

Denton County  
Juli Luke  
County Clerk

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DECLARATION

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STATE OF TEXAS  
COUNTY OF DENTON

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

Juli Luke  
County Clerk  
Denton County, TX

## AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made this 5th day of January, 2018, by PRIME DEVELOPMENT PARTNERS, LLC, a Nevada limited liability company ("Declarant") and shall serve to amend that certain document of Declaration of Covenants, Conditions and Restrictions filed of record December 29, 2015 as evidenced by Denton County Document Number 2015-148241 and that certain document of Declaration of Covenants, Conditions and Restrictions filed of record September 25th, 2017 as evidenced by Denton County Document Number 2017-118202.

### WITNESSETH:

WHEREAS, Declarant is the owner of three certain tracts of real property located in Frisco, Denton County, Texas, more particularly described as Parcel A, Parcel B and Parcel C on Exhibit "A" attached hereto and made a part hereof for all purposes by reference; and

WHEREAS, The property described on Exhibit "A" includes the Common Area Tract; and

WHEREAS, Declarant has devised a general plan for the Parcels as a whole, with specific provisions for particular parts and parcels of the Parcels; and

WHEREAS, the aforesaid general plan provides a common scheme of development designed to protect and safeguard the Parcels over a long period of time;

NOW, THEREFORE, Declarant declares that all of the Parcels shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, reservations, and liens, which are for the purpose of protecting the value and desirability of, and which shall run with, the Parcels and which shall be binding on all parties having any right, title or interest in the Parcels or any part thereof, and their respective heirs, successors and assigns, and which shall inure to the benefit of each Owner (as defined below) from time to time of the Parcels or any part thereof.

### ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to Frisco/Park West Property Owner's Association, a Texas nonprofit corporation, and its successors and assigns.

Section 2. "Parcels" shall mean and refer to those three certain tracts of real property located in Frisco, Denton County, Texas, more particularly described as Parcel A, Parcel B and Parcel C on Exhibit "A" attached hereto and made a part hereof for all purposes by reference. "Parcel" shall mean and refer to one of such tracts. A "Parcel" shall include all Improvements placed thereon. Parcel A shall exclude the Common Area Tract after it is conveyed to the Association, but the Common Area Tract will remain subject to this Declaration.

Section 3. "Owner" shall mean and refer to the record owner (including the Declarant), whether one or more persons or entities, of fee simple title to any Parcel, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation; provided, however, that the purchaser at a foreclosure sale or trustee's sale shall be deemed an Owner; provided, further, that the Association shall not be an Owner.

Section 4. "Common Area" shall mean and refer to the Common Area Tract, consisting of approximately 5.27 acres generally shown as Block D, Lot 22 "OPEN SPACE DRAINAGE AND DETENTION HIKE AND BIKE TRAIL EASEMENT" on the Final Plat of Park West, an addition to the City of Frisco, Denton County, Texas, according to the map and plat thereof recorded under Clerk's file No. 2017-373, Plat Records, Denton County Texas more particularly depicted in Exhibit B hereof, together with any facilities and improvements thereon which have been conveyed or are hereafter conveyed to the Association for the common use of Members.

Section 5. "Lot" shall mean and refer to separately subdivided lot within a Parcel, other than the Common Area Tract.

Section 6. "Declarant" shall mean and refer to Prime Development Partners, LLC, and its permitted successors and assigns as Declarant under this Declaration.

Section 7. "Member" shall mean any Owner of a Parcel, a Lot or a part of a Parcel, other than the Common Area.

Section 8. "Membership" is defined in Article IV.

Section 9. "Person" or "person" shall mean an individual, corporation, partnership, association, trust, limited liability company or other legal entity or any combination thereof.

Section 10. "approval" or "consent" (or words having similar intent) shall mean securing the prior written approval or consent as required herein before doing, making or suffering that for which such approval or consent is required.

Section 11. "Articles of Incorporation" shall mean the Certificate of Formation of the Association, filed with the Secretary of State of Texas on November 16, 2015, as the same may from time to time be amended in accordance with this Declaration.

Section 12. "Assessment" shall mean and refer to a Monthly Assessment or Special Assessment levied, charged or assessed against an Owner and/or his Parcel or Lot in accordance with the provisions of this Declaration.

Section 13. "Board" shall mean and refer to the Board of Directors of the Association as the same may from time to time be constituted.

Section 14. "Class" is defined in Article IV.

Section 15. "Common Funds" shall mean and refer to all funds collected or received by the Association, including, but not limited to, the proceeds from insurance carried or obtained by the Association which are payable to or received by the Association as trustee for the benefit of the Owners or otherwise.

Section 16. "Declaration" shall mean and refer to this Declaration as the same may be amended, changed or modified from time to time in accordance with its terms.

Section 17. "Development Plan" shall mean that certain Development Plan prepared by JBI dated February 23, 2015.

Section 18. "Improvements" shall mean and refer to all improvements now or hereafter constructed on a Parcel.

Section 19. "Manager" shall mean and refer to any Person appointed or employed by the Association or its Board of Directors to operate, maintain and manage the Common Area.

Section 20. "Mortgage" shall mean and refer to any security device (including a deed of trust) encumbering all or any portion of the Parcels which secures a loan made by an entity regularly engaged in the business of making loans.

Section 21. "Mortgagee" shall mean and refer to the record owner of a beneficial interest under a Mortgage.

Section 22. "HOA" shall mean the Park West Homeowners Association which shall administer the provisions hereof as they pertain to Parcel A. In the event of conflict or ambiguity relative to administration of this Declaration, the Association shall be the final determining authority.

Section 23. "ACC" shall mean the Architectural Control Committee to be formed in concert with the HOA. The Declarant shall appoint three individuals to the ACC. No construction or installation of any improvements of any kind shall be allowed within the property described in Exhibit C without prior approval of the ACC.

## ARTICLE II TEMPORARY USE RIGHTS

Section 1. Use by Declarant and Association. Subject to Section 2 of this Article II, the Declarant expressly reserves unto itself, for its use and the use of its agents, contractors and employees, the right to make such temporary use of the Common Area and the ten feet (10') of each Parcel bordering the Common Area as is reasonably necessary to facilitate and complete the improvement of the Common Area, including the construction, excavation, grading and/or completion of any facilities, storage facilities and/or recreational facilities to be constructed the Common Area.

Section 2. Termination. The rights under Section 1 of this Article II will in all events expire and terminate on December 30, 2017.

### ARTICLE III PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to the Parcel or part of a Parcel owned by the Owner, subject to the following rights:

(a) The right of the Association to suspend the right to use of the recreational facilities by an Owner (or his guests) for any period during which any assessment against the Owner's Parcel or Lot remains unpaid and for a period not to exceed sixty (60) days for an infraction of the Association's published rules and regulations by the Owner or his guests.

(b) The right of the Board of Directors of the Association to dedicate an easement on all or any part of the Common Area to any public agency, authority or utility.

(c) The right of the Association to make such reasonable rules and regulations regarding the use of the Common Area and facilities located thereon by the Members and other persons entitled to such use.

(d) The right of the Association to borrow money for the purpose of improving the Common Area and facilities, constructing new facilities thereon or performing the maintenance obligations and providing the services set forth in Article VI hereof, and in connection therewith to mortgage the Common Area or portions thereof; provided, however, that after the Common Area has been conveyed to the Association by Declarant, prior to placing any mortgage on the Common Area or portions thereof or any improvements located or to be located thereon, the Association shall first obtain the consent of each Class of Members.

Section 2. Development and Conveyance of Common Area. Declarant shall have the right, at its expense, to construct improvements on the Common Area at any time, in accordance with the Development Plan. The Declarant may convey all or part of the Common Area, together with any improvements thereon, to the Association at any time; provided, however, that the Common Area and any improvements thereon shall be conveyed to the Association not later than December 30, 2017 or, in the case of improvements begun after that date, not later than 30 days after completion of the improvements. Until the Common Area is conveyed to the Association, the Common Area will nonetheless be subject to this Declaration and all of the rights and easements of the Owners as provided in this Declaration. During the period of time prior to the initial conveyance of the Common Area and any improvements thereon to the Association, Declarant shall, at its expense, maintain the Common Area and any improvements thereon in good condition and repair, and all Annual Assessments collected by the Association shall be paid to Declarant as reimbursement for its cost of maintaining the Common Area and any improvements thereon. At the time of conveyance of the Common Area to the Association, the Common Area

shall be in good condition and repair, and free of encumbrances and adverse claims, including any outstanding mechanics' liens, mortgages, deeds of trust or security agreements, and Declarant shall render a complete and accurate accounting of its handling of Assessments prior to such conveyance, shall return to the Association the unexpended portion of the Assessments, and shall deliver to the Association all books of account and written documents with respect to the operation of the Common Area prior to its conveyance by Declarant. The conveyance of the Common Area to the Association by Declarant shall be by special warranty deed, subject only to matters of record (other than mechanics' liens, mortgages, deeds of trust or security agreements) existing as of the date of this Declaration.

#### ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Each Person who is the Owner of any Parcel shall have one "Membership" in the Association for each Parcel of which he is an Owner; provided, however, that if more than one person is the Owner of a Parcel, all of such persons collectively, regardless of the number of persons who hold an interest in said Parcel, shall have one Membership (in other words, if two or more persons are the Owners of one Parcel, then such persons shall in any case own only one Membership in the Association). Each Owner shall provide the Secretary of the Association the name of such Owner, his address and his telephone number. The foregoing is not intended to include persons who hold a vendor's lien, deed of trust lien or other security interest in a Parcel, until such persons become the Owner of such Parcel. The Membership shall be appurtenant to and may not be separated from record ownership of any Parcel, and the transfer of any Membership not made as part of a sale of a Parcel shall be null and void. Ownership of a Parcel shall be the sole qualification for being a Member of the Association.

Section 2. Membership for Parcel A. Declarant shall have the Membership for Parcel A unless and until such membership is subsequently assigned.

Section 3. Owner's Right to Vote.

(a) Each Owner shall have the right to vote, in person or by proxy, his Membership in the Association. When more than one Person is the Owner of any Parcel, all such Persons shall be Members, but there shall be only one Membership for such Parcel.

(b) The Memberships shall be divided into three classes (each a "Class"). Class A shall be comprised of all Members who are Owners of Parcel A or a Lot in Parcel A or a portion of Parcel A or a Lot in Parcel A. Class B shall be comprised of all Members who are Owners of Parcel B or a portion of Parcel B. Class C shall be comprised of all Members who are Owners of Parcel C or a portion of Parcel C or a Lot in Parcel C. Whenever the vote of a Class is required by this Declaration, the vote shall be decided by such mechanism as the Members of a Class shall determine, or otherwise by a majority of the Members comprising such class.

Section 4. Election of Board of Directors. Each Class shall be entitled to elect one Director.

ARTICLE V  
COVENANT FOR MAINTENANCE AND ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. Each Owner of any Parcel or Lot, other than the Common Area, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) "Monthly Assessments" described in Article V, Sections 2 and 3; and
- (b) "Special Assessment" described in Article V, Section 4.

Such Monthly Assessments and Special Assessment are to be established and collected as hereinafter provided. Past due Monthly Assessments and Special Assessments shall bear interest from the date they are due at the rate of fifteen percent (15%) per annum. The Monthly Assessments and Special Assessments, together with interest and costs and reasonable attorney's fees incurred in collecting any such assessment, shall be a charge on the Parcel or Lot against which such Monthly Assessment or Special Assessment is made and shall be a continuing lien upon the Parcel or Lot against which such Monthly Assessment or Special Assessment is made. Such lien shall be superior and paramount to any homestead or other exemption provided by law, and each Owner hereby specifically waives his homestead exemption, but only with respect to such lien. Each such Assessment, together with interest and costs and reasonable attorney's fees incurred in collecting any such assessment, shall also be the personal obligation of the person who was the Owner of the Parcel or Lot against which such Assessment is made at the time when such Assessment fell due, and no transfer of the Parcel or Lot by such Owner shall relieve such Owner of said personal obligation. The personal obligation for a delinquent Assessment shall not pass to any Owner's successor in title unless expressly assumed by him, but, nevertheless the lien as to such Assessment shall continue to be a lien upon the Parcel or Lot as above provided. Each Owner agrees upon request of the Association to execute and deliver to the Association in recordable form, a deed of trust covering the Parcel or Lot owned by him to secure such assessment lien, subject only to any prior recorded, valid Mortgages and/or vendor's liens. In the event of nonpayment of any such Assessment, such lien for nonpayment, together with interest and costs and reasonable attorney's fees incurred in collecting any such Assessment, may be enforced by the Association by foreclosure, such foreclosure sale to be conducted in accordance with the provisions of law applicable to the exercising of powers of sale or foreclosure in deeds of trust or in any manner permitted by law. In any such foreclosure or sale, the Owner shall be required to pay the costs and expenses of such sale and other proceedings, including reasonable attorney's fees.

Section 2. Purpose of Assessments. Monthly Assessments levied by the Association shall be used exclusively for the improvement and maintenance of the Common Area, including, without limitation, the following:

- (a) effecting repairs, replacements and additions to the Common Area and facilities thereon and performing all maintenance duties and providing all services specified in this Declaration;

(b) paying ad valorem and other property taxes and assessments levied on the Common Area;

(c) contracting for such employees and independent management necessary or appropriate to the operation and maintenance of the Common Area and supervision thereof and the performance of all duties and the providing of all services specified in this Declaration; specifically, the Association may contract with any person or entity, including Declarant, for the performance of all or any portion of the duties of the Association provided herein;

(d) obtaining utility services for the Common Area; and

(e) obtaining general public liability insurance, property damage insurance, fire and extended coverage insurance and fidelity bonds in accordance with Article IX of this Declaration.

### Section 3. Monthly Assessment.

(a) The Monthly Assessment shall be One Thousand Two Hundred Fifty and No/100ths Dollars (\$1,250.00) per month per Parcel, subject to change as provided in other provisions of this Declaration. The Monthly Assessment for Parcel A shall be apportioned among the Lots in Parcel A, with each Lot to be responsible for an equal share of the Monthly Assessment. If there is more than one Owner of Parcel C, the Monthly Assessment shall be apportioned among the Owners in Parcel C as determined by the Declarant.

(a) If at any time the Board of Directors of the Association feels that the Monthly Assessment is inadequate to fulfill the functions of the Association, it shall recommend to the Members an increase in the Monthly Assessment. The Monthly Assessment may be increased by vote of a majority of the Classes of Membership; provided, however, that the Monthly Assessment may not be increased more than ten percent (10%) over the then current Monthly Assessment without the unanimous approval of all Classes. The Monthly Assessment shall continue at such increased level until a majority of the Classes of Membership shall decide otherwise.

Section 4. Special Assessments. In addition to the Monthly Assessments, the Association may levy in any year Special Assessments for the following purposes:

(a) Defraying the amount of any deficit created by an excess of expenditures of the Association over receipts for the previous year, or paying for unexpected repairs and restoration and replacement of damaged Common Area facilities; provided, however, that the maximum amount of any Special Assessments for this purpose during any year may not exceed twenty-five percent (25%) of the Monthly Assessment for the then current year without the unanimous consent of all Classes of the Membership; and provided, further, that any such Special Assessment shall require the consent of at least a majority of the Classes of Membership.



(b) Defraying, in whole or part, the cost of any construction or reconstruction of a capital improvement upon the Common Area; provided, however, that any such Special Assessment shall require the unanimous consent of all Classes of the Membership.

Special Assessments shall be due and payable as determined by the Association.

Section 5. Delinquent Assessments; Repayment Plan(s); Enforcement of Lien. As required by the Texas Property Code § 209.0062, et seq., the written guidelines and requirements for the payment of delinquent Assessments, the collection of delinquent Assessments and the Association's enforcement rights are set forth in a separate document to be filed of record in the Official Public Records of the County Clerk of Denton County, Texas.

Section 6. Subordination of the Lien to Mortgages. The lien securing the amount of nonpayment of any Assessment, together with any interest and cost and reasonable legal fees provided for herein, shall be subordinate to the lien of any Mortgage. Sale or transfer of any Parcel or Lot shall not affect the Assessment lien. However, the sale or transfer of any Parcel pursuant to foreclosure of a Mortgage or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer but shall not relieve the previous Owner from personal liability for payment thereof. No such sale or transfer shall relieve such Parcel or Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 7. Assessments Pro Rata. The assessment made against any Parcel shall in no case be higher or lower than the assessment against any other Parcel, except as otherwise permitted herein.

Section 8. Diminution of Assessment. No diminution or abatement of Assessments shall be allowed or claimed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Area or Parcels or Lots or from any action taken to comply with any law, ordinance or order of a governmental authority.

Section 9. Mortgagee Notice. The Association shall promptly notify the Mortgagee of any Parcel or Lot whose Owner is in default in the payment of Assessments, of the existence of such default, by notice addressed to such Mortgagee at its last known address as reflected in the records of the Association.

## ARTICLE VI MAINTENANCE BY AND SERVICES OF THE ASSOCIATION

Section 1. Common Area. The Association shall maintain the Common Area as provided in this Declaration.

Section 2. Maintenance. Maintenance of the Common Area by the Association shall include, but not be limited to, the installation and maintenance of landscaping, gardens, green

areas, water features, pathways, and recreational and private park facilities within the Common Area.

**Section 3. Willful or Negligent Acts.** In the event that the need for maintenance or repair is caused through the willful or negligent act of any Owner or his tenants, guests or invitees, the Association shall add the cost of such maintenance or repairs, as a Special Assessment, to the normal assessment of such Owner.

**Section 4. Management of the Project.** The management and control of the Common Area shall be the responsibility of the Association, acting through its Board of Directors, in accordance with the provisions of this Declaration, the Articles of Incorporation, and such rules and regulations as may be adopted by the Board of Directors, and such amendments, changes, or modifications thereto as may come into effect from time to time. Unless waived by all Classes, the Association shall cause professional management to be retained subject to the provisions of Section 6 of this Article V. Professional management shall mean a person or firm in the business of and experienced in the management of real property.

**Section 5. Powers and Duties Generally.** In addition to the powers of assessment, collection and enforcement set forth in Articles 7 and 8 hereof, the Association may exercise any and all rights and powers hereinafter enumerated together with any and all rights and powers which are necessary or proper to maintain and keep the Common Area in first-class condition and in a good state of repair, to enforce any of the provisions of this Declaration or the rules and regulations duly adopted by the Board of Directors of the Association, or to carry out and perform its powers and responsibilities.

**Section 6. Powers and Duties.** The Association shall provide, perform, cause to be performed, maintain, acquire, contract and/or pay for all or any of the following:

(a) **Utilities.** Water, sewer, electrical and gas and other necessary utility services for the Common Area.

(b) **Insurance.** Such policies of casualty, liability and other insurance covering such persons, property and risks as are more particularly set forth in Article IX.

(c) **Management Services.** The services of a Manager, together with the services of such other Persons as the Board of Directors shall from time to time determine to be necessary or proper to the daily management, operation and maintenance of the Common Area; provided, however, that unless approved by all Classes, no contract for such services shall be made and entered into which binds the Association for a period in excess of one (1) year or that is not terminable, with cause, upon thirty (30) days' written notice.

(d) **Materials.** All supplies and materials necessary or proper to the daily management, operation and maintenance of the Common Area; provided, however, that unless approved by all Classes, no contract for such supplies and materials shall be made and entered into which binds the Association for a period in excess of one (1) year or that is not terminable, without cause, upon thirty (30) days' written notice.

(e) **Repairs, Maintenance, Reconstruction.** Subject to the further provisions hereof, arrangements for cleaning, painting, maintenance, repairs, reconstruction and replacement

of and to all or any portion of the Common Area which are required to be cleaned, painted, maintained, repaired, reconstructed or replaced by the Association.

(f) Gardening and Landscaping. The services of a gardener to maintain, renew and replace all or any portion of the landscaping, gardens and green areas within the Common Area, together with all tools, supplies, plants and equipment reasonably necessary for such purpose.

(g) Trash, Rubbish Collection. The services of a trash, rubbish and garbage collection company or agency, whether public or private, for the purpose of promptly, regularly and efficiently collecting from designated areas within the Common Area and removing from the Common Area all trash, rubbish, garbage and refuse.

(h) Miscellaneous Services. Such other services for the use, enjoyment and protection of the Common Area as the Board of Directors of the Association may determine from time to time are reasonable, proper or desirable, including, but not limited to, special lighting, security guards and security facilities.

(i) Annual Independent Audit Examination of Books. An annual balance sheet and statement of income and expense of the Association. Said balance sheet and income and expense statement shall reflect the income and expenditures of the Association for the maintenance and operation of the Common Area for the Association's fiscal year, and shall be prepared by the chief financial officer of the Association, or any other person retained by the Association to prepare the same, or by an independent certified public accountant, as the Board of Directors shall determine. A copy of the balance sheet and statement of income and expense shall be delivered to each Owner within ninety (90) days after the close of the Association's fiscal year. Additionally, any Mortgagee or Owner shall be entitled to inspect the books of the Association during usual business hours upon reasonable notice to the Association.

(j) Legal and Accounting. Legal and accounting services and fees for the Association and the Board of Directors, provided that said services and fees are incurred solely in connection with (i) the management, operation and maintenance of the Common Area, (ii) the performance or enforcement (including the collection of Assessments) of the provisions of this Declaration or the Articles of Incorporation, (iii) protest or litigation to contest local real estate taxes, or (iv) litigation arising out of the condemnation of all or any portion of the Common Area.

(k) Fidelity Bonds. Such fidelity bond or bonds naming the directors of the Association, Members, the Manager, his staff and/or such other person or persons as may be designated by the Association as principals, with the Association as the obligee.

(l) Taxes and Assessments. Taxes and/or assessments of whatever type duly assessed against all or of any portion of the Common Area or the Association, which taxes and/or assessments are not separately assessed to individual Owners.

Section 7. Additional Authority. The Association, acting through its Board of Directors, shall have authority to establish and publish uniform rules and regulations as may be deemed by it to be reasonable in connection with the use, occupancy and maintenance of the Common Areas and all improvements located thereon, and to alter, amend or modify such rules and regulations

from time to time. All Mortgagees requesting same shall be given a copy of such rules and regulations. A copy of such rules and regulations shall be:

- (a) posted in one or more conspicuous places in each building located on the Common Area; and
- (b) distributed to each Owner.

Such rules and regulations shall be binding upon each and every Owner and his tenants, guests, employees, servants, and invitees.

Section 8. Delegation of Powers. The Association may delegate any of its duties, powers or functions to any qualified Person who is acting as Manager. Neither the Association, nor the members of its Board, nor its officers or committee members shall be liable for any omission or improper exercise by the Manager or his staff of any such duty, power or function so delegated so long as the Association's contract with the Manager allows the Owners a direct right of action against the Manager for such omission or improper exercise.

Section 9. Limitation of Liability. Neither the Declarant (nor its agents or employees) nor the Association, nor its Board of Directors (nor any member thereof), nor its officers (nor any of them), nor any committee of the Board of Directors (nor any member thereof), shall be liable for any failure to provide any service or perform any duty, function or responsibility designated or provided in this Declaration or in any other document to be performed by the same, or for injury or damage to persons or property caused by fire, explosion, the elements or by another Owner or person in or on the Parcels or resulting from electricity, water, rain, dust or sand which may leak or flow from outside any building or from any part of any building or from any pipes, drains, conduits, appliances or equipment, or from any other place or cause unless caused by the gross negligence or willful misconduct of Declarant (or its agents or employees), the Association, the Board of Directors (or any member thereof), the committee of Board of Directors (or any member thereof) or the officers of the Association.

Section 10. Indemnification. The Association shall and does hereby indemnify the Board of Directors (and each member thereof), the officers of the Association (and each of them), the members of all committees of the Board of Directors (and each of them) and each of the employees of the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by such person or persons in connection with any proceeding to which he may be a party, by reason of his being or having been a director, officer, committee member or employee of the Association, except in such cases where he is adjudged guilty of gross negligence or willful misconduct in the performance of his duties.

Section 11. Non-Profit Character of Association. Notwithstanding anything contained in this Declaration to the contrary, neither the Association or its Board of Directors or the Manager or his staff may do, conduct or engage in any activity, or cause the same to be done, which may jeopardize the non-profit character of the Association.

## ARTICLE VII PERMITTED USES AND RESTRICTIONS

Section 1. General Restrictions. Parcel A shall be used solely for single family residential purposes. Parcel B shall be used solely for residential multi-family apartment purposes. Parcel C shall be used solely for commercial office, restaurant or retail purposes.

Section 2. Noxious Uses. A Parcel or Lot and Improvements located thereon shall not be used so as to disturb the neighborhood or occupants of adjoining property, or to constitute a nuisance, or to violate any public law, ordinance or regulation from time to time applicable thereto. A Parcel or Lot and Improvements located thereon shall not be used for any purpose which will create or emit any objectionable, offensive or noxious odors, dust, gas, fumes or other such material.

Section 3. Use of Common Area. The Common Area shall be used for park, recreational, social and utility easement and other purposes directly related to the uses authorized by this Section 3.

Section 4. Specifically Prohibited Uses. No pornographic bookstores, adults-only shops or related establishments shall operate or be located on the Parcels or Common Area.

Section 5. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any part of a Parcel or Lot, except in dumpsters or other trash receptacles; and no odors shall be permitted to arise from any dumpsters or other trash receptacles so as to render any Parcel or Lot or portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to occupants of any such other property. No nuisance shall be permitted to exist or operate upon any Parcel or Lot so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants.

Section 6. Repair of Buildings. No building or structure upon any Parcel or Lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair.

Section 7. Mineral Exploration. No Parcel or Lot shall be used in any manner to explore for or to remove any oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind.

Section 8. Machinery and Equipment. Without the approval of the Board of Directors of the Association, no machinery or equipment of any kind shall be placed, operated or maintained upon a Parcel or Lot by any Owner or its agents, contractors and employees except such machinery or equipment as is usual and customary in Denton County, Texas, in connection with the use, maintenance, or construction of such Parcel or Lot or Improvements thereon.

Section 9. Lighting. No lighting or illumination shall be placed upon the Parcels or the Common Area in such a manner as to cause unreasonable glare or illumination.

## ARTICLE VIII ENFORCEMENT OF OBLIGATIONS OF OWNER

Section 1. General Maintenance. Except as otherwise herein provided for maintenance of Parcels and Improvements thereon by the Association, each Owner shall maintain and care for all trees, plants, or foliage on his Parcel and otherwise keep his Parcel and all Improvements thereon in reasonable repair so as not to be unsightly or in violation of any city ordinance.

Section 2. Complaints by Owner. If any Owner believes any other Owner is in violation of this Declaration, he may so notify such Owner in writing, explaining his reasons for such complaint. If the Owner fails to remedy the alleged violation in ten (10) days after delivery of such notice, a complaint may be transmitted in writing to the Board of Directors of the Association, who may thereupon choose, within not more than ten (10) days, to enforce this Declaration as provided in Section 3 of this Article VIII. If the Board of Directors fails to act, the complaint will be considered denied without prejudice. The complainant Owner shall not be precluded by the Association's failure to act from instituting appropriate legal action.

Section 3. Complaints by Association. If the Association believes any Owner is in violation of this Declaration, it shall so notify such Owner in writing, explaining its reason for such complaint. If the Owner fails to remedy the alleged violation within ten (10) days following delivery of such notice, then the Association shall have the right to (i) institute appropriate legal action or (ii) submit the dispute to arbitration, such arbitration to be held in accordance with the rules of the American Arbitration Association by the action of a majority of arbitrators chosen as follows: (a) one arbitrator shall be chosen by the Owner; (b) one arbitrator shall be chosen by the Association; (c) one arbitrator shall be chosen by the two (2) arbitrators previously chosen. If either party fails to choose an arbitrator within thirty (30) days after the transmission of the complaint to the Owner, the other party may choose the second arbitrator. If the two arbitrators fail to select a third arbitrator within thirty (30) days after their own selection, either party may request the American Arbitration Association to appoint a third arbitrator. The decision of the arbitrators shall be made within ninety (90) days after the transmission of the complaint to the Owner. If the arbitrators fail to act within such ninety (90) days, the complaint will be considered dismissed without prejudice. The Association shall not be precluded by dismissal as a result of failure of the arbitrators to act from reinstating arbitration or from instituting other appropriate legal action. The prevailing party in any such litigation or arbitration shall be entitled to recover from the other party all costs and expenses thereof, including attorney's fees, in connection therewith.

Section 4. Remedy of Violations. If the arbitrator(s) as provided in Section 2 above or a court of competent jurisdiction upholds the complaint, the Owner shall be so notified in writing and shall promptly remedy the violation of this Declaration, and if he fails to remedy such violation within thirty (30) days after the date of such notice or in the time specified in any such proceeding, as appropriate, the Association may (but shall not be obligated to) cause the violation to be remedied and add the cost of same, as a Special Assessment, to the normal assessment of such Owner and/or may pursue such other remedies as may be available at law or in equity. The Association, and its designees, shall have the right of entry upon the Parcel owned by such Owner for such purpose

## ARTICLE IX FIRE AND EXTENDED COVERAGE INSURANCE

Section 1. Insurance Policies. The Board of Directors may, but shall not be obligated to purchase, obtain, carry and maintain a policy of fire and extended coverage insurance covering the Improvements located on the Common Area for or against the following:

- (a) Loss or damage by fire or other risks covered by the standard extended coverage endorsement.
- (b) Loss or damage to or as a result of theft, vandalism, malicious mischief, plate glass, boilers, pressure vessels or pressure pipes (if any), or water damage to the extent applicable.
- (c) Such other risks, perils or coverage as the Association may determine.

Section 2. Public Liability and Property Damage. The Association shall purchase, obtain, carry and maintain one more comprehensive public liability and property damage policies naming as insureds the Association, its Board of Directors (and each member thereof), its officers (and each of them), the Manager (if any) and his staff, all employees of the Association, and all of the Owners (including Declarant).

Section 3. Workmen's Compensation. The Association shall purchase, obtain, carry and maintain workmen's compensation and employer's liability insurance to the extent necessary to comply with applicable laws.

Section 4. Fidelity Bonds. The Association shall purchase, obtain, carry and maintain fidelity bonds for officers and employees of the Association.

## ARTICLE X DRAINAGE EASEMENTS AND RIGHTS

Section 1. Easement. A perpetual easement is hereby created, for the benefit of owners of each Parcel, for the discharge of storm water onto the Common Area and the flowage of storm water over and across the Common Area and the Drainage Easement (as defined below). Such easement burdens the Common Area and the Drainage Easement. Use of such easement shall be without charge separate from the Assessments. Usage of the easement shall not be denied because of non-payment of any Assessment.

Section 2. Maintenance. For the avoidance of doubt, the Association, as part of its obligations under this Declaration, will be responsible for maintenance of all drainage facilities (including any detention pond or similar facility) located within the Common Area and the Drainage Easements. The Association may pay the costs of such maintenance from the proceeds of Assessments levied under this Declaration.

Section 3. Association's Failure to Maintain. If the Association fails to carry out such maintenance, an Owner of any Parcel, after giving the Association notice of the required maintenance and allowing the Association ten (10) days following delivery of such notice to complete such maintenance, may cause the required maintenance to be performed and recover from the Association the costs of completing the required maintenance, together with interest at the rate of fifteen percent (15%) per annum from the date paid by the Owner until reimbursed,

which amounts the Association will pay from proceeds of Assessments levied under this Declaration or other funds available to the Association.

## ARTICLE XI MORTGAGEE PROTECTIVE PROVISIONS

Section 1. Status of Mortgages. Any Mortgage will be subject and subordinate to this Declaration, but the Mortgage may contain such mortgagee-protective provisions requested by the Mortgagee. A Mortgagee will be entitled to notices from the Association only if it provides the Association with its address for notice, and a Mortgagee will be entitled to notices from an Owner only if it provides the Owner (or its predecessor as Owner of the Parcel or Lot in question) with its address for notice.

Section 2. Notices and Cure of Defaults. The Association or an Owner shall provide any Mortgagee (at the address registered with the Association or Owner in the manner provided by this Declaration) a copy of any notice of default sent to the Owner of the Parcel or Lot encumbered by the Mortgage held by the Mortgagee at the same time as the Association or Owner gives such notice to such defaulting Owner. No such notice to a defaulting Owner shall be deemed to have been duly given unless and until a copy of such notice shall have been given to each such Mortgagee. Any Mortgagee shall have a period of thirty (30) business days more than that given to the defaulting Owner to remedy any default or cause the default to be remedied or, in the case of a non-monetary default not capable of remedy by a Mortgagee within the allotted time, such greater period of time thereafter as is necessary to complete the cure so long as the Mortgagee pursues the cure with continuous and diligent efforts. In the event of default, the Association or an Owner shall be obliged to accept performance by any Mortgagee of any covenant, condition or agreement to be performed hereunder by the Owner of the Parcel or Lot encumbered by the Mortgage held by the Mortgagee with the same force and effect as though performed by such defaulting Owner.

Section 3. Liability of Mortgagee. No Mortgagee shall become liable under this Declaration unless it becomes, and then only for so long as it remains, the Owner of the Parcel or Lot encumbered by the Mortgage held by the Mortgagee.

## ARTICLE XII GENERAL PROVISIONS

Section 1. Enforcement. The restrictions, covenants, easements and other provisions herein set forth shall run with the land and bind the present Owners, their respective successors and assigns, and all parties claiming by, through or under any of them, and each current or future Owner of a Parcel or Lot shall be deemed to agree and covenant with all other Owners and their respective successors and assigns, and with each of them, to conform to and observe said restrictions, covenants, easements and other provisions as to the Parcel or Lot of such Owner and the construction of Improvements thereon. No restriction, covenant or other obligation herein set forth shall be personally binding on any Person except in respect to breaches committed as to a Parcel or Lot while such Person is an Owner of such Parcel or Lot. No action for enforcement of this Declaration may be commenced until the procedure specified in Article VIII, Section 2 or Section 3, as appropriate, has been completed. Failure of any Owner or Owners or the Association



to enforce any of the restrictions, covenants, easements or other provisions herein set forth shall in no event be deemed a waiver of the right to do so or to enforce other restrictions, covenants, easements or provisions.

Section 2. Invalidation. The invalidation of any of the restrictions, covenants, easements or other provisions set forth herein, by judgment or court order or otherwise, shall in no wise affect any other restrictions, covenants, easements or provisions, which shall remain in full force and effect.

Section 3. Right to Assign. Declarant may assign its rights and obligations hereunder by a written document recorded in the Deed Records of Denton County, Texas. Declarant may assign its rights and obligations hereunder with respect to portions of the Parcels without assigning such rights and obligations with respect to other portions of the Parcels. Upon the assumption of the obligations herein contained (or any part thereof) by any assignee as evidenced by a written document recorded in the Deed Records of Denton County, Texas, the obligations of Prime Development Partners, LLC, hereunder so assigned shall cease and terminate. Upon such assignment or conveyance being made, the assignees or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements and privileges or any one or more of them at any time or times in the same way and manner as the Declarant.

Section 4. Duration and Amendment. Any change or modification of the terms of this Declaration, the Articles of Incorporation, or the bylaws for the Association shall be effective only if approved by a majority of the Classes of Membership, unless such change or modification places additional burden on Parcel C or the Class C Membership, or places additional restrictions on the use and enjoyment of Parcel C, or removes rights otherwise benefitting Parcel C or the Class C Membership, in which case the consent of the Class C shall be required. Any such termination, modification or amendment shall be filed of record in the Denton County Deed Records promptly when executed.

Section 5. Notices. All notices given or required to be given by the Association to its Members or to Mortgagees shall be deemed to have actually been given if actually received and, whether or not actually received, when deposited in the United States mail, postage prepaid, and addressed to the Member or Mortgagee at his address as it appears on the books of the Association.

Section 6. Remedy at Law Inadequate. Except for the nonpayment of any Assessments provided for herein, it is hereby expressly declared, stipulated and agreed that the remedy at law to recover damages for the breach, default or violation of any of the restrictions, covenants, easements and other provisions contained in this Declaration are inadequate and the failure of any Owner, tenant, occupant or user of any Parcel or Lot or any portion of the Common Area or facilities thereof to comply with each and all of the restrictions, covenants, easements and other provisions of this Declaration and the rules, regulations, decisions, resolutions of the Association and its Board of Directors, all as lawfully amended from time to time, may be enjoined by appropriate legal proceedings instituted by Declarant, any Owner or the Association or its Board of Directors.

Section 7. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to principles of conflicts of law.

Section 8. Liberal Interpretation. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Parcels.

*[Signature page follows]*

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed and delivered by a person duly authorized thereunto as of the day and year first above written.

**PRIME DEVELOPMENT PARTNERS, LLC,**  
a Nevada limited liability company

By: TX Cooley Investments, Inc., a Nevada  
corporation, its Managing Member

By: \_\_\_\_\_

Dave J. Wilcox, Authorized Signator

THE STATE OF TEXAS

COUNTY OF ~~DALLAS~~ COLLIN

This instrument was acknowledged before me on January 5, 2018, by Dave J. Wilcox of TX Cooley Investments, Inc., a Nevada corporation, on behalf of such corporation acting as the Managing Member on behalf of **PRIME DEVELOPMENT PARTNERS, LLC**, a Nevada limited liability company.



\_\_\_\_\_  
Patricia Horton

NOTARY PUBLIC, STATE OF TEXAS

**Exhibit "A"**

**PARCEL A**

Lots 1-12, Block A, Lots 1-25, Block B, Lots 1-44, Block C, Lots 1-20, 23, Block D, Lots 1-12, Block E, Lots 1-14, Block F, Lots 1-3, Block G, Park West, an addition to the City of Frisco, Denton County, Texas, according to the map or plat thereof recorded under Clerk's File No. 2017-373, Plat Records, Denton County, Texas.

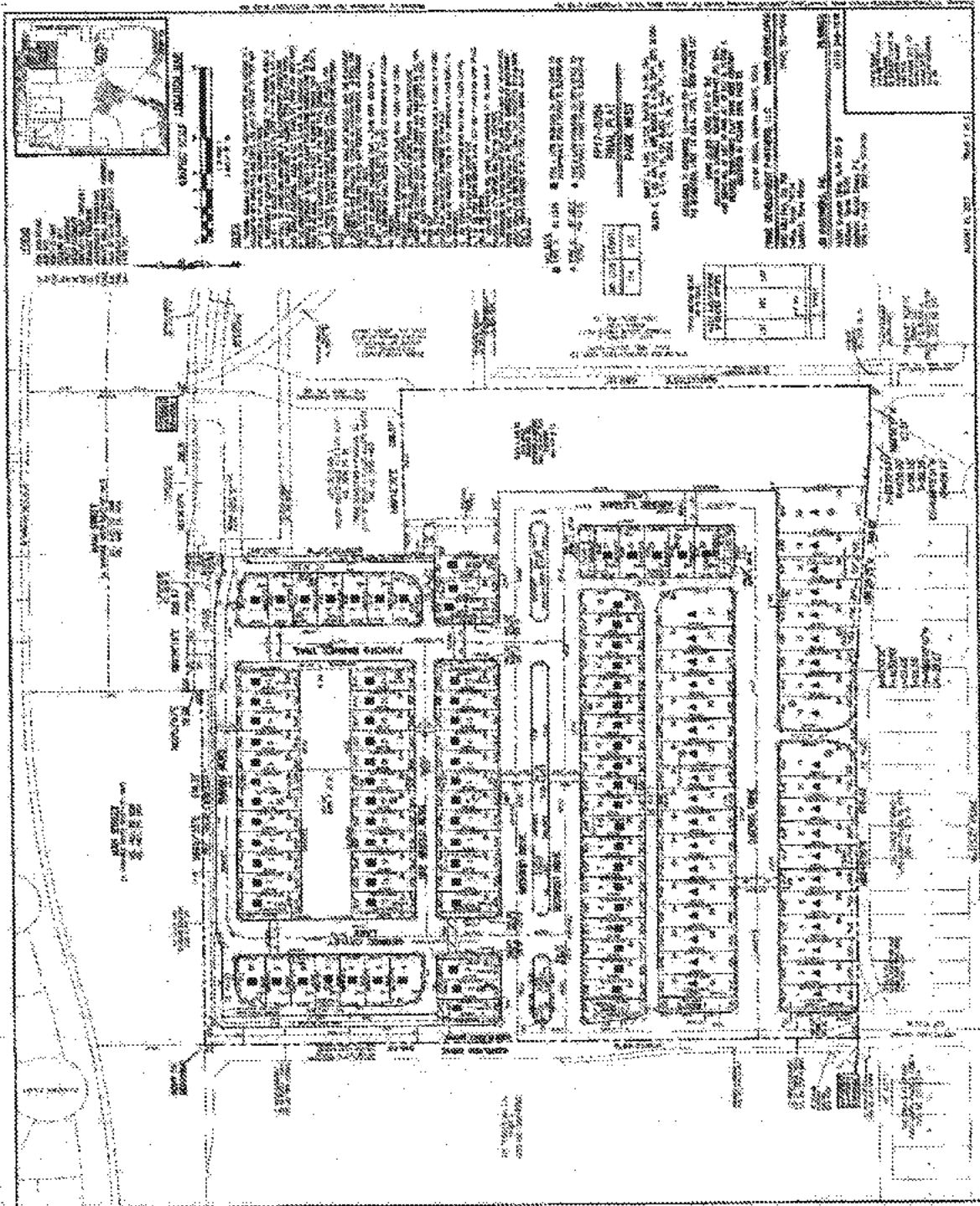
**PARCEL B**

Lot 2R, Block A, Revised Conveyance Plat Park West, an addition to the City of Frisco, Denton County, Texas, according to the map or plat thereof recorded under Clerk's File No. 2017-373, Plat Records, Denton County, Texas.

**PARCEL C**

Lot 3, Block A, Revised Conveyance Plat Park West, an addition to the City of Frisco, Denton County, Texas, according to the map or plat thereof recorded under Clerk's File No. 2017-373, Plat Records, Denton County, Texas.

# Exhibit "B"



**EXHIBIT C**  
**TO**  
**DECLARATION OF COVENANTS,**  
**CONDITIONS AND RESTRICTIONS FOR**  
**PARK WEST SINGLE-FAMILY**

**The following Property Use and Design Guidelines shall apply to Parcel A (the "Subdivision") further described as follows: Lots 1-12, Block A, Lots 1-25, Block B, Lots 1-44, Block C, Lots 1-19, 23, Block D, Lots 1-12, Block E, Lots 1-14, Block F, Lots 1-3, Block G, Park West, an addition to the City of Frisco, Denton County, Texas, according to the map or plat thereof recorded under Clerk's File No. 2017-373, Plat Records, Denton County, Texas.**

**ACC APPROVAL REQUIRED:**

**No construction or installation of any improvements of any kind shall be allowed within the property described in this Exhibit C without prior approval of the ACC.**

**PART ONE: LANDSCAPING, FENCES AND EXTERIOR ELEMENTS**

**SECTION 1.1 LANDSCAPING:**

Upon completion of each residence, each residence within the Subdivision must comply with the landscaping requirements of any applicable City of Frisco ordinances, Association and HOA rules. Notwithstanding compliance with the foregoing, the following landscape elements shall be installed prior to occupancy of the residence:

- 1.1.1 Sod: Each residence shall have full sod installed for the entire front and rear yard and a minimum of ten (10) feet back from the front wall face for each side yard, or to the side yard fence, whichever is greater.
- 1.1.2 Condition: All lots and landscaping shall be maintained in an attractive and orderly manner at all times. At no time shall an owner of a lot allow trash, debris, or other unsafe or unsightly condition to exist upon any lot within the Subdivision. In the event such a condition is observed to exist, the HOA may provide notice to such lot owner of a violation. Should the violation persist for more than five (5) days following such notice, the HOA may enter upon, and/or cause an appropriate contractor to enter upon, any lot to remedy the violation. In this instance the owner of such lot shall be responsible for the costs of such remedy as well as an assessment of \$200 per each instance.

## **SECTION 1.2 FENCES:**

- 1.2.1 **Thoroughfares and Corner Lots:** Portions of a fence that face a major thoroughfare or street including corner lots will be considered major thoroughfare fencing. Residence facing the street or major thoroughfare require a four (4) foot ornamental iron fence placed between each residence and must be located at least five (5) feet behind the front façade, excluding front porches, with a single gate. Corner lots require a six (6) foot ornamental iron fence and must be located at least ten (10) feet behind the front façade, excluding front porches, extending the length of the side yard and terminating the fence at the rear corner of the residence. Side yards adjacent to an alley or any fence facing the alley will be cedar wood, board-on-board, with 1x6 top and bottom rail and 2x8 cap, stained with a Seal Rite Medium Brown. Steel posts are required. The smooth side of the fence must always be facing outward.
- 1.2.1.1 Fencing must be kept in good repair at all times. Broken or missing pickets or panels must be promptly repaired or replaced. All leaning or fallen panels must be up righted, repaired or replaced. Fencing must be routinely stained and kept aesthetically pleasing at all times. All fencing shall be stained and preserved as follows:
- 1.2.3 **Greenbelt Areas, Open Spaces and Parks:** All lots adjacent to any Greenbelt area, Open Spaces and Parks shall comply with the City of Frisco zoning ordinances applicable to Park West Homeowner's Association, Inc. If wrought iron fencing is a requirement, the fence shall have black finished forty-eight inch (48") high wrought iron or tubular steel fences for the full width of rear lot lines as detailed in Exhibit 1.2.3.2. All fences shall be painted black using rust resistant paint and consistent; no variation of design shall be permitted. Fence areas shall be unobstructed by screening or other materials unless specifically approved by the ACC.

## **SECTION 1.3 RAIN BARRELS OR RAINWATER HARVESTING SYSTEMS**

- 1.3.1 Rain barrels or rain water harvesting systems and related system components (collectively, "Rain Barrels") may only be installed after receiving the written approval of the ACC.

## SECTION 1.4 RELIGIOUS DISPLAYS

- 1.4.1 An owner of any lot or residence within the Subdivision may display or affix on the entry to the owner's or occupant's residence one or more religious items, the display of which is motivated by the owner's or resident's sincere religious belief.
- 1.4.2 If displaying or affixing of a religious item on the entry to the owner's or occupant's residence violates any of the following covenants, The HOA may remove the item displayed:
- (1) threatens the public health or safety;
  - (2) violates a law;
  - (3) contains language, graphics, or any display that is patently offensive to a passerby;
  - (4) is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or occupant's residence; or
  - (5) individually or in combination with each other religious items displayed or affixed on the entry door or door frame has a total size of greater than 25 square inches
- 1.4.3 No owner or resident is authorized to use a material or color for an entry door or door frame of the owner's or occupant's residence or make an alteration to the entry door or door frame that is not authorized by the HOA, Declaration or otherwise expressly approved by the ACC.

## SECTION 1.5 VEHICLES

- 1.5.1 No vehicle containing advertising logos and/or "wrapped" graphics shall be allowed overnight within the Subdivision unless such vehicle shall be located within a garage or otherwise screened from view from any public street, alley or lot.
- 1.5.2 No vehicle shall be allowed to be kept within the subdivision if such vehicle contains an exhaust system or other device or system which allows the vehicle to produce a noise deemed by the HOA to be excessive when operated.
- 1.5.3 No vehicle shall be parked or operated within the Subdivision in a manner which limits any owner from free and unfettered access to the owners driveway.



- 1.5.4 No vehicle which is not eligible or physically able to be legally operated on a public roadway may be kept within the Subdivision unless such vehicle is contained entirely within a garage.
- 1.5.5 No boat, RV, trailer, nor other recreational use vehicle nor accessory shall be allowed overnight within the Subdivision unless located within a garage or otherwise screened from view from any public street, alley or lot. This provision is not intended to preclude the use of trailers associated with ongoing construction or similar work within the Subdivision.

## SECTION 1.6 ASSESSMENTS

- 1.6.1 The Annual Assessment shall be Seven Hundred Fifty and No/100ths Dollars (\$750.00) per lot due and payable on or before January 15<sup>th</sup> each year, subject to change as provided in other provisions of this Declaration. An initial fee of One Hundred Fifty and No/100ths (\$150) per lot shall be due and payable at the deed transfer of any lot or dwelling.

If at any time the Board of Directors of the HOA feels that the Annual Assessment is inadequate to address the needs of the Subdivision, the HOA shall recommend to the Members an increase in the Assessment. The Monthly Assessment may be increased by vote of a majority of the owners within the Subdivision.

- 1.6.2 Special Assessments. In addition to the Assessments, the HOA may levy in any year Special Assessments for the following purposes:

- (a) Defraying the amount of any deficit created by an excess of expenditures of the HOA over receipts for the previous year, or paying for unexpected repairs and restoration and replacement of damaged common area landscaping, hardscape or other improvement within the Subdivision; provided, however, that the maximum amount of any Special Assessments for this purpose during any year may not exceed twenty-five percent (25%) of the Assessment for the then current year without the consent of seventy-five percent (75%) of all owners within the Subdivision.

## PART TWO: RESIDENCES

### SECTION 2.1 ROOFS

- 2.1.1 Roof Pitch for homes shall have a minimum of 6-in-12 slopes. Roof Pitch for porches and patios may have a lesser pitch but, shall be subject to approval of the Declarant or ACC.

- 2.1.2 Roofing Materials: Roofing materials shall be asphalt shingles with a minimum 30-year rated shingle having a minimum weight of 220 pounds per square (100 square feet) and have a Weatherwood, Slateblend or other approved roofing colors that are consistent with Architectural styles within the community. Other roofing materials or colors shall not be used without written approval from the ACC.
- 2.1.3 Dormers & Above Roof Chimneys: Dormers and Chimney Chases, above roof structure and roofing materials, may be finished with an approved exterior grade siding material.
- 2.1.4 Roof Pitch for primary room shall conform to the Sections 2.1.1, 2.1.2 and 2.1.3 above. Exemptions allowing lower pitch pans in areas around windows, covered porches and patios are allowed and will be reviewed for approval by the ACC on a case by case basis.

## **SECTION 2.2 CERTAIN ROOFING MATERIALS**

- 2.2.1 Roofing shingles covered by this Section are exclusively those designed primarily to: (i) be wind and hail resistant; (ii) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (iii) provide solar generation capabilities (collectively, "Roofing Shingles").
- 2.2.2 Roofing Shingles allowed under this Section 2.2 shall:
- (1) resemble the shingles used or otherwise authorized for use in the Subdivision and/or Property;
  - (2) be more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use in the Subdivision and/or Property.
  - (3) match the aesthetics of the property surrounding the property of the owner requesting permission to install the Roofing Shingles.
- 2.2.3 The owner requesting permission to install the Roofing Shingles will be solely responsible for accrediting, certifying and demonstrating to the ACC that the proposed installation is in full compliance with paragraphs a and b above.
- 2.2.4 Roofing Shingles shall be installed after receiving the written approval of the ACC.

- 2.2.5 Owners are hereby placed on notice that the installation of Roofing Materials may void or adversely affect other warranties.

### SECTION 2.3 SOLAR PANELS

- 2.3.1 Solar energy devices, including any related equipment or system components (collectively, "Solar Panels") may only be installed after receiving the written approval of the ACC.
- 2.3.2 Solar Panels may not be installed upon or within Common Properties or any area which is maintained by the HOA.
- 2.3.3 Solar Panels may only be installed on designated locations on the roof of a home, on any structure allowed under HOA rules, or within any fenced rear-yard or fenced-in patio of the owner's property, but only as allowed by the HOA. Solar Panels may not be installed on the front elevation of the home nor in any front yard.
- 2.3.4 If located on the roof of a home, Solar Panels shall:
- (1) not extend higher than or beyond the roofline;
  - (2) conform to the slope of the roof;
  - (3) have a top edge that is parallel to the roofline; and
  - (4) have a frame, support bracket, or wiring that is black or painted to match the color of the roof tiles or shingles of the roof. Piping must be painted to match the surface to which it is attached, i.e. the soffit and wall. Panels must blend with the color of the roof to the greatest extent possible.
- 2.3.5 If located in the fenced rear-yard or patio, Solar Panels shall not be taller than the fence line or visible from a Lot, Common Properties or street.
- 2.3.6 The ACC may deny a request for the installation of Solar Panels if it determines that the placement of the Solar Panels, as proposed by the property owner, will create an interference with the use and enjoyment of land of neighboring owners.

- 2.3.7 Owners are hereby placed on notice that the installation of Solar Panels may void or adversely affect roof warranties. Any installation of Solar Panels which voids material warranties is not permitted and will be cause for the Solar Panels to be removed by the owner.
- 2.3.8 Solar Panels must be properly maintained at all times or removed by the owner.
- 2.3.9 Solar Panels which become non-functioning or inoperable must be removed by the owner of the property.

## **SECTION 2.4 MASONRY**

- 2.4.1 Side and Rear Walls: Side and rear wall surfaces of the first floor must be constructed using one hundred percent (100%) masonry, second floor side and rear wall surfaces must be seventy-five percent (75%) masonry with the remaining 25% using cementitious fiber siding materials. In no event may the masonry percentages violate the applicable City of Frisco ordinances.
- 2.4.2 Chimney wall structures that are a direct extension of an exterior wall shall match the requirement of said wall.
- 2.4.3 Required masonry percentages shall be calculated excluding exterior wall areas built on top of a roof.

## **SECTION 2.5 WINDOWS**

- 2.5.1 Windows shall be constructed of vinyl, divided light on all front windows, divided light on all windows backing siding collectors, parks or open spaces. Reflective glass is prohibited.

## **SECTION 2.6 GARAGE**

- 2.6.1 Garage Doors shall be constructed of metal or wood and shall be kept in good repair at all times. No carports or accessory structures shall be allowed.

## **SECTION 2.7 ADDRESS BLOCKS**

- 2.7.1 All address blocks shall be cast stone on all brick and stucco finishes. Decorative 4" metal numbers shall be used for all homes using 100% siding on the front elevation.

## **SECTION 2.8 ELEVATION AND BRICK USAGE**

- 2.8.1 Same Plan with Same Elevation: The repeat of the same floor plan with the same elevation design shall be governed by the following provisions:
- 2.8.1.1 Residences using the same floor plan and same elevation, and are constructed on the same side of the street, they shall be separated by a minimum of two (2) lots. A one (1) lot separation will be permitted when a street intersection occurs, the street right-of-way serves as a lot equivalent.

## **SECTION 2.9 HARMONIOUS ACTIVITY**

- 2.9.1 At no point shall a resident or guest within the Subdivision engage in any activity which jeopardizes the safety, security, or reasonable right to enjoyment of any other resident or guest within the Subdivision.
- 2.9.2 Only typical household pets may be kept within the Subdivision. No animals may be kept or housed for breeding or any other commercial purpose. At no time shall any resident or guest allow a pet to cause excessive noise or disturbance which would reasonably interfere with another owners right to enjoyment of their property. The laws of the City of Frisco regarding pet ownership shall be strictly enforced.
- 2.9.3 Resident and guests shall observe the quiet hours established by the City of Frisco.

