Maple
Carolina Buckthorn	Texas Buckeye	Live Oak
Cedar Elm	Goldenrain Tree	Eve's Necklace
Texas Ash	Bigelow Oak	Mexican Buckeye
Durand Oak	Southern Magnolia	Nellie R. Stevens Holly
Chinese Pistache	Gallery Pear	Mexican Plum
Chinquapin Oak	Eastern Red Cedar	Leather Leaf Mahonia
Black Locust	Roughleaf Dogwood	Mondell Pine
Common Persimmon	Possumhaw	Desert Willow
Bigtooth Maple	Arizona Cypress	Burford Holly
Crape Myrtle	Pecan	Dwarf Southern Magnolia (i.e. Little Gem)

🌳 Trees (Allowed)

COMMON NAME:

Austrian Pine	Chalk Maple	Cherry Laurel
Western Soapberry	Leyland Cypress	Oklahoma Redbud
Japanese Maple	Flowering Peach	Purpleleaf Plum
Chitalpa	Sweetgum	Star Magnolia
Crabapple	Shumard Red Oak	Eldarica Pineia
Mexican Redbud	Ginkgo	Prairie Flameleaf Sumac

☞ Shrubs (Approved by City of Frisco)

COMMON NAME:

American Beautyberry	Agarito	Twisted Leaf Yucca
Flame Anisacanthus	Black De Lea	Damianita
Apache Plume	Desert Spoon	Bradford Holly
Aromatic Sumac	Soft Leaf Yucca	Texas Kidneywood
Red Yucca	India Hawthorn	Glossy Abelia

☞ Shrubs (Allowed)

COMMON NAME:

Nandina	Holly	White Honeysuckle Bush
Aucuba	Wax Myrtle	Japanese Fatsia
Azaleas	Smokebush	Juniper
Camellia	Viburnum	Japanese Barberry
Chinese Photinia	Texas Ranger	Littleleaf Boxwood
Cleyera	Texas Barberry	Indigobush Amorpha
Cotoneaster	St. John's Wort	Mahonia
Crape Myrtle	Spirea	Fraser's Photinia
Dwarf Wax Myrtle	Podocarpus	Mountain Sage
Forsythia	Smooth Sumac	Japanese Ligustrum
Flowering Quince		

☞ Shrubs (Required HEDGE ROW Plants)

COMMON NAME:

Dwarf Indian Hawthorn	(evergreen-white to pale pink flowers in spring).
Dwarf Yaupon Holly	(evergreen-small greenish white flowers in spring).
Carissa Holly	(evergreen-compact; rounded, dense mound).
Dwarf Andorra Juniper	(evergreen-compact; vase shape, dense mound).

☞ Grass/Turf (Approved by City of Frisco)

COMMON NAME:

Big Blue Stem	Little Blue Stem	Prairie Dropseed
Blue GRama	Lometa Indian Grass	Prairie Wild Rye
Bermuda Grass	Seep Muhly	Switch Grass
Sideoats Grama	Eastern Grama Grass	Green Sprangletop
Buffalo Grass	Deer Muhly	Linderheimer Muhly

☞ Grass/Turf (Allowed)

COMMON NAME:

Tall Fescue	Maidengrass	Alamo Switch Grass
Brushy Bluestem	Muhly Grass	Common Bermuda Grass
Splitbeard Bluestem	St. Augustine Grass	Emerald Zoysia
Fountain Grass	Deer Grass	Tif Bermuda

☼ Ground Covers/Vines (Approved by City of Frisco)

COMMON NAME:

Ajuga	Liriope	Trumpet Vine
Crossvine	Coral Honeysuckle	Frog Fruit
Horseherb	Pigeonberry	Snake Herb
Water Clover	Wooly Stemodia	Wood Violet

☼ Ground Covers/Vines (Allowed)

COMMON NAME:

English Ivy	Sedum	Spring Cinquefoil
Coralberry	Moneywort	Rosemary
Purple Wintercreeper	Pschysandra	Mondo Grass
Blue Glaucagrass	Asian Jasmine	Chinese Wisteria
Boston Ivy	Potentilla	Fig Ivy
Lilyturf	Ophiopogon	Bigleaf Periwinkle
Dwarf Periwinkle	Creeping Lilyturf	Creeping Fig
Mountainrose Coralvine	Cypress Vine	Virginia Creeper
Confederate Jessamine	Lady Bank's Rose	Climbing Prairie Rose
Carolina Jessamine	Fatshedera	Sweet Autumn Clematis

☼ Annuals/Perennials

All Annuals and Perennials as listed in J. Howard Garrett's "Plants of the Metroplex III", copyright 1994.

☼ Wildflowers

COMMON NAME:

Texas Paintbrush	Lemon Mint	Scarlet Flax
Ox-Eyed Daisy	Showy Primrose	Johnny Jump-Up
Plains Coreopsis	Drummond Phlox	Indian Blanket
Lanceleaf Coreopsis	Mexican Hat	Moss Verbena
Cornflower	Black-Eyed Susan	Purple Coneflower

Prohibited Plants

Unacceptable plant material includes but is not limited to the following for the front yards and common areas. For a complete list of Prohibited Trees, refer to the City of Frisco "Landscape Pattern Book".

Trees (Prohibited)

COMMON NAME:

Silver Maple	poorly adapted, diseases, invasive roots
Box Elder	diseases, insects, invasive roots
Mimosa	diseases, messy, invasive roots, poorly adapted
Catalpa	diseases, messy, invasive roots
Hackberry	diseases, messy, weak wood, invasive roots
Arizona Ash	diseases, weak wood, invasive roots
Honey Locust	diseases, weak wood, invasive roots, messy
Chinaberry	diseases, messy, weak wood, invasive roots
Cottonwood	diseases, messy, weak wood, invasive roots, short life span
Willows	diseases, messy, weak wood, invasive roots, short life span, poorly adapted
American Elm	diseases, invasive roots
Bois d'arc	large messy fruit
Slash Pine	
Mulberry	
Chinese Tallow	
Lombardy Poplar	
Bradford Pear	weak branching structure susceptible to damage

Palm Trees are prohibited

Ornamental Trees (Prohibited)

COMMON NAME:

Loquat	Bradford Pear	Althea
Arborvitae	Sumac	

☼ **Shrubs (Prohibited)**

COMMON NAME:

Bamboo	All Cacti	Wax Ligustrum
Euonomous	Yucca	Pampass Grass
Pittosporum		

☼ **Groundcover and Vines (Prohibited)**

COMMON NAME:

Honeysuckle (Common)

☼ **Grasses (Prohibited)**

COMMON NAME:

Indian Sea Oats

Governing Regulations

All proposed Improvements shall comply with the following:

- This Guideline document;
- The Declaration of Covenants, Conditions and Restrictions for Newman Village;
- All applicable Federal State and/or local Town of Frisco Ordinances, Regulations and/or Codes;
- The Unified Development Code for Frisco and any other applicable codes of Frisco; and
- All applicable Local, State and Federal Codes and Regulations.

Terms and Definitions

Unless the context otherwise specifies or requires, the following words or phrases when used in these Design Guidelines shall have the following meanings.

Access Drive:

Primary vehicular entry into individual parcels.

Accessory Structure:

Any structure detached from the main Residence a minimum of ten (10) feet.

Ancillary Building:

An outbuilding that shares ownership with a Principal Building. Ancillary buildings include garages and carriage houses and may or may not be connected to the Principal Building.

Alley Enclosure Garage:

A corner lot in which the garage encloses the alley. The garage should be pulled as close to the corner as possible to visually decrease the width of the alley. Parking pad may be moved to a side-saddle position if feasible. Alley entrance must be visually constricted with effective elements.

Alley Setback:

The minimum distance from the alley property line that any permanent construction can be built.

Applicant:

A legal Owner of a Lot. This may be the homebuilder still holding title of a lot or the future owner following closing.

Architect:

A person licensed to practice architecture or landscape architecture in the State of Texas.

Architectural Guidelines:

The document which sets forth policies and procedures of the Architectural Control Committee (ACC) and establishes criteria, guidelines, rules, regulations and restrictions for new and modifications to existing houses.

Association:

The Newman Village Homeowners Association, a Texas non-profit corporation, the members of which shall be the Owners of Parcels within Newman Village, their successors and assigns.

Balconies:

Exterior spaces above the ground that are accessed from a private unit.

Balustrade:

An entire railing system (as along the edge of a balcony) including a top rail and its balusters, and sometimes a bottom rail.

Bay:

A part of a structure, as a building, that is marked off by vertical elements: a bay window, a recess or opening in a wall, an extension of a building-wing.

Bay Window:

A recess or opening in a wall: an extension of a building wing.

Block:

Those houses sharing a common street frontage between cross streets.

Board:

The term "Board" shall mean the Board of Directors of the Homeowners Association, its governing body.

Brick Fence:

Indicates that a low brick perimeter fence is required on a lot.

Buffer:

Landscaped open space that usually separates an active use from a passive use.

Buildable Depth:

The distance between the front and rear setbacks, within which the primary mass of a house may be located.

Buildable Lot Width:

The maximum width of a building on a given lot, determined by subtracting the side setbacks from the lot width.

Builder:

A person or entity engaged by an Owner for the purposes of constructing any Improvement within Newman Village. The Builder and Owner may be the same person or entity.

Building Coverage:

The total area of a Lot covered by building(s) measured from the outside of all exterior walls at ground level, it includes all exterior stairways, covered parking and walkway areas. It does not include roof overhangs, uncovered walkways, usable areas and above-grade decks.

Building Height:

Building Height is defined as the vertical distance from existing or proposed grade (whichever is most restrictive) to the midpoint of the highest sloping roof above.

Build-to-Line:

An indication of the front, rear, and side build-to- lines which define the building envelope.

Caliper:

Diameter of a tree trunk measured 6 inches from the ground.

Carport:

A covered, unenclosed parking area.

Category:

A term referencing broad architectural design fundamentals and movements, e.g., Craftsman is a category of design composed of related styles such as the Arts and Crafts, the Bungalow style and Prairie. The styles share a genre of elements such as roof forms, massing, materials or details.

Chamfered:

A right-angle corner cut off symmetrically at 45 degrees.

Clapboard Siding:

A siding commonly used as an exterior covering on a building of frame construction; applied horizontally and overlapped, with the grain running lengthwise; thicker along the lower edge than along the upper.

Commencement of Construction:

The actual start of construction. This commencement shall not take place until all final builder plans for such construction have been approved by the A.C.C. and a Frisco Building Permit has been issued for the construction of improvements.

Common Area:

All the property owned and maintained by the Newman Village Home Owner's Association and which is intended to be devoted to the common use and enjoyment of the home owners of Newman Village.

Community Open Space:

Landscaped open space shared by the residents.

Completion of Construction:

The date a house is complete, including installation of all landscaping, as evidenced by receipt of a Certificate of Occupancy from the City of Frisco and completion of improvements in accordance with the Design Documents approved by the A.C.C.

Construction Activity:

Any site disturbance, construction, addition or alteration of any building, landscaping or any other Improvement on any Construction Site.

Construction Barrier Fencing:

Fencing intended to protect sensitive areas and vegetation during construction.

Construction Deposit:

The deposit that is required to be delivered to the ACC prior to commencing a Construction Activity.

Construction Site:

A site upon which Construction Activity takes place.

Construction Vehicle:

Any car, truck, tractor, trailer or other vehicle used to perform any part of a Construction Activity or to transport equipment, supplies or workers to a Construction Site.

Cornice:

An ornamental molding at the meeting of the roof and wall; usually consists of bed molding, soffit, fascia and crown molding.

Circular Driveway:

Indicates an optional circular driveway.

Critical Alignment:

A specific building-to-building alignment requiring an additional level of attention to building placement in order to block undesirable views or maintain the appearance of a continuous building facade.

Custom Lot:

A lot that does not adhere to typical rectangular dimensions. Custom lots may be larger or smaller than typical lots and may require a custom building footprint.

Design Guidelines and Regulations (Guidelines):

The architectural, design and construction regulations, restrictions and review procedures adopted and enforced by the ACC as set forth in this document and as amended from time to time by the ACC.

Detailed Regulating Plan (DRP):

A highly-detailed map of a given block, section, or phase of a community. The purpose of the DRP is to communicate specific requirements of each individual lot to builders, architects, designers, landscape architects and homeowners.

Distance Between Buildings:

The closest distance between the side elevations of adjacent buildings.

Dormers:

A structure projecting from a sloping roof usually housing a window or ventilating louver.

Drip Line:

Outermost extent of a tree's canopy.

Driveway Location:

Indicates (without dimensions) approximate required location of driveway entrance.

Eave:

Roof overhang that extends beyond exterior wall.

Elevation:

Any exterior building wall not facing frontage.

Elevation with Required Symmetry:

A facade or elevation requiring architectural symmetry.

Elevation with Vertical Element Required:

A facade or elevation requiring a vertical architectural element such as a tower or a turner.

Encroachment:

A portion of a building permitted to extend into a setback.

Excavation:

Any disturbance of the surface of the land (except to the extent reasonably necessary for planting of approved vegetation), including any trenching that results in the removal of earth, rock or other substance from a depth of more than 12 inches below the natural surface of the land or any grading of the surface.

Facade:

An exterior building wall which faces a frontage line.

Fence:

Indicates that a perimeter fence is required on a lot. Fence material (wood or metal) is typically noted.

Flip Lot:

A lot in which the courtyard faces the opposite direction of the adjacent lots.

Fill:

Any addition of earth, rock, or other materials to the surface of the land, which increases the natural elevation of such surface.

Final Map:

The recorded final Subdivision map or Parcel map for any portion of Newman Village.

Finished Square Footage:

The air conditioned finished space of a house as measured from the finished exterior walls. Openings in floors are not included in the calculations. The area of stair treads and landings, proceeding to the floor below, are included for the floor from which the stairs descend. Garages, covered terraces, porches, entries and other non-conditioned areas are not included in calculations.

Flip Lot:

A lot in which the courtyard faces the opposite direction of the adjacent lots.

Front Facade:

All facades that are visible from public areas. It includes the Main Body, Side wings, and porches.

Front Setback:

The distance between the right-of-way and the primary building facade.

Front Yard:

The area between the Front Property Line and the minimum Front Facade setback.

Front Yard Fence:

Indicates that a perimeter fence is required on a lot. Fence material (wood or metal) is typically noted. Symbol may vary depending on fence type and material.

Front Yard Wall:

A low brick or stone wall of a style and material approved by the Architectural Control Committee.

Frontage Line:

A lot line that coincides with a right-of-way or a public space.

Gable:

The vertical triangular portion of the end of a building having a double-sloping roof, from the level of the cornice or eaves to the ridge of the roof.

Gabled Roof:

A roof having a gable at one or both ends.

Garage:

An enclosed, covered parking area that may or may not be attached to a Primary Building.

Garage Rear Setback:

The distance between the rear lot line and the back of the garage.

Garage Side Setback:

The distance between the lot line and the side of a detached garage.

Handicap Ramp:

A required handicap-accessible ramp at an alley or street corner.

Hedge:

Indicates that a low perimeter hedge is required on a lot.

High Profile Lot:

A lot requiring a higher level of design because of its prominent location within the community.

High Profile Terminus Lot:

A lot requiring a higher level of design because of its prominent location at the termination of a vista.

Hipped Roof:

A roof which slopes upward from all four sides of a building.

Home Site Diagram:

The term Home Site Diagram shall refer to the individual site plans for each Parcel provided to the Owner. Each Home Site Diagram specifies Building Setback Line, the Improvement Envelope and Public Zone Areas, and any special restrictions pertinent to the Parcel's development as recorded with the County of Denton, together with any additional factors that the ACC may consider to be pertinent.

Homeowner:

See definition for Owner.

Impervious Surface Area:

Incapable of being penetrated by water.

Improvement Envelope:

That portion of any Parcel within which the construction of buildings and/or accessory and appurtenant structures are located.

Improvement(s):

Means all buildings, parking areas, loading areas, fences, walls, plantings, lighting, poles, driveways, roads, lakes, ponds, pools, trails, gates, signs, changes in any exterior color or shape, excavation and all other site work, including, without limitation, grading, road construction, utility Improvements, removal of trees or plantings, and any new exterior construction or exterior Improvement which may not be included in the foregoing "Improvement(s)" does not include turf, shrub, or tree repair or replacement of a magnitude which does not change exterior colors to exterior appearance. "Improvements" does include both original Improvements and all later changes and Improvements.

Interior Lot:

A lot that has adjacency to only one right-of-way.

Landscape Guidelines:

The document which sets forth policies and procedures of the Architectural Control Committee and establishes criteria, guidelines, rules, regulations and restrictions for landscape and hardscape.

Light:

An aperture through which daylight is admitted to the interior of a building. A pane of glass, a window, or a compartment of a window.

Lead Walk:

Indicates (without dimensions) approximate required location of lead walk entrance. Lead walk connects public sidewalk to private main entrance.

Lot:

Means a parcel of land designated as a Lot on any Plat of the Property or of any Expansion Property which the Declarant makes subject to this Declaration, or a condominium unit located on the Property or any Expansion Property which the Declarant makes subject to this Declaration. Each individual condominium unit within a condominium shall be considered a separate Lot. The streets, Roads, and Private Open Spaces on any Platt shall not be considered to be separate Lots.

Lot Configuration:

The physical arrangement of buildings on a lot.

Lot Depth:

The depth of a lot, from right-of-way to rear property line.

Lot Patterns:

The section of these guidelines that defines specific lot requirements and land planning principals critical to the success of the community.

Lot Width:

The entire width of a lot, from property line to property line. This is the factor by which different product types in the Community Guidelines are organized.

Mailbox:

Indicates (without dimensions) approximate location of mailbox in alley or on street.

Main Body:

The largest part of the front facade. It includes the front door of the house but does not include the porch.

Massing:

An architectural term referring to the organizing and assembling of several volumetric masses (architectural building components) to compose a unified composition. Different styles utilize different components to achieve the overall massing typified by that style.

Maximum Buildable Area:

The portion of a Lot which excludes the building setbacks and upon which the house and any accessory structures may be constructed.

Maximum Floor Area:

The sum of horizontal areas of all floors of a building measured from the outside of all exterior walls.

Maximum Front Facade Setback:

The maximum distance from the property line to the front facade of the house.

Minimum Floor Area:

Minimum floor Area shall be 3,000 square feet (floor area is defined the same as in Maximum Floor Area, above).

Minimum Front Facade Setback:

The minimum distance from the front property line to the front facade of the house.

Minimum Side Street Setback:

For corner lots, the minimum distance from the side street property line to any part of the house or ancillary structure can be placed.

Mullion:

A vertical framing element (minimum 4 inches wide) that separates and supports windows, door or panels set in a series.

Muntin:

A secondary framing member to hold panes within a window, window wall or glazes door.

Open Eaves:

Eaves with exposed roof rafter tails or soffit eaves with outriggers (the projection – actual or applied – of attic floor joists).

Orthogonal:

Perpendicular to or at right angles. Typically used to reference a building's relationship to a street, property line or other significant geographical element.

Owner:

See definition contained in the CC&R's.

Parking Pad:

A paved area that is the typical solution to exterior parking space requirements.

Pervious:

Surface condition which permits water to flow into the ground.

Piers:

A lot or open space that requires landscape piers in one or more locations. Piers are typically located at the front walk, but may also be required at lot corner.

Porch:

A gallery for circulation that is attached to the main building, roofed, and open on at least two sides. Porches may be two stories high and may include two floors.

Primary Building:

The main building on a lot, typically near the frontage.

Privacy Wall or Fence:

Indicates that a screening wall or fence is required, typically around a courtyard or between houses.

Product Type:

An indication of the product type used on each individual lot.

Public Open Space:

A planned or existing open space not designated as a building lot.

Private Open Space:

Means any real property in which the Association owns an interest for the common use, benefit and enjoyment of some or all of the Members and such other persons as may be permitted to use the Private Open Space under the terms of the CC&R's or any contract with the Association. Such interest owned by the Association may include without limitation, estates in fee, estates for terms of years, or easements.

Public Zone:

Those areas of the Lot that are visible from public viewing areas such as the golf course, open space, Common Areas and/or streets.

Rear Setback:

The distance between the rear lot line and the closest building on the lot.

Rear Yard Building:

A building that occupies the full frontage, leaving the rear of the lot as the sole yard.

Recommended Garage Location:

A garage placed in a specific location in order to maintain alignment with an adjacent structure, block undesirable views, or otherwise preserve the traditional urban integrity of the community.

Retaining Wall:

Indicates that a retaining wall is likely to be required in a specific location.

Residence:

The Building or Buildings, including any garage, or other Accessory Building, used for residential purposes constructed on a Parcel, and any Improvements constructed in connection therewith.

Right-of-Way:

Legal boundaries of the width of streets, includes vehicular and pedestrian access and tree planting strips.

Service Lane:

See definition for Alley.

Shared Driveway:

Indicates a required shared driveway between two lots.

Side Porch:

Porches attached to the side of the Main Body and not in the front yard. Side Porches may be enclosed with glass or screening material.

Side Street Façade:

All façades are visible from the side street, side alley, or pedestrian way. It may include the side of the Main Body, Side Wings, porches, wings, fences and garages.

Side Street yard:

The area between the side street property line and the Side Street Minimum Setback.

Side Yard Building:

A building that occupies one side of the lot with the setback to the other side.

Side Yard Setback:

The minimum distance from the side property line adjacent to another lot to any part of the house or ancillary structure.

Special Side Elevation:

A building elevation subject to increased visibility, and therefore requiring a higher level of architectural design.

Special Side Elevation with Balanced Fenestration:

A Special Side Elevation requiring additional attention to the arrangement of windows and doors.

Special Side Elevation as Second Façade:

A Special Side Elevation requiring to be treated as a secondary façade (primary street-facing elevation).

Spice Lot:

A lot requiring an architectural style not widely found in the community. Specific architectural style may or may not be required. Spice lots are provided to add interest to the neighborhood.

Stoop:

A small platform and/or entrance stairway at the house door.

Story Requirement:

A building with a minimum height requirement (typically two stories). This condition may apply to the main building or the garage.

Story:

That portion of any building (including garage) included between the surface of any floor and the surface of the floor above it, or if there is no floor above, then the space between the floor and the ceiling above it. Any portion of a Story exceeding 20 feet height shall be considered as an additional Story for each 20 feet fraction thereof. If the finished floor level directly above a basement or cellar is more than six feet above grade, such basement or cellar shall be considered a Story.

Style:

One of the distinctive families of architectural design contained within a Category, e.g. Arts & Crafts, Bungalow and Prairie are individual styles within the Craftsman Category.

Thoroughfare:

A means of vehicular and/or pedestrian travel.

Transect:

A cross-sectional system of classification of environments. All elements of the built environment are arranged in order from most rural to most urban.

Transoms:

A small window above another window or a door (fixed or operable).

Unfinished Area:

Portions of a house that are not air conditioned. These may be enclosed or open, but covered by a roof.

Veneer:

Exterior surface material of a building.

Walkway by _____:

Indicates whether the public sidewalk within the right-of-way is the responsibility of the builder or the developer.

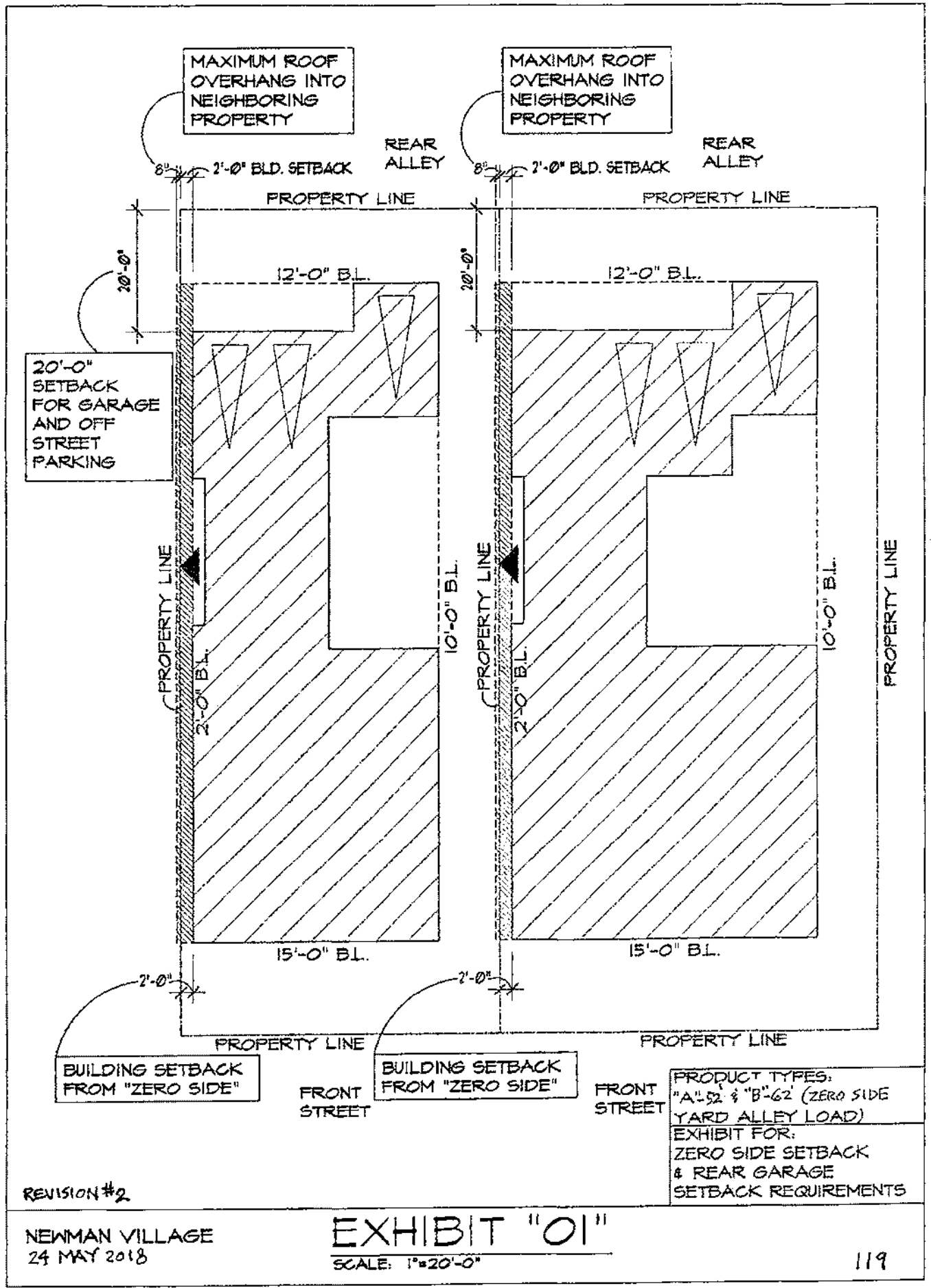
Wall with Fence:

Indicates that a low perimeter wall with fence on top is required on a lot.

Water:

A planned or existing body of water.

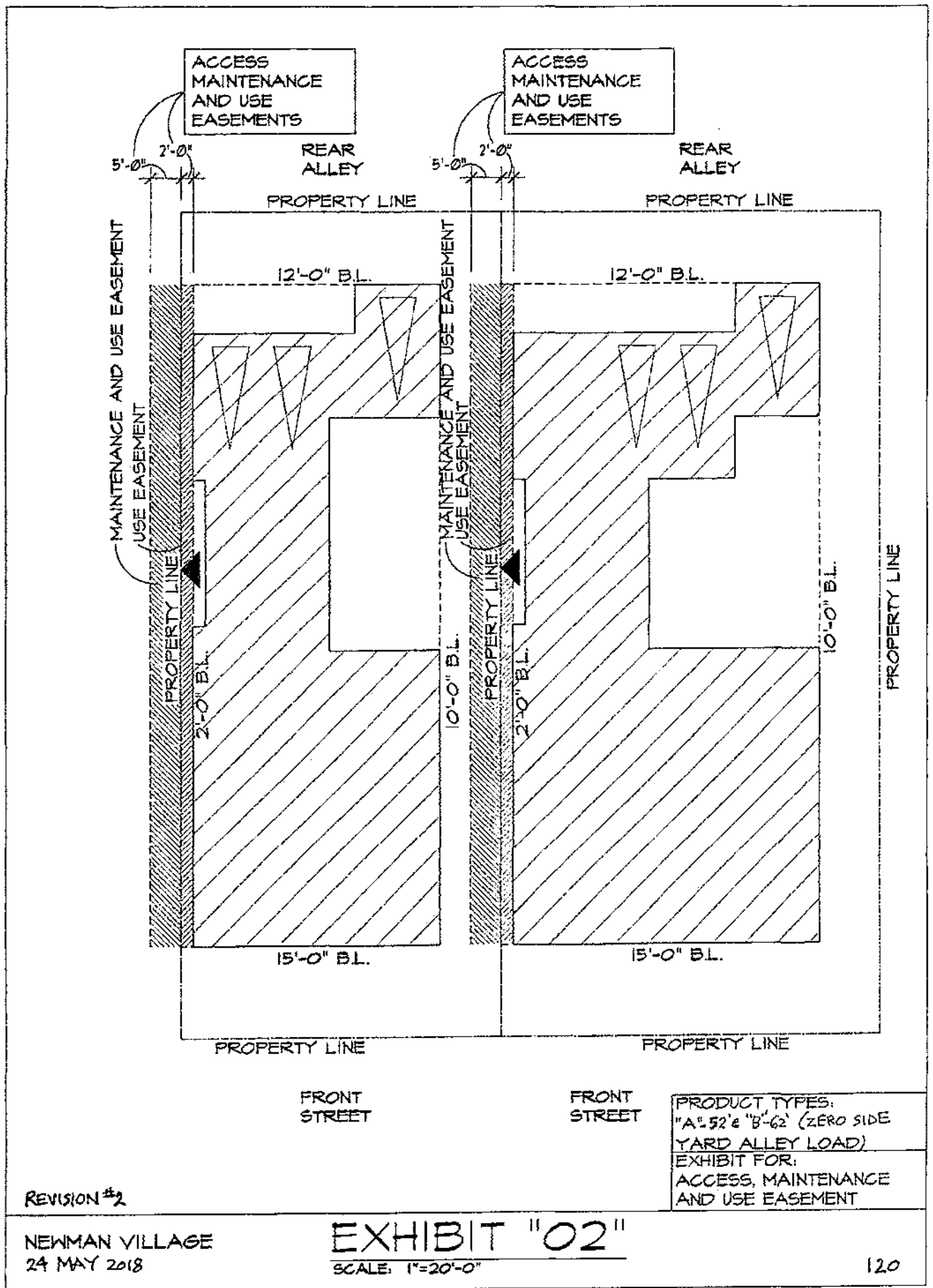
Exhibits

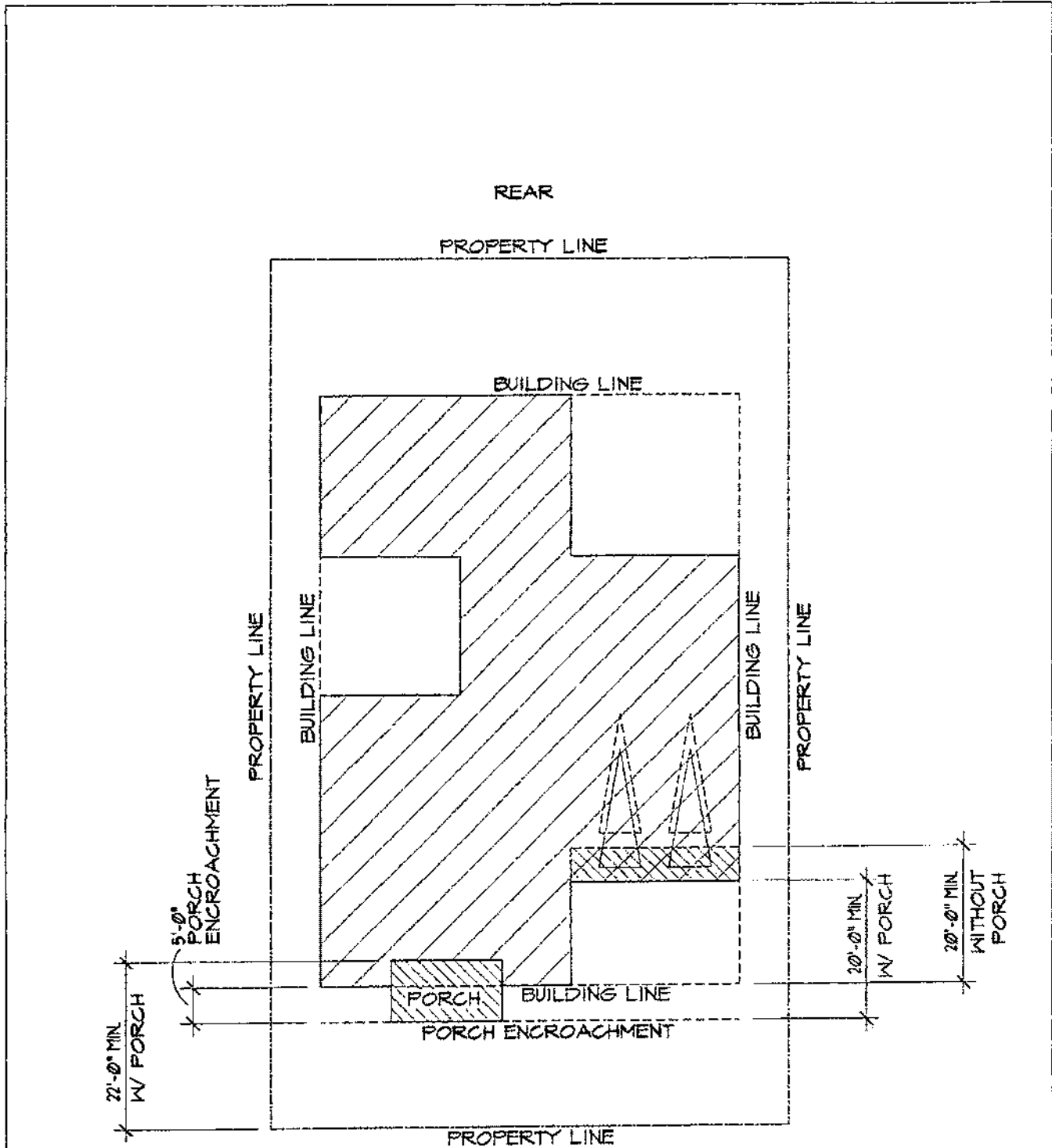


REVISION #2

NEWMAN VILLAGE
24 MAY 2018

EXHIBIT "01"
SCALE: 1"=20'-0"





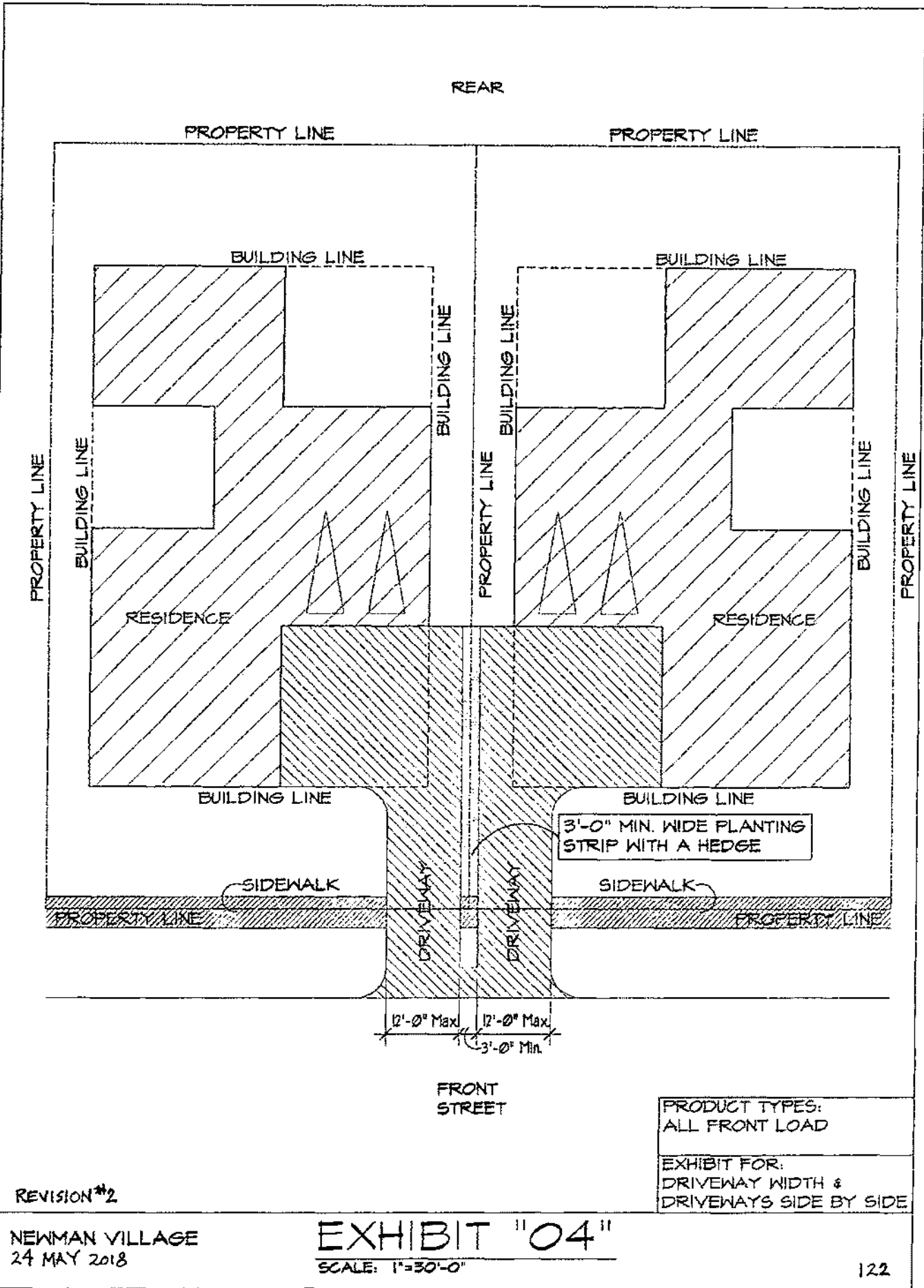
PRODUCT TYPES:
 "D"-69' (ALLEY LOAD)
 "C"-65', "E"-69', "F"-74',
 "G"-79', "H"-90', "J"-100',
 "K"-110' & "L"-130'
 (FRONT LOAD ONLY)

EXHIBIT FOR:
 FRONT PORCH SETBACK
 & GARAGE SETBACK

REVISION #2

NEWMAN VILLAGE
 24 MAY 2018

EXHIBIT "03"
 SCALE: 1"=20'-0"

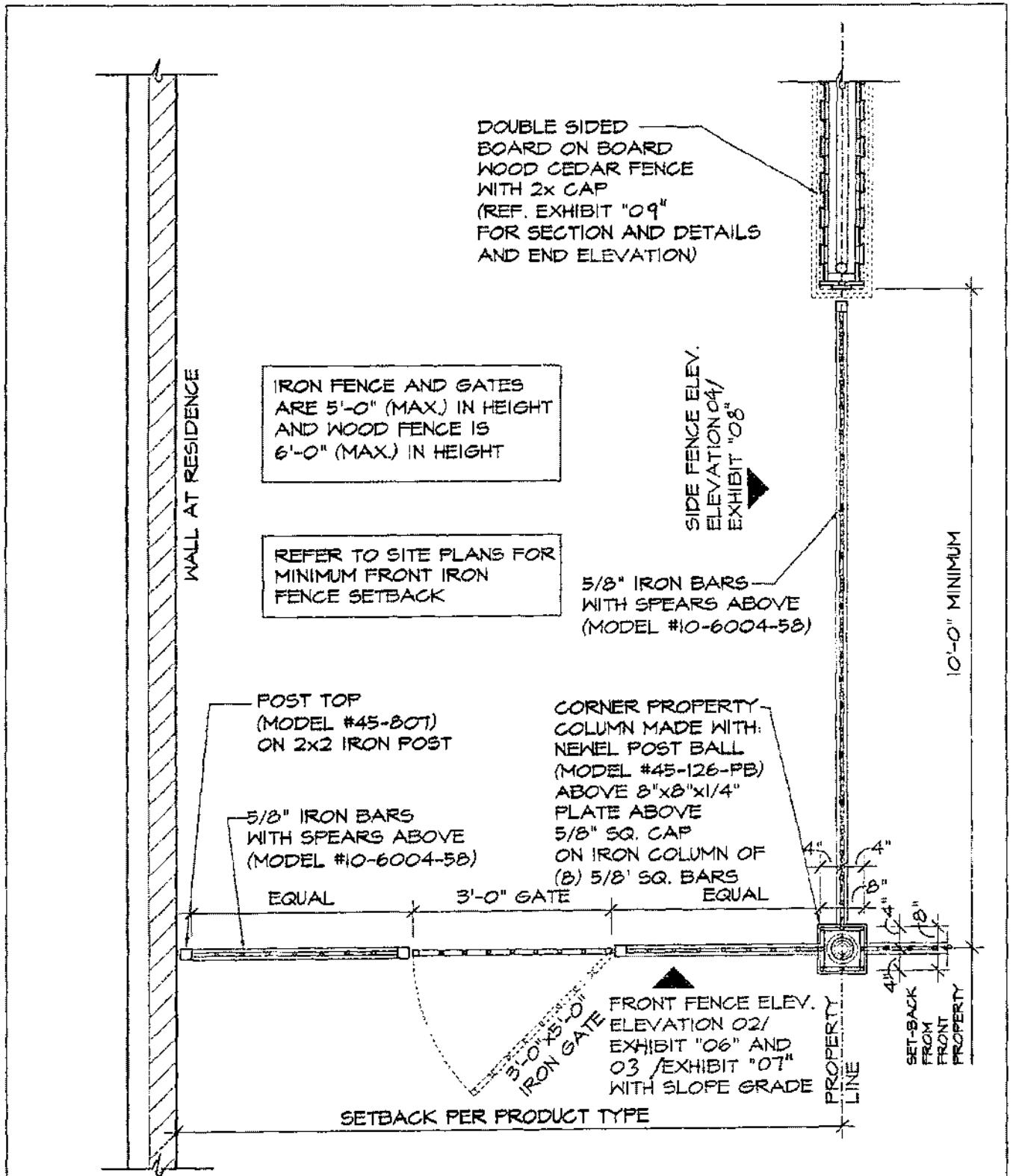


REVISION #2

NEWMAN VILLAGE
24 MAY 2018

EXHIBIT "04"

SCALE: 1"=30'-0"



01 TYPICAL FENCE PLAN

SCALE: 1/2" = 1'-0"

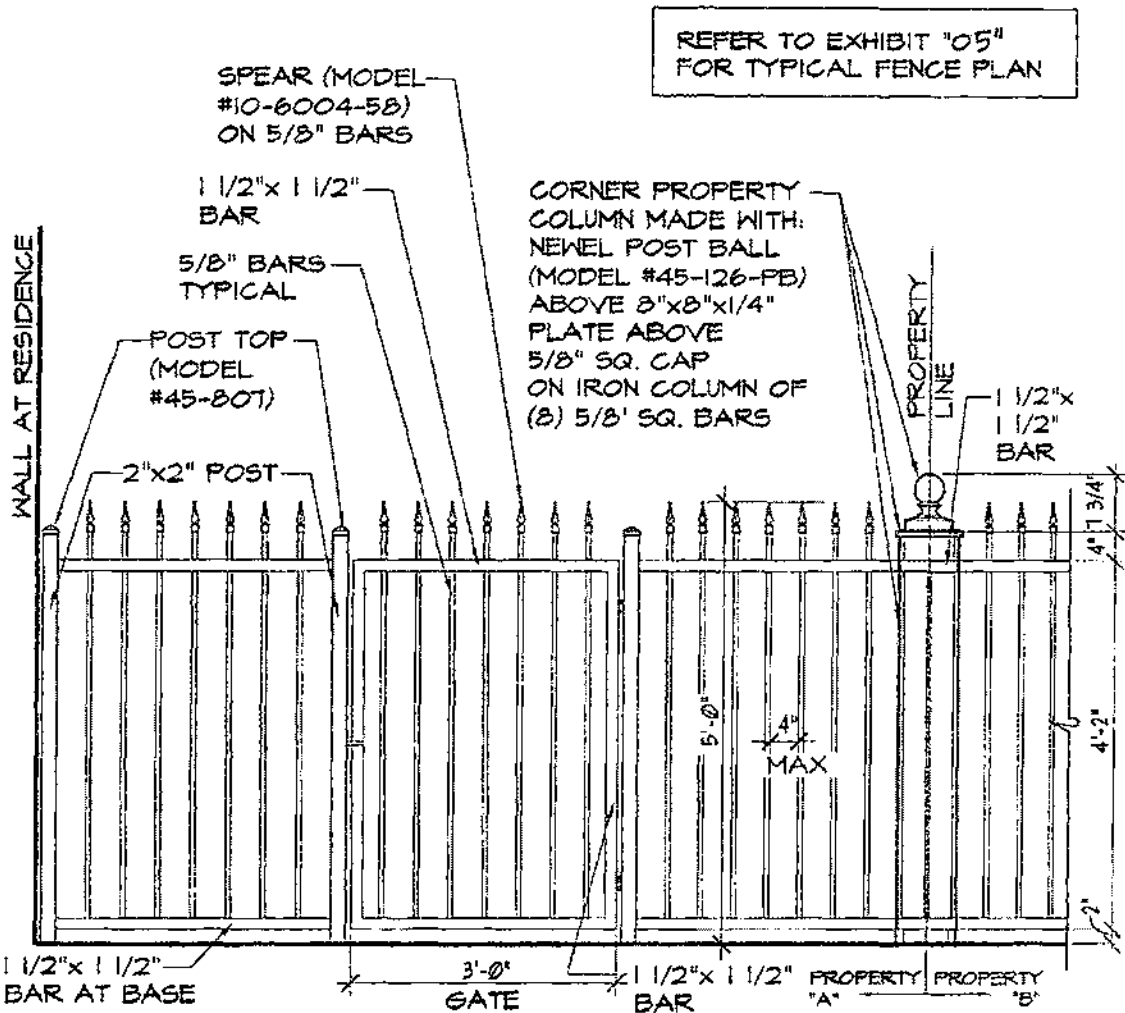
FRONT FENCE PLAN BETWEEN HOUSES

REVISION #2

NEWMAN VILLAGE
24 MAY 2018

EXHIBIT "05"

SCALE: 1/2" = 1'-0"



REFER TO EXHIBIT "05"
FOR TYPICAL FENCE PLAN

02 TYPICAL FRONT FENCE ELEV.

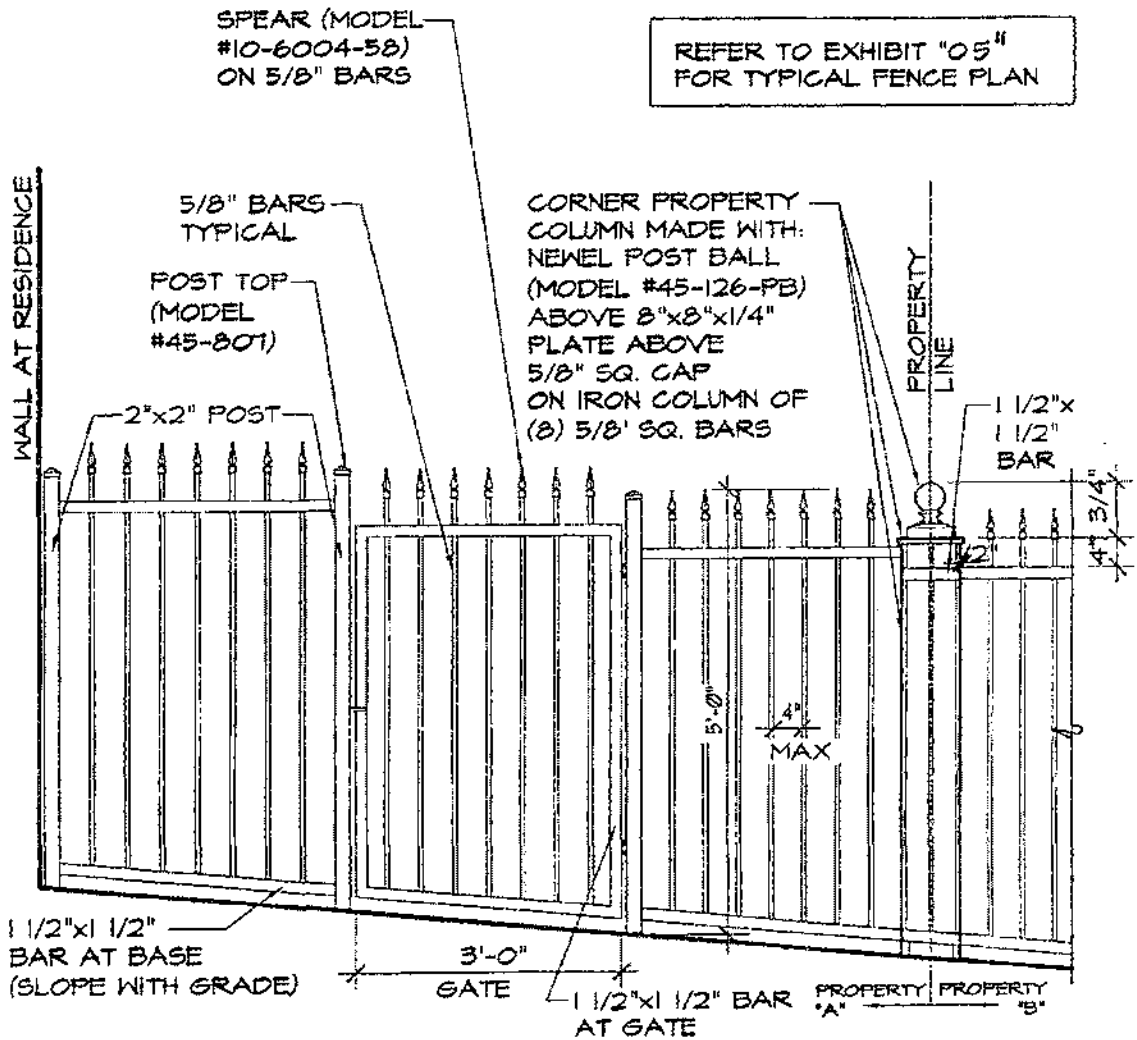
SCALE: 1/2" = 1'-0"

TYPICAL FRONT FENCE
BETWEEN HOUSES

REVISION #2

NEWMAN VILLAGE
24 MAY 2018

EXHIBIT "06"
SCALE: 1/2" = 1'-0"



03 TYPICAL FRONT FENCE ELEV.

SCALE: 1/2" = 1'-0"

TYPICAL FRONT FENCE BETWEEN HOUSES WITH SLOPE GRADE

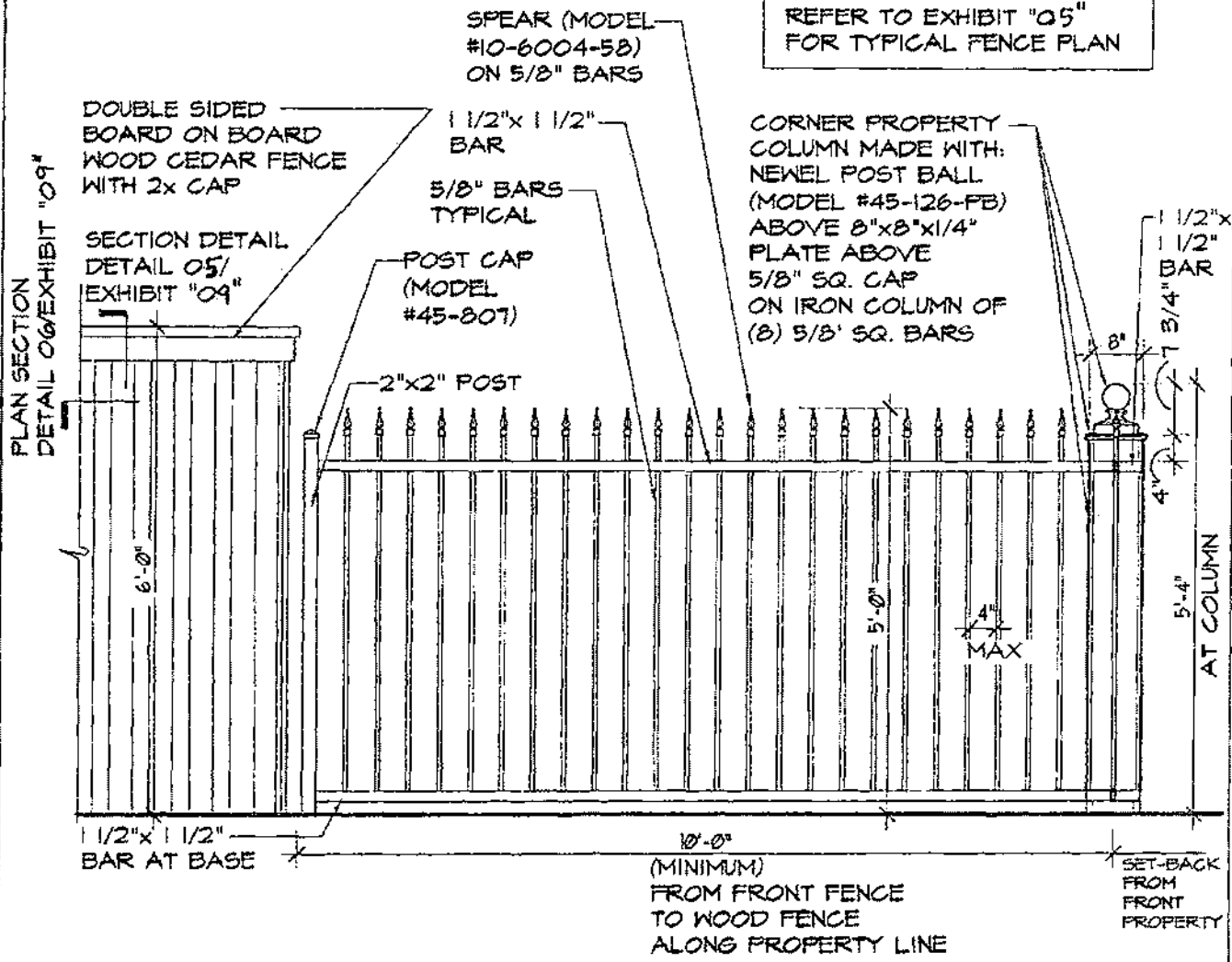
REVISION #2

NEWMAN VILLAGE
24 MAY 2018

EXHIBIT "07"
SCALE: NOT TO SCALE

REFER TO EXHIBIT "09"
FOR TYPICAL WOOD FENCE
PLAN AND SECTION DETAILS

REFER TO EXHIBIT "05"
FOR TYPICAL FENCE PLAN



04 TYPICAL SIDE FENCE ELEV.

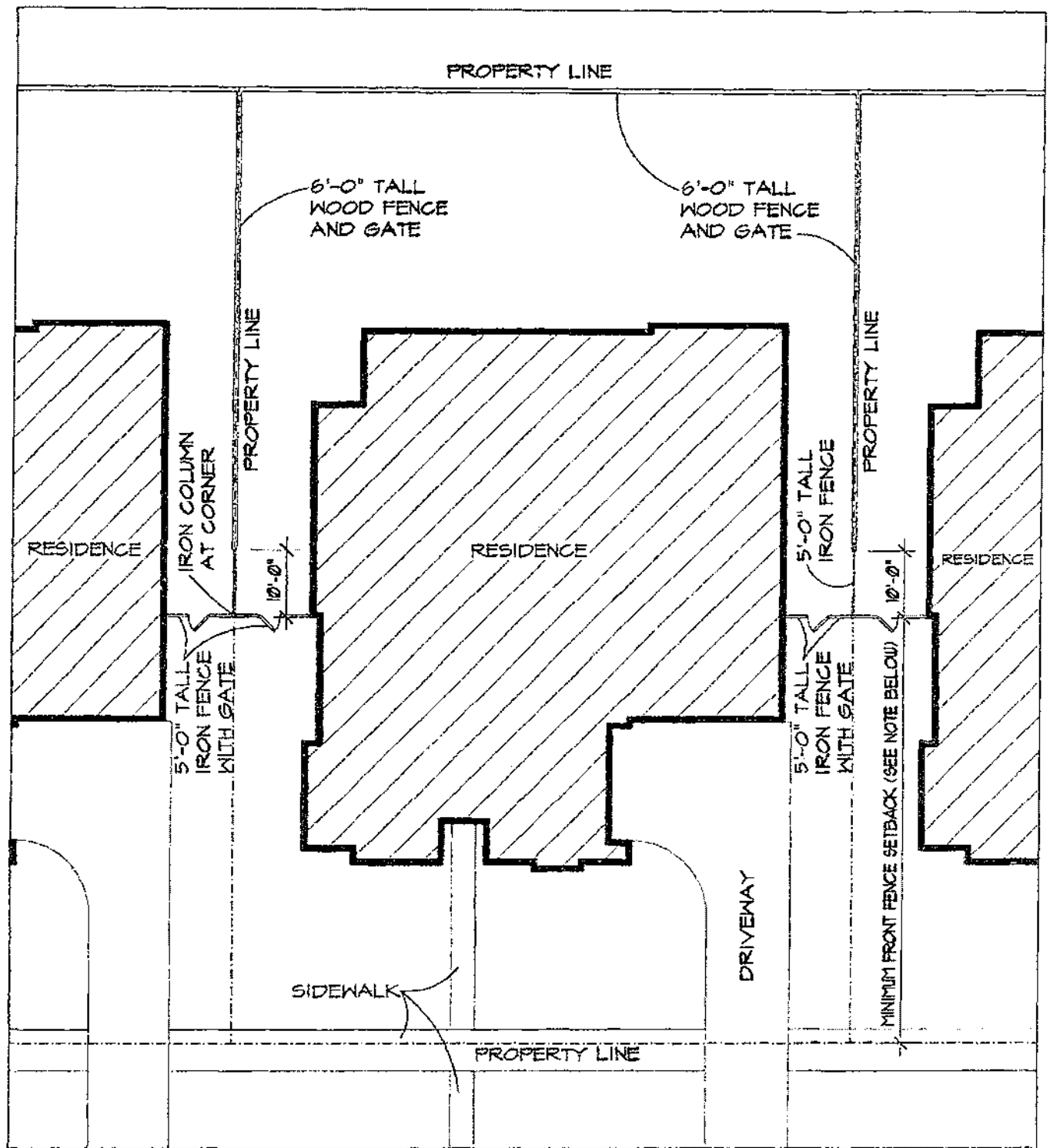
SCALE: 1/2" = 1'-0"

TYPICAL SIDE FENCE DETAIL
ALONG PROPERTY LINE
BETWEEN HOUSES
FROM FRONT PROPERTY

REVISION #2

NEWMAN VILLAGE
24 MAY 2018

EXHIBIT "08"
SCALE: 1/2"=1'-0"



MINIMUM FRONT FENCE SETBACK:

40'	TYPES: "C"-65' & "E"-69'
50'	TYPES: "F"-74', "G"-79', "H"-90', "J"-100' & "K"-110'
60'	TYPES: "L"-130'

SITE PLAN FOR FENCE

PRODUCT TYPES:

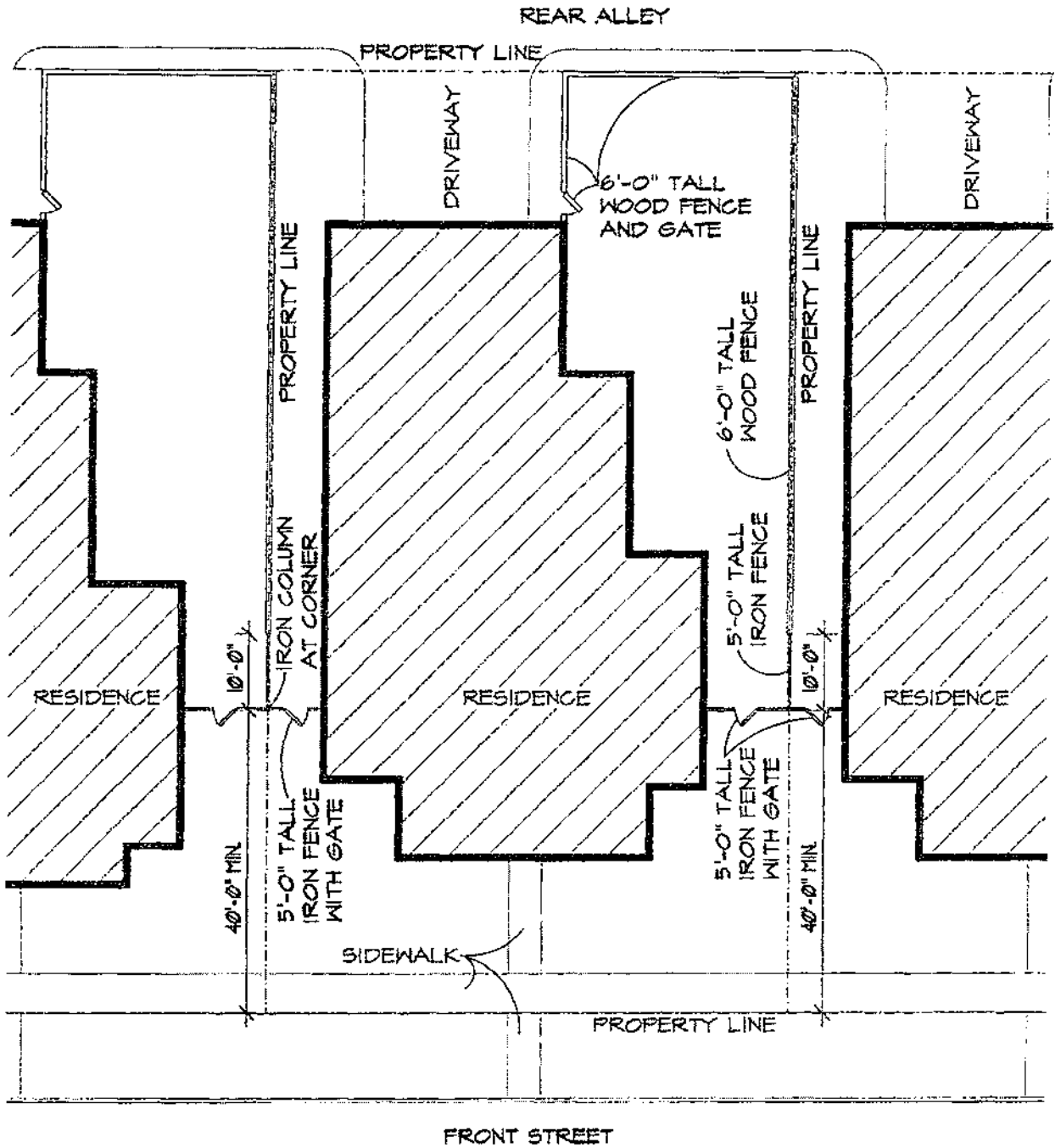
"C"-65', "E"-69', "F"-74', "G"-79', "H"-90', "J"-100', "K"-110' & "L"-130'
--

(FRONT LOAD)

REVISION #2

NEWMAN VILLAGE
24 MAY 2018

EXHIBIT "10"
SCALE: NOT TO SCALE



MINIMUM FRONT FENCE SETBACK:
TYPE "D"-69' = 40'-0"

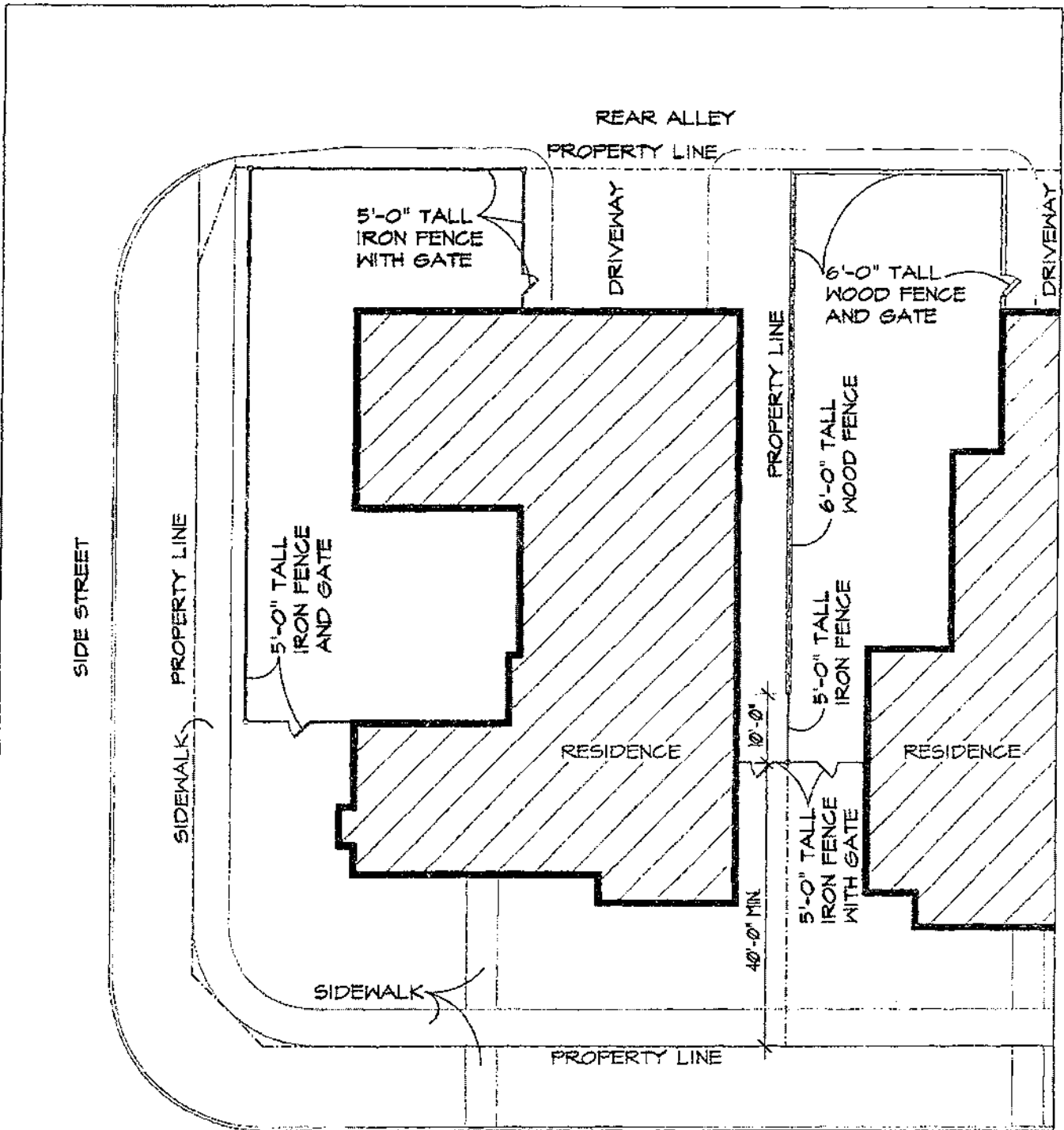
SITE PLAN FOR FENCE

REVISION#2

PRODUCT TYPES:
"D"-69'(ALLEY LOAD)

NEWMAN VILLAGE
24 MAY 2018

EXHIBIT "11"
SCALE: NOT TO SCALE



MINIMUM FRONT FENCE SETBACK:
 TYPE "D-G" = 40'-0"

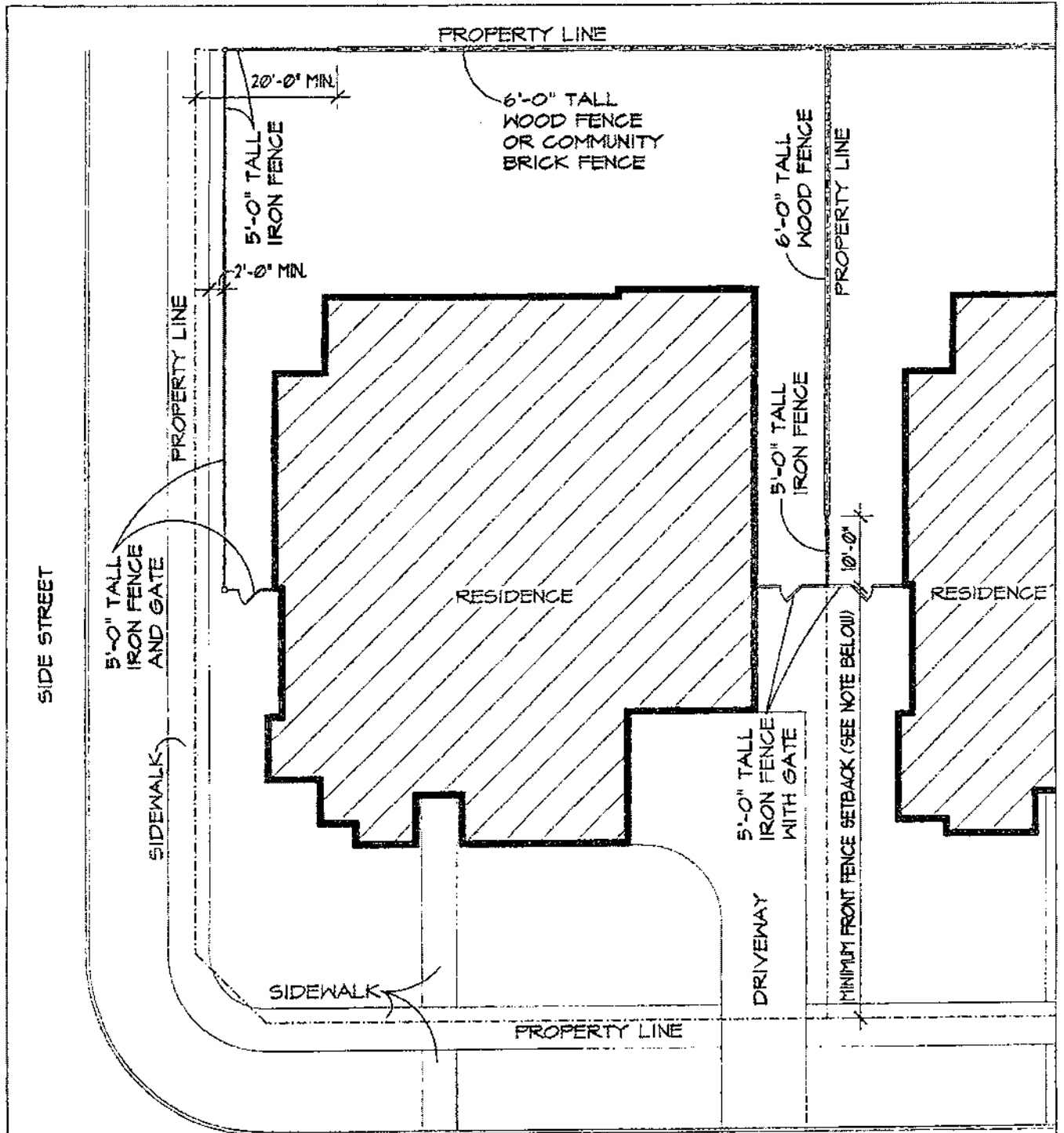
SITE PLAN FOR FENCE

REVISION#2

PRODUCT TYPES:
 "D-G" (ALLEY LOAD)
 CORNER LOT

NEWMAN VILLAGE
 24 MAY 2018

EXHIBIT "12"
 SCALE: NOT TO SCALE



MINIMUM FRONT FENCE SETBACK:
 40' = TYPES: "C"-65' & "E"-69'
 50' = TYPES: "F"-74' & "G"-79'
 55' = TYPES: "H"-80' "J"-86' & "K"-110'
 60' = TYPE: "L"-130'

SITE PLAN FOR FENCE

PRODUCT TYPES:
 "C"-65', "E"-69', "F"-74', "G"-79',
 "H"-80', "J"-86', "K"-110' & "L"-130'
 (FRONT LOAD)
 CORNER LOT

REVISION #2

NEWMAN VILLAGE
 24 MAY 2018

EXHIBIT "13"
 SCALE: NOT TO SCALE

Homestead Design Guidelines Addendum

Every builder desiring to build in the Homestead should read the Homestead Addendum carefully. This Addendum has guidance that are in addition to the Newman Village Design Guidelines; provided however to the extent of any conflict between this Addendum and the Newman Village Design Guidelines, this Addendum will take precedence and control. This Addendum is only applicable to the Homestead section of Newman Village.

◆ **Minimum Square Footage:** All Residents in the Homestead shall Use Product Type "L" for lot criteria except building setbacks. For Building setbacks reference the plan attached in this addendum. Each resident in the Homestead shall have a minimum square footage to 5,000 square feet for 1 story and 5,500 square feet for 2 story. (See page 25 of the Homestead Newman Village Community Design Guidelines May 24/2018)

◆ **Windows: Appropriate** materials are: Wood, pre-finished Aluminum clad, or fiberglass clad. **Inappropriate** materials are: Aluminum extruded windows, solid PVC, Vinyl, PVC Clad, or Glass Block (if visible from any street or public area). (See page 52 of Homestead Newman Village Community Design Guidelines dated May 24/2018)

◆ **Roof:** If composition roof is used, it must be a minimum 30-year life architectural grade - dimensional shingles (See page 101 Homestead Newman Village Community Design Guidelines dated May 24/2018)

◆ **Existing landscape**

Existing trees on any lot shall be preserved. Any Tree removal must be requested and approved before removal.

◆ **Exterior Building Lighting**

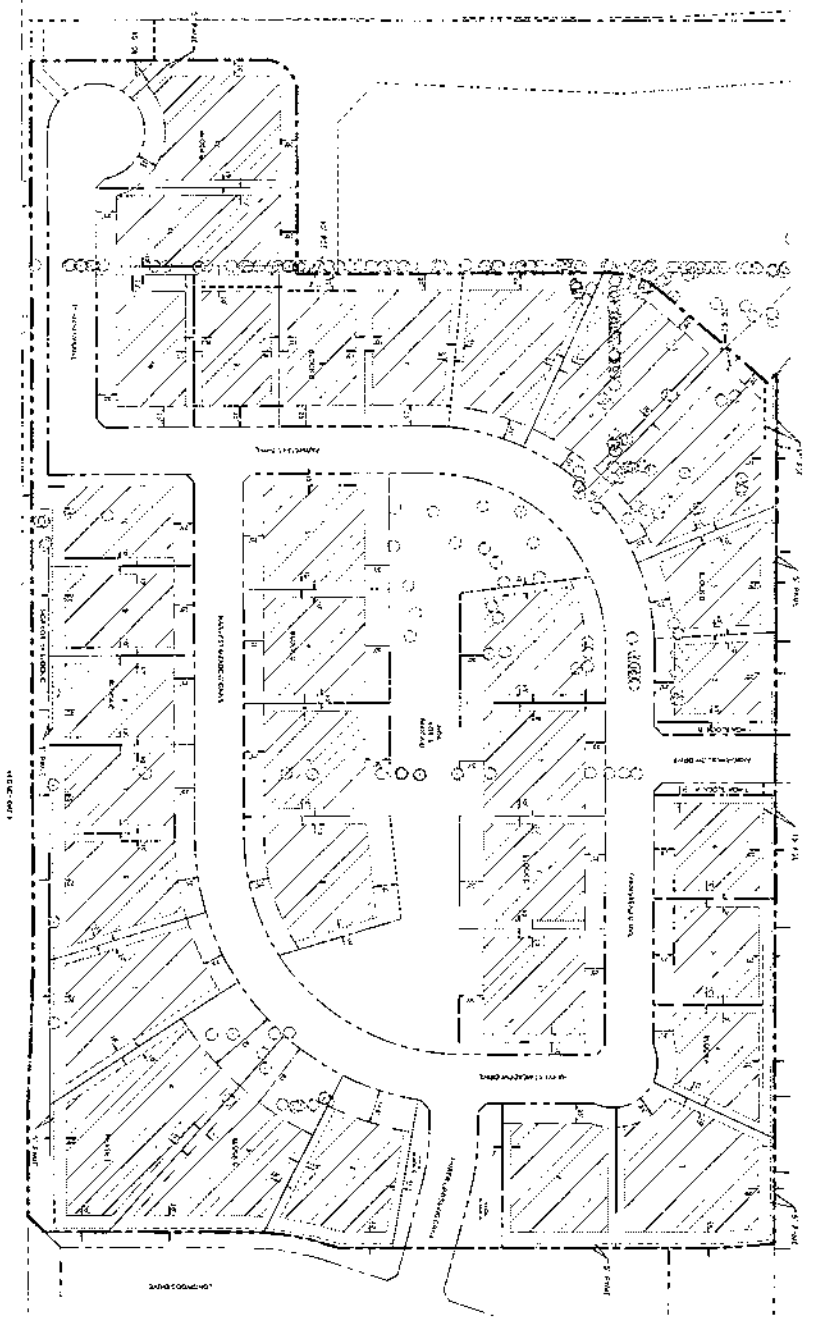
Architectural "Features" may be illuminated by up-lighting provided the light is effectively contained by the structure, the lamps are low intensity to produce a subdued lighting effect, and no glare or light trespass is produced beyond the residents lot line. No general illumination or security flood lights will be allowed on fronts of residences or park side of any lot. Up-lighting attached to the structure must be screened from street view by landscaping." Soffit Lighting and Up-lighting will be allowed on the front side of the resident only. All front façade lighting mounted to the structure (sconces, soffit lighting, chandeliers, porch lights, etc.) will be limited to a maximum single 40 watt (or equivalent) incandescent bulb.

◆ **Soils Study and Geotechnical Exploration**

Each homebuilder will have to perform its own Soils study and Geotechnical Exploration on the lot before construction begins. Lots in the Homestead have been benched but soil conditioning of the lots have **NOT** been performed for construction. Each homebuilder will have this responsibility.

Exhibits:

- A. Lot Buildable Area and setbacks
- B. Street Tree layout Plan
- C. Individual lot restrictions



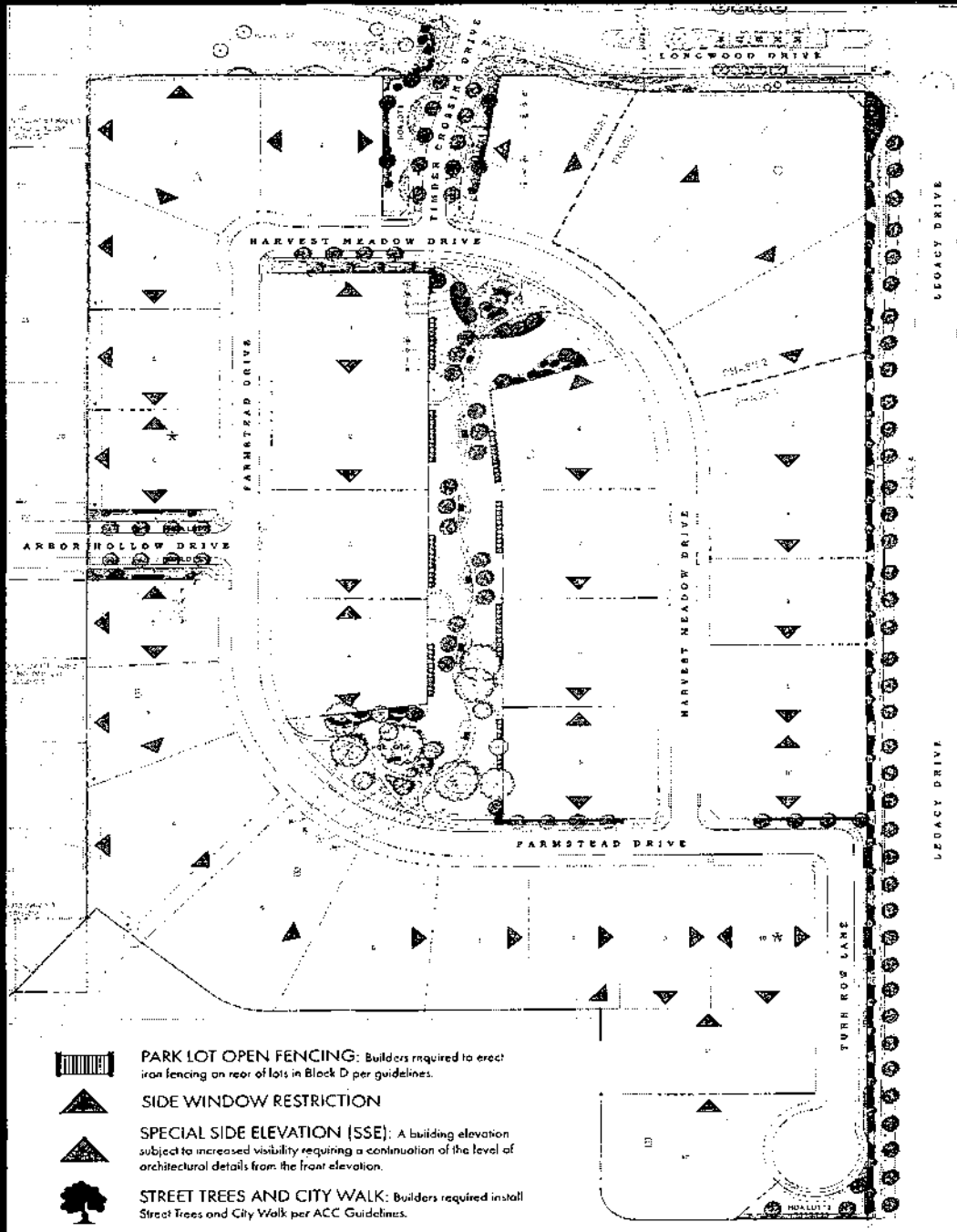
LEGEND

	SUBDIVISION
	EASEMENT
	UTILITY
	PROPOSED STRUCTURE
	PROPOSED DRIVEWAY
	PROPOSED FENCING



Homestead Design Guidelines Addendum

Newman Village HOMESTEAD



-  **PARK LOT OPEN FENCING:** Builders required to erect iron fencing on rear of lots in Block D per guidelines.
-  **SIDE WINDOW RESTRICTION**
-  **SPECIAL SIDE ELEVATION (SSE):** A building elevation subject to increased visibility requiring a continuation of the level of architectural details from the front elevation.
-  **STREET TREES AND CITY WALK:** Builders required install Street Trees and City Walk per ACC Guidelines.

Homestead Design Guidelines Addendum

Denton County
Juli Luke
County Clerk

Instrument Number: 33695

ERecordings-RP

DECLARATION

Recorded On: February 26, 2021 12:35 PM

Number of Pages: 8

" Examined and Charged as Follows: "

Total Recording: \$54.00

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

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 33695
Receipt Number: 20210226000504
Recorded Date/Time: February 26, 2021 12:35 PM
User: Jessica M
Station: Station 4

Record and Return To:

Corporation Service Company



STATE OF TEXAS
COUNTY OF DENTON

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

Juli Luke
County Clerk
Denton County, TX

Denton County
Juli Luke
County Clerk

Instrument Number: 218728

ERecordings-RP

DECLARATION

Recorded On: December 01, 2021 12:56 PM

Number of Pages: 7

" Examined and Charged as Follows: "

Total Recording: \$50.00

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

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 218728
Receipt Number: 20211201000527
Recorded Date/Time: December 01, 2021 12:56 PM
User: Terri B
Station: Station 20

Record and Return To:

Corporation Service Company



STATE OF TEXAS
COUNTY OF DENTON

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

Juli Luke
County Clerk
Denton County, TX

**FIRST AMENDMENT TO FIFTH SUPPLEMENT TO
FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR NEWMAN VILLAGE**

THIS FIRST AMENDMENT TO FIFTH SUPPLEMENT TO FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NEWMAN VILLAGE (this "First Amendment to Fifth Supplement") is executed to be effective as of the 23 day of November 2021 by NEWMAN VILLAGE CONSTRUCTION, LLC, a Texas limited liability company ("Homestead Declarant").

RECITALS:

- A. That certain First Amended And Restated Declaration of Covenants, Conditions And Restrictions For Newman Village (as amended and supplemented, the "Declaration") was executed by Declarant, Darling Frisco Partners, Ltd ("Declarant") dated effective June 28, 2006, and recorded in the Real Property Records of Denton County, Texas on September 11, 2008, as Document No. 2008-99716, as amended by that certain First Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective May 7, 2009, recorded in the Real Property Records of Denton County, Texas on May 12, 2009, as Document No. 2009-56738, as amended by that certain Second Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective July 22, 2010, recorded in the Real Property Records of Denton County, Texas on July 23, 2010, as Document No. 2010-71852, as amended by that certain Third Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Newman Village Homeowners Association, dated effective August 29, 2012, recorded in the Real Property Records of Denton County, Texas on October 5, 2012, as Document No. 2012-113365, as amended by that certain Fourth Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective September 17, 2014, recorded in the Real Property Records of Denton County, Texas on September 19, 2014, as Document No. 2014-95696, as amended by that certain Fourth [sic] Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village dated December 10, 2015, recorded in the Real Property Records of Denton County, Texas on December 14, 2015, as Document No. 2015-142766, as amended by that certain Sixth Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village dated January 23, 2017, recorded in the Real Property Records of Denton County, Texas on January 23, 2017, as Document No. 2017-8248, as amended by that certain Seventh Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, dated July 9, 2019, recorded in the Real Property Records of Denton County, Texas on July 9, 2019 as Document No. 2019-81416, as amended by that certain Eighth Amendment to First Amended and Restated Declaration of

Covenants, Conditions and Restrictions for Newman Village, dated October 31, 2019, recorded in the Real Property Records of Denton County, Texas on October 31, 2019 as Document No. 2019-138640; as amended by that certain Ninth Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, dated December 11, 2020, recorded in the Real Property Records of Denton County, Texas on December 14, 2020 as Document No. 204149, as amended by that certain Tenth Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, dated February 25, 2021, recorded in the Real Property Records of Denton County, Texas effective March 1, 2021, as affected by that certain First Supplement to First Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Newman Village, executed by Declarant, dated effective February 13, 2009, recorded in the Real Property Records of Denton County, Texas on February 17, 2009, as Document No. 2009-18412, as affected by that certain Second Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective February 15, 2013, recorded in the Real Property Records of Denton County, Texas on February 15, 2013, as Document No. 2013-18945, as affected by that certain Third Supplement to First Amended And Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective November 4, 2014, recorded in the Real Property Records of Denton County, Texas on November 7, 2014, as Document No. 2014-113648, as affected by that certain Fourth Supplement to First Amended And Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective September 9, 2015, recorded in the Real Property Records of Denton County, Texas on September 19, 2015, as Document No. 2015-105890, and as affected by that certain Fifth Supplement to First Amended And Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, Newman Village Construction, LLC, the Newman Village Homeowners Association, and joined by Newman Village Construction, LCC ("Homestead Developer"), dated effective October 31, 2018, recorded in the Real Property Records of Denton County, Texas on November 9, 2018, as Document No. 2018-132514, as affected by that certain Sixth Supplement to First Amended And Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated February 25, 2021, recorded in the Real Property Records of Denton County, Texas on February 26, 2021 as Document No. 33695. The Declaration amended, superseded, replaced and restated that certain "Declaration of Covenants, Conditions and Restrictions for Newman Village" dated June 28, 2006 recorded as Document No. 2006-79420 in the Real Property Records of Denton County, Texas, as corrected by that certain "Corrective Amendment of Declaration of Covenants, Conditions and Restrictions for Newman Village," dated to be effective June 28, 2006, recorded as Document No. 2007-36288 in the Real Property Records of Denton County, Texas, in their entirety.

B. In accordance with Section 4 of the Fifth Supplement to First Amended And Restated Declaration of Covenants, Conditions and Restrictions for Newman Village Fifth Supplement, and pursuant to Section 9.02(a) of the Declaration, the Homestead Declarant, acting alone and whether or not it has voting control of the Association, has the right during the Declarant Control Period, to amend the Fifth Supplement to First Amended And Restated Declaration of Covenants, Conditions and Restrictions for Newman Village.

C. The Declarant Control Period, as to the Homestead Declarant is still in effect under the Declaration, as amended and supplemented.

D. Homestead Declarant desires to amend the Fifth Supplement to First Amended And Restated Declaration of Covenants, Conditions and Restrictions for Newman Village.

NOW, THEREFORE, pursuant to the rights and powers granted to Homestead Declarant in the Declaration, as amended and supplemented, the Homestead Declarant hereby declares as follows:

1. The Recitals set forth above are incorporated into this Amendment by reference and form a part of this Amendment.

2. Capitalized terms herein shall have the same meanings as set forth for such terms in the Declaration as amended and supplemented, unless otherwise amended or defined herein.

3. Section 11 of the Fifth Supplement to First Amended And Restated Declaration of Covenants, Conditions and Restrictions for Newman Village is hereby amended and replaced in its entirety as follows:

"11. Section 6.01(b) of the Declaration shall not apply to the Homestead Lots. Upon each transfer of record title of a Homestead Lot from time to time by an Owner (including on a transfer by Homestead Declarant to a Builder, or a transfer by a Builder to another Builder, or a transfer by a Builder to Homestead Declarant), a contribution in the amount of \$2,000 shall be made at the closing of such transfer by the purchaser of such Homestead Lot to the operating expense account for the Association. This amount is not refundable, shall be in addition to, not in lieu of, monthly Regular Assessments levied on the Homestead Lot and shall not be considered an advance payment of any portion thereof. This amount shall be deposited in to the operating expense account for the Association and disbursed therefrom to the Association and shall be use for normal operating expenses of the Association pursuant of the terms of the Declaration and the Bylaws of the Association. Such amount shall be reviewed yearly and may be increased by the Board of Directors, with consent of the Homestead Declarant during the Declarant Control Period, provided, however, that such increase shall in no event exceed fifteen percent (15%) over the previous year's Working Capital Contribution, unless otherwise provided for in an amendment to this Section."

The Fifth Supplement to First Amended And Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, as amended by this Amendment, remains, and continues in full force and effect. In the event of any conflict between the terms of this Amendment and the terms of the Fifth Supplement to First Amended And Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, the terms of this Amendment shall control.

10. This Amendment may be executed simultaneously in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

ACKNOWLEDGMENT, CONSENT, AGREEMENT AND JOINDER

The undersigned hereby joins in the execution of this Amendment to evidence its acknowledgment of, and consent and agreement to, this Amendment.

NEWMAN VILLAGE HOMEOWNERS ASSOCIATION,
a Texas property owners association

By: *John Britt Dean*
Name: John Britt Dean
Title: President NV HOA

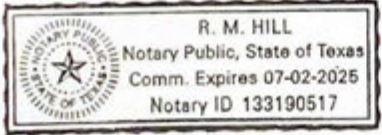
STATE OF TEXAS §
 §
COUNTY OF Denton §

This instrument was acknowledged before me on the 23rd day of November, 2021, by John Britt Dean of Newman Village Homeowners Association, a Texas property owners association, on behalf of said association.

[Seal]

R. M. Hill
Notary Public, State of Texas

My Commission expires:
7/2/25



UPON RECORDING, RETURN TO:
The Pellar Law Firm, PLLC
2591 Dallas Parkway, Ste. 300
Frisco, TX 75034

EXECUTED TO BE EFFECTIVE as of the date first above written.

HOMESTEAD DECLARANT:

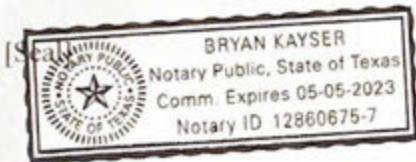
NEWMAN VILLAGE CONSTRUCTION, LLC,
a Texas limited liability company

By: Jim R Newman, Mayor
Name: _____
Title: _____

Address: 9801 Camfield
Frisco, TX 75034

STATE OF TEXAS §
 §
COUNTY OF Collin §

This instrument was acknowledged before me on the 17 day of November 2021,
by Jim R Newman of Newman Village Construction, LLC, a Texas limited
liability company.



Bryan Kayser
Notary Public, State of Texas
My Commission expires: 5/5/23

**SIXTH SUPPLEMENT
TO
FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR NEWMAN VILLAGE**

THIS SIXTH SUPPLEMENT TO FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NEWMAN VILLAGE (this "Supplement") is executed to be effective as of the 15th day of March, 2021 (the "Sixth Supplement Date"), by DARLING FRISCO PARTNERS, LTD., a Texas limited partnership ("Declarant") and Newman Village Homeowners Association, Inc., a Texas property owners association (the "Association").

RECITALS:

A. Declarant is the "Declarant" under that certain First Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Newman Village (as amended and supplemented, the "Declaration") executed by Declarant, dated effective June 28, 2006, recorded in the Real Property Records of Denton County, Texas on September 11, 2008, as Document No. 2008-99716, as amended by that certain First Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective May 7, 2009, recorded in the Real Property Records of Denton County, Texas on May 12, 2009, as Document No. 2009-56738, as amended by that certain Second Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective July 22, 2010, recorded in the Real Property Records of Denton County, Texas on July 23, 2010, as Document No. 2010-71852, as amended by that certain Third Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Newman Village Homeowners Association, dated effective August 29, 2012, recorded in the Real Property Records of Denton County, Texas on October 5, 2012, as Document No. 2012-113365, as amended by that certain Fourth Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective September 17, 2014, recorded in the Real Property Records of Denton County, Texas on September 19, 2014, as Document No. 2014-95696, as amended by that certain Fourth [sic] Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village dated December 10, 2015, recorded in the Real Property Records of Denton County, Texas on December 14, 2015, as Document No. 2015-142766, as amended by that certain Sixth Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village dated January 23, 2017, recorded in the Real Property Records of Denton County, Texas on January 23, 2017, as Document No. 2017-8248, as amended by that certain Seventh Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, dated July 9, 2019, recorded in the Real Property Records of Denton County, Texas on July 9, 2019 as Document No. 2019-81416, as amended by that certain Eighth Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, dated October 31, 2019, recorded in the Real Property Records of Denton County, Texas on October 31, 2019 as Document No. 2019-138640, as amended by that certain Ninth Amendment to First Amended and Restated Declaration of Covenants, Conditions

and Restrictions for Newman Village, dated December 11, 2020, recorded in the Real Property Records of Denton County, Texas on December 14, 2020 as Document No. 2020-204149, as amended by that certain Tenth Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, dated effective March 1, 2021, recorded in the Real Property Records of Denton County, Texas on February 26, 2021 as Document No. 2021-33438, as affected by that certain First Supplement to First Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Newman Village, executed by Declarant, dated effective February 13, 2009, recorded in the Real Property Records of Denton County, Texas on February 17, 2009, as Document No. 2009-18412, as affected by that certain Second Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective February 15, 2013, recorded in the Real Property Records of Denton County, Texas on February 15, 2013, as Document No. 2013-18945, as affected by that certain Third Supplement to First Amended And Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective November 4, 2014, recorded in the Real Property Records of Denton County, Texas on November 7, 2014, as Document No. 2014-113648, as affected by that certain Fourth Supplement to First Amended And Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective September 9, 2015, recorded in the Real Property Records of Denton County, Texas on September 19, 2015, as Document No. 2015-105890, and as affected by that certain Fifth Supplement to First Amended And Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, Newman Village Construction, LLC, and Newman Village Homeowners Association, dated effective October 31, 2018, recorded in the Real Property Records of Denton County, Texas on November 9, 2018, as Document No. 2018-132514 (the "Fifth Supplement"). The Declaration amended, superseded, replaced and restated that certain "Declaration of Covenants, Conditions and Restrictions for Newman Village" dated June 28, 2006 recorded as Document No. 2006-79420 in the Real Property Records of Denton County, Texas, as corrected by that certain "Corrective Amendment of Declaration of Covenants, Conditions and Restrictions for Newman Village," dated to be effective June 28, 2006, recorded as Document No. 2007-36288 in the Real Property Records of Denton County, Texas, in their entirety. Capitalized terms not otherwise defined herein have the meanings set forth for such terms in the Declaration.

B. Section 9.05 of the Declaration provides that Declarant may expressly assign, in whole or in part, any of its privileges, exemptions, rights and duties under the Declaration to any other Person and may permit the participation, in whole or in part, by any other Persons in any of Declarant's privileges, exemptions, rights and duties.

C. Pursuant to the Fifth Supplement, Declarant assigned certain rights of Declarant (i.e., the Homestead Declarant Rights (as defined in the Fifth Supplement)) to Homestead Declarant (as defined in the Fifth Supplement).

D. The Declarant Control Period is still in effect under the Declaration.

E. Pursuant to Section 1.11(a) of the Declaration, Declarant desires to terminate the Declarant Control Period as to the Property (other than the Homestead Land), effective as of the Sixth Supplement Date and in accordance with the terms and provisions hereof, whereupon certain

rights of Declarant under the Declaration as to the Property (other than the Homestead Land) shall terminate and certain obligations of Declarant under the Declaration shall terminate.

F. Declarant desire to assign to the Association, and the Association desires to assume from Declarant, all of Declarant's obligations and remaining rights as Declarant under the Declaration (i.e., all of Declarant's rights and obligations as Declarant under the Declaration remaining subsequent to (i) Declarant's prior assignment of rights to Homestead Declarant pursuant to the Fifth Supplement and (ii) termination of the Declarant Control Period as to the Property (other than the Homestead Land) as provided in this Supplement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Declarant and the Association hereby agree as follows:

1. Recitals. The Recitals set forth above are incorporated into this Supplement by reference and form a part of this Supplement.
2. Terminates the Declarant Control Period as to the Property (other than the Homestead Land). Pursuant to Section 1.11(a) of the Declaration, Declarant hereby terminates the Declarant Control Period as to the Property (other than the Homestead Land), with such termination to be effective as of the Sixth Supplement Date.
3. Assignment. Pursuant to Section 1.10 of the Declaration, Declarant hereby assigns, conveys and transfers to the Association all of Declarant's obligations and remaining rights as Declarant under the Declaration (i.e., all of Declarant's rights and obligations as Declarant under the Declaration remaining subsequent to (a) Declarant's prior assignment of rights to Homestead Declarant pursuant to the Fifth Supplement, and (b) termination of the Declarant Control Period as to the Property (other than the Homestead Land) as provided in this Supplement).
4. Assumption. The Association hereby expressly accepts and assumes all of Declarant's obligations and remaining rights as Declarant under the Declaration (i.e., all of Declarant's rights and obligations as Declarant under the Declaration remaining subsequent to (a) Declarant's prior assignment of rights to Homestead Declarant pursuant to the Fifth Supplement, and (b) termination of the Declarant Control Period as to the Property (other than the Homestead Land) as provided in this Supplement). Darling Frisco Partners, Ltd. shall have no liability or obligation with respect to any rights, duties or obligations of "Declarant" under the Declaration arising or accruing on and after the Sixth Supplement Date.
5. Declarant Indemnity. Declarant covenants and agrees to indemnify, defend, and hold harmless the Association and the Homestead Declarant from and against any and all loss, liability, claims or causes of action (including but not limited to reasonable attorneys' fees and costs), in connection with any claims in favor of or asserted by any third party, arising out of or relating to any actions or omissions of Declarant or its appointees to the offices, board of directors, Architectural Control Committee, or other positions under the Declaration before the Sixth Supplement Date
6. Association Indemnity. Association covenants and agrees to indemnify, defend, and hold harmless Declarant and the Homestead Declarant from and against any and all loss,

liability, claims or causes of action (including but not limited to reasonable attorneys' fees and costs), in connection with any claims in favor of or asserted by any third party, arising out of or relating to any actions or omissions of Association or its appointees to the offices, board of directors, Architectural Control Committee, or other positions under the Declaration, from and after the Sixth Supplement Date.

7. Homestead Declarant. For the avoidance of doubt, and notwithstanding anything to the contrary in this Supplement or elsewhere in the Declaration, the undersigned acknowledge and agree: (a) the Declarant Control Period is not terminated with respect to the Homestead Land; (b) all of the Homestead Declarant Rights remain in effect and are held solely by Homestead Declarant until the Declarant Control Period as to the Homestead Land is terminated in accordance with Section 1.11 of the Declaration and Section 5 of the Fifth Supplement; (c) Homestead Declarant has not had, does not have and will not have any liability or obligations of "Declarant" under the Declaration; (d) nothing in this Supplement is intended to, nor does it, limit Homestead Declarant's right to assign to any party any of the Homestead Declarant Rights; and (e) until the end of the Declarant Control Period with respect to the Homestead Land, the Declaration shall not be amended without the written approval of Homestead Declarant.

8. Additional Provisions. In the event of any conflict between the terms of this Supplement and the terms of the Declaration, as amended, the terms of this Supplement shall control. The Declaration, as supplemented by this Supplement, remains and continues in full force and effect. The parties expressly reserve the right and retain the absolute unfettered right to further modify this Supplement, by written agreement executed by all of the undersigned, to resolve conflicts which may arise and/or to clarify any rights, powers, duties and/or obligations hereunder.

[SIGNATURE PAGES FOLLOW]

EXECUTED TO BE EFFECTIVE as of the Sixth Supplement Date.

DECLARANT:

DARLING FRISCO PARTNERS, LTD.,
a Texas limited partnership

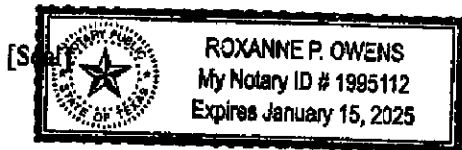
By: DFP Texas (GP), LLC,
a Texas limited liability company,
its General Partner

By: [Signature]
Name: [Signature]
Title: VP

By: [Signature]
Name: [Signature]
Title: VP

STATE OF TEXAS §
COUNTY OF Denton §

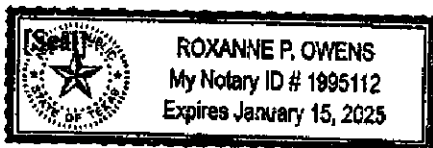
This instrument was acknowledged before me on the 15 day of February, 2021, by [Signature] VP of DFP Texas (GP), LLC, a Texas limited liability company, the General Partner of Darling Frisco Partners, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.



[Signature]
Notary Public, State of Texas
My Commission expires: 1/15/25

STATE OF TEXAS §
COUNTY OF Denton §

This instrument was acknowledged before me on the 15 day of Feb, 2021, by [Signature] VP of DFP Texas (GP), LLC, a Texas limited liability company, the General Partner of Darling Frisco Partners, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.



[Signature]
Notary Public, State of Texas

AGREEMENT, CONSENT AND JOINDER

α

The undersigned, as Homestead Declarant, hereby joins in the execution of this Supplement to evidence its agreement and consent to this Supplement.

HOMESTEAD DECLARANT:

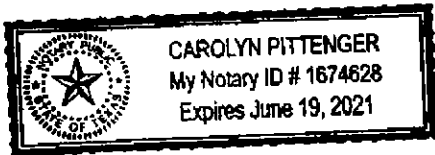
NEWMAN VILLAGE CONSTRUCTION, LLC,
a Texas limited liability company

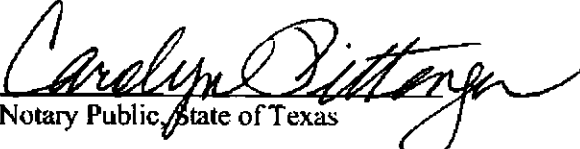
By: 
Jim R. Newman, Manager

STATE OF TEXAS §
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COUNTY OF Denton §

This instrument was acknowledged before me on the 25 day of February, 2021, by Jim R. Newman, as Manager of Newman Village Construction, LLC, a Texas limited liability company, on behalf of said limited liability company.

[Seal]




Notary Public, State of Texas

UPON RECORDING, RETURN TO:

Martin E. Garza, Esq.
Koons Real Estate Law
White Rock Tower
6510 Abrams Road, Suite 630
Dallas, TX 75231

**** Electronically Filed Document ****

Denton County
Cynthia Mitchell
County Clerk

Document Number: 2009-56738
Recorded As : ERX-RESTRICTIONS

Recorded On: May 12, 2009
Recorded At: 08:20:37 am
Number of Pages: 19

Recording Fee: \$83.00

Parties:

Direct- DARLING FRISCO PARTNERSLTD
Indirect-

Receipt Number: 582621
Processed By: Carmen Robinson

*1st Amendment
C.R.C.
Carmen Robinson J.H.*

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

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.



THE STATE OF TEXAS)
COUNTY OF DENTON)

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

C Mitchell

County Clerk
Denton County, Texas

**FIRST AMENDMENT
TO
FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR NEWMAN VILLAGE**

THIS FIRST AMENDMENT TO FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NEWMAN VILLAGE ("First Amendment") is executed to be effective as of the 7th day of May, 2009, by DARLING FRISCO PARTNERS, LTD., a Texas limited partnership ("Declarant").

RECITALS:

A. Declarant is the "Declarant" under that certain First Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Newman Village ("Restated Declaration") executed by Declarant, dated effective June 28, 2006, recorded in the Real Property Records of Denton County, Texas on September 11, 2008, as Document No. 2008-99716 (as supplemented by that certain First Supplement To First Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Newman Village ("First Supplement") executed by Declarant, dated effective February 13, 2009, recorded in the Real Property Records of Denton County, Texas on February 17, 2009, as Document No. 2009-18412), regarding certain land in Denton County, Texas which is more particularly described in Exhibit "A" hereto.

B. Section 9.02(a) of the Restated Declaration provides that Declarant, acting alone and whether or not it has voting control of the Association, has the right during the Declarant Control Period, to amend the Restated Declaration.

C. The Declarant Control Period is still in effect under the Restated Declaration.

D. Declarant desires to amend the Restated Declaration as hereinafter set forth.

NOW, THEREFORE, pursuant to the rights and powers granted to Declarant in the Declaration, Declarant hereby declares as follows:

1. The Recitals set forth above are incorporated into this First Amendment by reference and form a part of this First Amendment.

2. Capitalized terms herein shall have the same meanings as set forth for such terms in the Declaration, unless otherwise amended herein.

3. The term "Declaration" as used herein and in the Restated Declaration, shall mean the Restated Declaration together with, and as supplemented by, the First Supplement.

4. Section 6.01(b) of the Declaration is hereby deleted in its entirety and replaced in its entirety by the following provision:

"(b) Upon each transfer of record title of a Lot from time to time by an Owner (other than a transfer by Declarant to a Builder, or a transfer by a Builder to another Builder, or a transfer by a Builder to Declarant), a contribution in the amount of two (2) months of Regular Assessments (a "Working Capital Contribution") shall be made at the closing of such transfer by the purchaser of such Lot to the operating expense account for the Association. This amount is not refundable, shall be in addition to, not in lieu of, monthly Regular Assessments levied on the Lot and shall not be considered an advance payment of any portion thereof. This amount shall be deposited into the operating expense account for the Association and disbursed therefrom to the Association or to the Declarant if the Association is not yet established and shall be used for normal operating expenses of the Association pursuant to the terms of this Declaration and the Bylaws of the Association. Such amount shall be reviewed yearly and may be increased by the Board of Directors; provided, however, that the increase shall in no event exceed ten percent (10%) over the previous year's Working Capital Contribution."

5. The Declaration, as amended by this First Amendment, remains and continues in full force and effect.

EXECUTED TO BE EFFECTIVE as of the date first above written.

(EXECUTION ON NEXT PAGE)

DECLARANT:

DARLING FRISCO PARTNERS, LTD.,
a Texas limited partnership

By: SHOAL CORPORATION,
a Texas corporation
General Partner

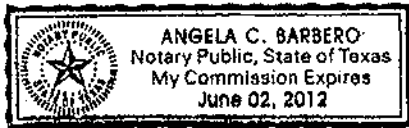
By: Cheryl C. Turner
Name: Cheryl C. Turner
Title: VP & General Counsel

STATE OF TEXAS §
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COUNTY OF Collin §

This instrument was acknowledged before me on the 8th day of May, 2009, by Cheryl C. Turner, VP & General Counsel of Shoal Corporation, a Texas corporation, general partner of Darling Frisco Partners, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.

NOTARY SEAL:

Angela C. Barbero
Notary Public, State of Texas



UPON RECORDING, RETURN TO:

Kathryn L. Koons, Esq.
Koons Real Estate Law
3400 Carlisle Street, Suite 400
Dallas, Texas 75204

EXHIBIT "A"**(LEGAL DESCRIPTION OF PROPERTY)****TRACT 1: 100.3998 ACRES, less 10 lots**

BEING a tract of land out of the I. MORRELL SURVEY, Abstract No. 863, the J. MASTERS SURVEY, Abstract No. 831 and the MEP&P RR SURVEY, Abstract No. 921 in the City of Frisco, Denton County, Texas being part of a 20 acre tract of land and a 61 acre tract of land described in deed to Jim Randell Newman dated December 4, 1992 and recorded in Volume 3393, Page 218 of the Real Property Records of Denton County, Texas, being part of the tract of land described in deed to Dale Clinton Newman dated December 4, 1992 and recorded in Volume 3393, Page 228 of the Real Property Records of Denton County, Texas, being part of the tract of land described in deed to J.N. Newman and Deanie Newman dated August 15, 1979 and recorded in Volume 970, Page 756 of the Deed Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at 3/8" iron rod found in the south line of a 196.82 acre tract of land described in deed to Bert Fields, Jr., recorded in Volume 523, Page 684 of the Deed Records of Denton County, Texas, said iron rod being the northeast corner of a tract of land described in deed to Centex Homes recorded in Denton County Clerk's File No. 05-37863 and 05-51584 of the Real Property Records of Denton County, Texas;

THENCE with the south line of said Fields tract and along a fence, North 89°45'57" East, a distance of 1296.43 feet to a 5/8" iron rod set with a red plastic cap stamped "KHA" (hereinafter called 5/8" iron rod set) in the west line of said 61 acre tract of land;

THENCE with said west lines the following courses and distances to wit:

- South 00°14'03" East, a distance of 125.00 feet to a 5/8" iron rod set for the beginning of a non-tangent curve to the left with a radius of 500.00 feet, a central angle of 8°39'37", and a chord bearing and distance of North 85°26'08" East, 75.50 feet;
- Northeasterly, with said curve, an arc distance of 75.58 feet to a 5/8" iron rod set for the beginning of a reverse curve to the right with a radius of 750.00 feet, a central angle of 2°59'56", and a chord bearing and distance of North 82°36'18" East, 39.25 feet;
- Northeasterly, with said curve, an arc distance of 39.26 feet to a 5/8" iron rod set for corner;
- North 42°19'51" East, a distance of 14.83 feet to a 5/8" iron rod set for corner;
- North 87°06'20" East, a distance of 60.09 feet to a 5/8" iron rod set for corner;
- South 44°48'56" East, a distance of 14.14 feet to a 5/8" iron rod set for corner;
- South 89°48'23" East, a distance of 213.60 feet to a 5/8" iron rod set for the beginning of a tangent curve to the right with a radius of 300.00 feet, a central angle of 22°10'01", and a chord bearing and distance of South 78°43'22" East, 115.34 feet;
- Southeasterly, with said curve, an arc distance of 116.07 feet to a 5/8" iron rod set for the beginning of a reverse curve to the left with a radius of 338.00 feet, a central angle of 19°39'12", and a chord bearing and distance of South 77°27'57" East, 115.37 feet;

- Southeasterly, with said curve, an arc distance of 115.94 feet to a 5/8" iron rod set for corner;
- South 02°42'26" West, a distance of 60.00 feet to a 5/8" iron rod set for corner;
- South 00°11'37" West, a distance of 101.53 feet to a 5/8" iron rod set for corner;
- South 29°08'50" East, a distance of 14.16 feet to a 5/8" iron rod set for corner;
- South 00°11'37" West, a distance of 474.90 feet to a 5/8" iron rod set for corner;
- South 40°27'04" West, a distance of 80.97 feet to a 5/8" iron rod set for corner;
- South 49°32'56" East, a distance of 137.22 feet to a 5/8" iron rod set for corner;
- North 85°27'04" East, a distance of 14.14 feet to a 5/8" iron rod set for corner;
- South 49°32'56" East, a distance of 60.00 feet to a 5/8" iron rod set for corner;
- South 04°32'56" East, a distance of 14.14 feet to a 5/8" iron rod set for corner;
- South 49°32'56" East, a distance of 39.93 feet to a 5/8" iron rod set for corner;
- South 47°01'06" East, a distance of 113.23 feet to a 5/8" iron rod set for corner;
- South 49°32'56" East, a distance of 74.53 feet to a 5/8" iron rod set for the beginning of a tangent curve to the right with a radius of 275.00 feet, a central angle of 8°39'18", and a chord bearing and distance of South 45°13'17" East, 41.50 feet;
- Southeasterly, with said curve, an arc distance of 41.54 feet to a 5/8" iron rod set for corner;
- South 40°53'38" East, a distance of 3.24 feet to a 5/8" iron rod set for corner;
- South 82°42'25" East, a distance of 14.91 feet to a 5/8" iron rod set for corner;
- South 33°27'33" East, a distance of 50.00 feet to a 5/8" iron rod set for the beginning of a non-tangent curve to the left with a radius of 220.00 feet, a central angle of 16°05'24", and a chord bearing and distance of South 48°29'45" West, 61.58 feet;
- Southwesterly, with said curve, an arc distance of 61.78 feet to a 5/8" iron rod set for corner;
- South 21°40'14" West, a distance of 15.53 feet to a 5/8" iron rod set for corner;
- South 49°32'56" East, a distance of 106.77 feet to a 5/8" iron rod set for the beginning of a tangent curve to the left with a radius of 141.00 feet, a central angle of 31°00'59", and a chord bearing and distance of South 65°03'26" East, 75.40 feet;
- Southeasterly, with said curve, an arc distance of 76.33 feet to a 5/8" iron rod set for corner;
- South 80°33'56" East, a distance of 18.93 feet to a 5/8" iron rod set for corner;
- North 19°21'43" East, a distance of 15.03 feet to a 5/8" iron rod set for corner;
- South 89°48'23" East, a distance of 60.00 feet to a 5/8" iron rod set for corner;
- South 00°11'37" West, a distance of 6.34 feet to a 5/8" iron rod set for the beginning of a non-tangent curve to the right with a radius of 55.00 feet, a central angle of 24°05'24", and a chord bearing and distance of South 31°06'11" East, 22.95 feet;
- Southeasterly, with said curve, an arc distance of 23.12 feet to a 5/8" iron rod set for corner;
- South 77°48'54" East, a distance of 141.16 feet to a 5/8" iron rod set for corner;
- South 00°11'37" West, a distance of 55.35 feet to a 5/8" iron rod set for corner;
- South 40°27'04" West, a distance of 160.21 feet to a 5/8" iron rod set for the beginning of a tangent curve to the left with a radius of 40.00 feet, a central angle of 90°00'00", and a chord bearing and distance of South 04°32'56" East, 56.57 feet;
- Southeasterly, with said curve, an arc distance of 62.83 feet to a 5/8" iron rod set for corner;

- South 40°27'04" West, a distance of 18.00 feet to a 5/8" iron rod set for the beginning of a non-tangent curve to the left with a radius of 40.00 feet, a central angle of 90°00'00", and a chord bearing and distance of South 85°27'04" West, 56.57 feet;
Southwesterly, with said curve, an arc distance of 62.83 feet to a 5/8" iron rod set for corner;
- South 40°27'04" West, a distance of 115.00 feet to a 5/8" iron rod set for corner;
- South 31°06'51" East, a distance of 15.81 feet to a 5/8" iron rod set for corner;
- South 40°27'04" West, a distance of 117.00 feet to a 5/8" iron rod set for corner;
- North 67°59'02" West, a distance of 15.81 feet to a 5/8" iron rod set for corner;
- South 40°27'04" West, a distance of 115.00 feet to a 5/8" iron rod set for the beginning of a tangent curve to the left with a radius of 40.00 feet, a central angle of 90°00'00", and a chord bearing and distance of South 04°32'56" East, 56.57 feet;
-- Southeasterly, with said curve, an arc distance of 62.83 feet to a 5/8" iron rod set for corner;
- South 40°27'04" West, a distance of 18.00 feet to a 5/8" iron rod set for the beginning of a non-tangent curve to the left with a radius of 40.00 feet, a central angle of 90°00'00", and a chord bearing and distance of South 85°27'04" West, 56.57 feet;
-- Southwesterly, with said curve, an arc distance of 62.83 feet to a 5/8" iron rod set for corner;
- South 40°27'04" West, a distance of 90.00 feet to a 5/8" iron rod set for corner;
- South 31°06'51" East, a distance of 15.81 feet to a 5/8" iron rod set for corner;
- South 40°27'04" West, a distance of 50.00 feet to a 5/8" iron rod set for corner;
- North 49°32'56" West, a distance of 16.33 feet to a 5/8" iron rod set for corner;
- North 67°59'02" West, a distance of 15.81 feet to a 5/8" iron rod set for corner;
- South 40°27'04" West, a distance of 90.00 feet to a 5/8" iron rod set for the beginning of a tangent curve to the left with a radius of 40.00 feet, a central angle of 90°00'00", and a chord bearing and distance of South 04°32'56" East, 56.57 feet;
Southeasterly, with said curve, an arc distance of 62.83 feet to a 5/8" iron rod set for corner;
- South 49°32'56" East, a distance of 94.93 feet to a 5/8" iron rod set for corner;
- South 40°27'04" West, a distance of 18.00 feet to a 5/8" iron rod set for corner;
- North 49°32'56" West, a distance of 58.00 feet to a 5/8" iron rod set for corner;
- South 40°27'04" West, a distance of 150.00 feet to a 5/8" iron rod set for corner;
- South 49°32'56" East, a distance of 58.00 feet to a 5/8" iron rod set for corner;
- South 40°27'04" West, a distance of 60.00 feet to a 5/8" iron rod set for corner;
- North 49°32'56" West, a distance of 23.13 feet to a 5/8" iron rod set for the beginning of a tangent curve to the left with a radius of 485.50 feet, a central angle of 9°53'02", and a chord bearing and distance of North 54°29'27" West, 83.65 feet;
-- Northwesterly, with said curve, an arc distance of 83.75 feet to a 5/8" iron rod set for the beginning of a non-tangent curve to the right with a radius of 108.50 feet, a central angle of 22°26'28", and a chord bearing and distance of South 46°26'34" West, 42.22 feet;
- Southwesterly, with said curve, an arc distance of 42.50 feet to a 5/8" iron rod set for the beginning of a non-tangent curve to the right with a radius of 634.00 feet, a central angle of 37°52'32", and a chord bearing and distance of South 19°59'50" West, 411.52 feet;

- Southwesterly, with said curve, an arc distance of 419.11 feet to a 5/8" iron rod set for corner;
- South 45°59'00" West, a distance of 143.58 feet to a 5/8" iron rod set for corner;
- South 49°44'15" West, a distance of 34.96 feet to a 5/8" iron rod set for corner;
- South 02°53'50" West, a distance of 117.65 feet to a 5/8" iron rod set for corner;
- South 43°46'25" East, a distance of 39.44 feet to a 5/8" iron rod set for the beginning of a tangent curve to the left with a radius of 1052.92 feet, a central angle of 46°07'00", and a chord bearing and distance of South 66°49'55" East, 824.79 feet;
- Southeasterly, with said curve, an arc distance of 847.48 feet to a 5/8" iron rod set for corner;
- South 89°53'25" East, a distance of 515.33 feet to a 5/8" iron rod set for corner;
- South 00°06'35" West, a distance of 43.00 feet to a 5/8" iron rod set in the north right-of-way line of Eldorado Parkway (FM 2934 – variable width ROW);

THENCE with said north right-of-way line, the following courses and distances to wit:

- North 89°53'25" West, a distance of 515.33 feet to a 5/8" iron rod set, for the beginning of a tangent curve to the right with a radius of 1095.92 feet, a central angle of 46°07'00", and a chord bearing and distance of North 66°49'55" West, 858.47 feet;
- Northwesterly, with said curve, an arc distance of 882.09 feet to a 5/8" iron rod set for corner;
- North 43°46'25" West, a distance of 473.76 feet to a 5/8" iron rod set, for the beginning of a tangent curve to the left with a radius of 1195.92 feet, a central angle of 32°08'41", and a chord bearing and distance of North 59°50'45" West, 662.18 feet;
- Northwesterly, with said curve, an arc distance of 670.95 feet to a 5/8" iron rod set in the southerly line of a 1.61 acre tract of land described in deed to the Frisco Independent School District recorded in Denton County Clerk's File No. 2006-34213 of the Real Property Records of Denton County, Texas;

THENCE with the east line of said 1.61 acre part of the way, the following courses and distances to wit:

- North 33°01'51" West, a distance of 50.60 feet to a 5/8" iron rod set for corner;
- North 10°57'34" East, a distance of 67.18 feet to a 5/8" iron rod set, for the beginning of a tangent curve to the left with a radius of 480.00 feet, a central angle of 27°17'34", and a chord bearing and distance of North 02°41'13" West, 226.49 feet;
- Northwesterly, with said curve, an arc distance of 228.65 feet to a 5/8" iron rod set for corner;
- North 16°20'00" West, a distance of 121.66 feet to a 5/8" iron rod set, for the beginning of a tangent curve to the right with a radius of 420.00 feet, a central angle of 22°20'15", and a chord bearing and distance of North 05°09'53" West, 162.71 feet;
- Northwesterly, with said curve, an arc distance of 163.74 feet to a 5/8" iron rod set for corner;
- North 06°00'15" East, a distance of 143.67 feet to a 5/8" iron rod set, for the beginning of a tangent curve to the right with a radius of 420.00 feet, a central angle of 39°24'10", and a chord bearing and distance of North 25°42'20" East, 283.18 feet;

- Northeasterly, with said curve, an arc distance of 288.84 feet to a 5/8" iron rod set for corner;
- North 45°24'25" East, a distance of 115.37 feet to a 5/8" iron rod set, for the beginning of a tangent curve to the left with a radius of 480.00 feet, a central angle of 45°38'30", and a chord bearing and distance of North 22°35'10" East, 372.34 feet;
- Northeasterly, with said curve, an arc distance of 382.37 feet to a 5/8" iron rod set for corner;
- North 00°14'03" West, a distance of 266.97 to a 5/8" iron rod set for corner;
- South 89°44'34" West, a distance of 905.34 feet to a 5/8" iron rod set in the east line of two tracts of land described in deed to Centex Homes recorded in Denton County Clerk's File No. 05-37863 and 05-51584 of the Real Property Records of Denton County, Texas;

THENCE with said east line and along a fence, North 00°15'28" West, a distance of 770.27 feet to the **POINT OF BEGINNING** and containing 100.3998 gross acres of land;

SAVE AND EXCEPT THE FOLLOWING 10 LOTS:

Lots 1 through 10, Block Q, Newman Village Phase One, a subdivision in the City of Frisco, Denton County, Texas, according to the map or plat thereof recorded on 8/29/08 in Cabinet Y, Pages 604-606 of the Plat Records of Denton County, Texas.

TRACT 2:

Easement Estate created pursuant to that reservation in Special Warranty Deed from Jim R. Newman and Dale Clinton Newman to Frisco Independent School District, filed March 24, 2006, under County Clerk's File No. 2006-34212, Real Property Records, Denton County, Texas.

TRACT 3:

Easement Estate created pursuant to that reservation in Special Warranty Deed from Jim R. Newman and Dale Clinton Newman to Frisco Independent School District, filed March 24, 2006, under County Clerk's File No. 2006-34213, Real Property Records, Denton County, Texas.

TRACT 4 (i.e. Phase 2 which was added by the First Supplement):

**LEGAL DESCRIPTION
73.7013 ACRES**

BEING a tract of land out of the J. Masters Survey, Abstract No. 831, in the City of Frisco, Denton County, Texas, being part of the tracts of land described in deed to Jim Randell Newman recorded in Volume 3393, Page 218 of the Real Property Records of Denton County, Texas, being part of the tract of land described in deed to Dale Clinton Newman recorded in Volume 3393, Page 228 of the Real Property Records of Denton

County, Texas, being part of the 149.5862 acre tract of land described in deed to Jim Randell Newman recorded in Document Number 2006-5361 of the Official Public Records of Denton County, Texas, being part of the 143.4269 acre tract of land described in deed to Dale Clinton Newman recorded in Document Number 2006-5360 of the Official Public Records of Denton County, Texas, being all of the 27.7909 acre tract of land described in deed to Deane Newman recorded in Document Number 2008-98365 of the Official Public Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found with a plastic cap stamped "KHA" (hereinafter called 5/8" iron rod found) in the west line of a 20.1161 acre tract of land described in deed to J.N. Newman Family Trust recorded in Denton County Clerk's File No. 2007-38783 of the Real Property Records of Denton County, Texas, for the easterly most northeast corner of Lot 1, Block O of Newman Village, Phase 1, an addition to the City of Frisco according to the plat thereof recorded in Cabinet Y, Page 604 of the Plat Records of Denton County, Texas;

THENCE with the north and east lines of said Newman Village, Phase 1, the following courses and distances to wit:

North 89 degrees 53 minutes 25 seconds West, a distance of 515.33 feet to a 5/8" iron rod found for the beginning of a tangent curve to the right with a radius of 1052.92 feet, a central angle of 46 degrees 07 minutes 00 seconds, and a chord bearing and distance of North 66 degrees 49 minutes 55 seconds West, 824.79 feet;

Northwesterly, with said curve, an arc distance of 847.48 feet to a 5/8" iron rod found for corner;

North 43 degrees 46 minutes 25 seconds West, a distance of 39.44 feet to a 5/8" iron rod found for corner;

North 02 degrees 53 minutes 50 seconds East, a distance of 117.65 feet to a 5/8" iron rod found for corner;

North 49 degrees 44 minutes 15 seconds East, a distance of 34.96 feet to a 5/8" iron rod found for corner;

North 45 degrees 59 minutes 00 seconds East, a distance of 143.58 feet to a 5/8" iron rod found for the beginning of a non-tangent curve to the left having a radius of 634.00 feet, a central angle of 37 degrees 52 minutes 32 seconds, a chord bearing and distance of North 19 degrees 59 minutes 50 seconds East, 411.52 feet;

Northeasterly, with said curve, an arc distance 419.11 feet to a 5/8" iron rod found for the beginning of a non-tangent curve to the left having a radius of 108.50 feet, a central angle of 22 degrees 26 minutes 28 seconds, a chord bearing and distance of North 46 degrees 26 minutes 34 seconds East, 42.22 feet;

Northeasterly, with said curve, an arc distance of 42.50 feet to a 5/8" iron rod found for the beginning of a non-tangent curve to the right having a radius of 485.50 feet, a central angle of 9 degrees 53 minutes 02 seconds, a chord bearing and distance of South 54 degrees 29 minutes 27 seconds East, 83.65 feet;

Southeasterly, with said curve, an arc distance 83.75 feet to a 5/8" iron rod found for corner;

South 49 degrees 32 minutes 56 seconds East, a distance of 23.13 feet to a 5/8" iron rod found for corner;

North 40 degrees 27 minutes 04 seconds East, a distance of 60.00 feet to a 5/8" iron rod found for corner;

North 49 degrees 32 minutes 56 seconds West, a distance of 58.00 feet to an aluminum disk found in concrete for corner;

North 40 degrees 27 minutes 04 seconds East, a distance of 150.00 feet to a 5/8" iron rod found for corner;

South 49 degrees 32 minutes 56 seconds East, a distance of 58.00 feet to a 5/8" iron rod found for corner;

North 40 degrees 27 minutes 04 seconds East, a distance of 18.00 feet to a 5/8" iron rod found for corner;

North 49 degrees 32 minutes 56 seconds West, a distance of 94.93 feet to a 5/8" iron rod found for the beginning of a tangent curve to the right with a radius of 40.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and a chord bearing and distance of North 04 degrees 32 minutes 56 seconds West, 56.57 feet;

Northwesterly, with said curve, an arc distance of 62.83 feet to a 5/8" iron rod found for corner;

North 40 degrees 27 minutes 04 seconds East, a distance of 90.00 feet to a 5/8" iron rod found for corner;

South 67 degrees 59 minutes 02 seconds East, a distance of 15.81 feet to a 5/8" iron rod found for corner;

South 49 degrees 32 minutes 56 seconds East, a distance of 16.33 feet to a 5/8" iron rod found for corner;

North 40 degrees 27 minutes 04 seconds East, a distance of 50.00 feet to a 5/8" iron rod found for corner;

North 31 degrees 06 minutes 51 seconds West, a distance of 15.81 feet to a 5/8" iron rod found for corner;

North 40 degrees 27 minutes 04 seconds East, a distance of 90.00 feet to a 5/8" iron rod found for the beginning of a tangent curve to the right with a radius of 40.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and a chord bearing and distance of North 85 degrees 27 minutes 04 seconds East, 56.57 feet;

Northeasterly, with said curve, an arc distance of 62.83 feet to a point for corner;

North 40 degrees 27 minutes 04 seconds East, a distance of 18.00 feet to a 5/8" iron rod found for the beginning of a non-tangent curve to the right having a radius of 40.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, a chord bearing and distance of North 04 degrees 32 minutes 56 seconds West, 56.57 feet;

Northwesterly, with said curve, an arc distance 62.83 feet to a 5/8" iron rod found for corner;

North 40 degrees 27 minutes 04 seconds East, a distance of 115.00 feet to a 5/8" iron rod found for corner;

South 67 degrees 59 minutes 02 seconds East, a distance of 15.81 feet to a 5/8" iron rod found for corner;

North 40 degrees 27 minutes 04 seconds East, a distance of 117.00 feet to a 5/8" iron rod found for corner;

North 31 degrees 06 minutes 51 seconds West, a distance of 15.81 feet to a 5/8" iron rod found for corner;

North 40 degrees 27 minutes 04 seconds East, a distance of 115.00 feet to a 5/8" iron rod found for the beginning of a tangent curve to the right with a radius of 40.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and a chord bearing and distance of North 85 degrees 27 minutes 04 seconds East, 56.57 feet;

Northeasterly, with said curve, an arc distance of 62.83 feet to a 5/8" iron rod found for corner;

North 40 degrees 27 minutes 04 seconds East, a distance of 18.00 feet to a 5/8" iron rod found for the beginning of a non-tangent curve to the right having a radius of 40.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, a chord bearing and distance of North 04 degrees 32 minutes 56 seconds West, 56.57 feet;

Northwesterly, with said curve, an arc distance of 62.83 feet to a 5/8" iron rod found for corner;

North 40 degrees 27 minutes 04 seconds East, a distance of 160.21 feet to a 5/8" iron rod found for corner;

North 00 degrees 11 minutes 37 seconds East, a distance of 55.35 feet to a 5/8" iron rod found for corner;

North 77 degrees 48 minutes 54 seconds West, a distance of 141.16 feet to a 5/8" iron rod found for the beginning of a non-tangent curve to the left having a radius of 55.00 feet, a central angle of 24 degrees 05 minutes 24 seconds, a chord bearing and distance of North 31 degrees 06 minutes 11 seconds West, 22.95 feet;

Northwesterly, with said curve, an arc distance 23.12 feet to a 5/8" iron rod found for corner;

North 00 degrees 11 minutes 37 seconds East, a distance of 6.34 feet to a 5/8" iron rod found for corner;

North 89 degrees 48 minutes 23 seconds West, a distance of 60.00 feet to a 5/8" iron rod found for corner;

South 19 degrees 21 minutes 43 seconds West, a distance of 15.03 feet to a 5/8" iron rod found for corner;

North 80 degrees 33 minutes 56 seconds West, a distance of 18.93 feet to a 5/8" iron rod found for the beginning of a tangent curve to the right with a radius of 141.00 feet, a central angle of 31 degrees 00 minutes 59 seconds, and a chord bearing and distance of North 65 degrees 03 minutes 26 seconds West, 75.40 feet;

Northwesterly, with said curve, an arc distance of 76.33 feet to a 5/8" iron rod found for corner;

North 49 degrees 32 minutes 56 seconds West, a distance of 106.77 feet to a 5/8" iron rod found for corner;

North 21 degrees 40 minutes 14 seconds East, a distance of 15.53 feet to a 5/8" iron rod found for the beginning of a non-tangent curve to the right having a radius of 220.00 feet, a central angle of 16 degrees 05 minutes 24 seconds, a chord bearing and distance of North 48 degrees 29 minutes 45 seconds East, 61.58 feet;

Northeasterly, with said curve, an arc distance 61.78 feet to a 5/8" iron rod found for corner;

North 33 degrees 27 minutes 33 seconds West, a distance of 50.00 feet to a 5/8" iron rod found for corner;

North 82 degrees 42 minutes 25 seconds West, a distance of 14.91 feet to a 5/8" iron rod found for corner;

North 40 degrees 53 minutes 38 seconds West, a distance of 3.24 feet to a 5/8" iron rod found for the beginning of a tangent curve to the left with a radius of 275.00 feet, a central angle of 8 degrees 39 minutes 18 seconds, and a chord bearing and distance of North 45 degrees 13 minutes 17 seconds West, 41.50 feet;

Northwesterly, with said curve, an arc distance of 41.54 feet to a 5/8" iron rod found for corner;

North 49 degrees 32 minutes 56 seconds West, a distance of 74.53 feet to a 5/8" iron rod found for corner;

North 47 degrees 01 minutes 06 seconds West, a distance of 113.23 feet to a 5/8" iron rod found for corner;

North 49 degrees 32 minutes 56 seconds West, a distance of 39.93 feet to a 5/8" iron rod found for corner;

North 04 degrees 32 minutes 56 seconds West, a distance of 14.14 feet to a 5/8" iron rod found for corner;

North 49 degrees 32 minutes 56 seconds West, a distance of 60.00 feet to a 5/8" iron rod found for corner;

South 85 degrees 27 minutes 04 seconds West, a distance of 14.14 feet to a 5/8" iron rod found for corner;

North 49 degrees 32 minutes 56 seconds West, a distance of 137.22 feet to a 5/8" iron rod found for corner;

North 40 degrees 27 minutes 04 seconds East, a distance of 80.97 feet to a 5/8" iron rod found for corner;

North 00 degrees 11 minutes 37 seconds East, a distance of 474.90 feet to a 5/8" iron rod found for corner;

North 29 degrees 08 minutes 50 seconds West, a distance of 14.16 feet to a 5/8" iron rod found for corner;

North 00 degrees 11 minutes 37 seconds East, a distance of 101.53 feet to a 5/8" iron rod found for corner;

North 02 degrees 42 minutes 26 seconds East, a distance of 60.00 feet to a 5/8" iron rod found for the beginning of a non-tangent curve to the right having a radius of 338.00 feet,

a central angle of 19 degrees 39 minutes 12 seconds, a chord bearing and distance of North 77 degrees 27 minutes 57 seconds West, 115.37 feet;

Northwesterly, with said curve, an arc distance 115.94 feet to a 5/8" iron rod found for the beginning of a reverse curve to the left with a radius of 300.00 feet, a central angle of 22 degrees 10 minutes 01 seconds, and a chord bearing and distance of North 78 degrees 43 minutes 22 seconds West, 115.34 feet;

Northwesterly, with said curve, an arc distance of 116.07 feet to a 5/8" iron rod found for corner;

North 89 degrees 48 minutes 23 seconds West, a distance of 213.60 feet to a 5/8" iron rod found for corner;

North 44 degrees 48 minutes 56 seconds West, a distance of 14.14 feet to a 5/8" iron rod found for corner;

South 87 degrees 06 minutes 20 seconds West, a distance of 60.09 feet to a 5/8" iron rod found for corner;

South 42 degrees 19 minutes 51 seconds West, a distance of 14.83 feet to a 5/8" iron rod found for the beginning of a non-tangent curve to the left having a radius of 750.00 feet, a central angle of 2 degrees 59 minutes 56 seconds, a chord bearing and distance of South 82 degrees 36 minutes 18 seconds West, 39.25 feet;

Southwesterly, with said curve, an arc distance 39.26 feet to a 5/8" iron rod found for the beginning of a reverse curve to the right with a radius of 500.00 feet, a central angle of 8 degrees 39 minutes 37 seconds, and a chord bearing and distance of South 85 degrees 26 minutes 08 seconds West, 75.50 feet;

Southwesterly, with said curve, an arc distance of 75.58 feet to an aluminum disk in concrete found for corner;

North 00 degrees 14 minutes 03 seconds West, a distance of 125.00 feet to a 5/8" iron rod found for the southeast corner of a 196.82 acre tract of land described in deed to Bert Field, Jr. recorded in Volume 523, Page 684 of the Deed Records of Denton County, Texas;

THENCE with the east line of said 196.82 acre tract, North 00 degrees 10 minutes 31 seconds East, a distance of 1031.96 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" (hereinafter called 5/8" iron rod set) for corner;

THENCE leaving said east line, the following courses and distances to wit:

South 59 degrees 13 minutes 36 seconds East, a distance of 975.23 feet to a 5/8" iron rod set for corner;

North 89 degrees 52 minutes 22 seconds East, a distance of 130.47 feet to a 5/8" iron rod set for corner;

North 39 degrees 57 minutes 19 seconds East, a distance of 12.88 feet to a 5/8" iron rod set for corner;

North 89 degrees 50 minutes 29 seconds East, a distance of 60.89 feet to a 5/8" iron rod set for corner;

South 49 degrees 27 minutes 03 seconds East, a distance of 15.17 feet to a 5/8" iron rod set for corner;

South 04 degrees 50 minutes 58 seconds East, a distance of 60.20 feet to a 5/8" iron rod set for corner;

South 44 degrees 52 minutes 22 seconds West, a distance of 14.14 feet to a 5/8" iron rod set for corner;

South 00 degrees 07 minutes 38 seconds East, a distance of 260.00 feet to a 5/8" iron rod set for corner;

South 45 degrees 07 minutes 38 seconds East, a distance of 14.14 feet to a 5/8" iron rod set for corner;

South 00 degrees 07 minutes 38 seconds East, a distance of 60.00 feet to a 5/8" iron rod set for corner;

South 44 degrees 52 minutes 22 seconds West, a distance of 14.14 feet to a 5/8" iron rod set for corner;

South 00 degrees 07 minutes 38 seconds East, a distance of 53.97 feet to a 5/8" iron rod set for the beginning of a tangent curve to the left with a radius of 700.00 feet, a central angle of 17 degrees 55 minutes 22 seconds, and a chord bearing and distance of South 09 degrees 05 minutes 19 seconds East, 218.08 feet;

Southeasterly, with said curve, an arc distance of 218.97 feet to a 5/8" iron rod set for corner;

South 18 degrees 03 minutes 00 seconds East, a distance of 44.97 feet to a 5/8" iron rod set for corner;

South 63 degrees 03 minutes 00 seconds East, a distance of 14.14 feet to a 5/8" iron rod set for corner;

South 18 degrees 03 minutes 00 seconds East, a distance of 60.00 feet to a 5/8" iron rod set for corner;

South 26 degrees 57 minutes 00 seconds West, a distance of 14.14 feet to a 5/8" iron rod set for corner;

South 18 degrees 03 minutes 00 seconds East, a distance of 68.31 feet to a 5/8" iron rod set for the beginning of a tangent curve to the right with a radius of 700.00 feet, a central angle of 15 degrees 30 minutes 49 seconds, and a chord bearing and distance of South 10 degrees 17 minutes 36 seconds East, 188.96 feet;

Southeasterly, with said curve, an arc distance of 189.54 feet to a 5/8" iron rod set for corner;

South 46 degrees 55 minutes 21 seconds East, a distance of 14.19 feet to a 5/8" iron rod set for corner;

South 00 degrees 01 minutes 46 seconds East, a distance of 100.04 feet to a 5/8" iron rod set for corner;

South 44 degrees 14 minutes 16 seconds West, a distance of 14.38 feet to a 5/8" iron rod set for corner;

South 00 degrees 11 minutes 37 seconds West, a distance of 291.46 feet to a 5/8" iron rod set for corner;

South 44 degrees 48 minutes 23 seconds East, a distance of 14.14 feet to a 5/8" iron rod set for corner;

South 89 degrees 48 minutes 23 seconds East, a distance of 277.09 feet to a 5/8" iron rod set for the beginning of a non-tangent curve to the right having a radius of 55.00 feet, a central angle of 52 degrees 26 minutes 17 seconds, a chord bearing and distance of South 88 degrees 12 minutes 26 seconds East, 48.60 feet;

Southeasterly, with said curve, an arc distance of 50.34 feet to a 5/8" iron rod set for corner;

North 28 degrees 00 minutes 43 seconds East, a distance of 171.13 feet to a 5/8" iron rod set for corner;

South 89 degrees 48 minutes 23 seconds East, a distance of 94.47 feet to a 5/8" iron rod set for corner;

South 00 degrees 11 minutes 37 seconds West, passing a 5/8" iron rod found for the northwest corner of a 13.4178 acre tract of land described in deed to Deane Newman recorded in Document Number 2008-98365 of the Official Public Records of Denton County, Texas at a distance of 550.70 feet, continuing with the west line of said 13.4178 acre tract a total distance of 1041.48 feet to a 5/8" iron rod found for the north corner of said 20.1161 acre tract;

THENCE with the west lines of said 20.1161 acre tract, the following courses and distances to wit:

South 40 degrees 27 minutes 04 seconds West, a distance of 126.83 feet to a 5/8" iron rod found for the beginning of a non-tangent curve to the left having a radius of 50.00 feet, a central angle of 56 degrees 47 minutes 46 seconds, a chord bearing and distance of South 28 degrees 18 minutes 47 seconds West, 47.56 feet;

Southwesterly, with said curve, an arc distance 49.56 feet to a 5/8" iron rod found for corner;

South 40 degrees 27 minutes 04 seconds West, a distance of 479.01 feet to a 5/8" iron rod found for the beginning of a non-tangent curve to the left having a radius of 51.90 feet, a central angle of 54 degrees 32 minutes 33 seconds, a chord bearing and distance of South 52 degrees 35 minutes 20 seconds West, 47.56 feet;

Southwesterly, with said curve, an arc distance 49.40 feet to a 5/8" iron rod found for corner;

South 40 degrees 27 minutes 04 seconds West, a distance of 144.00 feet to a 5/8" iron rod found for corner;

South 49 degrees 32 minutes 56 seconds East, a distance of 118.72 feet to a 5/8" iron rod found for the beginning of a tangent curve to the right with a radius of 100.00 feet, a central angle of 49 degrees 39 minutes 32 seconds, and a chord bearing and distance of South 24 degrees 43 minutes 10 seconds East, 83.98 feet;

Southeasterly, with said curve, an arc distance of 86.67 feet to a point for corner;

South 00 degrees 06 minutes 35 seconds West, a distance of 517.74 feet to a 5/8" iron rod found for corner;

South 89 degrees 53 minutes 25 seconds East, a distance of 230.00 feet to a 5/8" iron rod found for the beginning of a tangent curve to the right with a radius of 40.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and a chord bearing and distance of South 44 degrees 53 minutes 25 seconds East, 56.57 feet;

Southeasterly, with said curve, an arc distance of 62.83 feet to a 5/8" iron rod found for corner;

South 00 degrees 06 minutes 35 seconds West, a distance of 262.00 feet to the POINT OF BEGINNING and containing 73.7013 acres of land.

Bearing system based on the monuments found in the east line of Newman Village, Phase I, an addition to the City of Frisco according to the plat thereof recorded in Cabinet Y, Page 604 of the Plat Records of Denton County, Texas.

**** Electronically Filed Document ****

Denton County
Cynthia Mitchell
County Clerk

Document Number: 2010-71852
Recorded As : ERX-AMENDMENT

Recorded On: July 23, 2010
Recorded At: 01:14:02 pm
Number of Pages: 7

Recording Fee: \$35.00

Parties:
Direct- DARLING FRISCO PARTNERS LTD
Indirect-

Receipt Number: 706114
Processed By: Matt Ivory

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

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.



THE STATE OF TEXAS
COUNTY OF DENTON)

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

C Mitchell

County Clerk
Denton County, Texas

**SECOND AMENDMENT
TO
FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR NEWMAN VILLAGE**

THIS SECOND AMENDMENT TO FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NEWMAN VILLAGE ("Second Amendment") is executed to be effective as of the 12th day of July, 2010, by DARLING FRISCO PARTNERS, LTD., a Texas limited partnership ("Declarant").

RECITALS:

A. Declarant is the "Declarant" under that certain First Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Newman Village ("Restated Declaration") executed by Declarant, dated effective June 28, 2006, recorded in the Real Property Records of Denton County, Texas on September 11, 2008, as Document No. 2008-99716, as (i) supplemented by that certain First Supplement To First Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Newman Village ("First Supplement") executed by Declarant, dated effective February 13, 2009, recorded in the Real Property Records of Denton County, Texas on February 17, 2009, as Document No. 2009-18412), and (ii) amended by that certain First Amendment to First Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Newman Village ("First Amendment") executed by Declarant, dated effective May 7, 2009, recorded in the Real Property Records of Denton County, Texas on May 12, 2009, as Document No. 2009-56738, regarding certain land in Denton County, Texas.

B. The term "Declaration" as used in this Second Amendment, shall mean the Restated Declaration together with, and as supplemented by, the First Supplement, and together with, and as amended by, the First Amendment.

C. Section 9.02(a) of the Declaration provides that Declarant, acting alone and whether or not it has voting control of the Association, has the right during the Declarant Control Period, to amend the Restated Declaration.

D. The Declarant Control Period is still in effect under the Declaration and Declarant still maintains voting control of the Association.

E. Declarant desires to amend the Declaration as hereinafter set forth.

NOW, THEREFORE, pursuant to the rights and powers granted to Declarant in the Declaration, Declarant hereby declares as follows:

1. The Recitals set forth above are incorporated into this Second Amendment by reference and form a part of this Second Amendment.

2. Capitalized terms herein shall have the same meanings as set forth for such terms in the Declaration, unless otherwise amended herein.

3. Section 6.07 of the Declaration is hereby amended by deleting it in its entirety and replacing it with the following:

"6.07 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article VI but unpaid, shall, together with interest as provided in Section 6.06 hereof and the cost of collection, including attorneys' fees as herein provided, be a continuing lien and charge on the Lot(s) covered by such sums that are due, which shall bind such Lot(s) in the hands of the Owner and such Owner's heirs, devisees, personal representatives, successors or assigns. By purchasing a Lot, each Owner accepts such Lot subject to the liens, rights and powers granted by this Declaration. Such lien shall be superior to all other liens and charges against such Lots, except only for tax liens and all sums unpaid on a first Mortgage lien or first deed of trust lien of record, securing sums borrowed for the acquisition of the Lot in question. The Board of Directors shall have the power to subordinate such Assessment lien to any other lien, and shall have the option to determine if Fines shall be secured by lien against the offending Owner's Lot. The Board of Directors may cause to be prepared a written notice of lien or charge setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice shall be signed by an authorized representative of the Association and shall be recorded in the office of the County Clerk of the county in which such Lot is situated. Such lien for payment of Assessments shall attach with the priority above set forth from the date that such payment becomes delinquent and, subject to the provisions of this Section 6.07 and Article VII hereof, may be enforced by the nonjudicial foreclosure of the defaulting Owner's Lot by the Association in a like manner as a mortgage on real Property pursuant to Section 51.002 of the Texas Property Code, as amended from time to time, subsequent to the recording of a notice of Assessment lien as provided above, or the Association may institute suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially; provided however, notwithstanding anything to the contrary herein, the Association shall not institute any such nonjudicial or judicial foreclosure proceeding or suit until at least one hundred eighty (180) days after the date that such payment becomes delinquent. In any foreclosure proceeding, whether judicial or nonjudicial, the Owner shall be required to pay the costs, expenses, and reasonable attorneys' fees incurred. The Association shall have the power to bid on the Property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same; provided however, the (i) then-current individual officers and directors of the Association, (ii) the respective immediate family members of such then-current officers and directors, (iii) any other person acting on behalf or at the direction of any such then-current officers or directors individually (as opposed to such officer or director acting in his/her representative capacity on behalf of the Association), and (iv) any other person acting on behalf of or at the direction of the immediate family members of

any such then-current officers or directors, may not bid on the Property at any such foreclosure or other legal sale. For the purposes of the preceding sentence, "immediate family members" shall mean the (a) spouse, (b) children (including adopted children and step-children), (c) siblings (including adopted siblings, step-siblings and half-siblings) and (d) parents (including adoptive parents and step-parents) of the officer or director in question. Upon the written request of any Mortgagee, the Association shall use reasonable efforts to report to said Mortgagee any unpaid Assessments remaining unpaid for longer than forty-five (45) days after the same are due."

4. The Declaration, as amended by this Second Amendment, remains and continues in full force and effect.

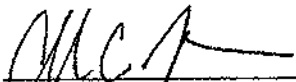
EXECUTED TO BE EFFECTIVE as of the date first above written.

(EXECUTION ON NEXT PAGE)

DECLARANT:

DARLING FRISCO PARTNERS, LTD.,
a Texas limited partnership

By: SHOAL LLC,
a Texas limited liability company
General Partner

By: 
Name: Cheryl C. Turner
Title: Vice President

ACKNOWLEDGMENT BY THE ASSOCIATION

By its execution below, the Association hereby acknowledges and agrees to the provisions set forth in this Second Amendment.

ASSOCIATION:

NEWMAN VILLAGE HOMEOWNERS
ASSOCIATION, INC.,
a Texas nonprofit corporation

By: 
Name: Michael Slack
Title: President

STATE OF TEXAS §
COUNTY OF Collin §

This instrument was acknowledged before me on the 22nd day of July, 2010, by Cheryl C. Turner, Vice President of Shoal LLC, a Texas limited liability company, general partner of Darling Frisco Partners, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

NOTARY SEAL:

Melissa Michelle Ellis
Notary Public, State of Texas

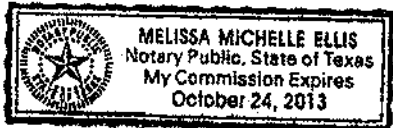


STATE OF TEXAS §
COUNTY OF Collin §

This instrument was acknowledged before me on the 22nd day of July, 2010, by Michael Slack, President of Newman Village Homeowners Association, Inc., a Texas nonprofit corporation, on behalf of said nonprofit corporation.

NOTARY SEAL:

Melissa Michelle Ellis
Notary Public, State of Texas



UPON RECORDING, RETURN TO:

Kathryn L. Koons, Esq.
Koons Real Estate Law
3400 Carlisle Street, Suite 400
Dallas, Texas 75204

Doc-71852

Doc-57158

Doc-58575

Extra Page for Recording

**THIRD AMENDMENT TO THE FIRST AMENDED
AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
NEWMAN VILLAGE**

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DENTON §

THIS THIRD AMENDMENT TO THE FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NEWMAN VILLAGE (this "Third Amendment") is made this 29th day of AUGUST, 2012, by the Newman Village Homeowners Association (the "Association").

WITNESSETH:

WHEREAS, Darling Frisco Partners, Ltd. ("Declarant") prepared that certain First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village and recorded same on or about September 11, 2008, as Document No. 2008-00716 of the Real Property Records of Denton County, Texas, as amended and supplemented (the "Declaration"); and

WHEREAS, the Declaration was amended by that certain "First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village" recorded on or about May 12, 2009, as Document No. 2009-56738 of the Real Property Records of Denton County, Texas (the "First Amendment"); and

WHEREAS, the Declaration was amended by that certain "Second Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village" recorded on or about July 23, 2010, as Document No. 2010-71862 of the Real Property Records of Denton County, Texas (the "Second Amendment"); and

WHEREAS, Section 209.0041 of the Texas Property Code provides for amendment of the Declaration by the vote of sixty-seven percent (67%) of the total votes allocated to property owners of the Association; and

WHEREAS, the following amendment to the Declaration has been approved by Owners representing at least sixty-seven percent (67%) of the total votes in the Association.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Article III, Section 3.12 of the Declaration is amended by adding the following paragraph thereto:

After 10:00 p.m. and before 6:00 a.m., a resident may not park a motor vehicle or leave a motor vehicle parked on a street unless the motor vehicle: (1) is transporting persons or property to or from the resident's place of residence; and

(2) remains parked on the street only for the period necessary to complete the transportation. Visitors or guests of a resident may park their vehicles on the street; provided, however, any such parking shall be only temporary, from day to day, and shall not exceed forty-eight (48) hours in duration, without the written consent of the Board. The Board may adopt reasonable rules and regulations governing the parking and operation of vehicles on the Property, which rules may include the towing of vehicles parked in violation of this Declaration or the rules and the levying of reasonable fines for such violations.

2. Except as modified by the First Amendment, the Second Amendment and this Third Amendment, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned officers do hereby certify that the foregoing amendment was approved by Owners representing at least sixty-seven percent (67%) of the total votes of the Association.

NEWMAN VILLAGE HOMEOWNERS ASSOCIATION

By: *Tracy Rohr*

Its: President

By: *Ch.C.A.*

Its: ~~Secretary~~ Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared *Tracy Rohr*, President of Newman Village Homeowners Association, a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this *29th* day of *AUGUST*, 2012.

Teresa Ann Lamb
Notary Public in and for the State of Texas

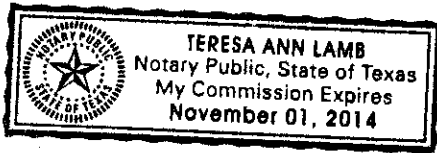
My Commission Expires: *November 1, 2014*



STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Troy Rohr, Secretary of Newman Village Homeowners Association, a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of AUGUST, 2012.



Teresa Ann Lamb
Notary Public in and for the State of Texas

My Commission Expires: November, 2014

AFTER RECORDING RETURN TO:
Riddle & Williams, P.C.
3710 Rawlins Street, Suite 1400
Dallas, Texas 75219

G:\PUD_AMD\NewmanVillage\thirdamendment

**** Electronically Filed Document ****

Denton County
Cynthia Mitchell
County Clerk

Document Number: 2012-113365
Recorded As : ERX-AMENDMENT

Recorded On: October 05, 2012
Recorded At: 02:02:51 pm
Number of Pages: 4

Recording Fee: \$28.00

Parties:
Direct- NEWMAN VILLAGE HOA
Indirect-

Receipt Number: 957782
Processed By: Patsy Sallee

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

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.



THE STATE OF TEXAS)
COUNTY OF DENTON)

I hereby certify that this instrument was FILED in the FBo Number sequence on the date/time printed herein, and was duly RECORDED in the Official Records of Denton County, Texas.

C Mitchell

County Clerk
Denton County, Texas

**** Electronically Filed Document ****

Denton County
Cynthia Mitchell
County Clerk

Document Number: 2014-95696
Recorded As : ERX-AMENDMENT

Recorded On: September 19, 2014
Recorded At: 12:07:11 pm
Number of Pages: 5

Recording Fee: \$42.00

Parties:

Direct- DARLING FRISCO PARTNERS LTD
Indirect-

Receipt Number: 1208516
Processed By: Michele Boutwell

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

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.



THE STATE OF TEXAS
COUNTY OF DENTON

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

C. Mitchell
County Clerk
Denton County, Texas

**FOURTH AMENDMENT
TO
FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR NEWMAN VILLAGE**

THIS FOURTH AMENDMENT TO FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NEWMAN VILLAGE ("Fourth Amendment") is executed to be effective as of the 17 day of ~~SEPTEMBER~~ 2014, by DARLING FRISCO PARTNERS, LTD., a Texas limited partnership ("Declarant").

RECITALS:

A. Declarant is the "Declarant" under that certain First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village ("Restated Declaration") executed by Declarant, dated effective June 28, 2006, recorded in the Real Property Records of Denton County, Texas on September 11, 2008, as Document No. 2008-99716, as (i) supplemented by that certain First Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village ("First Supplement") executed by Declarant, dated effective February 13, 2009, recorded in the Real Property Records of Denton County, Texas on February 17, 2009, as Document No. 2009-18412, (ii) amended by that certain First Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village ("First Amendment") executed by Declarant, dated effective May 7, 2009, recorded in the Real Property Records of Denton County, Texas on May 12, 2009, as Document No. 2009-56738, (iii) amended by that certain Second Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village ("Second Amendment") executed by Declarant, dated effective July 22, 2010, recorded in the Real Property Records of Denton County, Texas on July 23, 2010, as Document No. 2010-71852, (iv) amended by that certain Third Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village ("Third Amendment") executed by the Newman Village Homeowners Association, dated August 29, 2012, recorded in the Real Property Records of Denton County, Texas on October 5, 2012, as Document No. 2012-113365, and (v) supplemented by that certain Second Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village ("Second Supplement") executed by Declarant, dated effective February 15, 2013, recorded in the Real Property Records of Denton County, Texas on February 15, 2013, as Document No. 2013-18945, regarding certain land in Denton County, Texas.

B. The term "Declaration" as used in this Fourth Amendment, shall mean the Restated Declaration together with, and as supplemented by, the First Supplement and the Second Supplement, and together with, and as amended by, the First Amendment, the Second Amendment and the Third Amendment.

C. Section 9.02(a) of the Declaration provides that Declarant, acting alone and whether or not it has voting control of the Association, has the right during the Declarant Control Period, to amend the Declaration.

- D. The Declarant Control Period is still in effect under the Declaration.
- E. Declarant desires to amend the Declaration as hereinafter set forth.

NOW, THEREFORE, pursuant to the rights and powers granted to Declarant in the Declaration, Declarant hereby declares as follows:

1. The Recitals set forth above are incorporated into this Fourth Amendment by reference and form a part of this Fourth Amendment.
2. Capitalized terms herein shall have the same meanings as set forth for such terms in the Declaration, unless otherwise amended herein.
3. The Newman Village Matrix attached as a part of Exhibit "B" of the Declaration is hereby amended by replacing such matrix in its entirety and replacing it with the Newman Village Lot/Home Matrix attached as Exhibit "A" to this Fourth Amendment.
4. The Declaration, as amended by this Fourth Amendment, remains and continues in full force and effect.

EXECUTED TO BE EFFECTIVE as of the date first above written.

(EXECUTION ON NEXT PAGE)

EXHIBIT "A"**DARLING HOMES/ 285 acre NEWMAN VILLAGE MATRIX**

August 25, 2014

VILLAGE	APPROX. PRICE RANGE	TYPICAL LOT SIZE	MINIMUM SQUARE FOOTAGE	APPROX. PERCENTAGE OF HOME PRODUCT
Residential Level 1	\$350K – \$600K +	69' x 130' 69' x 125' 74' x 125' 79' x 140'	2,800 S.F. – Single Story 3,000 S.F. – 1-1/2 Story 3,300 S.F. – Two Story	40.9%
Residential Level 2	\$500K – \$800K +	90' x 140'	3,500 S.F. – Single Story 4,000 S.F. Two Story	21.4%
Residential Level 3 (Custom)	\$700K – \$1M +	100' x 140' 110' x 150' 130' x 160'	4,000 S.F. – Single Story 4,500 S.F. Two Story	11.0%
Residential - Patio	\$300K – \$500K +	52' x 135' 62' x 135' 65' x 130'+	2,500 S.F. – Single Story 3,000 S.F. – Two Story	26.7%

100%

**** Electronically Filed Document ****

Denton County
Juli Luke
County Clerk

Document Number: 2015-142766
Recorded As : ERX-AMENDMENT

Recorded On: December 14, 2015
Recorded At: 03:46:01 pm
Number of Pages: 4

Recording Fee: \$38.00

Parties:

Direct- DARLING FRISCO PARTNERS LTD
Indirect-

Receipt Number: 1369073
Processed By: Carmen Robinson

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

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.



THE STATE OF TEXAS)
COUNTY OF DENTON]

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

Juli Luke

County Clerk

**FOURTH AMENDMENT TO THE FIRST AMENDED
AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
NEWMAN VILLAGE**

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

THIS FOURTH AMENDMENT TO THE FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NEWMAN VILLAGE (this "Fourth Amendment") is made this 10th day of DECEMBER, 2015, by Darling Frisco Partners, Ltd ("Declarant").

WITNESSETH:

WHEREAS, Declarant prepared that certain First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village and recorded same on or about September 11, 2008, as Document No. 2008-99716 of the Real Property Records of Denton County, Texas, as amended and supplemented (the "Declaration"); and

WHEREAS, the Declaration was amended by that certain "First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village" recorded on or about May 12, 2009, as Document No. 2009-56738 of the Real Property Records of Denton County, Texas (the "First Amendment"); and

WHEREAS, the Declaration was amended by that certain "Second Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village" recorded on or about July 23, 2010, as Document No. 2010-71862 of the Real Property Records of Denton County, Texas (the "Second Amendment"); and

WHEREAS, the Declaration was amended by that certain "Third Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village" recorded on or about October 5, 2012, as Document No. 2012-113365 of the Real Property Records of Denton County, Texas (the "Third Amendment"); and

WHEREAS, Article IX, Section 9.02(a) of the Declaration provides that the Declarant may amend the Declaration at any time prior to the end of the Declarant Control Period (as defined in the Declaration); and

WHEREAS, the Declarant Control Period has not yet terminated.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Article III, Section 3.10 of the Declaration is amended by deleting the first sentence of this article and replacing it with the following:

No horns, whistles or bells (other than alarm devices used exclusively for security purposes) shall be located, used or placed on any of the property.

2. Article III, Section 3.17, Subsection (viii) of the Declaration is deleted in its entirety and replaced with the following:

(viii) Seasonal decorations such as Christmas or other holiday lighting and decorations, Halloween, July 4th and similar holiday decorations shall not be put up earlier than sixty (60) days prior to the holiday and the same must be removed within thirty (30) days after such holiday.

3. Except as modified by the First Amendment, the Second Amendment, the Third Amendment, this Fourth Amendment and any other amendment, the Declaration shall remain in full force and effect.

EXECUTED TO BE EFFECTIVE as of the date first above written.

DARLING FRISCO PARTNERS, LTD., a Texas limited Partnership

By: DFP Texas (GP), LLC, a Texas limited liability company,
its General Partner

By: 

Printed Name: Andrew Green

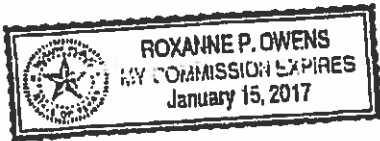
Title: VP-Finance

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Andrew Green, JP-France of DFP Texas (GP), Ltd., a Texas limited partnership, General Partner of Darling Frisco Partners, Ltd., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10 day of December, 2015.



Roxanne P. Owens
Notary Public in and for the State of Texas
My Commission Expires: 1/15/2017

Denton County
Juli Luke
County Clerk

Instrument Number: 8248

ERecordings-RP

DECLARATION

Recorded On: January 23, 2017 11:30 AM

Number of Pages: 10

" Examined and Charged as Follows: "

Total Recording: \$62.00

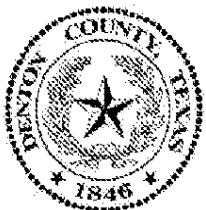
***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 8248
Receipt Number: 20170123000328
Recorded Date/Time: January 23, 2017 11:30 AM
User: TJD
Station: Station 9

Record and Return To:



STATE OF TEXAS
COUNTY OF DENTON

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

Juli Luke
County Clerk
Denton County, TX

**SIXTH AMENDMENT
TO
FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR NEWMAN VILLAGE**

THIS SIXTH AMENDMENT TO FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NEWMAN VILLAGE (this "Amendment") is executed to be effective as of the Effective Date (herein defined) by DARLING FRISCO PARTNERS, LTD., a Texas limited partnership ("Declarant").

RECITALS:

A. Declarant is the "Declarant" under that certain First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village (the "Restated Declaration") executed by Declarant, dated effective June 28, 2006, recorded in the Real Property Records of Denton County, Texas on September 11, 2008, as Document No. 2008-99716, as amended and supplemented by various instruments recorded in the Real Property Records of Denton County, Texas, including, without limitation, as follows: (i) First Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village dated effective May 7, 2009, recorded in the Real Property Records of Denton County, Texas on May 12, 2009, as Document No. 2009-56738, (ii) Second Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village dated effective July 22, 2010, recorded in the Real Property Records of Denton County, Texas on July 23, 2010, as Document No. 2010-71852, (iii) Third Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village dated August 29, 2012, recorded in the Real Property Records of Denton County, Texas on October 5, 2012, as Document No. 2012-113365, (iv) Fourth Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village dated September 17, 2014, recorded in the Real Property Records of Denton County, Texas on September 19, 2014, as Document No. 2014-95696, and (v) Fourth [sic] Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village dated December 10, 2015, recorded in the Real Property Records of Denton County, Texas on December 14, 2015, as Document No. 2015-142766.

B. The term "Declaration", as used in this Amendment, means the Restated Declaration as supplemented and amended.

C. Section 9.02(a) of the Declaration provides that Declarant, acting alone and whether or not it has voting control of the Association, has the right during the Declarant Control Period, to amend the Declaration.

D. The Declarant Control Period has not yet terminated.

E. Declarant desires to amend the Declaration as hereinafter set forth.

NOW, THEREFORE, pursuant to the rights and powers granted to Declarant in the Declaration, Declarant hereby declares as follows:

1. The Recitals set forth above are incorporated into this Amendment by reference and form a part of this Amendment.

2. Capitalized terms herein shall have the same meanings as set forth for such terms in the Declaration, unless otherwise amended or defined herein.

3. Section 1.01 of the Declaration is hereby deleted in its entirety and replaced with the following:

1.01 Architectural Control Committee. "Architectural Control Committee" means either the New Construction Committee or the Modifications Committee, as applicable and appropriate under the circumstances pursuant to Article V of this Declaration and as created pursuant to such Article V.

4. Article V of the Declaration is hereby deleted in its entirety and replaced with the following:

ARTICLE V
ARCHITECTURAL CONTROL COMMITTEE; NEW CONSTRUCTION
COMMITTEE; MODIFICATIONS COMMITTEE

5.01 Membership of New Construction Committee and Modifications Committee. The Architectural Control Committee, as such term is used in this Declaration, shall mean either the "New Construction Committee" (herein so called) or the "Modifications Committee" (herein so called), as applicable and appropriate under the circumstances pursuant to the terms and provisions hereof. The New Construction Committee shall consist of three (3) voting members ("NCC Voting Members") and such additional nonvoting members serving in an advisory capacity ("NCC Advisory Members") as Declarant (during the Declarant Control Period) or the Board of Directors (after the end of the Declarant Control Period) deems appropriate. Members of the New Construction Committee need not be Members of the Association or own any Lots. The address of the New Construction Committee for making any submissions shall be the address set forth in Section 5.02 below, unless a Supplemental Declaration is recorded stating a different address from time to time. The following individuals are hereby designated as the initial NCC Voting Members of the New Construction Committee:

Jim R. Newman
David Mathews
Lee Hiner

The Modifications Committee shall consist of up to three (3) voting members

(“MC Voting Members”) and such additional nonvoting members serving in an advisory capacity (“MC Advisory Members”) as Declarant (during the Declarant Control Period) or the Board of Directors (after the end of the Declarant Control Period) deems appropriate. Members of the Modifications Committee need not be Members of the Association or own any Lots. The address of the Modifications Committee for making any submissions shall be the address set forth in Section 5.02 below, unless a Supplemental Declaration is recorded stating a different address from time to time.

5.02 Address. The initial address of the New Construction Committee shall be:

c/o DFP Texas (GP), LLC
2500 Legacy Drive, Suite 100
Frisco, Texas 75034

The initial address of the Modifications Committee shall be:

c/o HOA Management Company
4131 Fallbrook Drive
Frisco, TX 75033

5.03 Action by New Construction Committee and Modifications Committee. Items or matters presented to the New Construction Committee shall be decided by a majority vote of the NCC Voting Members. Items or matters presented to the Modifications Committee shall be decided by a majority vote of the MC Voting Members.

5.04 Advisory Members. The NCC Voting Members may from time to time designate NCC Advisory Members. The MC Voting Members may from time to time designate MC Advisory Members.

5.05 Term. Each member of the New Construction Committee and the Modifications Committee shall hold office until such time as such member has resigned or has been removed or such member’s successor has been appointed, as provided herein.

5.06 Appointment of Members. During the Declarant Control Period, Declarant and its successors or assigns shall have the right to appoint and remove all members of the New Construction Committee and all members of the Modifications Committee. After the end of the Declarant Control Period, the Board of Directors shall have such right. Prior to the end of the Declarant Control Period, Declarant may delegate such right to the Board of Directors by written instrument at any time. If Declarant ever so delegates to the Board of Directors the right to appoint and remove members of the New Construction Committee and/or the Modifications Committee, the Board of Directors shall thereafter have

the right to appoint and remove all members of the New Construction Committee and/or the Modifications Committee, as applicable.

5.07 Adoption of Rules. The New Construction Committee may (but shall not be required to) adopt from time to time such procedural and substantive rules, not in conflict with this Declaration or the Guidelines (collectively, "Newman Village Architectural Control Committee Rules"), as it may deem necessary or proper for the performance of the duties of the New Construction Committee and/or the Modifications Committee, including but not limited to, fencing standards, contents, form and submission procedures for Plans and Specifications, and other similar codes and standards as it may deem necessary and desirable. Newman Village Architectural Control Committee Rules adopted pursuant to this section shall have the same force and effect as Association Rules and the provisions of this Declaration, and are to be enforced by the Board of Directors in the name of the Association. Any Newman Village Architectural Control Committee Rules that are adopted shall apply to matters for which the New Construction Committee has jurisdiction (as more particularly set forth in Section 5.08 below) as well as to matters for which the Modifications Committee has jurisdiction (as more particularly set forth in Section 5.08 below), unless any particular Newman Village Architectural Control Committee Rule specifically states that it is intended to apply only to matters under the jurisdiction of the New Construction Committee or the jurisdiction of the Modifications Committee, but not both.

5.08 Jurisdiction of New Construction Committee and Modifications Committee; Review of Proposed Construction. The New Construction Committee shall have exclusive jurisdiction over all original construction on any portion of the Property and over any matters that are not expressly within the jurisdiction of the Modifications Committee as set forth in the immediately following sentence. The Modifications Committee shall have exclusive jurisdiction over all modifications, additions or alterations to existing structures and to any landscaping or other modifications, additions or alterations to any front, side or rear yards on any Lot that has a residence constructed on such Lot. Prior to submitting Plans and Specifications, each Owner shall submit to the Architectural Control Committee (i.e., to either the New Construction Committee or the Modifications Committee, as appropriate) Preliminary Plans of planned Improvements for approval or disapproval by the Architectural Control Committee, which at the option of the Architectural Control Committee shall be submitted in electronic form and/or full sized hard copies. If the Architectural Control Committee shall fail to respond or disapprove Preliminary Plans within thirty (30) business days after submission thereof, the Preliminary Plans (but not the Plans and Specifications) shall be deemed approved. Whenever in this Declaration the approval of the Architectural Control Committee is required, the Architectural Control Committee shall have the right to consider all Preliminary Plans, and all Plans and Specifications, for the proposed Improvements and all other facts which, in its sole discretion, are relevant. Plans and Specifications

shall be submitted to the Architectural Control Committee after Preliminary Plans are approved or deemed approved by the Architectural Control Committee. Submitted Plans and Specifications shall include, but shall not be limited to (i) landscape plans; (ii) irrigation and drainage plans; (iii) plot plans showing location, size, shape, configuration and placement on the Lot of Improvements; (iv) site plans; (v) excavation and grading plans; (vi) drainage plans; (vii) fencing plans; (viii) elevations and construction techniques; (ix) samples of exterior colors; (x) plans for utility services; (xi) detailed construction plans with descriptions and samples of materials of all exterior construction; (xii) exterior lighting plans; and (xiii) all other documentation or information relevant to constructing or operating such Improvements. The Architectural Control Committee shall have the right to require additional types of plans and specifications, in its discretion. Except as otherwise specifically provided herein, at least thirty (30) business days prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the Architectural Control Committee, and construction thereof may not commence unless and until the Architectural Control Committee has approved such Plans and Specifications in writing. The Architectural Control Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board of Directors. The Architectural Control Committee shall have the authority to prohibit any Improvement on a Lot which is of such size or architectural design, or which involves the use of such landscaping, color schemes, exterior finishes and materials and similar features, as will be incompatible with the overall development of the Property, any master plan of the surrounding area, in the opinion of the Architectural Control Committee. The Architectural Control Committee shall have the authority to disapprove any proposed Improvement based upon the restrictions set forth in the preceding sentence, as well as based upon the Architectural Control Committee's discretion as to whether such Improvements shall be aesthetically pleasing and in harmony with the overall development of the Property, any master plan, the surrounding area, and with those certain Detailed Regulating Plans (herein so called) that the Architectural Control Committee will maintain and which may be amended from time to time by the Architectural Control Committee at its sole discretion. The decision of the Architectural Control Committee shall be final and binding. The fact that the Architectural Control Committee may have approved or denied a particular installation, condition, activity or item with respect to any particular Lot does not, by itself, constitute grounds for requiring such approval or denial with respect to any other Lot. Each application for Architectural Control Committee review shall be evaluated on its own merits, with the Architectural Control Committee exercising the broadest discretionary judgment that is consistent with the requirements of this Declaration. Approval of any Preliminary Plans and/or Plans or Specifications by the Architectural Control Committee shall not be deemed approved from the standpoint of structural safety, engineering soundness, conformance with building or other codes, safety, or

quality of construction. All activities of the New Construction Committee, the Modifications Committee, Declarant, the Board of Directors and the Association, as applicable, pursuant to this Article V shall be expressly subject to the provisions and protections of Section 5.12 below. Notwithstanding anything of the contrary in this Declaration, Preliminary Plans and Plans and Specification of Improvements to be built by Declarant or its affiliates need not be submitted or approved by the New Construction Committee or the Modifications Committee; however, such Improvements shall comply with the Guidelines.

5.09 Applications. Any applications for Architectural Control Committee approval must be accompanied by two (2) sets of Plans and Specifications, together with such renderings, samples, models, and other information as the Architectural Control Committee reasonably may require. One set of Plans and Specifications shall be reduced in size to 11 x 17 inches. Any application submitted other than by Owner must attach the Owner's written consent to the approval requested. The application must include the Owner's complete, current street address. If requested, the Architectural Control Committee may require the preliminary staking of such Improvements and structures according to such plan for Architectural Control Committee inspection. Any costs of filing and processing an application pursuant to this Article shall be at the expense of the applicant, and the Association may impose reasonable, uniform application fees to defray the respective costs of the New Construction Committee and/or the Modifications Committee. Any change to Plans and Specifications previously approved by the Architectural Control Committee must be approved by the Architectural Control Committee. The Architectural Control Committee will attempt to expedite, to the extent practical, any revised application made while construction is in progress, however the Architectural Control Committee shall not be required to act upon any such modified application in less than fifteen (15) days.

5.10 Work in Progress. The Architectural Control Committee may, at its option, but shall not be required to, inspect all work in progress to insure compliance with approved Plans and Specifications. Inspection of any work by the Architectural Control Committee shall not be deemed (i) certification or warranty that construction does in fact conform to Plans and Specification, or (ii) approval of such work from the standpoint of structural safety, engineering soundness, conformance with building or other codes, safety, or quality of construction.

5.11 No Waiver of Future Approvals. The approval or consent of the Architectural Control Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Control Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different Person.

5.12 Nonliability. Declarant, the New Construction Committee, the Modifications Committee, the Association, the Board of Directors, and their respective members, officers, directors, employees and agents, shall not be liable to any Owner or to any other Person for any loss, damage or injury arising out of their being in any way connected with the performance of the duties of the New Construction Committee, the Modifications Committee, Declarant, the Association, or the Board of Directors, under this Declaration, unless due to the willful misconduct or bad faith of the New Construction Committee, the Modifications Committee, Declarant, the Association, the Board of Directors, or the members, officers, directors, employees or agents of them, as the case may be. The New Construction Committee, the Modifications Committee, Declarant, the Association, the Board of Directors, and the members, officers, directors, employees and agents of each of them, shall not be liable to any Owner due to the construction of any Improvement within the Property or the creation thereby of an obstruction to the view from such Owner's Lot(s). In addition, Declarant, the New Construction Committee, the Modifications Committee, the Association, the Board of Directors, and their respective members, officers, directors, employees and agents, shall not be liable in damages to anyone submitting Plans and Specifications for approval, or to any Owner by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any Plans or Specifications or whether or not any Plans or Specifications comply with all laws, ordinances, codes, safety rules, industry standards or similar codes of conduct or standards. Every Person who submits Plans and Specifications, and every Owner, agrees by such submission not to bring any action or suit against the New Construction Committee, the Modifications Committee, Declarant, the Association, the Board of Directors, or the members, officers, directors, employees or agents of any of them, to recover any such damages and hereby releases and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to the claims, demands and causes of action not known at the time the release is given. The New Construction Committee, the Modifications Committee, Declarant, the Association, the Board of Directors, and their respective members, officers, directors, employees and agents, shall not be required to compensate any Owner or any Person for any losses or expenses relating to the actions of the New Construction Committee, the Modifications Committee, Declarant, the Association, the Board of Directors, or their respective members, officers, directors, employees and agents.

5.13 Variances. Upon submission of a written request for same, the Architectural Control Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install Improvements which are in variance from the provisions of this Declaration, the Newman Village Architectural

Control Committee Rules and the Detailed Regulating Plans, as the foregoing are promulgated from time to time. In any case, however, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the Subdivision. Written requests for variances shall be deemed to be disapproved if the Architectural Control Committee has not expressly and in writing, approved such request within thirty (30) days of the submission of such request. No member of the Architectural Control Committee shall be liable to any Owner for any claims, causes of action, or damages arising out of the grant of any variance to an Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Architectural Control Committee's right to strictly enforce the provisions of this Declaration.

5. Section 6.01(b) of the Declaration is hereby deleted in its entirety and replaced with the following:

(b) Upon each transfer of record title of a Lot from time to time by an Owner (other than a transfer by Declarant to a Builder, or a transfer by a Builder to another Builder, or a transfer by a Builder to Declarant), a contribution in the amount of four (4) months of Regular Assessments (a "Working Capital Contribution") shall be made at the closing of such transfer by the purchaser of such Lot to the operating expense account for the Association. This amount is not refundable, shall be in addition to, not in lieu of, monthly Regular Assessments levied on the Lot and shall not be considered an advance payment of any portion thereof. This amount shall be deposited into the operating expense account for the Association and disbursed therefrom to the Association or to the Declarant if the Association is not yet established and shall be used for normal operating expenses of the Association pursuant to the terms of this Declaration and the Bylaws of the Association. Such amount shall be reviewed yearly and may be increased by the Board of Directors; provided, however, that such increase shall in no event exceed ten percent (10%) over the previous year's Working Capital Contribution, unless otherwise provided for in an amendment to this Declaration."

6. The Declaration, as amended by this Amendment, remains and continues in full force and effect.

(EXECUTION ON NEXT PAGE)

EXECUTED on the date set forth below, to be effective as of the date this Amendment is recorded in the Real Property Records of Denton County, Texas (the "Effective Date").

DECLARANT:

DARLING FRISCO PARTNERS, LTD.,
a Texas limited partnership

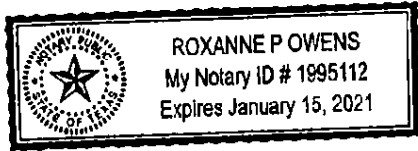
By: DFP Texas (GP), LLC,
a Texas limited liability company,
its General Partner

By: *Andrew Green*
Name: Andrew Green
Title: VP-Finance

STATE OF TEXAS §
COUNTY OF Collin §
§

This instrument was acknowledged before me on the 23rd day of January, 2017, by Andrew Green, VP-Finance of DFP Texas (GP), LLC, a Texas limited liability company, the General Partner of Darling Frisco Partners, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

[SEAL]



Roxanne P Owens
Notary Public, State of Texas

UPON RECORDING, RETURN TO:

David C. Chang, Esq.
Koons Real Estate Law
3400 Carlisle Street, Suite 400
Dallas, Texas 75204



VG-31-2019-81416

**Denton County
Juli Luke
County Clerk**

Instrument Number: 81416

Real Property Recordings

AMENDMENT

Recorded On: July 09, 2019 01:43 PM

Number of Pages: 7

" Examined and Charged as Follows: "

Total Recording: \$50.00

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

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 81416
Receipt Number: 20190709000441
Recorded Date/Time: July 09, 2019 01:43 PM
User: Katherine S
Station: Station 38

Record and Return To:

DARLING FRISCO PARTNERS, LTD.
2500 LEGACY DRIVE, SUITE #100

FRISCO TX 75034



STATE OF TEXAS
COUNTY OF DENTON

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

Juli Luke
County Clerk
Denton County, TX

**SEVENTH AMENDMENT
TO
FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR NEWMAN VILLAGE**

THIS SEVENTH AMENDMENT TO FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NEWMAN VILLAGE (this "Amendment") is executed to be effective as of the 9th day of 2019 July, 2019 by DARLING FRISCO PARTNERS, LTD., a Texas limited partnership ("Declarant").

RECITALS:

A. Declarant is the "Declarant" under that certain First Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Newman Village (as amended and supplemented, the "Declaration") executed by Declarant, dated effective June 28, 2006, recorded in the Real Property Records of Denton County, Texas on September 11, 2008, as Document No. 2008-99716, as amended by that certain First Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective May 7, 2009, recorded in the Real Property Records of Denton County, Texas on May 12, 2009, as Document No. 2009-56738, as amended by that certain Second Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective July 22, 2010, recorded in the Real Property Records of Denton County, Texas on July 23, 2010, as Document No. 2010-71852, as amended by that certain Third Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Newman Village Homeowners Association, dated effective August 29, 2012, recorded in the Real Property Records of Denton County, Texas on October 5, 2012, as Document No. 2012-113365, as amended by that certain Fourth Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective September 17, 2014, recorded in the Real Property Records of Denton County, Texas on September 19, 2014, as Document No. 2014-95696, as amended by that certain Fourth [sic] Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village dated December 10, 2015, recorded in the Real Property Records of Denton County, Texas on December 14, 2015, as Document No. 2015-142766, as amended by that certain Sixth Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village dated January 23, 2017, recorded in the Real Property Records of Denton County, Texas on January 23, 2017, as Document No. 2017-8248, as affected by that certain First Supplement to First Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Newman Village, executed by Declarant, dated effective February 13, 2009, recorded in the Real Property Records of Denton County, Texas on February 17, 2009, as Document No. 2009-18412, as affected by that certain Second Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective February 15, 2013, recorded in the Real Property Records of Denton County, Texas on February 15, 2013, as Document No. 2013-18945, as affected by that certain Third Supplement to First Amended And Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective November 4, 2014,

recorded in the Real Property Records of Denton County, Texas on November 7, 2014, as Document No. 2014-113648, as affected by that certain Fourth Supplement to First Amended And Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective September 9, 2015, recorded in the Real Property Records of Denton County, Texas on September 19, 2015, as Document No. 2015-105890, and as affected by that certain Fifth Supplement to First Amended And Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, Newman Village Construction, LLC, and Newman Village Homeowners Association, dated effective October 31, 2018, recorded in the Real Property Records of Denton County, Texas on November 9, 2018, as Document No. 2018-132514. The Declaration amended, superseded, replaced and restated that certain "Declaration of Covenants, Conditions and Restrictions for Newman Village" dated June 28, 2006 recorded as Document No. 2006-79420 in the Real Property Records of Denton County, Texas, as corrected by that certain "Corrective Amendment of Declaration of Covenants, Conditions and Restrictions for Newman Village," dated to be effective June 28, 2006, recorded as Document No. 2007-36288 in the Real Property Records of Denton County, Texas, in their entirety.

B. Section 9.02(a) of the Declaration provides that Declarant, acting alone and whether or not it has voting control of the Association, has the right during the Declarant Control Period, to amend the Declaration.

C. The Declarant Control Period is still in effect under the Declaration.

D. Declarant desires to amend the Declaration as hereinafter set forth.

NOW, THEREFORE, pursuant to the rights and powers granted to Declarant in the Declaration, Declarant hereby declares as follows:

1. The Recitals set forth above are incorporated into this Amendment by reference and form a part of this Amendment.

2. Capitalized terms herein shall have the same meanings as set forth for such terms in the Declaration, unless otherwise amended or defined herein.

3. Section 4.08 of the Declaration is hereby amended by adding the following as a new subsection (d) thereunder:

"(d) In addition to, and not in limitation of, the power and authority of the Association as set forth elsewhere in this Declaration, the Association, acting through the Board of Directors pursuant to a majority vote of the Board of Directors, shall have the power and authority (but not the obligation) from time to time:

(i) To change the designation of any real property within the Property that is (1) a Common Element and (2) owned by the Association, from a Common Element to a non-Common Element (each such converted real property being referred to herein as a "Converted Property"), whereupon such Converted Property will no longer be deemed a Common Element and shall be considered a Lot as

defined in Section 1.17 of the Declaration; provided however, (x) the Converted Property must not contain any Improvements (other than trees, landscaping, walls, fencing and/or other items similar to the foregoing) thereon at the time its designation is changed from a Common Element to a non-Common Element and (y) without limitation of any of the foregoing, no real property owned by the Association that contains any clubhouse, amenity center, pavilions, gazebos, picnic areas, pools, parks, playgrounds, sports courts, hiking and biking trails, monuments, entry features, sculptures and/or private roads shall be designated as a Converted Property; and

(ii) To grant and convey to any Person fee title to the Converted Property, and in such case, the grantee of the Converted Property shall use such Converted Property as a Lot and in compliance with this Declaration, the Guidelines, the Association Rules, the Newman Village Architectural Control Committee Rules, any and all other rules, restrictions, regulations, guidelines and requirements promulgated from time to time pursuant to this Declaration and/or by the Declarant, the Association, the New Construction Committee or the Modifications Committee, and any and all applicable governmental requirements."

4. Section 8.01 of the Declaration is hereby amended by adding the following sentence to the end of such Section 8.01:

"Further, Declarant reserves the right, and all Owners and the Association agree to cooperate, to grant, dedicate, reserve or otherwise create, at any time or from time to time, easements in favor of Declarant and/or the Association, and its respective successors, assigns, contractors, subcontractors, invitees, agents, employees and representatives, over, upon, across, under and through any Lot or any portion of the Property as is necessary or efficient to access and install, service, repair, maintain, replace, use, operate and/or remove utilities meters, boxes, controllers and other similar devices that serve, benefit, relate to, or are a part of, any Common Elements."

5. The Declaration, as amended by this Amendment, remains and continues in full force and effect. In the event of any conflict between the terms of this Amendment and the terms of the Declaration, the terms of this Amendment shall control.

6. This Amendment may be executed simultaneously in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

APPROVAL BY HOMESTEAD DECLARANT

The undersigned, as the Homestead Declarant (as defined in the Fifth Supplement to the Declaration), hereby joins in the execution of this Amendment to evidence its approval of this Amendment.

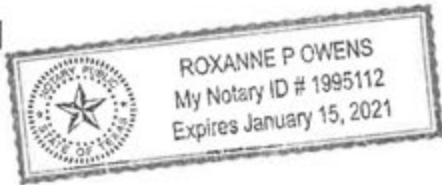
NEWMAN VILLAGE CONSTRUCTION, LLC,
a Texas limited liability company

By: Jim R Newman GM
Name: Jim R Newman
Title: General Manager

STATE OF TEXAS §
 §
COUNTY OF Gallin §

This instrument was acknowledged before me on the 9 day of July, 2019, by Jim R Newman, General Manager of Newman Village Construction, LLC, a Texas limited liability company, on behalf of said limited liability company.

[Seal]



Roxanne P Owens
Notary Public, State of Texas

My Commission expires:
1/15/2021

UPON RECORDING, RETURN TO:

Darling Frisco Partners, Ltd.
2500 Legacy Drive, Suite #100
Frisco, TX 75034
Attn: Elizabeth Davidson



Denton County Clerk

Juli Luke
1450 E McKinney St
Denton, TX 76209

Main: (940) 349-2012 **Fax:** (940) 349-2013

Receipt: 20191031000184
Date: 10/31/2019
Time: 09:57AM
By: Lisa V
Station: Station 36
Status: ORIGINAL COPY

<u>Seq</u>	<u>Item</u>	<u>Document Description</u>	<u>Number</u>	<u>Number Of</u>	<u>Amount</u>	<u>Serial Number</u>	<u>GF Number</u>
1	Real Property Recordings	DEC	138640	7	\$50.00		
				Order Total	(1)	\$50.00	

<u>Seq</u>	<u>Payment Method</u>	<u>Transaction Id</u>	<u>Comment</u>	<u>Total</u>
1	<u>VitalChek</u>	<u>98029790</u>		\$50.00
Total Payments				(1) <u>\$50.00</u>
Change Due				\$0.00

DUSTY DELLINGER

For more information about the County Clerk's office and to search property records online, please visit www.dentoncounty.com/ccl



VG-191-2019-138640

Denton County
Juli Luke
County Clerk

Instrument Number: 138640

Real Property Recordings

DECLARATION

Recorded On: October 31, 2019 09:57 AM

Number of Pages: 7

" Examined and Charged as Follows: "

Total Recording: \$50.00

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

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 138640
Receipt Number: 20191031000184
Recorded Date/Time: October 31, 2019 09:57 AM
User: Lisa V
Station: Station 36

Record and Return To:

Darling Frisco Partners, Ltd.
2500 Legacy Drive, Suite #100
Attn: Elizabeth Davidson
Frisco TX 75034



STATE OF TEXAS
COUNTY OF DENTON

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

Juli Luke
County Clerk
Denton County, TX

**EIGHTH AMENDMENT
TO
FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR NEWMAN VILLAGE**

THIS EIGHTH AMENDMENT TO FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NEWMAN VILLAGE (this "Amendment") is executed to be effective as of the 31st day of October, 2019 by DARLING FRISCO PARTNERS, LTD., a Texas limited partnership ("Declarant").

RECITALS:

A. Declarant is the "Declarant" under that certain First Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Newman Village (as amended and supplemented, the "Declaration") executed by Declarant, dated effective June 28, 2006, recorded in the Real Property Records of Denton County, Texas on September 11, 2008, as Document No. 2008-99716, as amended by that certain First Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective May 7, 2009, recorded in the Real Property Records of Denton County, Texas on May 12, 2009, as Document No. 2009-56738, as amended by that certain Second Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective July 22, 2010, recorded in the Real Property Records of Denton County, Texas on July 23, 2010, as Document No. 2010-71852, as amended by that certain Third Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Newman Village Homeowners Association, dated effective August 29, 2012, recorded in the Real Property Records of Denton County, Texas on October 5, 2012, as Document No. 2012-113365, as amended by that certain Fourth Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective September 17, 2014, recorded in the Real Property Records of Denton County, Texas on September 19, 2014, as Document No. 2014-95696, as amended by that certain Fourth [sic] Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village dated December 10, 2015, recorded in the Real Property Records of Denton County, Texas on December 14, 2015, as Document No. 2015-142766, as amended by that certain Sixth Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village dated January 23, 2017, recorded in the Real Property Records of Denton County, Texas on January 23, 2017, as Document No. 2017-8248, as amended by that certain Seventh Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village dated July 9, 2019, recorded in the Real Property Records of Denton County, Texas on July 9, 2019, as Document No. 2019-81416, as affected by that certain First Supplement to First Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Newman Village, executed by Declarant, dated effective February 13, 2009, recorded in the Real Property Records of Denton County, Texas on February 17, 2009, as Document No. 2009-18412, as affected by that certain Second Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective February 15, 2013, recorded in the Real Property Records of Denton

County, Texas on February 15, 2013, as Document No. 2013-18945, as affected by that certain Third Supplement to First Amended And Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective November 4, 2014, recorded in the Real Property Records of Denton County, Texas on November 7, 2014, as Document No. 2014-113648, as affected by that certain Fourth Supplement to First Amended And Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective September 9, 2015, recorded in the Real Property Records of Denton County, Texas on September 19, 2015, as Document No. 2015-105890, and as affected by that certain Fifth Supplement to First Amended And Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, Newman Village Construction, LLC, and Newman Village Homeowners Association, dated effective October 31, 2018, recorded in the Real Property Records of Denton County, Texas on November 9, 2018, as Document No. 2018-132514 (the "Fifth Supplement"). The Declaration amended, superseded, replaced and restated that certain "Declaration of Covenants, Conditions and Restrictions for Newman Village" dated June 28, 2006 recorded as Document No. 2006-79420 in the Real Property Records of Denton County, Texas, as corrected by that certain "Corrective Amendment of Declaration of Covenants, Conditions and Restrictions for Newman Village," dated to be effective June 28, 2006, recorded as Document No. 2007-36288 in the Real Property Records of Denton County, Texas, in their entirety.

B. Subject to the approval right of Homestead Declarant as expressly set forth in Section 12 of the Fifth Supplement, Section 9.02(a) of the Declaration provides that Declarant, acting alone and whether or not it has voting control of the Association, has the right during the Declarant Control Period, to amend the Declaration.

C. The Declarant Control Period is still in effect under the Declaration.

D. Declarant desires to amend the Declaration as hereinafter set forth, and Homestead Declarant approves of such amendment.

NOW, THEREFORE, pursuant to the rights and powers granted to Declarant in the Declaration, Declarant hereby declares as follows:

1. The Recitals set forth above are incorporated into this Amendment by reference and form a part of this Amendment.

2. Capitalized terms herein shall have the same meanings as set forth for such terms in the Declaration, unless otherwise amended or defined herein.

3. Section 6.01(b) of the Declaration is hereby deleted in its entirety and replaced with the following:

(b) Upon each transfer of record title of a Lot from time to time by an Owner (other than a transfer by Declarant to a Builder, or a transfer by a Builder to another Builder, or a transfer by a Builder to Declarant), a contribution in the amount of six (6) months of Regular Assessments (a "Working Capital

Contribution") shall be made at the closing of such transfer by the purchaser of such Lot to the operating expense account for the Association. This amount is not refundable, shall be in addition to, not in lieu of, monthly Regular Assessments levied on the Lot and shall not be considered an advance payment of any portion thereof. This amount shall be deposited into the operating expense account for the Association and disbursed therefrom to the Association or to the Declarant if the Association is not yet established and shall be used for normal operating expenses of the Association pursuant to the terms of this Declaration and the Bylaws of the Association. Such amount shall be reviewed yearly and may be increased by the Board of Directors; provided, however, that such increase shall in no event exceed ten percent (10%) over the previous year's Working Capital Contribution, unless otherwise provided for in an amendment to this Declaration."

4. The Declaration, as amended by this Amendment, remains and continues in full force and effect. In the event of any conflict between the terms of this Amendment and the terms of the Declaration, the terms of this Amendment shall control.

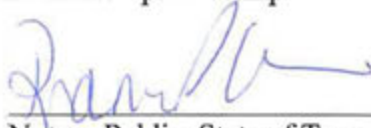
5. This Amendment may be executed simultaneously in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

STATE OF TEXAS §

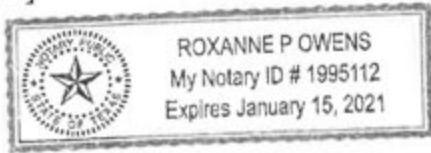
COUNTY OF Collin §

This instrument was acknowledged before me on the 30th day of October, 2019, by Mitch Army, VP Construction of DFP Texas (GP), LLC, a Texas limited liability company, the General Partner of Darling Frisco Partners, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.



Notary Public, State of Texas

[Seal]



My Commission expires:
1/15/21

**NINTH AMENDMENT
TO
FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR NEWMAN VILLAGE**

THIS NINTH AMENDMENT TO FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NEWMAN VILLAGE (this "Amendment") is executed to be effective as of the 11 day of DECEMBER, 2020 by DARLING FRISCO PARTNERS, LTD., a Texas limited partnership ("Declarant").

RECITALS:

A. Declarant is the "Declarant" under that certain First Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Newman Village (as amended and supplemented, the "Declaration") executed by Declarant, dated effective June 28, 2006, recorded in the Real Property Records of Denton County, Texas on September 11, 2008, as Document No. 2008-99716, as amended by that certain First Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective May 7, 2009, recorded in the Real Property Records of Denton County, Texas on May 12, 2009, as Document No. 2009-56738, as amended by that certain Second Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective July 22, 2010, recorded in the Real Property Records of Denton County, Texas on July 23, 2010, as Document No. 2010-71852, as amended by that certain Third Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Newman Village Homeowners Association, dated effective August 29, 2012, recorded in the Real Property Records of Denton County, Texas on October 5, 2012, as Document No. 2012-113365, as amended by that certain Fourth Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective September 17, 2014, recorded in the Real Property Records of Denton County, Texas on September 19, 2014, as Document No. 2014-95696, as amended by that certain Fourth [sic] Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village dated December 10, 2015, recorded in the Real Property Records of Denton County, Texas on December 14, 2015, as Document No. 2015-142766, as amended by that certain Sixth Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village dated January 23, 2017, recorded in the Real Property Records of Denton County, Texas on January 23, 2017, as Document No. 2017-8248, as amended by that certain Seventh Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village dated July 9, 2019, recorded in the Real Property Records of Denton County, Texas on July 9, 2019, as Document No. 2019-81416, as amended by that certain Eighth Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village dated October 31, 2019, recorded in the Real Property Records of Denton County, Texas on October 31, 2019, as Document No. 2019-138640, as affected by that certain First Supplement to First Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Newman Village, executed by Declarant, dated effective February 13, 2009, recorded in the Real Property Records of Denton County, Texas on February 17, 2009, as

Document No. 2009-18412, as affected by that certain Second Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective February 15, 2013, recorded in the Real Property Records of Denton County, Texas on February 15, 2013, as Document No. 2013-18945, as affected by that certain Third Supplement to First Amended And Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective November 4, 2014, recorded in the Real Property Records of Denton County, Texas on November 7, 2014, as Document No. 2014-113648, as affected by that certain Fourth Supplement to First Amended And Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective September 9, 2015, recorded in the Real Property Records of Denton County, Texas on September 19, 2015, as Document No. 2015-105890, and as affected by that certain Fifth Supplement to First Amended And Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, Newman Village Construction, LLC, and Newman Village Homeowners Association, dated effective October 31, 2018, recorded in the Real Property Records of Denton County, Texas on November 9, 2018, as Document No. 2018-132514 (the "Fifth Supplement"). The Declaration amended, superseded, replaced and restated that certain "Declaration of Covenants, Conditions and Restrictions for Newman Village" dated June 28, 2006 recorded as Document No. 2006-79420 in the Real Property Records of Denton County, Texas, as corrected by that certain "Corrective Amendment of Declaration of Covenants, Conditions and Restrictions for Newman Village," dated to be effective June 28, 2006, recorded as Document No. 2007-36288 in the Real Property Records of Denton County, Texas, in their entirety.

B. Subject to the approval right of Homestead Declarant as expressly set forth in Section 12 of the Fifth Supplement, Section 9.02(a) of the Declaration provides that Declarant, acting alone and whether or not it has voting control of the Association, has the right during the Declarant Control Period, to amend the Declaration.

C. The Declarant Control Period is still in effect under the Declaration.

D. Declarant desires to amend the Declaration as hereinafter set forth, and Homestead Declarant approves of such amendment.

NOW, THEREFORE, pursuant to the rights and powers granted to Declarant in the Declaration, Declarant hereby declares as follows:

1. The Recitals set forth above are incorporated into this Amendment by reference and form a part of this Amendment.

2. Capitalized terms herein shall have the same meanings as set forth for such terms in the Declaration, unless otherwise amended or defined herein.

3. Section 6.01(b) of the Declaration is hereby deleted in its entirety and replaced with the following:

(b) Upon each transfer of record title of a Lot from time to time by an Owner (other than a transfer by Declarant to a Builder, or a transfer by a Builder to another Builder, or a transfer by a Builder to Declarant), a contribution in the amount of \$2,000.00 (a "Working Capital Contribution") shall be made at the closing of such transfer by the purchaser of such Lot to the operating expense account for the Association. This amount is not refundable, shall be in addition to, not in lieu of, monthly Regular Assessments levied on the Lot and shall not be considered an advance payment of any portion thereof. This amount shall be deposited into the operating expense account for the Association and disbursed therefrom to the Association or to the Declarant if the Association is not yet established and shall be used for normal operating expenses of the Association pursuant to the terms of this Declaration and the Bylaws of the Association. Such amount shall be reviewed yearly and may be increased by the Board of Directors; provided, however, that such increase shall in no event exceed fifteen percent (15%) over the previous year's Working Capital Contribution, unless otherwise provided for in an amendment to this Declaration."

4. The Declaration, as amended by this Amendment, remains and continues in full force and effect. In the event of any conflict between the terms of this Amendment and the terms of the Declaration, the terms of this Amendment shall control.

5. This Amendment may be executed simultaneously in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

STATE OF TEXAS

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COUNTY OF

Collin

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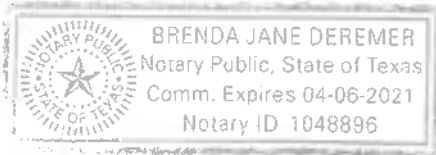
This instrument was acknowledged before me on the 11 day of Dec., 2020, by Keith Durand, Div. Pres. of DFP Texas (GP), LLC, a Texas limited liability company, the General Partner of Darling Frisco Partners, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

Brenda J. DeRemer

Notary Public, State of Texas

[Seal]

My Commission expires:



APPROVAL BY HOMESTEAD DECLARANT

The undersigned, as the Homestead Declarant (as defined in the Fifth Supplement), hereby joins in the execution of this Amendment to evidence its approval of this Amendment pursuant to Section 12 of the Fifth Supplement.

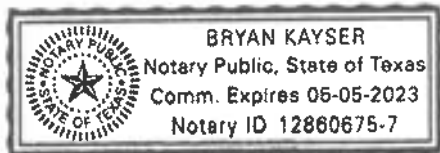
NEWMAN VILLAGE CONSTRUCTION, LLC,
a Texas limited liability company

By: *[Signature]*
Name: Jim R Newman
Title: MANAGER

STATE OF TEXAS §
 §
COUNTY OF Cook §

This instrument was acknowledged before me on the 3 day of December, 2020, by Jim R. Newman, MANAGER of Newman Village Construction, LLC, a Texas limited liability company, on behalf of said limited liability company.

[Seal]



[Signature]
Notary Public, State of Texas
My Commission expires:
5/5/23

UPON RECORDING, RETURN TO:
Darling Frisco Partners, Ltd.
6735 Salt Cedar Way, Building 1, Suite 200
Frisco, Texas 75034
Attn: Elizabeth Davidson



VG-31-2020-204149

Denton County
Juli Luke
County Clerk

Instrument Number: 204149

Real Property Recordings

AMENDMENT

Recorded On: December 14, 2020 11:55 AM

Number of Pages: 7

" Examined and Charged as Follows: "

Total Recording: \$50.00

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

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 204149
Receipt Number: 20201214000447
Recorded Date/Time: December 14, 2020 11:55 AM
User: Chris C
Station: Station 35

Record and Return To:

Darling Frisco Partners Ltd, Attn Dusty Dellinger
6735 Salt Cedar Way, Building 1 Suite 200
FRISCO TX 75034



STATE OF TEXAS
COUNTY OF DENTON

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

Juli Luke
County Clerk
Denton County, TX

Denton County
Juli Luke
County Clerk

Instrument Number: 33438

ERecordings-RP

DECLARATION

Recorded On: February 26, 2021 10:22 AM

Number of Pages: 12

" Examined and Charged as Follows: "

Total Recording: \$70.00

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

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 33438
Receipt Number: 20210226000239
Recorded Date/Time: February 26, 2021 10:22 AM
User: Donna W
Station: Station 40

Record and Return To:

Corporation Service Company



STATE OF TEXAS
COUNTY OF DENTON

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

Juli Luke
County Clerk
Denton County, TX

**TENTH AMENDMENT
TO
FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR NEWMAN VILLAGE**

THIS TENTH AMENDMENT TO FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NEWMAN VILLAGE (this "Amendment") is executed to be effective as of the 1st day of March 2021, by DARLING FRISCO PARTNERS, LTD., a Texas limited partnership ("Declarant").

RECITALS:

A. Declarant is the "Declarant" under that certain First Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Newman Village (as amended and supplemented, the "Declaration") executed by Declarant, dated effective June 28, 2006, recorded in the Real Property Records of Denton County, Texas on September 11, 2008, as Document No. 2008-99716, as amended by that certain First Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective May 7, 2009, recorded in the Real Property Records of Denton County, Texas on May 12, 2009, as Document No. 2009-56738, as amended by that certain Second Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective July 22, 2010, recorded in the Real Property Records of Denton County, Texas on July 23, 2010, as Document No. 2010-71852, as amended by that certain Third Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Newman Village Homeowners Association, dated effective August 29, 2012, recorded in the Real Property Records of Denton County, Texas on October 5, 2012, as Document No. 2012-113365, as amended by that certain Fourth Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective September 17, 2014, recorded in the Real Property Records of Denton County, Texas on September 19, 2014, as Document No. 2014-95696, as amended by that certain Fourth [sic] Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village dated December 10, 2015, recorded in the Real Property Records of Denton County, Texas on December 14, 2015, as Document No. 2015-142766, as amended by that certain Sixth Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village dated January 23, 2017, recorded in the Real Property Records of Denton County, Texas on January 23, 2017, as Document No. 2017-8248, as amended by that certain Seventh Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, dated July 9, 2019, recorded in the Real Property Records of Denton County, Texas on July 9, 2019 as Document No. 2019-81416, as amended by that certain Eighth Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, dated October 31, 2019, recorded in the Real Property Records of Denton County, Texas on October 31, 2019 as Document No. 2019-138640; as amended by that certain Ninth Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, dated December 11, 2020, recorded in the Real Property Records of Denton County, Texas on December 14, 2020 as Document No. 2020-204149, as

affected by that certain First Supplement to First Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Newman Village, executed by Declarant, dated effective February 13, 2009, recorded in the Real Property Records of Denton County, Texas on February 17, 2009, as Document No. 2009-18412, as affected by that certain Second Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective February 15, 2013, recorded in the Real Property Records of Denton County, Texas on February 15, 2013, as Document No. 2013-18945, as affected by that certain Third Supplement to First Amended And Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective November 4, 2014, recorded in the Real Property Records of Denton County, Texas on November 7, 2014, as Document No. 2014-113648, as affected by that certain Fourth Supplement to First Amended And Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective September 9, 2015, recorded in the Real Property Records of Denton County, Texas on September 19, 2015, as Document No. 2015-105890, and as affected by that certain Fifth Supplement to First Amended And Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, Newman Village Construction, LLC, and Newman Village Homeowners Association, dated effective October 31, 2018, recorded in the Real Property Records of Denton County, Texas on November 9, 2018, as Document No. 2018-132514 (the "Fifth Supplement"). The Declaration amended, superseded, replaced and restated that certain "Declaration of Covenants, Conditions and Restrictions for Newman Village" dated June 28, 2006 recorded as Document No. 2006-79420 in the Real Property Records of Denton County, Texas, as corrected by that certain "Corrective Amendment of Declaration of Covenants, Conditions and Restrictions for Newman Village," dated to be effective June 28, 2006, recorded as Document No. 2007-36288 in the Real Property Records of Denton County, Texas, in their entirety.

B. Subject to the approval right of Homestead Declarant as expressly set forth in Section 12 of the Fifth Supplement, Section 9.02(a) of the Declaration provides that Declarant, acting alone and whether or not it has voting control of the Association, has the right during the Declarant Control Period, to amend the Declaration.

C. The Declarant Control Period is still in effect under the Declaration.

D. Declarant desires to amend the Declaration as hereinafter set forth.

NOW, THEREFORE, pursuant to the rights and powers granted to Declarant in the Declaration, Declarant hereby declares as follows:

1. The Recitals set forth above are incorporated into this Amendment by reference and form a part of this Amendment.

2. Capitalized terms herein shall have the same meanings as set forth for such terms in the Declaration, unless otherwise amended or defined herein.

3. Section 3.14 of the Declaration is hereby deleted in its entirety and replaced with the following:

“Section 3.14 Maintenance of Lots, Lawns and Plantings. Each Owner of a Lot shall keep all shrubs, trees, grass and plantings, of every kind on such Owner’s Lot, alive, cultivated, pruned, mowed, free of trash, weeds and other unsightly appearance or material. Each Owner of a Lot is referred to Section 8 hereof and Exhibit B to the Declaration, for information regarding maintenance of trees. In addition, each Owner of a Lot shall maintain the decorative fencing (if any) and mulch on such Owner’s Lot pursuant to the requirements of Section 8.05 hereof. Prior to the construction of any Improvements on a Lot, the Owner thereof shall regularly mow the Lot and keep it neatly trimmed and free of trash and other unsightly material or appearance. The Owner of each Lot, whether employing a vendor or not, is responsible for debris cleanup on the sidewalk and street area in front of the Lot related to lawn care or other debris generated from time to time. The Association, and the Architectural Control Committee shall have the right, at any reasonable time, to enter upon any Lot to replace, maintain, and cultivate shrubs, trees, grass or other plantings located thereon and charge the cost thereof to the owner of such Lot as provided in Section 4.07 hereof.”

4. Section 3.15 of the Declaration is hereby deleted in its entirety and replaced with the following:

“Section 3.15 Animals/Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, reptiles (excluding turtles, lizards and non-venomous snakes kept and contained solely within the residence), horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words, may be kept or maintained on the Property or any Lot. No domestic household pet shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No domestic pets will be allowed on the Property other than on the Lot of its Owner unless confined to a leash. Every owner walking a permitted pet on the Property is required to immediately clean up after the pet. Pet stations are located within the Property and information may be obtained from the Association website for the location of these stations. No Owner shall keep an excessive number of animals so as to create a nuisance; particularly, no Owner shall own more than an aggregate of three (3) dogs, cats or other household pets. No domestic household pet shall be allowed to run at-large and pets shall be kept within enclosed areas on the Property which must be kept clean, sanitary, and reasonably free of refuse, insects, and waste at all times. Such enclosed areas shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof and shall be screened so as not to be visible from the front or side of the Lot at street level.”

5. Section 3.17(iv) of the Declaration is hereby deleted in its entirety and replaced by the following:

“(iv) Not more than one (1) sign per Lot per candidate running for political office (“Political Signs”) and no one of which may exceed six (6) square feet in size. Political Signs shall be erected only with the consent of the property owner and shall not be erected closer than ten (10) feet from the edge of the street pavement. Political Signs shall not be erected earlier than ninety (90) days prior to the election that the sign pertains to and must be removed within ten (10) days after the election;”

6. Section 3.23 of the Declaration is hereby deleted in its entirety and replaced with the following:

“3.23 Rentals/Leasing. Rentals and Leasing shall be governed by the following provisions:

A. Definition. “Rentals” and “Leasing” and/or any derivation of these terms, mean the regular, exclusive occupancy of the Improvements and single-family residential home and Lot by any person other than the Owner for which the Owner, or any designee of the Owner, receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. For purposes of this Section, if a Lot is owned by a trust and the beneficiary of the trust is living on the Lot, the Lot will be considered to be Owner-occupied rather than leased or rented.

B. General Lease/Rental Use. Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for single family residential purposes only; provided however, that all lessees shall be and are hereby bound to comply fully with the terms, covenants and restrictions of this Declaration and Bylaws and Association Rules, and any lessee shall be subject to the same enforcement measures as provided herein for Owners for violation of same, including without limitation, Fines and exclusion of the right to use Common Area amenities. During any period when a Lot and Improvements thereon are rented or leased, the Owner thereof will separately remain liable for the conduct of the Owner’s lessee and the lessee’s complying with all the terms of this Declaration, the Bylaws and Association Rules, and such Owner shall also be simultaneously (with lessee) subject to all enforcement measures in this Declaration, Bylaws and Association Rules. All Owners and Lots are subject to the following specific leasing restrictions and requirements:

i. Lots must be leased only in their entirety. No partial lease or rental of a room, or less than the entirety of a single-family home or Lot/Improvements is allowed. No Lot shall be leased and occupied by more than a single-family unit. For purposes of this restriction, a single-family unit shall be defined as any number of individuals related by blood, adoption or marriage living with not more than two individuals who are not so related as a single household unit, or no more than three individuals who are not so related living together as a single household unit.

ii. No transient tenants may be accommodated on a Lot and all leases or rental agreements must be for a minimum initial term of not less than six (6) months unless approved in writing by the Association's Board of Directors. Renewal of any lease may be extended after completion of the initial six (6) month term on a month-to-month basis thereafter. No type of sub-lease will be permitted.

iii. The Owner must provide the lessee with a copy of the Declaration and any other Governing Documents prior to execution of the lease. Within ten (10) days after the entering into such a lease, such Owner shall notify the Association in writing of the existence of any such lease and must provide the Association with a copy of the lease and the address and telephone contact information for such lessee and for the Owner."

7. Section 6.03 of the Declaration is amended to add the following concluding sentence and in all other respects shall remain unchanged:

"The maximum rate for the Regular Assessment established by the Board of Directors without a vote of the membership each year shall be increased by no more than 15% above the Regular Assessment rate established for the previous year."

8. Section 6.04 of the Declaration is hereby deleted in its entirety and replaced with the following:

"6.04. Special Assessments. In the event the Board of Directors shall determine during any calendar year that the Regular Assessment established for such calendar year is or will become inadequate or insufficient to meet all expenses for the Association for such calendar year, for whatever reason, including unexpected repairs or necessary capital improvements, the Board of Directors shall be entitled to immediately determine the amount of the deficiency of the Regular Assessment for such fiscal year, issue a supplemental estimate of common expenses to all Members of the Association, and within thirty (30) days thereafter levy and impose a special assessment ("Special Assessment") for such calendar year. The amount of Special Assessment shall be determined by the Board of Directors, but to the extent the Special Assessment exceeds \$500 per Lot, the Special Assessment must also be approved by Members holding fifty-one percent (51%) of the eligible votes in the Association. Once Special Assessments are assessed by the Board of Directors (and approved by fifty-one percent (51%) of the eligible votes in the Association for Special Assessments exceeding \$500 per Lot), the Association shall provide written notice to each Owner of the amount of the Special Assessment and, when required, the approval of the appropriate vote of the Members, along with the date upon which the Special Assessment, or any installments thereof, shall be due and payable to the Association."

9. Section 8.05 of the Declaration is hereby deleted in its entirety and replaced with the following:

“8.05 Hedge Rows, Decorative Fences and Mulching. Each Lot shall have along the entire length of the front sidewalk thereof (i) a hedge row; or (ii) a decorative fencing with a hedge row. All requirements for hedges, decorative fencing and mulching on each Lot shall be determined in accordance with the Detailed Regulating Plans that are then in effect and shall be detailed in the landscape plans submitted to the Architectural Control Committee under Section 5.08 and 5.09 hereof. The Owner of each Lot shall be responsible for installing, planting, maintaining, repairing, and replacing the foregoing at such Owner’s sole cost and expense in accordance with the final approved Plans and Specifications for each Lot. All front yard hedges must be properly alive, cultivated, trimmed and well-maintained at all times. No hedges may exceed thirty inches (30”) in height. No decorative fencing on any Lot shall exceed three feet (3’) in height (exclusive of posts and piers related to such fencing). All mulch installation on each Lot shall comply with the Architectural Control Committee Guidelines and rules as to color and material composition. The installation must be a minimum of one and one-half inches (1” and 1.5”) in depth. River rock may also be used in compliances with the Architectural Control Committee Guidelines and rules as to color and size. River rock sizes must be two to four inches (2” to 4”) in length. Loose gravel or shredded rubber shall not be used as mulch or landscaping. Irrigation drip lines should never be exposed in the hedge row. Metal edging must comply with the Architectural Control Committee Guidelines and rules and must be an approved dark green, black or brown and may protrude only two inches (2”) above ground level. Chopped stone may also be used as edging and similarly maintained at no more than three inches (3”) above ground with approval as to color and material by the Architectural Control Committee. Should an owner fail to maintain the hedge row, or decorative fencing, such Owner shall be subject to Fines and other enforcement powers of the Association, including without limitation, under Sections 3.14, 4.07 and 6.05 hereof.”

10. Section 9.02(b) of the Declaration is hereby deleted in its entirety and replaced with the following:

“Section 9.02(b) In addition to the method described in (a) above, this Declaration may be amended by the recording in the real property records of the county in which the Property is situated an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that at least fifty one percent (51%) of the Members participated in the voting process for consideration of the amendment and that two-thirds of the Members participating in such vote approved the amendment.”

11. The Declaration, as amended by this Amendment, remains, and continues in full force and effect. In the event of any conflict between the terms of this Amendment and the terms of the Declaration, the terms of this Amendment shall control.

12. This Amendment may be executed simultaneously in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

EXECUTED TO BE EFFECTIVE as of the date first above written.

DECLARANT:

DARLING FRISCO PARTNERS, LTD.,
a Texas limited partnership

By: DFP Texas (GP), LLC,
a Texas limited liability company,
its General Partner

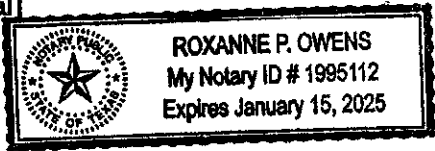
By: [Signature]
Name: RYAN HEY
Title: VP

By: [Signature]
Name: JORDYN JONES
Title: VP

STATE OF TEXAS §
COUNTY OF Denton §
§

This instrument was acknowledged before me on the 25 day of February, 2021,
by Ryan Hey, VP of DFP Texas (GP), LLC, a Texas limited liability
company, the General Partner of Darling Frisco Partners, Ltd., a Texas limited partnership, on
behalf of said limited liability company and limited partnership.

[Seal]



[Signature]
Notary Public, State of Texas

My Commission expires:
1/15/2025

STATE OF TEXAS

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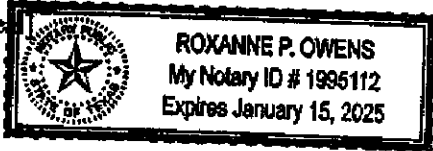
COUNTY OF Dallas

This instrument was acknowledged before me on the 25 day of Feb, 2021, by Jordan Jones VP of DFP Texas (GP), LLC, a Texas limited liability company, the General Partner of Darling Frisco Partners, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

Roxanne P. Owens

Notary Public, State of Texas

[Seal]



My Commission expires:

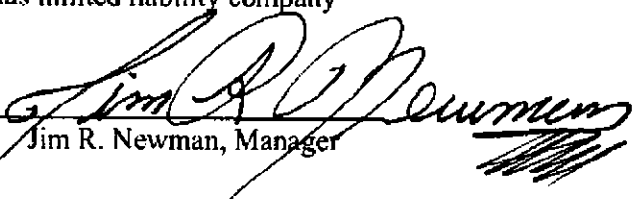
1/15/2025

APPROVAL BY HOMESTEAD DECLARANT

The undersigned, as the Homestead Declarant (as defined in the Fifth Supplement), hereby joins in the execution of this Amendment to evidence its approval of this Amendment pursuant to Section 12 of the Fifth Supplement.

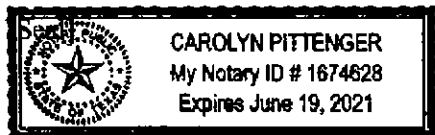
HOMESTEAD DECLARANT:

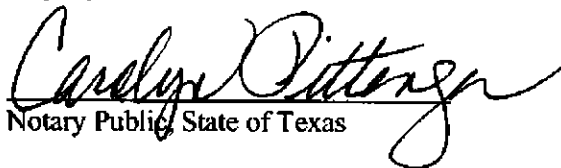
NEWMAN VILLAGE CONSTRUCTION, LLC,
a Texas limited liability company

By: 
Jim R. Newman, Manager

STATE OF TEXAS
COUNTY OF Denton

This instrument was acknowledged before me on the 25 day of February, 2021, by Jim R. Newman, as Manager of Newman Village Construction, LLC, a Texas limited liability company, on behalf of said limited liability company.




Notary Public, State of Texas

ACKNOWLEDGMENT, CONSENT, AGREEMENT AND JOINDER

The undersigned hereby joins in the execution of this Amendment to evidence its acknowledgment of, and consent and agreement to, this Amendment.

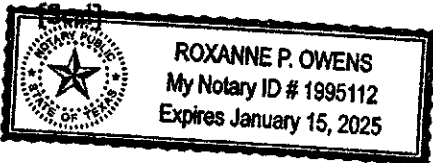
NEWMAN VILLAGE HOMEOWNERS ASSOCIATION,
a Texas property owners association

By: [Signature]
Name: RYAN NUNEZ
Title: PRESIDENT

STATE OF TEXAS
COUNTY OF Dallas

This instrument was acknowledged before me on the 15 day of February, 2021, by Ryan Nunez, President of Newman Village Homeowners Association, a Texas property owners association, on behalf of said association.

[Signature]
Notary Public, State of Texas



My Commission expires: 1/15/25

UPON RECORDING, RETURN TO:
The Pellar Law Firm, PLLC
2591 Dallas Parkway, Suite 300
Frisco, TX 75034

**POLICIES, RULES
and
GUIDELINES**

**DOCUMENT
INSPECTION AND
COPYING POLICY**

NEWMAN VILLAGE HOMEOWNERS ASSOCIATION, INC.
1800 Preston Park Blvd. Ste. 101
Plano, TX 75093

Document Inspection and Copying Policy

WHEREAS, pursuant to Section 209.005(i) of the Texas Property Code, the Board of Directors of Newman Village Homeowners Association, Inc. (the "Association") is required to adopt a records production and copying policy that prescribes the costs the Association will charge for the compilation, production and reproduction of the Association's books and records.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following procedures and practices are established for the compilation, production and reproduction of the Association's books and records, and the same are to be known as the "Document Inspection and Copying Policy" of the Association (hereinafter the "Policy").

1. Purpose. The purpose of this Policy is to establish orderly procedures for the levying of fees and to notify owners of the costs to be incurred associated with the compilation, production and reproduction of the Association's books and records in response to an owner's request to inspect the Association's records.

2. Records Defined. The Association's books and records available for inspection and copying by owners are those records designated by Section 209.005 of the Texas Property Code. Pursuant to Section 209.005(d) of the Texas Property Code, an attorney's files relating to the Association, excluding invoices, are not records of the Association, are not subject to inspection by owners, or production in a legal proceeding. Further, pursuant to Section 209.005(k), the Association is not required to release or allow inspection of any books and records relating to an employee of the Association, or any books and records that identify the violation history, contact information (other than the address and/or financial information of an individual owner) absent the express written approval of the owner whose information is the subject of the request or a court order requiring disclosure of such information.

3. Individuals Authorized to Inspect Association's Records. Every owner of a lot in the Association is entitled to inspect and copy the Association's books and records in compliance with the procedures set forth in this Policy. An owner may submit a designation in writing, signed by the owner, specifying such other individuals who are authorized to inspect the Association's books and records as the owner's agent, attorney, or certified public accountant. The owner and/or the owner's designated representative are referred to herein as the "Requesting Party."

4. Requests for Inspection or Copying. The Requesting Party seeking to inspect or copy the Association's books and records must submit a written request via certified mail to the Association at the mailing address of the Association or its managing agent as reflected on the



Association's current management certificate. This address is subject to change upon notice to the owners, but the Association's current mailing address as of the adoption of this policy is:

1800 Preston Park Boulevard, Suite #101
Plano, TX 75093

The request must contain sufficient detail describing the requested Association's books and records, including pertinent dates, time periods or subjects sought to be inspected. The request must also specify whether the Requesting Party seeks to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records to the Requesting Party.

5. Inspection Response. If the Requesting Party elects to inspect the Association's books and records, the Association shall notify the Requesting Party within ten (10) business days after receiving the Requesting Party's request of the dates during normal business hours that the Requesting Party may inspect the requested books and records (the "Inspection Notice").

If the Association is unable to produce the requested books and records by the 10th business day after the date the Association receives the request, the Association must provide written notice to the Requesting Party within 10 business days of the owner's request to inspect (the "Inspection Delay Letter") that (1) the Association is unable to produce the information by the 10th business day after the date the Association received the request, and (2) state a date by which the information will be either sent or available for inspection that is not later than fifteen (15) days after the date of the Inspection Delay Letter.

6. Inspection Procedure. Any inspection shall take place at a mutually-agreed upon time during normal business hours. All inspections shall take place at the office of the Association's management company or such other location as the Association designates. No Requesting Party or other individual shall remove original records from the location where the inspection is taking place, nor alter the records in any way. All individuals inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association's or management company's office or the operation of any other office where the inspection or copying is taking place.

At such inspection, the Requesting Party may identify such books and records for the Association to copy and forward to the Requesting Party. The Association may produce all requested books and records in hard copy, electronic, or other format reasonably available to the Association.

7. Costs Associated with Compilation, Production and Reproduction. The costs associated with compiling, producing and reproducing the Association's books and records in response to a request to inspect or copy documents shall be as follows:

(a) Copy charges.

(1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$0.10 per page or part of a page. Each side that contains recorded information is considered a page.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

- (A) Diskette--\$ 1.00;
- (B) Magnetic tape--actual cost
- (C) Data cartridge--actual cost;
- (D) Tape cartridge--actual cost;
- (E) Rewritable CD (CD-RW)--\$ 1.00;
- (F) Non-rewritable CD (CD-R)--\$ 1.00;
- (G) Digital video disc (DVD)--\$ 3.00;
- (H) JAZ drive--actual cost;
- (I) Other electronic media--actual cost;
- (J) VHS video cassette--\$ 2.50;
- (K) Audio cassette--\$ 1.00;
- (L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper)--\$0.50;
- (M) Specialty paper (e.g.: Mylar, blueprint, blue-line, map, photographic)--actual cost.

(b) Labor charge for locating, compiling, manipulating data, and reproducing information.

(1) The charge for labor costs incurred in processing a request for information is \$15.00 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) When confidential information is mixed with non-confidential information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the information. A labor charge shall not be made for redacting confidential information for requests of fifty (50) or fewer pages.

(3) If the charge for providing a copy of information includes costs of labor, the Requesting Party may require that the Association provide a written statement as to the amount of time that was required to produce and provide the copy, signed by an officer of the Association. A charge may not be imposed for providing the written statement to the requestor.

(c) Overhead charge.

(1) Whenever any labor charge is applicable to a request, the Association may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Association chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges.

(2) An overhead charge shall not be made for requests for copies of fifty (50) or fewer pages of standard paper records.

(3) The overhead charge shall be computed at twenty percent (20%) of the charge made to cover any labor costs associated with a particular request (example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, \$15.00 x .20 = \$ 3.00).

(d) Postal and shipping charges. The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the Requesting Party.

8. Payment. Upon receipt of a request to inspect and/or copy documents, the Association may require the Requesting Party to pay the estimated costs associated with production and copying in advance. If the estimated cost of compilation, production and reproduction is different from the actual cost, the Association shall submit a final invoice to the owner on or before the 30th business day after the Association has produced and/or delivered the requested information. If the actual cost is greater than the estimated amount, the owner must pay the difference to the Association within thirty (30) business days after the date the invoice is sent to the owner, or the Association will add such additional charges as an assessment against the owner's property in the Association. If the actual cost is less than the estimated amount, the Association shall issue a refund to the owner within thirty (30) business days after the date the invoice is sent to the owner.

9. Definitions. The definitions contained in the governing documents are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that this Document Inspection and Copying Policy is effective on January 1, 2012, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 1/25/12, and has not been modified, rescinded or revoked.

Newman Village HOA

Name: [Signature]

Title: President HOA

Date: 1/25/2012

DOCUMENT RETENTION POLICY

NEWMAN VILLAGE HOMEOWNERS ASSOCIATION, INC.
1800 Preston Park Blvd. Ste. 101
Plano, TX 75093

Document Retention Policy

WHEREAS, pursuant to Section 209.005(m) of the Texas Property Code, the Board of Directors of Newman Village Homeowners Association, Inc. (the "Association") is required to adopt a document retention policy for the Association's books and records.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following procedures and practices are established for the maintenance and retention of the Association's books, records and related documents, and the same are to be known as the "Document Retention Policy" of the Association.

1. Purpose. The purpose of this Document Retention Policy is to ensure that the necessary records and documents of the Association are adequately protected and maintained.

2. Administration. The Association is in charge of the administration of this Document Retention Policy and the implementation of processes and procedures to ensure that the Records Retention Schedule attached as Exhibit "A" is followed. The Board is authorized to make modifications to this Records Retention Schedule from time to time to ensure that it is in compliance with local, state and federal laws and that the schedule includes the appropriate document and record categories for the Association.

3. Suspension of Record Disposal in Event of Litigation or Claims. In the event the Association is served with any subpoena or request for documents or the Association becomes aware of a governmental investigation or audit concerning the Association or the commencement of any litigation against or concerning the Association, all documents relating or pertaining to such investigation, claim or litigation shall be retained indefinitely, and any further disposal of documents shall be suspended and shall not be reinstated until conclusion of the investigation or lawsuit, or until such time as the Board, with the advice of legal counsel, determines otherwise.

4. Applicability. This Document Retention Policy applies to all physical records generated in the course of the Association's operation, including both original documents and reproductions. It also applies to electronic copies of documents. Any electronic files that fall under the scope of one of the document types on the Records Retention Schedule below will be maintained for the appropriate amount of time. Documents that are not listed on Exhibit "A", but are substantially similar to those listed in the Records Retention Schedule, should be retained for a similar length of time.



This policy shall supersede and replace any previously adopted policy to the extent that the terms of such policy are inconsistent with this policy.

IT IS FURTHER RESOLVED that this Document Retention Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 1/25/12, and has not been modified, rescinded or revoked.

Newman Village HOA

Name: [Signature]

Title: President HOA

Date: 1/25/2012

EXHIBIT A – RECORD RETENTION SCHEDULE

A. GOVERNING DOCUMENTS

All copies of governing documents including but not permanently limited to the Declaration of Covenants, Conditions, and Restrictions for Newman Village Homeowners Association, Inc (the “Declaration”), the Bylaws of Newman Village Homeowners Association, Inc (the “Bylaws”), the Articles of Incorporation of Newman Village Homeowners Association, Inc (the “Articles”), Design Guidelines, any rules, regulations or resolutions of the Board of Directors, and any amendments and supplements thereto

Permanently

B. FINANCIAL RECORDS

Financial records, including each year’s budget, tax returns, audits of the Association’s financial books and records, copies of all bills paid by the Association or to be paid, the Association’s checkbooks and check registers

7 years

C. RECORDS OF OWNERS’ ACCOUNTS

Owners’ account records, including assessment account ledgers, architectural review records, violation records, records of fines and any disputes from the owner

5 years

D. CONTRACTS

Copies of the final, executed contracts with a term of 1 year or more entered into by the Association (and any related correspondence, including any proposal that resulted in the contract and all other supportive documentation)

4 years after expiration
or
termination

E. MEETING MINUTES

Minutes of Annual and Special Meetings of the Members, minutes of Board meetings, and minutes of committee meetings (if any)

7 years

APPLICATION OF PAYMENTS POLICY

*NEWMAN VILLAGE HOMEOWNERS ASSOCIATION, INC.
1800 Preston Park Blvd. Ste. 101
Plano, TX 75093*

Application of Payments Policy

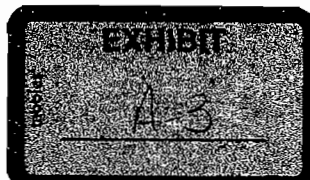
WHEREAS, the Board of Directors (the "Board") of Newman Village Homeowners Association, Inc. (the "Association") desires to establish a Policy for the Application of Payments received from owners which satisfies the new priority of payments schedule created by Section 209.0063 of the Texas Property Code; and

WHEREAS, THE Board adopts the following policy in order to comply with Section 209.0063 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Policy for the Application of Payments is adopted by the Board:

Except as otherwise authorized by law, payment received by the Association from an owner shall be applied to the owner's debt in the following order of priority:

1. any delinquent assessment;
2. any current assessment;
3. any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
4. any attorney's fees incurred by the association that are not subject to the preceding subpart;
5. any fines assessed by the Association;
6. any other amounts owed to the Association.



This policy shall supersede and replace any previously adopted policy to the extent that the terms of such policy are inconsistent with this policy.

IT IS FURTHER RESOLVED that this Application of Payments Policy is effective on January 1, 2012, to remain in effect until revoked, modified, or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 1/25/12, and has not been modified, rescinded, or revoked.

Newman Village HOA

Name: Ray Ford

Title: President HOA

Date: 1/25/2012

SOLAR ENERGY DEVICE GUIDELINES

*NEWMAN VILLAGE HOMEOWNERS ASSOCIATION, INC.
1800 Preston Park Blvd. Ste. 101
Plano, TX 75093*

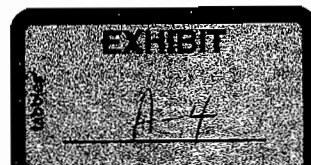
Solar Energy Device Guidelines

WHEREAS, the Texas Legislature passed House Bill 362 which amends Chapter 202 of the Texas Property Code by adding Section 202.010 which precludes associations from adopting or enforcing a complete prohibition on solar energy devices; and

WHEREAS, pursuant to Section 202.010 of the Texas Property Code, the Board of Directors of Newman Village Homeowners Association, Inc. (the "Association") is permitted to adopt certain limitations on solar energy devices.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.010 of the Texas Property Code, the Board of Directors hereby repeals any and all prior restrictions on solar energy devices contained in any governing document of the Association which are inconsistent with the new law, and adopts the following guidelines to govern solar energy devices.

- A. An owner may not install a solar energy device that:
1. as adjudicated by a court:
 - a. threatens the public health or safety; or
 - b. violates a law;
 2. is located on property owned or maintained by the Association;
 3. is located on property owned in common by the members of the Association;
 4. is located in an area on the owner's property other than:
 - a. on the roof of the home or of another structure allowed under a dedicatory instrument; or
 - b. in a fenced yard or patio owned and maintained by the owner;
 5. if mounted on the roof of the home:
 - a. extends higher than or beyond the roofline;
 - b. is located in an area other than an area designated by the Association, unless the alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the device if located in an area designated by the Association;



- c. does not conform to the slope of the roof and has a top edge that is not parallel to the roofline; or
 - d. has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace;
- 6. if located in a fenced yard or patio, is taller than the fence line;
 - 7. as installed, voids material warranties; or
 - 8. was installed without prior approval by the Association or by a committee created in a dedicatory instrument for such purposes that provides decisions within a reasonable period or within a period specified in the dedicatory instrument.
- B. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that this Solar Energy Device Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 1/25/12, and has not been modified, rescinded or revoked.

Newman Village HOA
Name: [Signature]
Title: President HOA
Date: 1/25/2012

**RAINWATER
COLLECTION DEVICE
GUIDELINES**

NEWMAN VILLAGE HOMEOWNERS ASSOCIATION, INC.
1800 Preston Park Blvd. Ste. 101
Plano, TX 75093

Rainwater Collection Device Guidelines

WHEREAS, the Texas Legislature passed House Bill 3391 which amends Section 202.007(d) of the Texas Property Code which precludes associations from adopting or enforcing certain prohibitions or restrictions on rain barrels and rainwater harvesting systems; and

WHEREAS, pursuant to Section 202.007(d) of the Texas Property Code, the Board of Directors of Newman Village Homeowners Association, Inc. (the "Association") is permitted to adopt specific limitations on rain barrels and rainwater harvesting systems.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.007(d) of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for rain barrels and rainwater harvesting systems.

- A. An owner may not install a rain barrel or rainwater harvesting system if:
1. such device is to be installed in or on property:
 - (a) owned by the Association;
 - (b) owned in common by the members of the Association; or
 - (c) located between the front of the owner's home and an adjoining or adjacent street; or
 2. the barrel or system:
 - (a) is of a color other than a color consistent with the color scheme of the owner's home; or
 - (b) displays any language or other content that is not typically displayed by such a barrel or system as it is manufactured.
- B. The Association may regulate the size, type, and shielding of, and the materials used in the construction of, a rain barrel, rainwater harvesting device, or other appurtenance that is located on the side of a house or at any other location that is visible from a street, another lot, or a common area if:
1. the restriction does not prohibit the economic installation of the device or appurtenance on the owner's property; and
 2. there is a reasonably sufficient area on the owner's property in which to install the device or appurtenance.



- C. In order to enforce these regulations, an owner must receive written approval from the Board or the architectural control or review committee (if one exists) prior to installing any rain barrel or rainwater harvesting system. Accordingly, prior to installation, an owner must submit plans and specifications to and receive the written approval of the Board or architectural control/review committee. The plans and specifications must show the proposed location, color, material, shielding devices, size and type of such system or device (and all parts thereof). The plans should also identify whether the device or any part thereof will be visible from any street, other lot or common area.
- D. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.
- E. In the event of any conflict between the new law cited above and any restrictions contained in any governing document of the Association, including design guidelines, policies and the Declaration, the new law and this Rainwater Collection Device Policy control.

IT IS FURTHER RESOLVED that this Rainwater Collection Device Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 1/25/12, and has not been modified, rescinded or revoked.

Newman Village HOA
 Name: [Signature]
 Title: President HOA
 Date: 1/25/2012

FLAG DISPLAY GUIDELINES

NEWMAN VILLAGE HOMEOWNERS ASSOCIATION, INC.
1800 Preston Park Blvd. Ste. 101
Plano, TX 75093

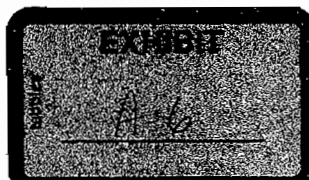
Flag Display Guidelines

WHEREAS, the Texas Legislature passed House Bill 2779 which amends Chapter 202 of the Texas Property Code by adding Section 202.011 which precludes associations from adopting or enforcing a prohibition or restriction on certain flag displays; and

WHEREAS, pursuant to Section 202.011 of the Texas Property Code, the Board of Directors of Newman Village Homeowners Association, Inc. (the "Association") is permitted to adopt specific limitations on certain flag displays.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.011 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for flag displays.

- A. An owner or resident may display:
 - 1. the flag of the United States of America;
 - 2. the flag of the State of Texas; or
 - 3. an official or replica flag of any branch of the United States armed forces.
- B. An owner may only display a flag in A. above if such display meets the following criteria:
 - 1. a flag of the United States must be displayed in accordance with 4 U.S.C. Sections 5-10;
 - 2. a flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
 - 3. a flagpole attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;
 - 4. the display of a flag or the location and construction of the supporting flagpole must comply with applicable zoning ordinances, easements and setbacks of record;
 - 5. a displayed flag and the flagpole on which it is flown must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;



C. The Association hereby adopts the following additional restrictions on the display of flags on an owner's lot:

1. an owner may not install a flagpole which is greater than twenty feet (20') in height;
2. an owner may not install more than one flagpole on the owner's property;
3. any flag displayed must not be greater than 3' x 5' in size;
4. an owner may not install lights to illuminate a displayed flag which, due to their size, location or intensity, constitute a nuisance;
5. an owner may not locate a displayed flag or flagpole on property that is:
 - (a) owned or maintained by the Association; or
 - (b) owned in common by the members of the Association.

D. Prior to erecting or installing a flag and/or flag pole, an owner must first submit plans and specifications to and receive the written approval of the Board or architectural control/review committee. The plans and specifications must show the proposed location, material, size and type of such flag and flagpole (and all parts thereof, including any lights to illuminate a displayed flag).

E. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that this Flag Display Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 1/25/12, and has not been modified, rescinded or revoked.

Newman Village HOA

Name: [Signature]

Title: President HOA

Date: 1/25/2012

Electronically Filed Document

**Denton County
Cynthia Mitchell
County Clerk**

Document Number: 2012-20766

Recorded As : ERX-MISC GENERAL FEE

Recorded On: March 01, 2012

Recorded At: 08:21:06 am

Number of Pages: 28

Recording Fee: \$124.00

Parties:

Direct- NEWMAN VILLAGE HOA INC

Indirect-

Receipt Number: 878188

Processed By: Carmen Robinson

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

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.



THE STATE OF TEXAS)
COUNTY OF DENTON]

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

C Mitchell

County Clerk
Denton County, Texas

**FIRST SUPPLEMENT
TO
DEDICATORY INSTRUMENT CERTIFICATE
FOR
NEWMAN VILLAGE**

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DENTON §

THIS FIRST SUPPLEMENT TO DEDICATORY INSTRUMENT CERTIFICATE (this "First Supplement") is made this 25th day of January, 2012, by Newman Village Homeowners Association (the "Association").

WITNESSETH:

WHEREAS, Darling Frisco Partners, Ltd. ("Declarant") prepared and recorded an instrument entitled "First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village" on or about September 11, 2008, as Document No. 2008-99716 of the Real Property Records of Denton County, Texas (the "Declaration"); and

WHEREAS, the Association is the property owners' association created to manage or regulate the planned development covered by the Declaration, which development is more particularly described in the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, on or about November 12, 2008, the Association filed a Dedicatory Instrument Certificate [for] Newman Village Homeowners Association as Document No. 2008-121275 of the Real Property Records of Denton County, Texas (the "Notice"); and

WHEREAS, the Association desires to supplement the Notice by recording the attached dedicatory instruments in the Real Property Records of Denton County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instruments attached hereto as **Exhibit "A"** are true and correct copies of the originals and are hereby filed of record in the Real Property Records of Denton County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this First Supplement to be executed by its duly authorized agent as of the date first above written.

NEWMAN VILLAGE HOMEOWNERS ASSOCIATION, INC.

1800 Preston Park Blvd. Ste. 101

Plano, TX 75093

Newman Village HOA,
A Texas non-profit corporation

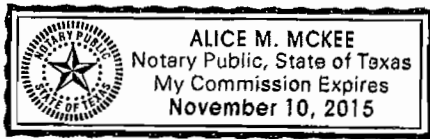
By: Troy Rohr
Its: President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF Denton §

BEFORE ME, the undersigned authority, on this day personally appeared Troy Rohr, President of Newman Village HOA, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 25th day of Jan, 2012.



Alice M. McKee
Notary Public, State of Texas

Alice M. McKee
My Commission Expires: 11-10-2015

Exhibit "A"

- A-1 Document Inspection and Copying Policy
- A-2 Document Retention Policy
- A-3 Application of Payments Policy
- A-4 Solar Energy Device Guidelines
- A-5 Rainwater Collection Device Guidelines
- A-6 Flag Display Guidelines
- A-7 Covenant Enforcement and Fining Policy

**** Electronically Filed Document ****

Denton County
Cynthia Mitchell
County Clerk

Document Number: 2012-73953
Recorded As : ERX-MISC GENERAL FEE

Recorded On: July 10, 2012
Recorded At: 09:33:52 am
Number of Pages: 7

Recording Fee: \$40.00

Parties:
Direct- NEWMAN VILLAGE HOA INC
Indirect-

Receipt Number: 924841
Processed By: Carmen Robinson

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

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.



THE STATE OF TEXAS)
COUNTY OF DENTON)

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

C Mitchell

County Clerk
Denton County, Texas

NEWMAN VILLAGE HOMEOWNERS ASSOCIATION, INC.
1800 Preston Park Blvd. Ste. 101
Plano, TX 75093

Newman Village HOA,
A Texas non-profit corporation

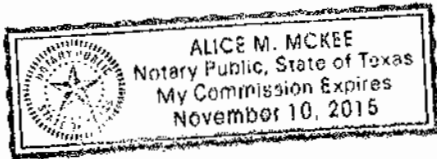
By: Troy Rohr
Its: President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Troy Rohr President of Newman Village, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 10th day of June, 2012.



Alice M. McKee
Notary Public, State of Texas
Alice M. McKee
My Commission Expires: 11/10/2015

Exhibit "A"

Alternative Payment Plan Policy

*NEWMAN VILLAGE HOMEOWNERS ASSOCIATION, INC.
1800 Preston Park Blvd. Ste. 101
Plano, TX 75093*

Alternative Payment Plan Policy

WHEREAS, pursuant to Section 209.0062 of the Texas Property Code, the Board of Directors of Newman Village Homeowners Association, Inc. (the “Association”) is required to adopt reasonable guidelines regarding an alternate payment schedule in which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association.

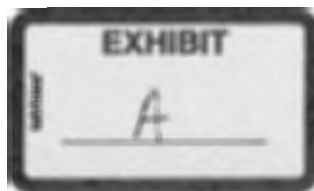
NOW, THEREFORE, IT IS RESOLVED, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following guidelines and procedures are promulgated for the establishment of an alternate payment schedule, and the same are to be known as the “Alternate Payment Plan Policy” of the Association (hereinafter the “Policy”).

1. Purpose. The purpose of this Policy is to assist Owners in remedying delinquencies and remaining current on the payment of amounts owed to the Association by establishing orderly procedures by which Owners may make partial payments to the Association for amounts owed without accruing additional penalties.

2. Eligibility. To be eligible for a payment plan pursuant to the Association’s alternate payment plan schedule, an Owner must meet the following criteria:

- a) The owner must currently be delinquent in the payment of regular assessments, special assessments, or any other amounts owed to the Association;
- b) The Owner must not have defaulted on a prior payment plan within the prior two year period; and
- c) The Owner must submit a signed payment plan as defined below, along with the Owner’s initial payment to the address designated by the Association for correspondence.

3. Payment Plan Schedule/Guidelines. The Association hereby adopts the following alternate payment guidelines and makes the following payment plan schedule available to owners in order to make partial payments for delinquent amounts owed:



- a) Requirements of Payment Plan Request. Within 30 days of the date of the initial letter which informs the owner of the availability of a payment plan, an owner must submit a signed acceptance of the payment plan schedule described below to the Association or its managing agent.
- b) Term. The term of the payment plan or schedule is SIX months with an initial payment of 25% of the total amount owed and remaining payments in equal installments.
- c) Date of Partial Payments under Plan. The Owner must submit the initial installment payment under the plan contemporaneously with submission of the Owner's payment plan agreement which must be signed by the Owner. The Owner must make all additional monthly installment payments under the payment plan so that the payments are received by the Association no later than the 15th day of each month. The Owner may pay off, in full, the balance under the payment plan at any time. All payments must be received by the Association at the Association's designated mailing address or lock box. Payments may be made through auto draft bill payment, in check or certified funds, or by credit card (to the extent the Association is set up to receive payment by credit card).
- d) Correspondence. Any correspondence to the Association regarding the amount owed, the payment plan, or such similar correspondence must be sent to the address designated by the Association for correspondence. Such correspondence shall not be included with an Owner's payment.
- e) Amounts Coming Due During Plan. Owners are responsible for remaining current on all assessments and other charges coming due during the duration of the Owner's payment plan and must, therefore, timely submit payment to the Association for any amounts coming due during the duration of the Owner's payment plan.
- f) Additional Charges. An Owner's balance owed to the Association shall not accrue late fees or other monetary penalties (except interest) while such Owner is in compliance with a payment plan under the Association's alternate payment plan schedule. Owners in a payment plan are responsible for reasonable costs associated with administering the plan, and for interest at the highest rate permitted by the governing documents on the unpaid balance. The costs of administering the plan and interest shall be included in calculating the total amount owed under the payment plan and will be included in the monthly payment obligation. The costs of administering the payment plan may include a reasonable charge for preparation and creation of the plan, as well as a monthly administration fee.

4. Default. If an Owner fails to timely submit payment in full of any installment payment (which installment payment must include the principal owed, the administration fees assessed to the plan and interest charges), or fails to timely pay any amount coming due during the duration

of the plan, the Owner will be in default. If an Owner defaults under a payment plan, the Association may proceed with collection activity without further notice. If the Association elects to provide a notice of default, the Owner will be responsible for all fees and costs associated with the drafting and sending of such notice. In addition, the Owner is hereby on notice that he/she will be responsible for any and all costs, including attorney's fees, of any additional collection action which the Association pursues.

5. Board Discretion. All other terms of a Payment Plan are at the discretion of the Board of Directors.

6. Severability and Legal Interpretation. In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Policy shall be enforced as if such provision did not exist. Furthermore, the purpose of this policy is to satisfy the legal requirements of Section 209.0062 of the Texas Property Code. In the event that any provision of this Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law.

IT IS FURTHER RESOLVED that this Alternate Payment Plan Policy is effective on January 1, 2012, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on _____, and has not been modified, rescinded or revoked.

Name: Ray R. R.
Title: HOA President
Date: 5/30/2012

Denton County
Juli Luke
County Clerk

Instrument Number: 85967

ERecordings-RP
AMENDMENT

Recorded On: July 17, 2017 02:08 PM

Number of Pages: 12

" Examined and Charged as Follows: "

Total Recording: \$70.00

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

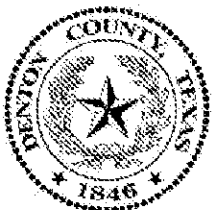
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 85967
Receipt Number: 20170717000416
Recorded Date/Time: July 17, 2017 02:08 PM
User: Melissa K
Station: Station 40

Record and Return To:

eRx



STATE OF TEXAS
COUNTY OF DENTON

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

Juli Luke
County Clerk
Denton County, TX

**FIRST AMENDMENT TO FIRST SUPPLEMENT TO THE DEDICATORY
INSTRUMENT CERTIFICATE FOR NEWMAN VILLAGE**

**STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DENTON §**

This **FIRST AMENDMENT TO FIRST SUPPLEMENT TO THE DEDICATORY INSTRUMENT CERTIFICATE FOR NEWMAN VILLAGE** (hereinafter “First Amendment to First Supplement”) is made this 13th day of JULY, 2017, by the Newman Village Homeowners Association, Inc. (hereinafter “Association”).

WITNESSETH

WHEREAS, Darling Frisco Partners, Ltd. (“Declarant”) prepared and recorded an instrument entitled “Fist Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village” on or about September 11, 2008, as Document No. 2008-99716 of the Real Property Records of Denton County, Texas, as amended and supplemented (the “Declaration”); and

WHEREAS, the Association is the property owners’ association created to manage or regulate the planned development covered by the Declaration, which development is more particularly described in the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners’ association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, on or about November 12, 2008, the Association filed a Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document No. 2008-121275 of the Real Property Records of Denton County, Texas (the “Notice”); and

WHEREAS, on or about March 1, 2012, the Association filed a First Supplement to the Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document No. 2012-20766 of the Real Property Records of Denton County, Texas (the “First Supplement”); and

WHEREAS, on or about July 10, 2012, the Association filed a Second Supplement to the Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document No. 2012-73953 of the Real Property Records of Denton County, Texas (the “Second Supplement”); and

WHEREAS, on or about April 29, 2015, the Association filed a Third Supplement to the Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document No. 2015-44420 of the Real Property Records of Denton County, Texas (the "Third Supplement"); and

WHEREAS, on or about December 14, 2015, the Association filed a Fourth Supplement to the Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document No. 2015-142806 of the Real Property Records of Denton County, Texas (the "Fourth Supplement"); and

WHEREAS, on or about July 19, 2016, the Association filed a Fifth Supplement to the Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document No. 86355 of the Real Property Records of Denton County, Texas (the "Fifth Supplement"); and

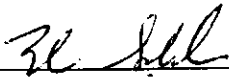
WHEREAS, the Association desires to amend the First Supplement by replacing, in its entirety, the document attached thereto as Exhibit A-7 "Newman Village Homeowners Association Covenant Enforcement and Fining Policy" and replacing it with the "Newman Village Homeowners Association Covenant Enforcement and Fining Policy [Rev. 3/17]" attached hereto as Exhibit "A", and incorporated herein by reference.

NOW, THEREFORE, the dedicatory instrument attached hereto as **Exhibit "A"** is a true and correct copy of the original and is hereby filed of record in the real property records of Denton County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this First Amendment to First Supplement to Notice to be executed by its duly authorized agent as of the date first above written.

**NEWMAN VILLAGE HOMEOWNERS ASSOCIATION,
INC.**

a Texas non-profit corporation

By: 
Name: ZACH SCHNEIDER
Title: NV Home Board President

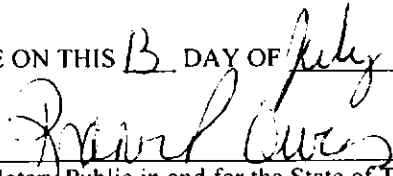
ACKNOWLEDGEMENT

STATE OF TEXAS

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COUNTY OF DENTON

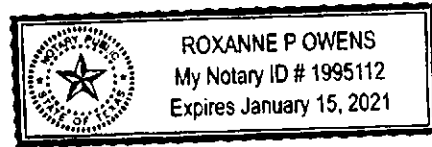
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS B DAY OF July, 2017.



Notary Public in and for the State of Texas

My commission expires: 1/15/2021

AFTER RECORDING, RETURN TO:
Daniel E. Pellar
The Pellar Law Firm, PLLC
2591 Dallas Parkway, Suite 300
Frisco, Texas 75034



DEDICATORY INSTRUMENTS

EXHIBIT A:

Newman Village Homeowners Association Covenant Enforcement and Fining Policy [Rev. 3/17].

NEWMAN VILLAGE HOMEOWNERS ASSOCIATION

COVENANT ENFORCEMENT AND FINING POLICY

WHEREAS, Article VI, Section 6.10 of the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village (as supplemented and amended the "Declaration") empowers the Newman Village Homeowners Association, Inc. (the "Association"), through its Board of Directors ("Board"), to impose reasonable fines for violations of the Declaration, Bylaws, and/or Association Rules; and

WHEREAS, the Board finds that there is a need to establish orderly procedures for the issuance of fines in order to encourage Owners and their occupants to comply with the Association's Governing Documents; and

WHEREAS, this Covenant Enforcement and Fining Policy (herein "Policy") is intended to replace and supersede all prior resolutions relating to the levying of fines for violations of the Association's Governing Documents.

NOW, THEREFORE, IT IS RESOLVED that the following systems, procedures and practices are established for the levying of fines against Owners for violation of the Governing Documents.

1. **Establishment of Violation**. Any condition, use or activity which does not comply with the provisions of the Governing Documents shall constitute a "Violation" under this Policy for all purposes.
2. **Report of Violation**. The existent of a Violation will be verified by a field observation conducted by the Board or its delegate. For the purpose of this Policy, the delegate of the Board may include any one or more of the following: the New Construction Committee ("NCC"), the Modifications Committee ("MC"), or the management staff of the Association ("Management"). It is the intent of this Policy that the Board will, at a minimum, delegate to Management the enforcement of certain types of Violations of a routine nature specifically defined by the Board. A timely written report shall be prepared by the field observer for each Violation which will include the following information:
 - a. Identification of the nature and description of the Violation(s).
 - b. Identification by street address and legal description, of the Unit on which the Violation(s) exists or has occurred.
 - c. Identification of the authority establishing that the condition, use or activity constitutes a Violation.

- d. Date of the verification observation and the name of the person making the observation.
- e. Determine of type of Violation:
 - i. Curable Violation: by way of example only, curable violations would include parking violations, maintenance violations, failure to construct improvements in accordance with approved plans, ongoing noise violations (such as a barking dog) and which otherwise are objectively determined not to pose a threat to the health or safety of the public.
 - ii. Uncurable Violation: by way of example only, uncurable violations would include shooting off fireworks, noise violations that are not ongoing (such as a loud party), property damage, removal or alteration of landscaping, and holding a garage sale or other prohibited event.

If the Violation is determined by the delegate to be a Curable Violation, as soon as practical after the field observation report is prepared, the delegate may, but is not required to, forward to the Owner of the Lot in question written notice via first class mail or via postcard of the discovery of the Curable Violation(s) (the "Courtesy Notice"). The Owner will have ten (10) days from date of mailing of the postcard or letter to correct or eliminate the Curable Violation(s). Alternatively, the Board or its delegate may proceed immediately to the notice set forth in Paragraph 3 below. If the Violation it determined to pose a material threat to the health or safety of the public or is determined to be an Uncurable Violation, no postcard or initial letter will be sent in accordance with this Section with an opportunity to cure before a fine is levied.

3. Required Notice.

- a. First Notice. If no response is received to the postcard or letter for a Curable Violation, and the Violation(s) has not been cured, or in the instance where a Violation is determined to be Uncurable or poses a threat to the health or safety of the public, the Board or its delegate shall notify the Owner of the Lot by certified mail, return receipt requested, that a Violation(s), has occurred or exists (the "First Notice"). The First Notice shall not be required to be sent prior to the Association's right to levy a fine or impose other sanctions for a Violation if the Owner has previously received a First Notice relating to a similar Violation within six (6) months of the current Violation. The First Notice shall contain, at a minimum, the following information:
 - i. The nature, description and location of the Violation(s), including if the Violation is Curable, Uncurable and/or is deemed to have posed, or

continues to pose, a threat to the health or safety of the public, and identify any property damage caused by the Owner;

- ii. The authority for establishing that the condition, use or activity constitutes a Violation, including the authority for recovering property damages caused by the Owner;
- iii. The proposed sanction to be imposed, including the amount of any fine or the amount claimed to be due from the Owner for property damage;
- iv. Notice to the Owner that if the Curable Violation(s) is corrected or eliminated by a specific date after mailing of the First Notice, that a fine will not be assessed and that no further action will be taken;
- v. The recipient may, on or before thirty (30) days from the mailing of the First Notice, deliver to the Association a written request for a hearing before the appropriate delegate;
- vi. If the Curable Violation is not corrected or eliminated by the date specified in the First Notice, or if a written request for a hearing is not submitted for a Curable Violation on or before thirty (30) days from the mailing of the First Notice, that the sanctions delineated in the First Notice may be imposed and that any attorney's fees and costs will be charged to the Owner;
- vii. The Owner may appeal any delegate's decision to the Board by written notice.

4. Request for Hearing. If the Owner or occupant challenges the existence of the Violation(s) and/or the proposed fine by timely requesting a hearing, as provided hereinabove, the hearing shall be held in executive session of the Board. At any such hearing, the alleged violator shall be afforded a reasonable opportunity to be heard. Such hearing shall be held no later than the 30th day after the date the Board receives the Owner's request for a hearing. Prior to the effectiveness of any fine imposed hereunder for a Violation, proof of proper notice of the hearing shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, agent or delegate who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The notice of the date, time and place of the hearing shall be sent no later than the 10th day before the date of the hearing. The delegate or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. The minutes of the meeting shall contain a written statement of the results of the hearing and the fine, if any, recommended to be imposed. The delegate shall notify the Owner in writing of the results of the

hearing within ten (10) days after the hearing.

5. Correction of Violation. Where the Owner corrects or eliminates the Curable Violation(s) prior to the imposition of any fine no further action will be taken (except for collection of any monies for which the Owner may become liable under this Policy and/or the Declaration). Written notice of correction or elimination of the Curable Violation may be obtained from the Board upon request for such notice by the Owner and upon payment of a fee to the Association for same, the amount of which is set by the Board or its delegate.
6. Referral to Legal Counsel. The Board or its delegate may refer any Violation to legal counsel for appropriate action at any time the Board or its delegate deems it to be in the best interests of the Association to do so. Any attorney's fees and related charges incurred by the Association in enforcing the Association's Governing Documents will be added to the fines imposed under this Policy and become an obligation of the Owner at issue.
7. Notice of Fines. Subject to the provisions of this Policy and/or the Governing Documents, the imposition of fines will be on the following basis:
 - a. In the event that the Owner has not cured a Curable Violation within the requested time period in the First Notice, or has not made a timely written request for a hearing within the time period requested in the First Notice, or when the board subsequent to a hearing on a Violation decides to levy a fine, the Board may impose a fine in accordance with Schedule of Fines attached hereto as Exhibit "A" against the Owner and the Lot. In the event that the Board imposes a fine against an Owner and a Lot, the Board or its delegate will send a formal notice of imposition of fine (the "Notice of Fine") to the Owner. The Notice of Fine will be given by certified mail, return receipt requested. Any, and all fines, levied under this Policy shall also become a part of the Owner's assessment obligation and a lien against the Lot.
 - b. If the Violation is still not corrected or cured within twenty (20) days from the date of the Notice of Fine, then the Board may impose a second fine ("Second Notice of Fine") in accordance with the schedule in Exhibit "A" against the Owner and the Lot. In the event the Board imposes a second fine against the Owner and the Lot, it shall notify the Owner of the Second Notice of Fine in writing by certified mail, return receipt requested.
 - c. If the Violation is still not cured within twenty (20) days from the date of the Second Notice of Fine, then the Board may impose a third fine ("Third Notice of Fine") in accordance with the schedule in Exhibit "A" against the Owner and the Lot. In the event the Board imposes a third fine against the Owner

and the Lot, it shall notify the Owner of the Third Notice of Fine in writing by certified mail, return receipt requested.

- d. In the event that the Violation is not cured within twenty (20) days from the date of the Third Notice of Fine, then the Board may impose additional fines against the Owner and Lot in an amount deemed reasonable by the Board. In the event the Board imposes any additional fines against the Owner and the Lot, it shall notify the Owner of the fine imposed in writing by certified mail, return receipt requested.
- e. Imposition of fines will be in addition to and not exclusive of any other rights and remedies of the Association as created by the Governing Documents or this Policy.
- f. Fines are imposed against the Owners of a Lot at the time of the Violation at issue and become the obligation of the Owner.

8. Notices.

- a. Any notice required by this Policy to be given, sent, delivered or received in writing will, for all purposes, be deemed to have been given, sent, delivered or received, at the time notice is placed in the care and custody of the United States Postal Service as evidenced by the date of postmark of such notice bearing postage prepaid and the most recent address of the recipient according to the records of the sending party.
- b. Where a day required for an action to be taken or a notice to be given, sent, delivered or received, as the case may be, falls on a Saturday, Sunday or United States Postal Service holiday, the required date for the action or notice will be extended to the first day following which is neither a Saturday, Sunday or United States Postal Service holiday.
- c. Where the interests of an Owner have been handled by a representative or agent of such Owner or where an Owner has otherwise acted to put the Association on notice that its interest in a Lot has been and is being handled by a representative or agent, any notice or communication from the Association pursuant to this Policy will be deemed full and effective for all purposes if given to such representative or agent.

9. Cure of Curable Violation During Enforcement. An Owner or occupant may correct or eliminate a Curable Violation at any time during the pendency of any procedure prescribe by this Policy. Upon verification that the Curable Violation has been corrected or eliminated, the Curable Violation will be deemed no longer

to exist. The Owner will remain liable for all costs and fines under this Policy, which costs and fines, if not paid upon demand, will be referred to the Association and/or its legal counsel for collection.

Where an Owner transfers record title to a Lot at any time during the pendency of any procedure prescribed by this Policy, such Owner shall remain personal liable for all costs and fines under this Policy. As soon as practical after receipt by the Association of a notice of a change in the record title to a Lot which is the subject of enforcement proceedings under this Policy, the Board or its delegate may begin enforcement proceedings against the new Owner in accordance with this Policy. The new Owner shall be personally liable for all costs and fines under this Policy which are the result of the new Owners' failure and/or refusal to correct or eliminate the Curable Violation(s) in the time and manner specified under this Policy.

10. Definitions. The definitions contained in the Declaration are hereby incorporated herein by reference for all purposes.

IT IS FURTHER RESOLVED that this Policy replaces and supersedes in all respects all prior resolutions relating to the levying of fines for violations of the Governing Documents, and is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on June 14th, 2017, and has not been modified, rescinded or revoked.

DATE: July 14th, 2017


Signature

Denton County
Juli Luke
County Clerk

Instrument Number: 130101

ERecordings-RP
AMENDMENT

Recorded On: October 20, 2017 03:57 PM

Number of Pages: 7

" Examined and Charged as Follows: "

Total Recording: \$50.00

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

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 130101
Receipt Number: 20171020000612
Recorded Date/Time: October 20, 2017 03:57 PM
User: Joy R
Station: Station 19

Record and Return To:

eRx



STATE OF TEXAS
COUNTY OF DENTON

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

Juli Luke
County Clerk
Denton County, TX

**SECOND AMENDMENT TO FIRST SUPPLEMENT TO THE DEDICATORY
INSTRUMENT CERTIFICATE FOR NEWMAN VILLAGE**

**STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DENTON §**

This **SECOND AMENDMENT TO FIRST SUPPLEMENT TO THE DEDICATORY INSTRUMENT CERTIFICATE FOR NEWMAN VILLAGE** (hereinafter “Second Amendment to First Supplement”) is made this 16th day of October, 2017, by the Newman Village Homeowners Association, Inc. (hereinafter “Association”).

WITNESSETH

WHEREAS, Darling Frisco Partners, Ltd. (“Declarant”) prepared and recorded an instrument entitled “Fist Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village” on or about September 11, 2008, as Document No. 2008-99716 of the Real Property Records of Denton County, Texas, as amended and supplemented (the “Declaration”); and

WHEREAS, the Association is the property owners’ association created to manage or regulate the planned development covered by the Declaration, which development is more particularly described in the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners’ association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, on or about November 12, 2008, the Association filed a Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document No. 2008-121275 of the Real Property Records of Denton County, Texas (the “Notice”); and

WHEREAS, on or about March 1, 2012, the Association filed a First Supplement to the Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document No. 2012-20766 of the Real Property Records of Denton County, Texas (the “First Supplement”); and

WHEREAS, on or about July 10, 2012, the Association filed a Second Supplement to the Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document No. 2012-73953 of the Real Property Records of Denton County, Texas (the “Second Supplement”); and

WHEREAS, on or about April 29, 2015, the Association filed a Third Supplement to the Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document

No. 2015-44420 of the Real Property Records of Denton County, Texas (the "Third Supplement"); and

WHEREAS, on or about December 14, 2015, the Association filed a Fourth Supplement to the Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document No. 2015-142806 of the Real Property Records of Denton County, Texas (the "Fourth Supplement"); and

WHEREAS, on or about July 19, 2016, the Association filed a Fifth Supplement to the Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document No. 86355 of the Real Property Records of Denton County, Texas (the "Fifth Supplement"); and

WHEREAS, on or about July 17, 2017, the Association filed a First Amendment to the First Supplement to the Dedicatory Instrument Certificate for Newman Village Homeowners Association, as Document No. 85967 of the Real Property Records of Denton County, Texas ("First Amendment to First Supplement"); and

WHEREAS, on or about July 17, 2017, the Association filed a Sixth Supplement to the Dedicatory Instrument Certificate for Newman Village Homeowners Association, as Document No. 85946 of the Real Property Records of Denton County, Texas ("Sixth Supplement"); and


WHEREAS, the Association desires to amend the First Amendment to First Supplement by replacing, in its entirety, that page identified as Exhibit "A" to Exhibit "A" to the First Amendment to First Supplement and titled "Newman Village Covenant Enforcement and Fining Policy Schedule of Fines, Effective 03-2016" and replace that page with the document attached hereto as Exhibit "A" to Exhibit "A" and titled "Newman Village Covenant Enforcement and Fining Policy Schedule of Fines, Effective 08-2017" which is incorporated herein by reference.

NOW, THEREFORE, the dedicatory instrument attached hereto as **Exhibit "A"** is a true and correct copy of the original and is hereby filed of record in the real property records of Denton County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Second Amendment to First Supplement to Notice to be executed by its duly authorized agent.

**NEWMAN VILLAGE HOMEOWNERS ASSOCIATION,
INC.**

a Texas non-profit corporation

By: 
Name: ZACH SCHNEIDER
Title: HOA BOARD PRESIDENT

ACKNOWLEDGEMENT

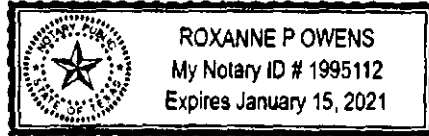
STATE OF TEXAS §
 §
COUNTY OF DENTON §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 14 DAY OF October, 2017.

Roxanne P. Owens
Notary Public in and for the State of Texas

My commission expires: 1/15/2021

AFTER RECORDING, RETURN TO:
Daniel E. Pellar
The Pellar Law Firm, PLLC
2591 Dallas Parkway, Suite 300
Frisco, Texas 75034



DEDICATORY INSTRUMENTS

EXHIBIT A:

Newman Village Covenant Enforcement and Fining Policy Schedule of Fines
[Effective 08-2017].

THE NEWMAN VILLAGE HOMEOWNERS ASSOCIATION, INC.

Schedule of Fines

WHEREAS, Article VI, Section 6.10 of the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village ("Declaration"), empowers the Board of Directors ("Board") of the Newman Village Homeowners Association, Inc. ("Association") to adopt a fining policy for violations of the governing documents of the Association; and

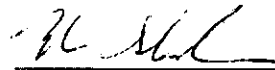
WHEREAS, the Board adopted a Covenant Enforcement and/or Fining Policy which was recorded on or about July 17, 2017 as Document No. 85967 in the Real Property Records of Denton County, Texas (Fining Policy"); and

WHEREAS, the Board desires to amend and replace the "Schedule of Fines (Effective 03-2017)" which was attached as part of Exhibit "A" to the Fining Policy.

NOW, THEREFORE, IT IS RESOLVED that the current Schedule of Fines attached as Exhibit "A" to the Fining Policy is hereby amended and replaced in its entirety with the amended "Schedule of Fines (Effective 08-2017)" and attached hereto as **Exhibit "A"** and that this amended Schedule of Fines replaces and supersedes in all respects all prior resolutions relating to any schedule of fines, and is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 10/5/17 2017, and has not been modified, rescinded, or revoked.

DATE: 10/14/17



Signature

EXHIBIT "A"

NEWMAN VILLAGE
COVENANT ENFORCEMENT AND FINING POLICY
Schedule of Fines
Effective 08-2017

<u>VIOLATION</u>	<u>FINE</u>	<u>REPEAT OFFENDER – 6 months</u>
First Notice of Violation	\$50.00	\$200.00
Second Notice of Violation issued if Violation is not corrected within 20 days of date of mailing of First Notice of Violation	\$100.00	\$200.00
Third Notice of Violation issued if not corrected within 20 days of mailing of Second Notice of Violation.	\$200.00	\$200.00

This Schedule of Fines is to be used solely as a guide by the Board or its delegate in establishing fines for various violations of the Association's Governing Documents. Fines may be imposed by the Board, or its delegate as authorized by the Board, 20 days after the Third Notice of Violation is mailed if the Violation is not corrected and may be levied as a lump sum or per diem at an amount reasonably determined by the Board to be justified given the nature of the Violation(s). The Board may also authorize fines for Repeat Offenders (violations observed within 6 months after an Owner receives a First Notice of the same or substantially similar violation in accordance with Section 3(a) of the Covenant Enforcement and Fining Policy) as a lump sum or per diem basis and/or may impose other remedies in addition to imposition of fines as permitted by the Governing Documents at any stage of the fining and notice process referenced in the Policy. Any conflict between this Schedule and the Policy shall be resolved in favor of the wording contained in the Policy.

Denton County
Juli Luke
County Clerk

Instrument Number: 85946

ERecordings-RP

MISCELLANEOUS

Recorded On: July 17, 2017 01:29 PM

Number of Pages: 8

" Examined and Charged as Follows: "

Total Recording: \$54.00

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

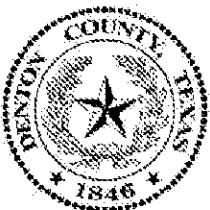
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 85946
Receipt Number: 20170717000430
Recorded Date/Time: July 17, 2017 01:29 PM
User: Chris C
Station: Station 35

Record and Return To:

eRx



STATE OF TEXAS
COUNTY OF DENTON

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

Juli Luke
County Clerk
Denton County, TX

**SIXTH SUPPLEMENT TO THE DEDICATORY INSTRUMENT CERTIFICATE FOR
NEWMAN VILLAGE**

**STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DENTON §**

This **SIXTH SUPPLEMENT TO THE DEDICATORY INSTRUMENT CERTIFICATE FOR NEWMAN VILLAGE** (hereinafter "Sixth Supplement") is made this 13th day of July, 2017, by the Newman Village Homeowners Association, Inc. (hereinafter "Association").

WITNESSETH

WHEREAS, Darling Frisco Partners, Ltd. ("Declarant") prepared and recorded an instrument entitled "First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village" on or about September 11, 2008, as Document No. 2008-99716 of the Real Property Records of Denton County, Texas, as amended and supplemented (the "Declaration"); and

WHEREAS, the Association is the property owners' association created to manage or regulate the planned development covered by the Declaration, which development is more particularly described in the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, on or about November 12, 2008, the Association filed a Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document No. 2008-121275 of the Real Property Records of Denton County, Texas (the "Notice"); and

WHEREAS, on or about March 1, 2012, the Association filed a First Supplement to the Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document No. 2012-20766 of the Real Property Records of Denton County, Texas (the "First Supplement"); and

WHEREAS, on or about July 10, 2012, the Association filed a Second Supplement to the Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document No. 2012-73953 of the Real Property Records of Denton County, Texas (the "Second Supplement"); and

WHEREAS, on or about April 29, 2015, the Association filed a Third Supplement to the Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document

No. 2015-44420 of the Real Property Records of Denton County, Texas (the "Third Supplement"); and

WHEREAS, on or about December 14, 2015, the Association filed a Fourth Supplement to the Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document No. 2015-142806 of the Real Property Records of Denton County, Texas (the "Fourth Supplement"); and

WHEREAS, on or about July 19, 2016, the Association filed a Fifth Supplement to the Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document No. 86355 of the Real Property Records of Denton County, Texas (the "Fifth Supplement"); and

WHEREAS, on or about _____, 2017, the Association filed a First Amendment to the First Supplement to the Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document No. _____ in the Real Property Records of Denton County, Texas (the "First Amendment to First Supplement"); and

WHEREAS, the Association desires to supplement the Notice by recording the attached dedicatory instruments in the Real Property Records of Denton County, Texas, pursuant to and in accordance with, Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instruments attached hereto as **Exhibit "A-1" and Exhibit "A-2"** are true and correct copies of the originals and are hereby filed of record in the real property records of Denton County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Sixth Supplement to Notice to be executed by its duly authorized agent as of the date first above written.

**NEWMAN VILLAGE HOMEOWNERS ASSOCIATION,
INC.
a Texas non-profit corporation**

By: [Signature]
Name: ZACH SCHEIDT
Title: NV HVA BOARD PRESIDENT

ACKNOWLEDGEMENT

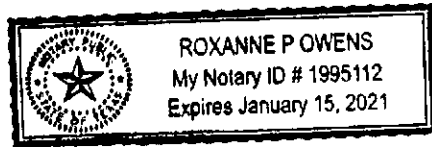
STATE OF TEXAS §
 §
COUNTY OF DENTON §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 13 DAY OF July, 2017.

[Signature]
Notary Public in and for the State of Texas

My commission expires: 1/15/2021

AFTER RECORDING, RETURN TO:
Daniel E. Pellar
The Pellar Law Firm, PLLC
2591 Dallas Parkway, Suite 300
Frisco, Texas 75034



DEDICATORY INSTRUMENTS

EXHIBIT A -1:

Newman Village Homeowners Association Discretionary Fining Policy Guidelines [Rev. 3/17].

EXHIBIT A -2:

Newman Village Homeowners Association Suspension of Owner Privilege to Use Common Elements Policy [Rev. 3/17].

THE NEWMAN VILLAGE HOMEOWNERS ASSOCIATION, INC.

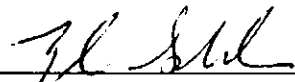
Discretionary Fining Policy Guidelines

WHEREAS, the Board of Directors ("Board") of The Newman Village Homeowners Association, Inc. ("Association") recognizes the need to provide guidance for management and delegates of the Board in those instances where a Violation(s) continues beyond the Third Notice of Fine sent to an Owner in accordance with the Newman Village Homeowners Association Covenant Enforcement and Fining Policy (the "Policy"); and

NOW, THEREFORE, IT IS RESOLVED by the Board, that in those instance where a Violation(s) continues beyond twenty (20) days after mailing of a Third Notice of Fine, and in order to efficiently and timely address and respond to said Violation(s), the Association's Board authorizes the Association's acting management staff to impose and levy additional fines at a rate of \$200 per occurrence or per diem, as applicable, up to a maximum additional amount not to exceed Six Hundred and No/100 Dollars (\$600) without prior approval from the Board approval or review.

This is to certify that the foregoing resolution was adopted by the Board of Directors of the Newman Village Homeowners Association, Inc., at a meeting of same on June 14th, 2017, and has not been modified, rescinded or revoked.

DATE: July 17th, 2017



Signature

THE NEWMAN VILLAGE HOMEOWNERS ASSOCIATION, INC.

Suspension of Owner Privilege to Use Common Elements Policy

WHEREAS, the Board of Directors ("Board") of The Newman Village Homeowners Association, Inc. ("Association") recognizes the need to provide guidance for management and delegates of the Board in those instances where an Owner fails to timely pay assessments and other amounts owed to the Association and cure Violations (hereinafter "Policy"); and

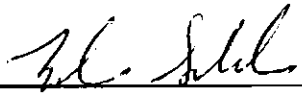
NOW, THEREFORE, IT IS RESOLVED by the Board, that when an Owner's past due account balance for assessments and other amounts owed, including fines imposed for Violations, exceeds One Thousand and NO/100 Dollars (\$1,000), and notice and opportunity for a hearing before the Board has expired or an adverse ruling has been rendered by the Board in accordance with Section 7.01 of the First Amended and Restated Declaration of Covenants, Conditions and Restrictions (the "Declaration"), the Association's acting management staff shall suspend an Owner's privilege to use Common Elements, including but not limited to suspension of an Owner's right to use the Swim and Racquet Club, or any other Association Common Element facilities, including rental of the Discovery Center. Furthermore, the suspension shall restrict the Owner from using Toll Tags or other FOB equipment to gain access the Association's ingress and egress gate systems or other Common Element facilities. If a suspension is imposed under this Policy, the suspension shall remain in place until such time that the Owner has fully paid the past due balance owed, and any existing Violations associated with the suspension have been cured.

If, within 6 months after an Owner receives a notice concerning a Violation, the Association determines that a substantially similar Violation has occurred, then the sanctions referenced herein shall also be imposed after notice and opportunity for a hearing before the Board has expired, or an adverse ruling has been rendered by the Board in accordance with Section 7.01 of the Declaration, without regard to any past due balance owed by the Owner. In that case, suspension of the use of Common Elements shall be imposed for a period of 30 days for each subsequent Violation, or until the subsequent noticed Violation is cured, whichever time period is greater.

This is to certify that the foregoing resolution was adopted by the Board of Directors of the Newman Village Homeowners Association, Inc., at a meeting of same on June 14, 2017, and has not been modified, rescinded or

revoked.

DATE: July 14th, 2017


Signature

Denton County
Juli Luke
County Clerk

Instrument Number: 41211

ERecordings-RP

MISCELLANEOUS

Recorded On: April 12, 2018 01:58 PM

Number of Pages: 10

" Examined and Charged as Follows: "

Total Recording: \$62.00

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

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 41211
Receipt Number: 20180412000381
Recorded Date/Time: April 12, 2018 01:58 PM
User: Joy R
Station: Station 19

Record and Return To:

eRx



STATE OF TEXAS
COUNTY OF DENTON

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

Juli Luke
County Clerk
Denton County, TX

**SIXTH SUPPLEMENT
TO THE
DEDICATORY INSTRUMENT CERTIFICATE
FOR NEWMAN VILLAGE
[Assessment Collection Policy]**

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DENTON §

THIS SIXTH SUPPLEMENT TO DEDICATORY INSTRUMENT CERTIFICATE FOR NEWMAN VILLAGE (this "Sixth Supplement") is made this 5th day of APRIL, 2018, by Newman Village Homeowners Association (the "Association").

WITNESSETH:

WHEREAS, Darling Frisco Partners, Ltd. ("Declarant") prepared and recorded an instrument entitled "First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village" on or about September 11, 2008, as Document No. 2008-99716 of the Real Property Records of Denton County, Texas, as amended and supplemented (the "Declaration"); and

WHEREAS, the Association is the property owners' association created to manage or regulate the planned development covered by the Declaration, which development is more particularly described in the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, on or about November 12, 2008, the Association filed a Dedicatory Instruments Certificate [for] Newman Village Homeowners Association as Document No. 2008-121275 of the Real Property Records of Denton County, Texas (the "Notice"); and

WHEREAS, on or about March 1, 2012, the Association filed a First Supplement to Dedicatory Instrument Certificate for Newman Village as Document No. 2012-20766 of the Real Property Records of Denton County, Texas (the "First Supplement"); and

WHEREAS, on or about July 10, 2012, the Association filed a Second Supplement to Dedicatory Instrument Certificate for Newman Village as Document No. 2012-73953 of the Real Property Records of Denton County, Texas (the "Second Supplement"); and

WHEREAS, on or about April 29, 2015, the Association filed a Third Supplement to the Dedicatory Instrument Certificate for Newman Village as Document No. 2015-44420 of the Real Property Records of Denton County, Texas (the "Third Supplement"); and

WHEREAS, on or about December 14, 2015, the Association filed a Fourth Supplement to the Dedicatory Instrument Certificate for Newman Village as Document No. 2015-142806 of the Real Property Records of Denton County, Texas (the "Fourth Supplement"); and

WHEREAS, on or about July 19, 2016, the Association filed a Fifth Supplement to the Dedicatory Instrument Certificate for Newman Village as Document No. 2016-86355 of the Real Property Records of Denton County, Texas (the "Fifth Supplement"); and

WHEREAS, the Association desires to again supplement the Notice with the dedicatory instrument attached as **Exhibit "A"** pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instrument attached hereto as **Exhibit "A"** is a true and correct copy of the original and is hereby filed of record in the Real Property Records of Denton County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Sixth Supplement to be executed by its duly authorized agent as of the date first above written.

**NEWMAN VILLAGE
HOMEOWNERS ASSOCIATION,**
a Texas non-profit corporation

By: 

Name: ZACH SCHNEIDER

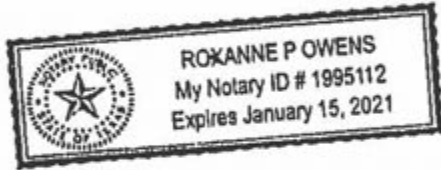
Its: HOA BOARD PRESIDENT

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared Zach Schneider, President of Newman Village Homeowners Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 5 day of April, 2018.



Roxanne Owens
Notary Public, State of Texas
1/15/2021
My Commission Expires

Exhibit "A"

Assessment Collection Policy

NEWMAN VILLAGE HOMEOWNERS ASSOCIATION

ASSESSMENT COLLECTION POLICY

WHEREAS, Newman Village Homeowners Association (the "Association") has authority pursuant to Article VI of the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village (the "Declaration") to levy assessments against Owners of Lots located within Newman Village, a planned community located in Denton County, Texas (the "Development"); and

WHEREAS, in order to facilitate the timely collection of assessments and other amounts owed by Owners, and in order to comply with the Declaration and state law regarding the collection of unpaid amounts, the Board desires to establish certain procedures for the collection of assessments that remain unpaid beyond the prescribed due dates.

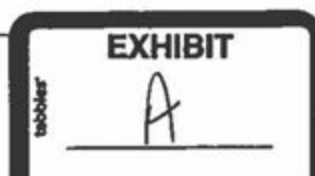
NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the collection of assessments owing and to become owing by Owners in the Development and the same are to be known as the "Assessment Collection Policy" ("Policy") for the Association:

1. Generally. The steps and procedures contained in this Policy serve as a general outline of the Association's collection process. The Association is not bound to follow these exact procedures in every collection matter except as required by the Declaration and the laws that govern collection of assessments. The procedures below are not intended to constitute a prerequisite or condition precedent to the Association's legal ability to collect unpaid assessments and other amounts except as required by the Declaration or law.

2. Delegation to Management. To facilitate cost-effective and timely collection of all amounts owed by owners, including but not limited to assessments, dues, charges and/or related costs, the Association may delegate to management those duties determined by the Board in its sole discretion to be necessary to assist collection efforts.

3. Ownership Interests. As used herein, the term "Delinquent Owner" refers to that person who held title to a Lot on the date an assessment became due. As used herein, the term "Current Owner" refers to that person who then holds title to a Lot. Unless expressly denoted otherwise, the "Owner" of a Lot refers to the Delinquent Owner or the Current Owner or both, as may be appropriate under the circumstances in question.

4. Due Dates. Pursuant to Article VI of the Declaration, Regular Assessments are levied annually and are to be paid by January 1 of the year to which the Regular Assessment applies, unless an installment schedule for payment of Regular Assessments is approved by the Board. Currently, the Board has provided for payment of the Regular Assessments bi-annually, with Regular Assessments due on January 1 and July 1 of each year. The due date for a Special Assessment, Individual Lot Assessment or Fine is the date stated in the notice of assessment or, if no date is stated, within thirty (30) days after the notice of the assessment is given. The due date for any assessment shall be collectively referred to in this Policy as the "Due Date." Any



assessment which is not paid in full on or before the Due Date is delinquent (the "Delinquency Date") and shall be assessed handling charges and interest as provided in Paragraphs 7 and 8 below.

5. Written Notice of Default. The Association and/or its managing agent may send various notification letters to a Delinquent Owner regarding a delinquency. Prior to sending a delinquent account to the Association's legal counsel for collection, the Association will send written notice of default to the Owner via certified mail, return receipt requested (the "Default Notice"). The Default Notice shall include the following information: (i) a statement of the total amount owed and a specification of each delinquent amount; (ii) a description of the options the Owner has to avoid having the account turned over to the Association's legal counsel, including the availability of a payment plan; and (iii) a statement that the Owner has a period of at least thirty (30) days to cure the delinquency before further collection action is taken.

6. Payment Plans. Section 209.0062 of the Texas Property Code requires that the Association offer payment plans to owners in certain circumstances. The Board has adopted and recorded an Alternative Payment Plan Policy and the Association will follow the guidelines and procedures contained therein.

7. Interest. In the event any assessment, or any portion thereof, is not paid in full by the Delinquency Date, interest on the principal amount due may be assessed against the Owner, the rate of said interest to be eighteen percent (18%) per annum, or the maximum amount permitted by Texas law, whichever is less, and shall accrue from the Due Date until paid. Such interest, as and when it accrues hereunder, will become part of the assessment upon which it has accrued and, as such, will be subject to recovery in the manner provided herein for assessments.

8. Handling Charges and Return Check Fees. In order to recoup for the Association and/or its managing agent the costs incurred because of the additional administrative expenses associated with collecting delinquent assessments, collection of the following fees and charges are part of this Policy:

a. Any handling charges, administrative fees, collection costs, postage or other expenses incurred by the Association or its managing agent in connection with the collection of any assessment or related amount owing beyond the Delinquency Date for such assessment will become due and owing by the Delinquent Owner.

b. A charge of \$25.00 per item will become due and payable for any check tendered to the Association which is dishonored by the drawee of such check, the charge being in addition to any other fee or charge which the Association is entitled to recover from an Owner in connection with collection of assessments owing with respect to such Owner's Lot.

c. Any fee or charge becoming due and payable pursuant to this Paragraph will be added to the amount then outstanding and is collectible to the same extent and in the same manner as the assessment, the delinquency of which gave rise to the incurrence of such charge, fee or expense.

9. Application of Funds Received. All monies received by the Association will be applied to the Owner's delinquency in the following order of priority: (1) any delinquent assessment; (2) any current assessment; (3) any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure; (4) any attorney's fees incurred by the Association that do not fall within category (3); (5) any fines assessed by the Association; and lastly (6) any other amount owed to the Association.

10. Ownership Records. All collection notices and communications will be directed to those persons shown by the records of the Association as being the Owner of a Lot for which assessments are due and will be sent to the most recent address of such Owner solely as reflected by the records of the Association. Any notice or communication directed to a person at an address, in both cases reflected by the records of the Association as being the Owner and address for a given Lot, will be valid and effective for all purposes pursuant to the Declaration and this Policy until such time as there is actual receipt by the Association of written notification from the Owner of any change in the identity or status of such Owner or its address or both.

11. Notification of Owner's Representative. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interests in a Lot have been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Policy will be deemed full and effective for all purposes if given to such representative or agent.

12. Remedies and Legal Actions. If an Owner fails to cure the delinquency within the thirty (30) day period stated in the Default Notice (as provided for above), the Association may, at its discretion and when it chooses, refer the delinquency to legal counsel for the Association. Any attorney's fees and related charges incurred by virtue of legal action taken will become part of the Owner's assessment obligation and may be collected as such as provided herein.

At the direction of Management and/or the Board, legal counsel for the Association may pursue any and all available legal remedies with regard to the delinquencies referred to it including, but not limited to, the following:

a. Notice Letter. As the initial correspondence to a Delinquent Owner, counsel will send a notice letter (the "Notice Letter") to the Owner advising the Owner of the Association's claim for all outstanding assessments and related charges, adding to the charges the attorney's fees and costs incurred for counsel's services.

b. Notice of Lien. If an Owner fails to cure the delinquency indicated in the Notice Letter, upon being requested to do so by the Board and/or Management, counsel may prepare and record in the Real Property Records of Denton County, a written notice of lien (referred to as the "Notice of Lien") against the Lot. A copy of the Notice of Lien will be sent to the Owner, together with an additional demand for payment in full of all amounts then outstanding.

c. Foreclosure. In the event that the Owner fails to cure the delinquency, the Board may direct legal counsel to pursue foreclosure of the lien. In any foreclosure proceedings, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees.

i. Expedited Foreclosure Pursuant to Rules 735 & 736 of the Texas Rules of Civil Procedure. The Board may decide to foreclose its lien by exercising its power of sale granted by the Declaration. In such event, counsel may commence an expedited foreclosure lawsuit under Rules 735 and 736 of the Texas Rules of Civil Procedure ("Expedited Foreclosure"). Upon receipt from the Court of an order authorizing foreclosure of the Lot, counsel may post the Lot for foreclosure at an upcoming foreclosure sale. The Association shall have the power to bid on the Owner's Lot and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. The Association may institute a personal judgment suit against the former Owner for any deficiency resulting from the Association's foreclosure of its assessment lien.

ii. Judicial Foreclosure. The Association may file suit for judicial foreclosure ("Judicial Foreclosure") of the assessment lien, which suit may also seek a personal money judgment. Upon receipt from the Court of an order foreclosing the Association's assessment lien against the Lot, the sheriff or constable may post the Lot for sheriff's sale. The Association shall have the power to bid on the Owner's Lot and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

d. Lienholder Notification. In pursuing Expedited Foreclosure or Judicial Foreclosure, the Association shall provide the 61-day notice letter to lienholders pursuant to Section 209.0091 of the Texas Property Code.

e. Lawsuit for Money Judgment. The Association may file suit for a money judgment in any court of competent jurisdiction.

f. Bankruptcy. Upon notification of a petition in bankruptcy, the Association may refer the account to legal counsel.

g. Suspension of Rights to Use Recreational Facilities. If authorized by the Declaration, Bylaws or rules and regulations, the Association may suspend an Owner's privileges to use the Association's recreational facilities.

h. Remedies Not Exclusive. All rights and remedies provided in this Policy and hereinabove are cumulative and not exclusive of any other rights or remedies that may be available to the Association, whether provided by law, equity, the Association's governing documents or otherwise.

13. Lock Boxes. The Association may establish a lock box for the receipt of assessment payments. Payments made to the lock box are deposited in the Association's bank account without regard to communications or other notices enclosed with or stated on the payment. Any notice or communication (including, without limitation, a dispute of the debt) enclosed with or stated on the payment to the lock box will be ineffective and not binding on the

Association. Any dispute of an assessment or related charge, any proposed tender of an amount less than the entire amount claimed to be due which is intended to satisfy the Owner's debt in full, or any change in the identity, status or address of an Owner, must be in writing, sent to and received by Management at the address listed on the Association's most recent management certificate.

14. Compromise of Assessment Obligations. In order to expedite the handling of collection of delinquent assessments owed to the Association, the Board may, at any time, compromise or waive the payment of any assessment, interest, late charge, handling charge, collection cost, legal fee or any other applicable charge. The Association may, at its option, notify the Internal Revenue Service of the waiver or forgiveness of any assessment obligation.

15. Severability and Legal Interpretation. In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Policy shall be enforced as if such provision did not exist. Furthermore, in the event that any provision of this Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law. In the event any provision of this Policy conflicts with the Declaration, the Declaration controls. In the event any provision of the Declaration related to collection of assessments conflicts with Chapter 209 of the Texas Property ("Code"), the Code controls.

IT IS FURTHER RESOLVED that this Policy replaces and supersedes in all respects all prior policies and resolutions with respect to the collection of assessments by the Association and is effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on MARCH 20, 2018, and has not been modified, rescinded or revoked.

DATE: APRIL 5, 2018



~~Secretary~~ PRESIDENT

Denton County
Juli Luke
County Clerk

Instrument Number: 59035

ERecordings-RP

MISCELLANEOUS

Recorded On: May 24, 2018 08:11 AM

Number of Pages: 9

" Examined and Charged as Follows: "

Total Recording: \$58.00

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

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 59035
Receipt Number: 20180524000023
Recorded Date/Time: May 24, 2018 08:11 AM
User: Darcey B
Station: Station 21

Record and Return To:

eRx



STATE OF TEXAS
COUNTY OF DENTON

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

Juli Luke
County Clerk
Denton County, TX

**SEVENTH SUPPLEMENT TO THE DEDICATORY INSTRUMENT CERTIFICATE
FOR NEWMAN VILLAGE**

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DENTON §

This **SEVENTH SUPPLEMENT TO THE DEDICATORY INSTRUMENT CERTIFICATE FOR NEWMAN VILLAGE** (hereinafter “Seventh Supplement”) is made this ~~22nd~~ day of MAY , 2018, by the Newman Village Homeowners Association, Inc. (hereinafter “Association”).

WITNESSETH

WHEREAS, Darling Frisco Partners, Ltd. (“Declarant”) prepared and recorded an instrument entitled “Fist Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village” on or about September 11, 2008, as Document No. 2008-99716 of the Real Property Records of Denton County, Texas, as amended and supplemented (the “Declaration”); and

WHEREAS, the Association is the property owners’ association crated to manage or regulate the planned development covered by the Declaration, which development is more particularly described in the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners’ association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, on or about November 12, 2008, the Association filed a Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document No. 2008-121275 of the Real Property Records of Denton County, Texas (the “Notice”); and

WHEREAS, on or about March 1, 2012, the Association filed a First Supplement to the Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document No. 2012-20766 of the Real Property Records of Denton County, Texas (the “First Supplement”); and

WHEREAS, on or about July 10, 2012, the Association filed a Second Supplement to the Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document No. 2012-73953 of the Real Property Records of Denton County, Texas (the “Second Supplement”); and

WHEREAS, on or about April 29, 2015, the Association filed a Third Supplement to the Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document

No. 2015-44420 of the Real Property Records of Denton County, Texas (the “Third Supplement”); and

WHEREAS, on or about December 14, 2015, the Association filed a Fourth Supplement to the Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document No. 2015-142806 of the Real Property Records of Denton County, Texas (the “Fourth Supplement”); and

WHEREAS, on or about July 19, 2016, the Association filed a Fifth Supplement to the Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document No. 86355 of the Real Property Records of Denton County, Texas (the “Fifth Supplement”); and

WHEREAS, on July 17, 2017, the Association filed a Sixth Supplement to the Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document No. 85946 in the Real Property Records of Denton County, Texas (the “Sixth Supplement”); and

WHEREAS, on July 17, 2017, the Association filed a First Amendment to the First Supplement to the Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document No. 85967 in the Real Property Records of Denton County, Texas (the “First Amendment to First Supplement”); and

WHEREAS, on October 20, 2017, the Association filed a Second Amendment to the First Supplement to the Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document No. 130101 in the Real Property Records of Denton County, Texas (the “Second Amendment to First Supplement”); and

WHEREAS, the Association desires to supplement the Notice by recording the attached dedicatory instruments in the Real Property Records of Denton County, Texas, pursuant to and in accordance with, Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instruments attached hereto as **Exhibit “A”** is a true and correct copies of the original and is hereby filed of record in the real property records of Denton County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Seventh Supplement to Notice to be executed by its duly authorized agent as of the date first above written.

**NEWMAN VILLAGE HOMEOWNERS ASSOCIATION,
INC.**

a Texas non-profit corporation

By: [Signature]
Name: ZACH SCHNEIDER
Title: NV HOA BOARD PRESIDENT

ACKNOWLEDGEMENT

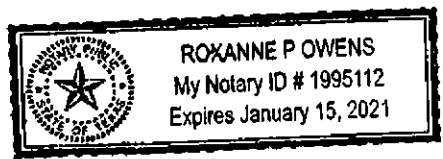
STATE OF TEXAS §
 §
COUNTY OF DENTON §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 23 DAY OF May, 2018.

[Signature]
Notary Public in and for the State of Texas

My commission expires: 1/15/2021

AFTER RECORDING, RETURN TO:
Daniel E. Pellar
The Pellar Law Firm, PLLC
2591 Dallas Parkway, Suite 300
Frisco, Texas 75034



DEDICATORY INSTRUMENTS

EXHIBIT A

Newman Village Homeowners Association Policy-Video Surveillance Camera Use (Ver. 5/18)

Newman Village Homeowners Association

POLICY VIDEO SURVEILLANCE CAMERA USE

Revision 0

05/2018

Video Surveillance Camera Use Policy:

PURPOSE

The Newman Village Homeowners Association (“NVHOA”) recognizes the need to balance individual’s rights to privacy and the need for the preservation and protection of NVHOA assets and property. The NVHOA has therefore adopted a Video Surveillance Camera Use Policy (the “Policy”) which attempts to balance these rights.

In 2017, the NVHOA Board of Directors approved the installation of new Video Recording Cameras at all NVHOA vehicle gates, Swim and Racquet Club and Discovery Center. The video cameras in these areas can be utilized by local law enforcement or appropriate NVHOA staff associated with investigation of possible civil, criminal, or related matters arising out of activity within the NVHOA community. To ensure that the video surveillance is not abused or misused, the Board of Directors agreed that this Policy should be enacted to govern the use, access, and retention of such video surveillance information.

This Policy applies to all video surveillance systems currently installed or will be installed in the future within the NVHOA which are permanently installed and whose presence is noticed on posted signage and is exclusive of personal surveillance equipment installed by residents.

Installation, Placement and Maintenance of Video Surveillance Equipment

Video Equipment / Records

1. **Type of Equipment:** The NVHOA will use Digital Video Recorders to collect and retain real-time video for a maximum of 14 days.
2. **Placement:** Video recording equipment shall be placed at visible locations in the Association vehicle gates, the Swim and Racquet Club, the Discovery Center and other NV common areas that may be deemed necessary in the future, which present the best surveillance options with respect to desired coverage and ambient lighting conditions. Cameras will be positioned to not willfully intrude on a homeowners’ property or privacy. Signage shall be erected in conspicuous location(s) notifying all parties that the area is under video surveillance. The Board of Directors shall determine the location of cameras on NVHOA owned Property. Surveillance cameras shall not be placed inside any NVHOA restroom, or any other area designed and regularly used for changing clothes.
3. **Maintenance:** While the cost of Digital Recording Equipment does sometimes preclude the cost of maintenance, any equipment which must be sent outside the community for maintenance shall have its internal recording media deleted and or copied prior to removing the equipment. Any of premise servicing by an outside service technician will be done in the presence of a designated member of staff.

Newman Village Homeowners Association

POLICY VIDEO SURVEILLANCE CAMERA USE

Revision 0

05/2018

Access to Video Records

1. **Access: NVHOA** – Access to video surveillance records shall be secured and restricted to the Board of Directors President, a Director designated by the Board, Association management agent for NVHOA, or a licensed professional security contractor working for NVHOA and under the supervision of the Board or its Management Company (“Authorized Agent”). The Authorized Agent will be required to sign an oath confirming he/she/they have read this policy and agree to abide by same. Video surveillance footage can also be viewed by the Board of Directors only upon majority agreement and only in response to an event which has offered including but not limited to vandalism, property damage, litigation evidence, criminal activity, insurance investigation and suspicious activity. Prior to viewing any video surveillance records, the Board of Directors must each individual sign an oath acknowledging they have read this policy and agree to abide by same. The Board of Directors may specifically designate a qualified licensed security practitioner to view captured video footage to provide an expert opinion to the Board on the recorded incident while under Board and or Management supervision.
2. **Access: Law Enforcement** – If access to video surveillance is required for the purpose of law enforcement investigation due to criminal activity or potential criminal activity, video surveillance will be reviewed by the Authorized Agent and pertinent footage related to the investigation shall be provided to the law enforcement officials unedited and without unnecessary delay.
3. **Access: Logging** – All instances of surveillance footage being viewed by the Authorized Agent, by the Board of Directors, or provided to law enforcement, shall be recorded in a log that includes the date and time the video footage was requested, by whom it was requested, purpose it was requested, who is archiving the video and where it will be stored, provide date and time of review, date and time stamp of subject video, a reasonable description of recorded surveillance footage reviewed, and reason for accessing the surveillance record. The written log shall be maintained by NVHOA for a period of 1 year after entry of information onto the log. Any review by the Board of Directors, but not the video itself, shall be entered into the monthly minutes of the Board of Directors meeting so that the review activity becomes part of the NVHOA record.
4. **Security / Storage** – Active Video records shall be stored in secured enclosures with restricted access by the NVHOA Management Company, NVHOA President, and Authorized Agent. No video shall be published to the Internet or streamed to mobile devices.

Newman Village Homeowners Association

**POLICY
VIDEO SURVEILLANCE CAMERA USE**

Revision 0

05/2018

Custody, Control, Retention and Disposal of Video Records

The NVHOA has no desire or intention to retain video recording except as required for investigation purposes referenced in this Policy. In normal operating conditions, video surveillance footage will automatically be erased or overwritten by the recording device when capacity of the device has been exhausted. It will be the general policy of the NVHOA to maintain only 14 days of video.

Specific records timely identified as possibly relevant for specific investigations, will be copied onto portable media such as CDROM/DVD and stored for as long as required based on the investigation type and need for said record. Records requiring retention will be copied and stored by the NVHOA's Management Company or Authorized Agent for storage and security by the NVHOA or law enforcement. A Chain of Custody log will be maintained for all videos retained for legal and or evidence purposes.

ACCOUNTABILITY

1. The NVHOA Board of Directors shall retain overall responsibility for implementing, enforcing, and monitoring the deployment, use and viewing of all video surveillance in compliance with this Policy.
2. The President of the Board of Directors and NVHOA Management Company shall convey this Policy and procedures herein to all members of the Board of Directors and the Authorized Agent to reasonably ensure their compliance with this Policy.
3. The Authorized Agent and NVHOA Management Company shall keep the Board of Directors apprised of any anticipated video surveillance review and storage activity deemed necessary.

IT IS FURTHER RESOLVED that this Policy replaces and supersedes in all respects all prior resolutions relating to the custody, control, retention, and disposal of video recordings in the Governing Documents, and is effective upon adoption hereto, and shall remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution and Policy was adopted by the Board of Directors at a meeting of same on MARCH 20TH, 2018, and has not been modified, rescinded, or revoked.

DATE: 3/20/2018

BOARD PRESIDENT: [Signature]

Denton County
Juli Luke
County Clerk

Instrument Number: 78782

ERecordings-RP

MISCELLANEOUS

Recorded On: July 06, 2018 10:50 AM

Number of Pages: 7

" Examined and Charged as Follows: "

Total Recording: \$50.00

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

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 78782
Receipt Number: 20180706000180
Recorded Date/Time: July 06, 2018 10:50 AM
User: Melissa K
Station: Station 40

Record and Return To:

eRx



STATE OF TEXAS
COUNTY OF DENTON

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

Juli Luke
County Clerk
Denton County, TX

**EIGHTH SUPPLEMENT TO THE DEDICATORY INSTRUMENT CERTIFICATE
FOR NEWMAN VILLAGE**

**STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DENTON §**

This **EIGHTH SUPPLEMENT TO THE DEDICATORY INSTRUMENT CERTIFICATE FOR NEWMAN VILLAGE** (hereinafter "Eighth Supplement") is made this 5th day of July, 2018, by the Newman Village Homeowners Association, Inc. (hereinafter "Association").

WITNESSETH

WHEREAS, Darling Frisco Partners, Ltd. ("Declarant") prepared and recorded an instrument entitled "Fist Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village" on or about September 11, 2008, as Document No. 2008-99716 of the Real Property Records of Denton County, Texas, as amended and supplemented (the "Declaration"); and

WHEREAS, the Association is the property owners' association crated to manage or regulate the planned development covered by the Declaration, which development is more particularly described in the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, on or about November 12, 2008, the Association filed a Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document No. 2008-121275 of the Real Property Records of Denton County, Texas (the "Notice"); and

WHEREAS, on or about March 1, 2012, the Association filed a First Supplement to the Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document No. 2012-20766 of the Real Property Records of Denton County, Texas (the "First Supplement"); and

WHEREAS, on or about July 10, 2012, the Association filed a Second Supplement to the Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document No. 2012-73953 of the Real Property Records of Denton County, Texas (the "Second Supplement"); and

WHEREAS, on or about April 29, 2015, the Association filed a Third Supplement to the Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document

No. 2015-44420 of the Real Property Records of Denton County, Texas (the “Third Supplement”); and

WHEREAS, on or about December 14, 2015, the Association filed a Fourth Supplement to the Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document No. 2015-142806 of the Real Property Records of Denton County, Texas (the “Fourth Supplement”); and

WHEREAS, on or about July 19, 2016, the Association filed a Fifth Supplement to the Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document No. 86355 of the Real Property Records of Denton County, Texas (the “Fifth Supplement”); and

WHEREAS, on July 17, 2017, the Association filed a Sixth Supplement to the Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document No. 85946 in the Real Property Records of Denton County, Texas (the “Sixth Supplement”); and

WHEREAS, on July 17, 2017, the Association filed a First Amendment to the First Supplement to the Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document No. 85967 in the Real Property Records of Denton County, Texas (the “First Amendment to First Supplement”); and

WHEREAS, on October 20, 2017, the Association filed a Second Amendment to the First Supplement to the Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document No. 130101 in the Real Property Records of Denton County, Texas (the “Second Amendment to First Supplement”); and

WHEREAS, on May 24, 2018, the Association filed a Seventh Supplement to the Dedicatory Instrument Certificate for Newman Village Homeowners Association as Document No. 59035 in the Real Property Records of Denton County, Texas (the “Seventh Supplement”); and

WHEREAS, the Association desires to Supplement the Notice by recording the attached dedicatory instruments in the Real Property Records of Denton County, Texas, pursuant to and in accordance with, Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instruments attached hereto as **Exhibit “A”** is a true and correct copies of the original and is hereby filed of record in the real property records of Denton County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Eighth Supplement to Notice to be executed by its duly authorized agent as of the date first above written.

**NEWMAN VILLAGE HOMEOWNERS ASSOCIATION,
INC.**

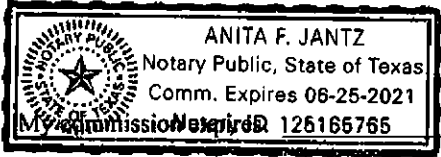
a Texas non-profit corporation

By: [Signature]
Name: ZACH SCHNEIDER
Title: PRESIDENT

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF DENTON §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 5 DAY OF July, 2018.



[Signature]
Notary Public in and for the State of Texas

AFTER RECORDING, RETURN TO:
Daniel E. Pellar
The Pellar Law Firm, PLLC
2591 Dallas Parkway, Suite 300
Frisco, Texas 75034

DEDICATORY INSTRUMENTS

EXHIBIT A

**Newman Village Homeowners Association, Inc. Golf Cart & Motorized Vehicle Guidelines
(Ver. 6/18)**

THE NEWMAN VILLAGE HOMEOWNERS ASSOCIATION, INC.

GOLF CART & MOTORIZED VEHICLE GUIDELINES

WHEREAS, the Board of Directors (“Board”) of The Newman Village Homeowners Association, Inc. (“Association”), has determined it is in the best interest of the Association to establish general guidelines for use of golf carts or motorized vehicles (other than licensed automobiles or motor vehicles licensed by the State of Texas for operation on public highways) on the Association owned Common Elements (hereinafter “Guidelines”); and

NOW, THEREFORE, IT IS RESOLVED by the Board, in accordance with its power and authority established in Section 4.05 of the First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Newman Village, that the following Guidelines are hereby established.

- Golf carts or motorized vehicles subject to these Guidelines may only be operated on Common Element streets within the Property and shall not be permitted on, over or through other Common Elements, including by way of example, sidewalks or parks.
- The Owner or operator of a golf cart or motorized vehicle subject to these Guidelines is solely responsible for the safe operation and use of the vehicle and safety of others in connection with such use on the Common Elements.
- The Owner or operator is otherwise responsible for compliance with all licensing and operational requirements imposed by the State of Texas or applicable local government for operation of this type of vehicle on a public roadway, which shall be the applicable standard and consideration adopted by the Association for permitting Owners to utilize these types of vehicles on its Common Element streets.

THE ASSOCIATION IS NOT AN INSURER AND, BY ADOPTING THESE GUIDELINES, THE ASSOCIATION’S SOLE PURPOSE IS TO RECOGNIZE THE GROWING POPULARITY OF THIS TYPE OF VEHICLE IN THE COMMUNITY AND ESTABLISH GENERAL RULES FOR PERMITTING USE OF ITS COMMON ELEMENTS. THE ASSOCIATION DOES NOT ASSUME ANY RESPONSIBILITY FOR THE SAFETY OR OPERATIONAL PRACTICES OF THE OWNER OR MEMBER DECIDING TO UTILIZE THIS TYPE OF VEHICLE OR THE SAFETY OF OTHERS DUE TO SUCH OPERATION BY THE OWNER. THE ASSOCIATION, THE BOARD, MANAGEMENT, EMPLOYEES AND AGENTS DO NOT WARRANT OR REPRESENT THE SUITABILITY OF THIS TYPE OF VEHICLE FOR OPERATION ON COMMON ELEMENT STREETS, AND ASSUMES NO DUTY TO POLICE OR ENSURE THE SAFE OPERATION OF THE VEHICLE OR SAFETY OF ANY THIRD-PARTY RELATED TO THIS USE, IT BEING UNDERSTOOD THAT THE OWNERS AND OPERATORS OF VEHICLES SUBJECT TO THESE GUIDELINES ARE SOLELY

RESPONSIBLE FOR THE SAFE OPERATION AND USE OF THESE VEHICLES AND COMPLIANCE WITH THE ALL STATE AND LOCAL REGULATIONS OR LAWS REFERENCED HEREIN.

This is to certify that the foregoing resolution was adopted by the Board of Directors of the Newman Village Homeowners Association, Inc., at a meeting of same on JUNE 19TH, 2015, and has not been modified, rescinded or revoked.

DATE: JUNE 27TH, 2015


Signature



VG-31-2019-81416

**Denton County
Juli Luke
County Clerk**

Instrument Number: 81416

Real Property Recordings
AMENDMENT

Recorded On: July 09, 2019 01:43 PM

Number of Pages: 7

" Examined and Charged as Follows: "

Total Recording: \$50.00

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

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 81416
Receipt Number: 20190709000441
Recorded Date/Time: July 09, 2019 01:43 PM
User: Katherine S
Station: Station 38

Record and Return To:

DARLING FRISCO PARTNERS, LTD.
2500 LEGACY DRIVE, SUITE #100

FRISCO TX 75034



STATE OF TEXAS
COUNTY OF DENTON

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

Juli Luke
County Clerk
Denton County, TX

**SEVENTH AMENDMENT
TO
FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR NEWMAN VILLAGE**

THIS SEVENTH AMENDMENT TO FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NEWMAN VILLAGE (this "Amendment") is executed to be effective as of the 9th day of 2019 July, 2019 by DARLING FRISCO PARTNERS, LTD., a Texas limited partnership ("Declarant").

RECITALS:

A. Declarant is the "Declarant" under that certain First Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Newman Village (as amended and supplemented, the "Declaration") executed by Declarant, dated effective June 28, 2006, recorded in the Real Property Records of Denton County, Texas on September 11, 2008, as Document No. 2008-99716, as amended by that certain First Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective May 7, 2009, recorded in the Real Property Records of Denton County, Texas on May 12, 2009, as Document No. 2009-56738, as amended by that certain Second Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective July 22, 2010, recorded in the Real Property Records of Denton County, Texas on July 23, 2010, as Document No. 2010-71852, as amended by that certain Third Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Newman Village Homeowners Association, dated effective August 29, 2012, recorded in the Real Property Records of Denton County, Texas on October 5, 2012, as Document No. 2012-113365, as amended by that certain Fourth Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective September 17, 2014, recorded in the Real Property Records of Denton County, Texas on September 19, 2014, as Document No. 2014-95696, as amended by that certain Fourth [sic] Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village dated December 10, 2015, recorded in the Real Property Records of Denton County, Texas on December 14, 2015, as Document No. 2015-142766, as amended by that certain Sixth Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village dated January 23, 2017, recorded in the Real Property Records of Denton County, Texas on January 23, 2017, as Document No. 2017-8248, as affected by that certain First Supplement to First Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Newman Village, executed by Declarant, dated effective February 13, 2009, recorded in the Real Property Records of Denton County, Texas on February 17, 2009, as Document No. 2009-18412, as affected by that certain Second Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective February 15, 2013, recorded in the Real Property Records of Denton County, Texas on February 15, 2013, as Document No. 2013-18945, as affected by that certain Third Supplement to First Amended And Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective November 4, 2014,

recorded in the Real Property Records of Denton County, Texas on November 7, 2014, as Document No. 2014-113648, as affected by that certain Fourth Supplement to First Amended And Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, dated effective September 9, 2015, recorded in the Real Property Records of Denton County, Texas on September 19, 2015, as Document No. 2015-105890, and as affected by that certain Fifth Supplement to First Amended And Restated Declaration of Covenants, Conditions and Restrictions for Newman Village, executed by Declarant, Newman Village Construction, LLC, and Newman Village Homeowners Association, dated effective October 31, 2018, recorded in the Real Property Records of Denton County, Texas on November 9, 2018, as Document No. 2018-132514. The Declaration amended, superseded, replaced and restated that certain "Declaration of Covenants, Conditions and Restrictions for Newman Village" dated June 28, 2006 recorded as Document No. 2006-79420 in the Real Property Records of Denton County, Texas, as corrected by that certain "Corrective Amendment of Declaration of Covenants, Conditions and Restrictions for Newman Village," dated to be effective June 28, 2006, recorded as Document No. 2007-36288 in the Real Property Records of Denton County, Texas, in their entirety.

B. Section 9.02(a) of the Declaration provides that Declarant, acting alone and whether or not it has voting control of the Association, has the right during the Declarant Control Period, to amend the Declaration.

C. The Declarant Control Period is still in effect under the Declaration.

D. Declarant desires to amend the Declaration as hereinafter set forth.

NOW, THEREFORE, pursuant to the rights and powers granted to Declarant in the Declaration, Declarant hereby declares as follows:

1. The Recitals set forth above are incorporated into this Amendment by reference and form a part of this Amendment.

2. Capitalized terms herein shall have the same meanings as set forth for such terms in the Declaration, unless otherwise amended or defined herein.

3. Section 4.08 of the Declaration is hereby amended by adding the following as a new subsection (d) thereunder:

"(d) In addition to, and not in limitation of, the power and authority of the Association as set forth elsewhere in this Declaration, the Association, acting through the Board of Directors pursuant to a majority vote of the Board of Directors, shall have the power and authority (but not the obligation) from time to time:

(i) To change the designation of any real property within the Property that is (1) a Common Element and (2) owned by the Association, from a Common Element to a non-Common Element (each such converted real property being referred to herein as a "Converted Property"), whereupon such Converted Property will no longer be deemed a Common Element and shall be considered a Lot as

defined in Section 1.17 of the Declaration; provided however, (x) the Converted Property must not contain any Improvements (other than trees, landscaping, walls, fencing and/or other items similar to the foregoing) thereon at the time its designation is changed from a Common Element to a non-Common Element and (y) without limitation of any of the foregoing, no real property owned by the Association that contains any clubhouse, amenity center, pavilions, gazebos, picnic areas, pools, parks, playgrounds, sports courts, hiking and biking trails, monuments, entry features, sculptures and/or private roads shall be designated as a Converted Property; and

(ii) To grant and convey to any Person fee title to the Converted Property, and in such case, the grantee of the Converted Property shall use such Converted Property as a Lot and in compliance with this Declaration, the Guidelines, the Association Rules, the Newman Village Architectural Control Committee Rules, any and all other rules, restrictions, regulations, guidelines and requirements promulgated from time to time pursuant to this Declaration and/or by the Declarant, the Association, the New Construction Committee or the Modifications Committee, and any and all applicable governmental requirements."

4. Section 8.01 of the Declaration is hereby amended by adding the following sentence to the end of such Section 8.01:

"Further, Declarant reserves the right, and all Owners and the Association agree to cooperate, to grant, dedicate, reserve or otherwise create, at any time or from time to time, easements in favor of Declarant and/or the Association, and its respective successors, assigns, contractors, subcontractors, invitees, agents, employees and representatives, over, upon, across, under and through any Lot or any portion of the Property as is necessary or efficient to access and install, service, repair, maintain, replace, use, operate and/or remove utilities meters, boxes, controllers and other similar devices that serve, benefit, relate to, or are a part of, any Common Elements."

5. The Declaration, as amended by this Amendment, remains and continues in full force and effect. In the event of any conflict between the terms of this Amendment and the terms of the Declaration, the terms of this Amendment shall control.

6. This Amendment may be executed simultaneously in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

APPROVAL BY HOMESTEAD DECLARANT

The undersigned, as the Homestead Declarant (as defined in the Fifth Supplement to the Declaration), hereby joins in the execution of this Amendment to evidence its approval of this Amendment.

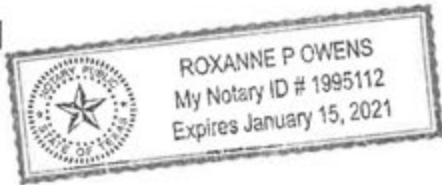
NEWMAN VILLAGE CONSTRUCTION, LLC,
a Texas limited liability company

By: Jim R Newman GM
Name: Jim R Newman
Title: General Manager

STATE OF TEXAS §
 §
COUNTY OF Gallin §

This instrument was acknowledged before me on the 9 day of July, 2019, by Jim R Newman, General Manager of Newman Village Construction, LLC, a Texas limited liability company, on behalf of said limited liability company.

[Seal]



Roxanne P Owens
Notary Public, State of Texas

My Commission expires:
1/15/2021

UPON RECORDING, RETURN TO:
Darling Frisco Partners, Ltd.
2500 Legacy Drive, Suite #100
Frisco, TX 75034
Attn: Elizabeth Davidson

Denton County
Juli Luke
County Clerk

Instrument Number: 130962

ERecordings-RP

MEMORANDUM

Recorded On: July 20, 2021 02:56 PM

Number of Pages: 7

" Examined and Charged as Follows: "

Total Recording: \$50.00

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

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 130962
Receipt Number: 20210720000946
Recorded Date/Time: July 20, 2021 02:56 PM
User: Terri B
Station: Station 20

Record and Return To:

Simplifile



STATE OF TEXAS
COUNTY OF DENTON

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

Juli Luke
County Clerk
Denton County, TX

AFTER RECORDING, PLEASE RETURN TO:

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

**CERTIFICATE AND MEMORANDUM
OF RECORDING OF DEDICATORY INSTRUMENTS FOR
NEWMAN VILLAGE HOMEOWNERS ASSOCIATION**

STATE OF TEXAS §
 §
COUNTY OF DENTON §

The undersigned, as attorney for Newman Village Homeowners Association, for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instrument affecting those individuals whose property is subject to the restrictive covenants recorded as Instrument No. 2006-79420 in the Official Public Records of Denton County, Texas, as supplemented or amended (collectively, the “Declaration”), hereby states that the dedicatory instrument attached hereto is a true and correct copy of the following:

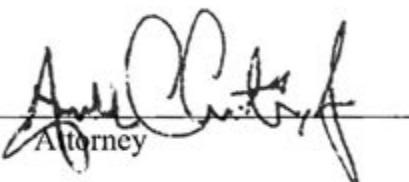
- ***Newman Village HOA Investment Policy – July 7, 2021*** (Exhibit A).

All persons or entities holding an interest in and to any portion of property encumbered by the Declaration are subject to the foregoing dedicatory instrument until amended by the Board of Directors of the Newman Village Homeowners Association.

IN WITNESS WHEREOF, the Newman Village Homeowners Association has caused this Certificate and Memorandum of Recording of Dedicatory Instruments to be filed in the Official Public Records of Denton County, Texas, and serves to supplement those certain dedicatory instruments recorded in the Official Public Records of Denton County, Texas, to wit: (i) as Instrument No. No. 2008-121275; (ii) as Instrument No. No. 2012-20766; (iii) as Instrument

No. 2012-73953; (iv) as Instrument No. 2015-44420; (v) as Instrument No. 2015-142806; (vi) as Instrument No. 2016-86355; (vii) as Instrument No. 2017-85967; (viii) as Instrument No. 2017-130101; (ix) as Instrument No. 2018-41211; (x) as Instrument No. 2018-59035; (xi) as Instrument No. 2018-59035; (xii) as Instrument No. 2018-78782; (xiii) as Instrument No. 2021-33409; and (xiv) as Instrument No. 2021-33438.

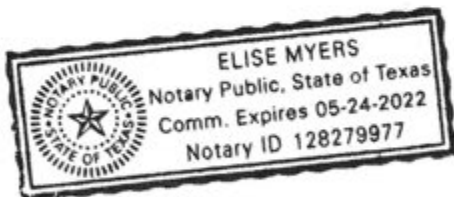
**NEWMAN VILLAGE HOMEOWNERS
ASSOCIATION**

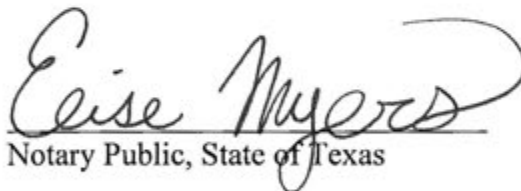
By: 
Its: Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

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

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 20th day of July, 2021.




Notary Public, State of Texas



**Newman Village HOA
INVESTMENT POLICY
July 7, 2021**

PURPOSE: The purpose of this Investment Policy is to clearly define investment objectives and procedures for cash funds belonging to the Newman Village HOA (“NV HOA”).

DEFINITIONS: There are two groupings of cash funds that will be addressed in this Policy statement -- General Operating Cash and Reserve & Replacement Fund (“R&R Funds”).

“General Operating Cash” shall mean and refer to liquid cash and cash equivalent funds used to cover the day-to-day operations and maintenance of the NV HOA. These funds are operating cash and short-term non-restricted investments.

“Reserve & Replacement Funds” or “R&R Funds” shall mean and refer to longer-term funds set aside for capital repairs and replacements and major maintenance. These funds are restricted investments and can only be used for the stated purposes of the Reserve & Replacement Fund.

INVESTMENT OBJECTIVES:

The primary objective is to maximize safety of principal with a secondary objective of seeking to provide an appropriate income stream and capital appreciation. The NV HOA will manage its cash and investment funds to maintain a low-to-moderate risk profile. The longer-term R&R Funds should be managed and invested with a goal of achieving a targeted range of return, net of fees, of the annual Consumer Price Index (“CPI”) to 300 basis points above CPI to keep the purchasing power of these funds above the inflation rate. For example, CPI in 2020 was approximately 1.4%. If this Policy was in place in 2020, the NV HOA’s targeted rate of return, net of fees, on R&R Funds would have been 1.4% to 4.4%.

To meet these objectives, the Board and the Finance Committee shall organize and maintain a Cash Management and Investment Program for the NV HOA General Operating Cash and R&R Funds. This Program will attempt to ensure the safety of the principal while striving to maximize the return on the funds, consistent with the appropriate level of risk and subject to maintaining adequate liquidity for the NV HOA.

The Cash Management and Investment Policy shall be designed at all times to provide reasonable assurance that investment in a single security or class of securities is limited to certain parameters to manage and minimize an adverse impact on the NV HOA. For example, Operating Cash should consider the financial condition and soundness of financial institutions holding the accounts and FDIC insured amounts (currently \$250,000) in a financial institution. However, the amount of balances in financially sound financial institutions do not need to be limited to the \$250,000 FDIC limits, so that the NV HOA and Management Company can negotiate and achieve higher returns on these operating cash balances. The numerous operating accounts being used by the NV HOA upon Transition should be consolidated into one or two accounts with strong, stable financial institutions to enhance returns on these operating funds.

INVESTMENT GUIDELINES:

General Operating Cash:

In regard to the General Operating Cash, the goal will be to protect the principal and maintain liquidity so that the NV HOA can meet its ongoing operating expenditures while maximizing the earning potential of the Fund balances as follows:

- A. The operating cash account should maintain a minimum balance of approximately two months' operating expenses in an on-demand account which provides complete liquidity for the payment of operating expenses. This account may be interest-earning or non-interest earning.
- B. An incremental balance of approximately one to two months of anticipated operating expenses, based on the most current NV HOA budget, should be maintained in a type of account that charges little or no penalty for withdrawal and pays interest. An example of this type of account includes, but is not limited to, a money market account invested 100% in US treasury government securities, a laddered series of short-term CDs, or money market or very short-term mutual funds or Exchange Traded Funds (ETFs) to allow for sufficient liquidity at monthly or other intervals to cover anticipated operating expenditures, as needed.
- C. The General Operating Cash that exceeds the total requirements of A and B should be invested in instruments with similar characteristics, but slightly higher yields, that could be liquidated and transferred to the R&R Fund without penalty. These might include short-term, income-oriented ETFs and mutual funds. Operating Cash balances over three months of budgeted operating expenses at the end of May and November should be viewed as Excess Operating Cash and considered by the BOD and Finance Committee for transfer to the R&R Fund. For example, in 2021, targeted Operating Cash balances at May and November would be approximately \$275,000. If May 2021 Operating Cash Balances were \$325,000, there would be \$50,000 in Excess Operating Cash that could be considered for transfer to the R&R Funds.
- D. The operating cash should be consolidated into fewer accounts to more easily and effectively manage the cash and improve the interest earnings on these funds.

Reserve & Replacement Funds:

In regard to the R&R Funds, the goal will be to maintain adequate short term (approximately six months to one year) liquidity while earning higher returns on balances needed for requirements beyond one year, while keeping safety of principal as a high priority. This may be achieved by utilizing investment vehicles which are less liquid, such as Certificates of Deposit (CDs), US Treasury Bonds or Notes, Tax-Exempt Bonds or Bond Funds, Common Public Equities, ETFs, Mutual Funds, Balanced Funds, Closed-End Funds (CEFs), Investment Grade Corporate Bonds, Master Limited Partnerships (MLPs), and Preferred Shares. The R&R Funds should be diversified so that a single security, class of securities, or industry will not have an excessive adverse impact on the Funds. An individual security or fund should not exceed 10% of the total portfolio.

- E. A minimum balance of six months of anticipated R&R Fund expenditures, based on the current version of the Reserve Study, but not less than \$100,000, should be maintained in a type of account or financial deposit or instrument, which has daily liquidity that charges little or no penalty for withdrawal and pays interest. An example of this type of account includes, but is not limited to, a money market account invested in US government treasury securities.
- F. An amount equal to the remainder of the Reserve Funds should be invested in investment instruments with reasonable diversity but that considers the longer-term nature of the R&R Funds, considering future estimated expenditures from recent Reserve Studies.
- G. Diversified investments might include—Mutual Funds, ETFs, Common Public Company Equities, US Treasury Bonds/Notes, Investment Grade Corporate Bonds, Preferred Shares, Tax-Exempt Municipal Bonds, MLPs, Balanced Funds, Closed-End Funds (CEFs), Unit Investment Trusts, and other financial instruments recommended by the NV HOAs Financial Advisors and approved by the Finance Committee and/or the BOD. Bank Certificate of Deposit Programs, such as CDARS, are also permissible.
- H. The R&R Funds should be invested with a reasonable balance between Fixed Income/Income Oriented Investments and Equity Investments. Fixed Income/Income Oriented Investments should not exceed 75% of the R&R Funds Portfolio. Equity type investments should be limited to 60% of the total portfolio with regular evaluation and rebalancing.
- I. Funds should have maturities or durations that consider the estimated expenditures in the most recent Reserve Study.
- J. Given the current tax status of the HOA, which pays taxes on investment earnings, the investments deployed should consider tax efficiencies. For example, tax-exempt investments might be used and ETFs might be preferable over mutual funds to avoid year-end capital gain distributions.
- K. All investment returns remain in the R&R Funds and are not available for Operating purposes. This includes interest, dividends, capital gains, and capital losses.

INVESTMENT RESTRICTIONS IN ADDITION TO THE ABOVE:

- L. All funds will be invested at all times in strict compliance with Association Covenants, Conditions and Restrictions and Bylaws.
- M. All investments will be denominated in U.S. currency (dollars).
- N. Investments in Structured Noters and other derivative/structured instruments are prohibited.
- O. No investments may be purchased on margin or leverage.
- P. No transactions in short sales will be made.
- Q. Transactions in financial future, forward contracts, puts, and options are prohibited.
- R. It is expected that individual equities securities would be a limited component of the portfolio, and no individual common equity would exceed 3 % of the total R&R Funds.
- S. No derivative securities, hedge funds, foreign currency hedges, interest rate swaps, or commodity investments will be used and are considered prohibited.

- T. No securities traded only in foreign markets shall be included in the portfolio.
- U. Collateralized Mortgage Obligations (“CMOs”), Collateralized Debt Obligations (“CDOs”), and Collateralized Loan Obligations (“CLOs”) will not be used.

FUND MANAGEMENT AND OVERSIGHT:

- A. The Finance Committee will guide the investments of the NV HOA in accordance with this Policy and report to the Board of Directors.
- B. The Finance Committee will identify a Financial Advisor with expertise in advising HOAs and not-for-profit organizations. The Committee will seek regular, and at least quarterly, advice and recommendations from the Financial Advisor.
- C. The Finance Committee will interview and recommend a Financial Advisor to the Board for their approval. At least yearly, the Finance Committee will discuss and evaluate the ongoing performance and HOA relationship with the Financial Advisor.
- D. Any deviations from this policy will require review and recommendation of the Finance Committee and approval by a majority of the Board of Directors. Due to market fluctuations, the Portfolio is allowed to deviate outside the Policy guidelines for up to 90 days.
- E. The performance of the investment portfolio will be monitored at least quarterly by Finance Committee and reported to the Board of Directors. This monitor and review may include, but is not limited to:
 - 1) Current asset mix and compliance with this Policy Statement,
 - 2) Discussion of current economic outlook and investment plans,
 - 3) Evaluation of performance relative to market averages and stated targets in the Investment Policy.
 - 4) This Policy and any recommended changes thereto.
- F. The Finance Committee will recommend and the Board of Directors will approve the Investment Policy and changes thereto and the third-party Financial Advisor.
- G. The Finance Committee will evaluate and negotiate reasonable, market-based fees for the Financial Advisors services.
- H. Although investment performance will be reviewed on a regular basis, a fair market cycle of 3 to 5 years will be used to evaluate whether targeted investment objectives have been achieved.
- I. All investment decisions are made in accordance with this Policy and with sound business judgment (the “Prudent Person Rule”).

**OTHER
PERTINENT
INFORMATION**

Denton County
Juli Luke
County Clerk

Instrument Number: 117941

ERecordings-RP
WARRANTY DEED

Recorded On: September 21, 2016 02:02 PM

Number of Pages: 6

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

Total Recording: 46.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 117941
Receipt Number: 20160921000209
Recorded Date/Time: September 21, 2016 02:02 PM
User:
Station: Station 24

Record and Return To:



STATE OF TEXAS
COUNTY OF DENTON

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

Juli Luke
County Clerk
Denton County, TX

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

SPECIAL WARRANTY DEED

STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF DENTON §

THAT DARLING FRISCO PARTNERS, LTD., a Texas limited partnership ("**Grantor**"), for good and valuable consideration received by Grantor from NEWMAN VILLAGE HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation ("**Grantee**"), whose current address is 2500 Legacy Drive, Suite 100, Frisco, Texas 75034, the receipt and sufficiency whereof is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL AND CONVEY unto Grantee, all of the real property in Denton County, Texas, which is more particularly described in **Exhibit A** attached hereto and made a part hereof for all purposes, together with all improvements and fixtures thereon and all rights and appurtenances pertaining thereto (herein collectively referred to as the "**Property**");

SUBJECT, HOWEVER, TO (i) all matters of record in the Real Property Records of Denton County, Texas affecting all or any of the Property, and (ii) any and all visible and apparent easements or encumbrances (such matters referred to in subclauses (i) and (ii) of this paragraph being herein collectively referred to as the "**Permitted Exceptions**");

SUBJECT, FURTHER, TO taxes and assessments by any taxing authority for the year 2016 and subsequent years and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, and, by acceptance of this Deed, Grantee assumes the obligation for payment of all such taxes and assessments; and

TO HAVE AND TO HOLD the Property, subject to the aforesaid Permitted Exceptions, taxes and assessments (collectively, the "**Encumbrances**"), unto Grantee, Grantee's successors and assigns, forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Encumbrances, unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

GRANTOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW WITH RESPECT TO ANY MATTER CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE FOLLOWING: (i) TITLE (OTHER THAN THE SPECIAL WARRANTY OF TITLE SET FORTH IN THIS DEED), (ii) HABITABILITY, MERCHANTABILITY OR SUITABILITY OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE OR USE, (iii) THE

NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, WATER, DRAINAGE AND GRADING, SOIL AND GEOLOGY, ZONING, LOCATION OF CEMETERIES, UTILITY AVAILABILITY OR HOOK-UP, EASEMENT RIGHTS, FLOOD PLAINS (OR PORTIONS OF THE PROPERTY IN A FLOOD PLAIN) AND THE COSTS AND REQUIREMENTS OF SAME, ACCESS TO STREETS, COSTS OF UTILITIES, LOCATION OF CURB CUTS IN STREETS, SEWAGE FACILITIES (INCLUDING, WITHOUT LIMITATION, AVAILABILITY OR NONAVAILABILITY OF APPROPRIATE WATER AND SEWER CAPACITY) OR OTHER GOVERNMENTAL RIGHTS OR OBLIGATIONS, (iv) COMPLETENESS, ACCURACY OR APPROVAL OF PERMITS, SURVEYS, PLATS, PRELIMINARY PLATS, POLLUTION ABATEMENT PLANS, SUBDIVISION PLANS OR REPORTS CONCERNING THE PROPERTY, (v) TAX CONSEQUENCES, (vi) COMPLIANCE OF ALL OR ANY PART OF THE PROPERTY WITH APPLICABLE ENVIRONMENTAL LAWS, RULES OR REGULATIONS WITH RESPECT TO HEALTH, THE ENVIRONMENT, ENDANGERED SPECIES AND WETLANDS (COLLECTIVELY, "ENVIRONMENTAL LAWS") INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, AS AMENDED, THE ENDANGERED SPECIES ACT (16 U.S.C. §1531, ET SEQ.), AS AMENDED, THE TEXAS WATER CODE, AS AMENDED, THE TEXAS NATURAL RESOURCE CODE, AS AMENDED, AND THE TEXAS SOLID WASTE DISPOSAL ACT, AS AMENDED, (vii) THE EXISTENCE OF ASBESTOS, OIL, ARSENIC, PETROLEUM OR CHEMICAL LIQUIDS OR SOLIDS, LIQUID OR GASEOUS PRODUCTS OR HAZARDOUS SUBSTANCES AS THOSE TERMS AND SIMILAR TERMS ARE DEFINED OR USED IN APPLICABLE ENVIRONMENTAL LAWS, (viii) NATURE AND EXTENT OF RIGHTS-OF-WAY, LEASES, ENCUMBRANCES, LICENSES, RESERVATIONS, CONDITIONS OR OTHER SIMILAR MATTERS, (ix) COMPLIANCE WITH ANY LAW, ORDINANCE OR REGULATION OF ANY GOVERNMENTAL ENTITY OR BODY, OR (x) PROPERTY OWNER CLAIMS OR CLAIMS, DEMANDS, OR OTHER MATTERS BY, AGAINST OR WITH RESPECT TO ANY PROPERTY OWNERS ASSOCIATION OR RELATING TO ANY RESTRICTIVE COVENANTS ENCUMBERING THE PROPERTY. CONVEYANCE OF THE PROPERTY IS MADE ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS, AND THE WARRANTIES AND COVENANTS SET FORTH IN SECTION 5.023 OF THE TEXAS PROPERTY CODE DO NOT APPLY TO THIS CONVEYANCE. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS HAD THE FULL, COMPLETE AND UNFETTERED RIGHT TO INSPECT THE PROPERTY TO GRANTEE'S SATISFACTION AND THAT THIS CONVEYANCE WOULD NOT BE MADE ABSENT THE GRANTEE'S ACCEPTANCE OF THE PROPERTY WITHOUT WARRANTY OR REPRESENTATION OTHER THAN THE SPECIAL WARRANTY OF TITLE SET FORTH IN THIS DEED. BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT GRANTEE HAS RELIED ONLY UPON GRANTEE'S OWN INSPECTIONS AS TO THE CONDITION OF THE PROPERTY, OR ITS OWN DECISION NOT TO INSPECT ANY MATTER.

GRANTEE AND ANYONE CLAIMING BY, THROUGH OR UNDER GRANTEE, HEREBY FULLY RELEASES GRANTOR, GRANTOR'S PARTNERS, EMPLOYEES, OFFICERS, DIRECTORS, MANAGERS, REPRESENTATIVES, ATTORNEYS AND AGENTS

FROM ANY AND ALL CLAIMS AGAINST ANY OF THEM FOR ANY COST, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY CONSTRUCTION DEFECTS, ERRORS, OMISSIONS OR OTHER CONDITIONS WHATSOEVER AFFECTING THE PROPERTY, INCLUDING, BUT NOT LIMITED TO CLAUSES (i) THROUGH (x) SET FORTH IN THE PARAGRAPH ABOVE. THIS COVENANT RELEASING GRANTOR SHALL BE A COVENANT RUNNING WITH THE PROPERTY.

BY ACCEPTANCE OF THIS DEED, GRANTEE HEREBY AGREES TO ALL THE DISCLAIMERS, RELEASES, EXCEPTIONS AND OTHER PROVISIONS OF THIS DEED AND ACCEPTS THE MAINTENANCE, OWNERSHIP AND CARE OF THE PROPERTY PURSUANT TO THE TERMS OF THAT CERTAIN FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NEWMAN VILLAGE EXECUTED BY GRANTOR AS "DECLARANT," DATED EFFECTIVE JUNE 28, 2006, RECORDED AS DOCUMENT NO. 2008-99716 IN THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, AS THE SAME MAY BE AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME.

EXECUTED TO BE EFFECTIVE as of the 19 day of September, 2016, notwithstanding the actual date of execution by the undersigned.

[Signature Page Immediately Follows]

EXHIBIT A

(PROPERTY DESCRIPTION)

Lot HOA7AA, in Block AA; Lots HOA29K, HOA37K, HOA38K, in Block K; Lot HOA34L, in Block L; Lot HOA15V, in Block V; Lot HOA1X, in Block X; and Lot 1, in Block P, of Newman Village, Phase 3, an addition to the City of Frisco, Denton County, Texas, according to the Map or Plat thereof recorded in/under Clerk No. 2015-381, Map/Plat Records, Denton County, Texas, together with Certificate of Correction of Plat dated 11/23/2015, filed 11/25/2015, recorded in Clerk's File No. 2015-135823, Real Property Records, Denton County, Texas.

Denton County
Juli Luke
County Clerk

Instrument Number: 153357

ERecordings-RP
WARRANTY DEED

Recorded On: December 06, 2016 01:38 PM

Number of Pages: 6

" Examined and Charged as Follows: "

Total Recording: \$46.00

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

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 153357
Receipt Number: 20161206000339
Recorded Date/Time: December 06, 2016 01:38 PM
User: Samantha C
Station: Station 2

Record and Return To:



STATE OF TEXAS
COUNTY OF DENTON

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

Juli Luke
County Clerk
Denton County, TX

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

SPECIAL WARRANTY DEED

STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF DENTON §

THAT DARLING FRISCO PARTNERS, LTD., a Texas limited partnership ("**Grantor**"), for good and valuable consideration received by Grantor from NEWMAN VILLAGE HOMEOWNERS ASSOCIATION, INC., a Texas property owners' association ("**Grantee**"), whose current address is 2500 Legacy Drive, Suite 100, Frisco, Texas 75034, the receipt and sufficiency whereof is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL AND CONVEY unto Grantee, all of the real property in Denton County, Texas, which is more particularly described in **Exhibit A** attached hereto and made a part hereof for all purposes, together with all improvements and fixtures thereon and all rights and appurtenances pertaining thereto (herein collectively referred to as the "**Property**");

SUBJECT, HOWEVER, TO (i) all matters of record in the Real Property Records of Denton County, Texas affecting all or any of the Property, and (ii) any and all visible and apparent easements or encumbrances (such matters referred to in subclauses (i) and (ii) of this paragraph being herein collectively referred to as the "**Permitted Exceptions**");

SUBJECT, FURTHER, TO taxes and assessments by any taxing authority for the year 2017 and subsequent years and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, and, by acceptance of this Deed, Grantee assumes the obligation for payment of all such taxes and assessments; and

TO HAVE AND TO HOLD the Property, subject to the aforesaid Permitted Exceptions, taxes and assessments (collectively, the "**Encumbrances**"), unto Grantee, Grantee's successors and assigns, forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Encumbrances, unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

GRANTOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW WITH RESPECT TO ANY MATTER CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE FOLLOWING: (i) TITLE (OTHER THAN THE SPECIAL WARRANTY OF TITLE SET FORTH IN THIS DEED), (ii) HABITABILITY, MERCHANTABILITY OR SUITABILITY OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE OR USE, (iii) THE

NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, WATER, DRAINAGE AND GRADING, SOIL AND GEOLOGY, ZONING, LOCATION OF CEMETERIES, UTILITY AVAILABILITY OR HOOK-UP, EASEMENT RIGHTS, FLOOD PLAINS (OR PORTIONS OF THE PROPERTY IN A FLOOD PLAIN) AND THE COSTS AND REQUIREMENTS OF SAME, ACCESS TO STREETS, COSTS OF UTILITIES, LOCATION OF CURB CUTS IN STREETS, SEWAGE FACILITIES (INCLUDING, WITHOUT LIMITATION, AVAILABILITY OR NONAVAILABILITY OF APPROPRIATE WATER AND SEWER CAPACITY) OR OTHER GOVERNMENTAL RIGHTS OR OBLIGATIONS, (iv) COMPLETENESS, ACCURACY OR APPROVAL OF PERMITS, SURVEYS, PLATS, PRELIMINARY PLATS, POLLUTION ABATEMENT PLANS, SUBDIVISION PLANS OR REPORTS CONCERNING THE PROPERTY, (v) TAX CONSEQUENCES, (vi) COMPLIANCE OF ALL OR ANY PART OF THE PROPERTY WITH APPLICABLE ENVIRONMENTAL LAWS, RULES OR REGULATIONS WITH RESPECT TO HEALTH, THE ENVIRONMENT, ENDANGERED SPECIES AND WETLANDS (COLLECTIVELY, "**ENVIRONMENTAL LAWS**") INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, AS AMENDED, THE ENDANGERED SPECIES ACT (16 U.S.C. §1531, ET SEQ.), AS AMENDED, THE TEXAS WATER CODE, AS AMENDED, THE TEXAS NATURAL RESOURCE CODE, AS AMENDED, AND THE TEXAS SOLID WASTE DISPOSAL ACT, AS AMENDED, (vii) THE EXISTENCE OF ASBESTOS, OIL, ARSENIC, PETROLEUM OR CHEMICAL LIQUIDS OR SOLIDS, LIQUID OR GASEOUS PRODUCTS OR HAZARDOUS SUBSTANCES AS THOSE TERMS AND SIMILAR TERMS ARE DEFINED OR USED IN APPLICABLE ENVIRONMENTAL LAWS, (viii) NATURE AND EXTENT OF RIGHTS-OF-WAY, LEASES, ENCUMBRANCES, LICENSES, RESERVATIONS, CONDITIONS OR OTHER SIMILAR MATTERS, (ix) COMPLIANCE WITH ANY LAW, ORDINANCE OR REGULATION OF ANY GOVERNMENTAL ENTITY OR BODY, OR (x) PROPERTY OWNER CLAIMS OR CLAIMS, DEMANDS, OR OTHER MATTERS BY, AGAINST OR WITH RESPECT TO ANY PROPERTY OWNERS ASSOCIATION OR RELATING TO ANY RESTRICTIVE COVENANTS ENCUMBERING THE PROPERTY. CONVEYANCE OF THE PROPERTY IS MADE ON AN "**AS IS, WHERE IS**" AND "**WITH ALL FAULTS**" BASIS, AND THE WARRANTIES AND COVENANTS SET FORTH IN SECTION 5.023 OF THE TEXAS PROPERTY CODE DO NOT APPLY TO THIS CONVEYANCE. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS HAD THE FULL, COMPLETE AND UNFETTERED RIGHT TO INSPECT THE PROPERTY TO GRANTEE'S SATISFACTION AND THAT THIS CONVEYANCE WOULD NOT BE MADE ABSENT THE GRANTEE'S ACCEPTANCE OF THE PROPERTY WITHOUT WARRANTY OR REPRESENTATION OTHER THAN THE SPECIAL WARRANTY OF TITLE SET FORTH IN THIS DEED. BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT GRANTEE HAS RELIED ONLY UPON GRANTEE'S OWN INSPECTIONS AS TO THE CONDITION OF THE PROPERTY, OR ITS OWN DECISION NOT TO INSPECT ANY MATTER.

GRANTEE AND ANYONE CLAIMING BY, THROUGH OR UNDER GRANTEE, HEREBY FULLY RELEASES GRANTOR, GRANTOR'S PARTNERS, EMPLOYEES, OFFICERS, DIRECTORS, MANAGERS, REPRESENTATIVES, ATTORNEYS AND AGENTS

FROM ANY AND ALL CLAIMS AGAINST ANY OF THEM FOR ANY COST, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY CONSTRUCTION DEFECTS, ERRORS, OMISSIONS OR OTHER CONDITIONS WHATSOEVER AFFECTING THE PROPERTY, INCLUDING, BUT NOT LIMITED TO CLAUSES (j) THROUGH (x) SET FORTH IN THE PARAGRAPH ABOVE. THIS COVENANT RELEASING GRANTOR SHALL BE A COVENANT RUNNING WITH THE PROPERTY.

BY ACCEPTANCE OF THIS DEED, GRANTEE HEREBY AGREES TO ALL THE DISCLAIMERS, RELEASES, EXCEPTIONS AND OTHER PROVISIONS OF THIS DEED AND ACCEPTS THE MAINTENANCE, OWNERSHIP AND CARE OF THE PROPERTY PURSUANT TO THE TERMS OF THAT CERTAIN FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NEWMAN VILLAGE EXECUTED BY GRANTOR AS "DECLARANT," DATED EFFECTIVE JUNE 28, 2006, RECORDED AS DOCUMENT NO. 2008-99716 IN THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, AS THE SAME MAY BE AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME.

EXECUTED TO BE EFFECTIVE as of the _____ day of _____, 2016, notwithstanding the actual date of execution by the undersigned.

[Signature Page Immediately Follows]

EXHIBIT A

(PROPERTY DESCRIPTION)

Lot 26CC, in Block CC, Lots 77F and 78F, in Block F, Lots 47U and 48U, in Block U, Lot 24CC, in Block CC, and Lot 1, in Block P, of Newman Village, Phase 4, an addition to the City of Frisco, Denton County, Texas, according to the Map or Plat thereof recorded in/under Clerk's File No. 2016-2097, Map/Plat Records, Denton County, Texas.



VG-226-2019-132364

Denton County
Juli Luke
County Clerk

Instrument Number: 132364

Real Property Recordings

EASEMENT

Recorded On: October 18, 2019 10:01 AM

Number of Pages: 5

" Examined and Charged as Follows: "

Total Recording: \$42.00

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

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 132364
Receipt Number: 20191018000162
Recorded Date/Time: October 18, 2019 10:01 AM
User: Meredith K
Station: Station 38

Record and Return To:

DARLING HOMES
2500 LEGACY DR #100
Frisco TX 75034



STATE OF TEXAS
COUNTY OF DENTON

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

Juli Luke
County Clerk
Denton County, TX

DECLARATION OF ACCESS AND MAINTENANCE EASEMENT

This Declaration of Access and Maintenance Easement (this "Declaration") is made as of October 17, 2019 (the "Effective Date") by **NEWMAN VILLAGE HOMEOWNERS ASSOCIATION**, a Texas property owners association (the "HOA").

RECITALS

WHEREAS, the HOA is the owner of that certain tract of land in Denton County, Texas being more particularly described in Exhibit "A" attached hereto and incorporated herein ("Land");

WHEREAS, the HOA intends to convey the Land to N.V. Frisco, LLC, a Texas limited liability company ("N.V. Frisco"), after the execution and recordation of this Declaration; and

WHEREAS, one or more electrical meters, water meters, utilities boxes, irrigation controllers, gate controllers and other similar devices are (and/or may be in the future) located on the Land from time to time, and such items relate to and/or serve certain common elements or common areas for the Newman Village subdivision;

WHEREAS, the HOA will continue to need access to the Land after the aforementioned conveyance of the Land to N.V. Frisco in order to install, service, repair, maintain, replace, use and/or operate such electrical meters, water meters, utilities boxes, irrigation controllers, gate controllers and other similar devices, as well as any fences, retaining walls, gates and other similar structures, that are (and/or may be in the future) located on the Land from time to time, and accordingly, the HOA is establishing the easement set forth in this Declaration over, upon, across, under and through the Land for such purpose, all as more particularly set forth herein.

NOW THEREFORE, the HOA, for itself, its successors and assigns, hereby declares that the Land, and each part thereof, shall on and after the Effective Date, be owned, held, transferred, conveyed, sold, leased, encumbered, used, occupied, maintained, improved and altered subject to the terms and provisions set forth in this Declaration.

1. **Easement.** The HOA hereby establishes and reserves, for itself and its successors, assigns, contractors, subcontractors, invitees, agents, employees and representatives, a perpetual non-exclusive easement (the "Easement") over, upon, across, under and through the Land for the purposes of access to, and installation, service, repair, maintenance, replacement, use, operation and/or removal of, one or more electrical meters, water meters, utilities boxes, irrigation controllers, gate controllers and other similar devices, as well as any fences, retaining walls, gates and other similar structures, that are currently located (and/or may be located from time to time in the future) on the Land (collectively, the "Facilities"). The HOA has the sole right to discontinue use of any of the Facilities located on the Land subject to this Declaration, and shall have no duty or responsibility to the owner or occupant of the Land to alter or change the existing conditions on the Land if any future use is discontinued by the HOA. The HOA, and its successors, assigns, contractors, subcontractors, invitees, agents, employees and representatives, shall have the right to enter upon the Land pursuant to the Easement at any and all times without prior notice to the then-current owner or occupant of the Land. The HOA shall promptly repair any damage to the Land

and/or to any improvements thereon resulting from the HOA's (or its contractors', subcontractors', invitees', agents', employees' or representatives') use of the Easement, reasonably returning same to the conditions existing prior to the HOA's use under the terms of this Declaration.

2. **No Interference.** The owner or occupant of the Land shall not interfere with the HOA's (or its contractors', subcontractors', invitees', agents', employees' or representatives') ability to use the Easement or to access the Facilities pursuant to this Declaration. The owner or occupant shall not construct, install or place any structure or object or other obstruction on the Land which interferes with the HOA's rights under this Declaration and the Facilities. HOA shall have the right, but not the obligation, to prevent the construction, erection, installation or placement of (and the right to remove or relocate) any buildings, structures, objects or other obstructions which, in the sole reasonable judgment of the HOA, may interfere with the Easement rights granted herein and/or which may endanger or interfere with the efficiency, safety and/or convenient access to, or use or operation of, any of the Facilities and the owner or occupant shall be solely responsible for the costs incurred by the HOA in exercising this right. As used herein, the terms "interfere" and "interference" shall mean any activities that impede or deny reasonable access to the Facilities or adversely affect the normal use or operation of the Facilities, including, but not limited to, the following: (i) the erection or installation of any fences, walls, gates or any barriers, (ii) the planting of shrubbery or landscaping, (iii) the parking of vehicles or the placement of heavy or difficult-to-move objects, (iv) the locking of any gates or doors, and (v) the granting of other easements or rights of entry over or upon the Land.

3. **Duration; Effect.** The Easement and other terms and provisions set forth herein shall be perpetual in duration, effective upon the Effective Date, and will run with and bind the Land, and any portions thereof, whether or not such Easement or this Declaration is referenced in any conveyance of the Land or any portion thereof. The covenants, easements, restrictions, and other terms and provisions set forth herein shall inure to the benefit of and be binding upon the Land and the owner(s) thereof and its successors, successors-in-title, assigns and tenants, and shall remain in full force and effect and shall be unaffected by any change in ownership or possession of the Land. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Land to the general public or for any public use or purpose whatsoever. Each of the rights created hereunder shall be enforceable in a court of equity, because an action for damages would not be an adequate remedy for a breach of this Declaration. The non-prevailing party in any legal action with respect to this Declaration shall pay to the prevailing party a reasonable sum for attorneys' fees and other expenses actually incurred by the prevailing party in connection with such legal action.

4. **Modifications.** This Declaration may be amended, modified, or terminated at any time only by an instrument in writing, executed by the HOA or its successors or assigns, referencing the recording information of this Declaration and recorded in the real property records of Denton County, Texas. The owner of the Land shall be obligated to provide immediate notice of any such amendment, modification or termination to its tenant(s) on the Land, if any.

5. **Governing Law.** This Declaration shall be governed by and construed in accordance with the laws of the State of Texas.

EXHIBIT A

LAND DESCRIPTION

HOA Lot 7AA, in Block AA, of Newman Village Phase 3, an Addition to the City of Frisco, Denton County, Texas, according to the map or plat thereof recorded in Clerk's File No. 2015-381, Plat Records of Denton County, Texas, together with Certificate of Correction of Plat recorded under Clerk's File No. 2015-135823, Official Public Records of Denton County, Texas.