

Mary Louise Nicholson
MARY LOUISE NICHOLSON
COUNTY CLERK

SPACE ABOVE THIS LINE FOR RECORDING INFORMATION

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
OAK ALLEY ESTATES
("DECLARATION")

THE STATE OF TEXAS
COUNTY OF TARRANT

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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, OAK ALLEY DEVELOPMENT, LLC, a Texas limited liability company; and OAK ALLEY OWNER'S ASSOCIATION, INC. a Texas corporation, and BURLEY BURK COLLINS AND SPOUSE, GLORIA JEAN COLLINS, (all, "Declarant"), is the owner/developer of final plat of OAK ALLEY ESTATES, Lots 1 thru 34 and Open Space Lots OS-10, being 43.536 acres out of the Hall-Medlin Survey, A-1037, and the Wall Survey, A-1973, and being a revision of Lots 1R1 and 1R2, Block 1, Bear Creek Plantation, an addition to the City of Colleyville, Tarrant County, Texas, according to the final plat (the "Plat") attached hereto as Exhibit A and recorded under County Clerk's File No. D221283666 of the plat records of Tarrant County (the "County"), Texas (the "Addition"), SAVE AND EXCEPT Lot 18;

WHEREAS, BURLEY BURK COLLINS AND SPOUSE, GLORIA JEAN COLLINS, are the current owners of Lot 18. For so long as BURLEY BURK COLLINS AND SPOUSE, GLORIA JEAN COLLINS, or either of them, are the owners of Lot 18 it shall be excepted from all covenants, conditions, and restrictions, as well as any and all fees for assessments.

WHEREAS, Declarant has subdivided the Addition into single-family lots as shown on the Plat. As used herein, "lot" and "lots" shall refer only to the numbered plots shown on the Plat and shall not refer to public areas, parks, esplanades, tracts owned or subsequently acquired by any public body, or any plot or tract shown as a reserve whether designated as unrestricted or not.

WHEREAS, Notice is hereby given that, by this Declaration, Declarant does not intend to contradict, amend, or alter any City Ordinances or Regulations. Any party intending to acquire any interest in the Addition should perform independent investigation of City Ordinances and Regulations to make their own determination that the party's intended use is compatible with the relevant ordinances and regulations.

NOW, THEREFORE, Declarant declares that the Addition shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, conditions, easements, charges and liens hereinafter set forth which are for the purpose of establishing a general scheme for the development of all of the lots and houses to be constructed in the Addition and for the purpose of enhancing and protecting the value, attractiveness and desirability of said lots and houses and which shall run with the land and be binding on all parties having or acquiring any right, title or interest in the Addition or any part thereof (or in Additional Phases, if any, as defined in Section 5.15 of this Declaration), and which shall inure to the

benefit of each owner thereof.

ARTICLE 1

CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

Section 1.1 Residential Use. All lots shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family residence per lot and a private garage as provided below, except as permitted by the Committee (defined in Section 2.1 of this Declaration). Except as permitted by the Committee, the residence may not exceed the maximum height allowed by the City.

Section 1.2 Single-Family Use. Each residence may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than two (2) unrelated persons living and cooking together as a single housekeeping unit, together with any household servants.

Section 1.3 Garages and Driveways. Unless otherwise approved by the Committee, each residence shall have a detached or attached garage suitable for parking no less than three or more than six standard size vehicles. Garage must conform in design and materials with the main structure and there shall be one (1) door for each space for front facing garages there shall be one (1) door for each space for front facing garages. Front facing garage doors shall be behind a visual screening such as a berm, landscaping, or wing wall and not visible from a public right-of-way. All garage doors shall be recessed twelve (12") inches into the opening. Unless approved otherwise by the Committee, up to two (2) garage spaces shall have a vehicular access door or opening which faces any public right-of-way but they must be located a minimum of forty (40') feet behind the front setback and forty (40') feet behind the side setback for corner lots.

For purposes of this Section, "storage" shall mean the parking or placing of any object or material for more than one day, except for temporary guests that shall stay for no more than ten (10) consecutive days.

All garage doors shall be wood clad or made or veneered with wood. The use of wood-like materials is prohibited and garage doors with the primary material of metal, vinyl, or glass are prohibited.

Section 1.4 Restrictions on Resubdivision. None of the lots shall be subdivided into smaller lots. None of the lots shall be platted into larger lots without the prior written consent of the Committee.

Section 1.5 Driveways. All driveways shall be surfaced with concrete or other substance approved by the Committee. No circular driveways shall be permitted without the approval of the Committee.

Section 1.6 Uses Specifically Prohibited.

- (a) No temporary structure, shop, trailer or mobile home of any kind or any improvement of a temporary character (except children's playhouses and sports equipment, with the exception of one basketball goal, dog houses, greenhouses, and gazebos, which may be placed on a Lot only in places which are not visible from, or are screened in a manner approved by the Committee from, areas of public open space and right-of-way, and except for buildings for storage of lawn maintenance equipment which shall be built of materials and be of architectural character compatible with the design of the original building), shall be permitted on any lot except that, with the prior approval of the Committee, one temporary structure shall be permitted for the purpose of allowing the Declarant to coordinate and promote activities directly or indirectly associated with lot and house sales in the Addition and other temporary structures for the use of Declarant or the Association (defined in Section 5.14 of this Declaration). No building material of any kind or character shall be placed or stored upon the Addition until the owner thereof is ready to begin 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.

- (b) No boat, boat trailer, marine craft, hover craft, aircraft, recreational vehicle, pick-up camper, travel trailer or other trailer of any kind, motor home, camper body or similar vehicle or equipment may be parked for more than one day within the Addition, unless completely concealed in an enclosed structure. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a residence in the immediate vicinity.
- (c) No Owner shall permit trucks with tonnage in excess of one ton to park overnight within the Addition without the prior approval of the Committee.
- (d) No commercial vehicle which transports inflammatory or explosive cargo is permitted in the Addition at any time.
- (e) No vehicles or similar equipment shall be parked or stored in an area visible from any public right-of-way except passenger automobiles, passenger vans, and pickup trucks that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas.
- (f) No structure of a temporary character, such as a trailer, basement, tent, shack, barn or other out-building, shall be used on any property at any time as a dwelling house.
- (g) No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted in the Addition, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Addition. No derrick or other structure designed for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted within the Addition. Nothing herein contained shall ever be construed to prevent the Declarant or Declarant's heirs, successors, or assigns, from developing or producing the oil, gas and other minerals in and under the subject property by pooling or by directional drilling under the subject property from well sites located on tracts outside the subject Property.
- (h) No animals, livestock or poultry of any kind shall be raised, bred or kept on any property in the Addition except that dogs, cats, or other household pets may be kept for the purpose of providing companionship for the private family. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the property so that no person shall quarter on the premises, cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks or any or other similar animals, and no dangerous, normally wild, animals whatsoever. It is the pet owner's responsibility to keep the lot clean and free of pet debris and to conform with all City Ordinances and Regulations affecting animals within the City. All animals must be properly tagged for identification.
- (i) No lot or other area in the Addition shall be used as a dumping ground for any waste. Trash, garbage or other waste shall not be kept except in covered sanitary containers in appropriate locations which may be specified by the Committee and, unless otherwise expressly permitted by the Committee such containers shall be situated behind front elevation wall of the residence and enclosed and screened so as not to be visible from any public right-of-way, private drive or adjacent lot. All equipment for the storage or other disposal of waste material shall be kept clean and in sanitary condition. Materials incident to construction of improvements may be stored on lots during construction so long as construction progresses without undue delay. Nothing herein shall prohibit a compost area for only vegetation on a Lot provided that same is not visible from a Street, is not more than twenty square feet in area, and is subject to rules established by the Board from time to time that do not conflict with Section 202.007 of the Texas Property Code, as amended. Any portable toilets ("porta pottys") shall be hidden behind a mock wall.

- (j) No individual water supply system shall be permitted in the Addition, except as may be approved by the Committee for irrigation or upon approval by the City of Colleyville except as may be approved by the Committee for irrigation; provided, an Owner may install rain barrel(s) so long as any such rain barrels are not visible from any Street.
- (k) No individual sewage disposal system shall be permitted in the Addition.
- (l) No garage, garage house or other out-building (except for sales offices and construction trailers during the construction period) shall be occupied by any Owner prior to the erection of a residence.
- (m) No air-conditioning apparatus shall be installed on the ground in front of a residence. No air-conditioning apparatus shall be attached to any front or side wall or window of a residence, or in any second floor window or wall. All utility meters, outdoor equipment, air-conditioning compressors, air-conditioning and heating units, sprinkler and other control devices, junction boxes and similar items must be located behind fencing and visually screened from rights-of-way and from adjoining lots in a manner approved by the Committee and must be located in areas acceptable to the Committee.
- (n) It is the intent of the Committee to ensure that antennas, discs, dishes or other similar equipment do not detract from the overall appearance of the neighborhood as they are considered unsightly. No antennas, discs, dishes, or other equipment for sending or receiving sound or video messages shall be permitted in this Addition except antennas for AM or FM radio reception and for UHF and VHF television reception and satellite antennas of size specifically allowed by federal law. All antennas shall be located inside the attic of the main residential structure or otherwise in locations approved by the Committee. No use shall be made of any lot or structure thereon for any other type of radio or television or similar broadcasting system.
- (o) No noxious or offensive activity shall be undertaken within the Addition, which is or may become an annoyance or nuisance to the neighborhood. Nothing herein shall prohibit an owner's use of a residence for quiet, inoffensive activities so long as such activities do not materially interfere with adjoining or nearby homeowner's use and enjoyment of their residences and yards. No exterior spotlighting shall be permitted which creates a nuisance for adjacent homeowners and only Committee approved dark sky lighting shall be allowed on the exterior of the home.
- (p) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the public right-of-way lines and a line connecting them at points ten (10) feet from the intersection of the public right-of-way lines, or, in the case of a rounded property corner, from the intersection of the public right-of-way lines are extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a public right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.
- (q) Except for children's playhouses, dog houses, greenhouses and gazebos, no building previously constructed elsewhere shall be moved onto any lot, except for buildings for storage of lawn maintenance equipment which shall be built of materials and be of architectural character compatible with the design of the original building, it being the intention that only new construction be placed and erected thereon. All such improvements and their locations on a lot require Committee approval. Children's play equipment such as sandboxes, temporary swimming pool having a depth of less than 24 inches, playhouses and tents shall not

require approval of the Committee provided that such equipment is not more than six (6) feet high, in good repair (including painting), and every reasonable effort has been made to screen or shield such equipment from view. Equipment higher than six (6) feet shall require approval as to design, location, color, material, and use. Any addition, exterior alteration, or change to an existing building shall be compatible with the design character of the original building and any new detached structure shall be compatible with the parent structure, as approved by the Committee.

- (r) No structures, planting or materials shall be placed or permitted to remain on any lot which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow within drainage channels or swales or which may obstruct or retard the flow of water through drainage channels, swales, or easements.
- (s) The grading, slope and drainage plan of all lots, as shown on the Grading Plan defined in Section 3.1 of this Declaration may not be altered without the prior written approval of the Committee, the City and other appropriate agencies having authority to grant such approval.
- (t) Unless approved otherwise by the Committee, no sign of any kind shall be displayed to the public view on any lot except one professional sign of no more than five square feet in size (ii) Committee approved uniform signs provided by the Committee used by a builder and design team to advertise property during the construction and sales period, (iii) "spirit" signs regarding school children, and (iv) political signs not more than five (5) square feet in size advocating the election of one or more political candidates or ballot item, provided that same may not be erected more than ninety (90) days in advance of the election to which they pertain and shall be removed within ten (10) days after the election. All permitted signs shall be ground-mounted and not more than four feet (4') high. No sign of any kind or character that maligns or disparages Declarant, any Builder of a Residence within the Property, or the Property itself, or protests or complains of Declarant, any such Builder, or the Property, or the construction practices by Declarant or any such Builder, shall be displayed on any Lot or elsewhere within the Property, and any internet or electronic publication of any such complaint or protest shall be immediately removed from publication by the author thereof upon notice from Declarant. Further, no Owner may use the internet, publications or other print or broadcast media to malign or disparage the Property, the Declarant or any such Builder, it being acknowledged that any such public action creates controversy that diminishes the value of the Property and the Residences within it. Declarant or its agents shall have the right to remove any sign, billboard or other advertising structure 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. Nothing herein shall prohibit the erection of traffic directional signs or streets signs. No sign may be erected within the Common Area without the prior written consent of the Association.
- (u) The drying of clothes in a location visible from any public right-of-way is prohibited. The owners and occupants of any lots at the intersections of streets or adjacent to parks, playgrounds, common open space, school grounds, or other facilities where the rear yard is visible to public view shall construct a suitable enclosure to screen from public view the equipment which is incident to normal residences, such as clothes drying equipment, yard equipment and storage piles.
- (v) Except within fireplaces in or attached to a Residence, or firepits as part of the permanent hardscaping design, and except for outdoor cooking, no outdoor burning of anything shall be permitted anywhere within the Addition without approval of the Committee.
- (w) No carport shall be permitted on a lot. One porte cochere shall be permitted on a lot with Committee approval.

- (x) No abandoned, derelict or inoperative vehicles may be stored or located on any lot unless approved by the Committee and stored in the garage at all times with the garage door closed.
- (y) No retaining walls visible from any public right-of-way or easement shall be permitted without the prior written approval of the Committee. Under no circumstances shall wooden retaining walls be permitted without the approval of the Committee. Materials used in retaining walls must be complementary to materials used in construction of the home on the lot when attached to a structure, as determined by the Committee. Retaining wall not connected to a structure will be of matching material used in the Addition perimeter walls. All aspects of retaining walls must receive Committee approval.
- (y) No bicycles, scooters, motor bikes, etc., may be operated on any walkways within the development.

Section 1.7 Minimum Floor Area. The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls but exclusive of open porches, garages, patios and detached accessory buildings, shall be not less than four thousand three hundred (4,300) square feet. The first story of two story houses must contain at least 2,300 square feet, unless approved otherwise by the Committee.

Section 1.8 Structure Materials: Exterior Items and Surfaces. Unless approved by the Committee, the dominant exterior vertical wall area of each structure, exclusive of doors and windows, shall be masonry (brick, stone, or stucco over CMU block) or other material reasonably acceptable solely as determined by the Committee. No more than 20% of the exterior vertical wall to be authentic lath and stucco application over wood framing. Dryvit systems or Styrofoam products are not acceptable.

Roofing material of each home shall be that specifically approved by the Committee for that home and consist of slate, flat tile, barrel tile, standing seam metal, or copper. The use of composition shingles is prohibited. Windows must be wood clad, steel or bronze and submitted for review of Committee approval. Window mullions that are appropriate for the selected architectural style are required and shall be approved by the Committee for that home. In addition, all structural materials shall conform to the OAK ALLEY ESTATES Residential Architectural Standards and Requirements as defined in Section 2 of this document.

Section 1.9 Side Line and Front Line Setback Restrictions. Except as otherwise approved by the Committee, no structure shall be located on any lot nearer to the front lot line or nearer to the side street line than the following minimum setback lines:

25' Setback corner lots 26 & 27

Front Setback: 25'

Front Side Setback: 30'

Side Setback: 10'

Rear Setback: 25'

30' Setback Lots 1-3, 12-17, 21*, 22-25, 28, 29*

Front Setback: 30'

*Lot 21 is 30' to 40' minimum as shown in the Pattern Book

Side Setback: 10'

Rear Setback: 25'

*Lot 29 is 10' minimum

40' Setback Lots 4-11, 19, 20, 30-34

Front Setback: 40'

Side Setback: 10'

Rear Setback:

30' for Lots 4 - 8

40' for Lots 9 - 11

25' for Lots 19, 20

10' for Lots 30-34

For the purposes of these covenants, eaves and steps and open porches shall not be considered as a part of the structure, provided however, that this shall not be construed to permit any portion of a structure on a lot to encroach upon another lot or to violate any City Ordinance.

Section 1.10 Waiver of Setback Requirements. With the prior written approval of the Committee, any structure may be located further back or closer to any property line of a lot than provided above, where, in the opinion of the Committee, the proposed location of the structure will not substantially detract from the appearance and value of the lot and will not substantially detract from the appearance of the adjoining lots. The Committee may require that any structure be located further back or closer to any property line than provided above or on the Plat.

Section 1.11 Fences and Walls.

- (a) Any fence or wall shall (i) comply with City requirements, including those regarding height, location and materials; (ii) not extend nearer to the front street than five (5') feet behind the front of the house without the prior written approval of the Committee; (iii) be constructed of material approved by the Committee (cast iron and stone fences or a combination thereof will be used unless specifically approved by the Committee); (iv) be constructed so that the sides containing the structural supports are not visible from any public right-of-way unless approved by the Committee; (v) be not less than six (6') feet in height or more than eight (8') feet in height as measured from existing ground level unless approved by the Committee; (vi) for any fence on the side of a corner lot adjacent to a street, be behind the setback line of such lot unless otherwise approved by the Committee. However, on corner lots, special, more restrictive fencing requirements may be imposed on the lot side contiguous to the street by the Committee; (vii) Fences may be privately installed but must be finished strictly as approved by the Committee. Fences may be privately installed but must be constructed to professional levels of quality. The design, specifications and contractors for building fences may be specified by the Committee.
- (b) As to corner lots, any fence visible from a public right-of-way shall be a uniform fence of a design, material and color and in the specific location to be determined by the Committee for each lot, which shall generally include but not be limited to the following: (i) the location between the structure and the side street property line of such fence; (ii) how close the fence may be built to the street the lot fronts on; (iii) whether a formal foundation planting along the outside of the fence is required; (iv) material with which the fence shall be constructed, have metal posts, and masonry columns constructed of a material required by the Committee; (v) the height of such fence; and (vi) other design criteria of such fence.
- (c) The Committee may require that some or all retaining walls in the Addition be constructed of a uniform color, material and/or design.
- (d) The use of double fencing shall be prohibited. The screening for such a fence shall be landscaping. Wood, plastic and chain link fences are prohibited.
- (e) Courtyard walls in front or side yard are to be no higher than 3'-6" and shall be constructed of masonry materials complementary to the home. If an integrated column or ornamental wrought iron is used in addition to the masonry wall, the total height shall be limited to 5'-0" with the masonry portion limited to 3'-6" in height.

Section 1.12 Sidewalks. All sidewalks shall, at a minimum, conform to City specifications and

regulations. The Committee may impose more restrictive standards than those required by the City.

Section 1.13 Mailboxes and Address Plaques. Mailboxes, mailbox stanchions, and address plaques shall be constructed in accordance with material, color and design standards approved by the Committee, made by contractors specified by the Committee, and placed only in locations approved by the Committee. Mailboxes, mailbox stanchions, and address plaques may not be constructed or installed without prior written consent of the Committee. Streetscape Westchester post mount mailbox is specified for all homes, with the house number directly attached by the manufacturer to the front of the mailbox. Mailbox post to be ordered through the Oak Alley Committee. Each Lot shall have one Committee-approved standard mailbox unless one mailbox is prohibited by the United States Postal Service, in which case, a common mail facility shall be created.

Section 1.14 Commencement of Construction. Each residence constructed on each lot, and any other improvements thereto, shall be commenced within six (6) months after conveyance of the lot by Declarant and completed with due diligence but only after approval by the Committee of the third submittal of the plans and specifications prepared in connection with such construction.

Construction Hours. In addition to the ordinances in force by the City of Galleyville which limit construction to daytime hours from 7:00 a.m. – 6:00 p.m. Monday through Saturday, there shall be no construction, including excavation, demolition, removal, onsite erection, alteration or repair of any building or structure, prior to 9:00 a.m. or after 5:00 p.m. on Saturday.

Section 1.15 Utilities. Except as to special street lighting or other aerial facilities which may be required by the City or which may be required by the franchise of any utility company or which may be installed by Declarant pursuant to its development plan, no aerial utility facilities of any type (except meters, risers, service pedestals, transformers and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed in the Addition whether upon individual lots, easements, streets or rights-of-way of any type, either by the utility company or any other person or entity, including, but not limited to, any person owning or acquiring any part of the Addition, and all utility service facilities (including, but not limited to, water, sewer, gas, electricity and telephone) shall be buried underground unless otherwise required by a public utility or unless said aerial utilities are approved by the Committee.

Section 1.16. Fire Suppression System. All residences in the subdivision shall be required to have fire suppression system regardless of size or location.

Section 1.17 Perimeter Landscaping Maintenance and Replacement. Any landscaping in the perimeter landscape easements, as required by the City for zoning approval, shall not be removed by the homeowners or the Association, and shall be replaced by either party if it becomes diseased or dies.

Section 1.18. Approved Architects. For the purposes of these covenants, no designs, plans, specifications or drawings will be considered for approval by the Committee unless prepared by Approved Architects, as set forth on Appendix D.

ARTICLE II

ARCHITECTURAL CONTROL

Section 2.1 Appointment. Declarant may designate and appoint an Architectural Control Committee (herein called the "Committee") composed of no less than three (3) and no more than five (5) individuals, each generally familiar with residential and community development design matters and knowledgeable about Declarant's concern for a high level of taste, design, materials, construction, and landscaping standards in the Addition. The Committee shall be the sole determinant to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Property consistent with this Declaration. The initial Committee shall include the initial three Directors of the Association and an architectural consultant selected by Declarant. The Committee may, but need not, include engineers or

other similar professionals. The compensation, in any, for the architectural consultant and any engineers or other similar professionals shall be established by the Declarant during the Development Period and thereafter by the Board. The Association may recoup from the Owner applying for Committee approval some or all of the reasonable expense of the compensation paid to the professional consultant(s) whose services are provided for the review of the Owner's architectural review application.

Section 2.2 Successors. Until the end of the Development Period, in the event of the death resignation or removal by Declarant of any member of the Committee, the Declarant shall have full authority to designate and appoint a successor. No member of the Committee who is also a Director shall be entitled to receive compensation for the Director's services performed as a member of the Committee pursuant to this Declaration. Any professional consultant retained by Declarant shall be entitled to compensation as determined by Declarant. No member of the Committee, to include any professional consultant(s), such as the architectural consultant, shall be liable for claims, causes of action, or damages arising out of the services performed as a member of the Committee or as a consultant. After expiration of the Development Period, the Board shall appoint the Committee and shall determine the term length and rotation for Committee members and whether to retain the services of a professional architectural consultant to assist the Committee after the Development Period.

Section 2.3 Authority. No structure, fence, wall, landscaping (including tree removal, exterior lighting, sculptures, statues, fountains, and other outdoor art, and outdoor recreational equipment), lot grading, flatwork (sidewalks, driveways, porches), or other improvements shall be commenced, erected, placed, maintained or altered on any lot, nor shall any exterior painting of exterior addition to, or alteration of, such items be made until all construction and landscaping plans and specifications and a plot plan have been submitted to and approved in writing by a majority of the members of the Committee which may consider and decide upon:

- (a) Proper facing of main elevation with respect to the Streets and side elevation for corner lots; and;
- (b) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other lots in the Addition;
- (c) location with respect to topography and finished grade elevation and effect of location and use on Adjoining Lots, improvements and drainage arrangements; and
- (d) the other standards set forth within this Declaration.

The Committee is authorized and empowered, but not obligated, to consider, review and approve any and all aspects of construction and landscaping which may, in the reasonable opinion of the Committee, adversely or positively affect the living enjoyment of one or more lot owners or the general value of lots in the Addition and, pursuant thereto, the Committee may require the submission of plans and specifications therefore prior to the commencement, or during the process, of such construction or landscaping. In considering the harmony of external design between existing structures and the proposed building being erected, placed or altered, the Committee shall consider the general appearance of the proposed building as that can be determined from front, rear and side elevations on submitted plans.

Section 2.4 Procedure for Approval. Final plans and specifications and landscaping plans shall be submitted in triplicate to the Committee along with a nonrefundable submittal fee of three thousand five hundred dollars (\$3,500.00). If the submittal fee is not paid to the Committee within seven (7) days of the closing of the property, the Committee will invoice the title company and have the fee paid out of the closing. The plans and specifications shall show the nature, kind, shape, height, color, finish, materials and location of all structures, landscaping and improvements, and such other information as may be required by the Committee. The documents shall specify any requested variance from the setback lines, garage location or any other requirement set forth in this Declaration. Any incomplete submittals will require a resubmittal fee of five hundred dollars (\$500.00) for each resubmittal. The Committee will require the submission of

samples of proposed construction materials. At such time as the plans and specifications meet the approval of the Committee, two complete set of plans and specifications will be retained by the Committee and the other complete set of plans shall be marked "Approved", signed by a member of the Committee and returned to the Owner or his designated representative. No verbal approval by any member of the Committee shall be binding on the Committee. If disapproved by the Committee, one set of such plans and specifications shall be returned marked "Disapproved" and shall be accompanied by a reasonable statement of the reasons for disapproval, which statement shall be signed by a member of the Committee. Any modification of the approved set of plans and specifications must again be submitted to the Committee for its approval. A resubmittal fee may be required, at the Committee's discretion. The Committee's approval or disapproval, as required herein, shall be in writing. If the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the date of all required plans and specifications, written approval of the matters submitted shall not be required and compliance with this Article shall be deemed to have been completed. In case of a dispute about whether the Committee responded within such time period, the person submitting the plan shall have the burden of establishing when and if the Committee received the plans. The Committee's receipt of the plans, specifications and samples may be established by a signed certified mail receipt or by other receipt signed by a Committee representative. Approval of plans by any governmental authority shall not obviate the need to obtain the approval by the Committee hereunder. No member of the Board or the Committee, to include the professional consultant(s), shall be liable to any Owner or other person claiming by, through, or on behalf of any Owner, for any claims, causes of action, or damages arising out of the granting or denial of any variance request of an Owner or any person acting for or on behalf of any Owner. Specific instructions regarding the submittal process is located in Appendix A.

Section 2.5 Standards. The Committee shall have sole discretion with respect to taste, design and all standards and matters requiring approval as specified herein. One objective of the Committee is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures, materials, or colors from being built in the Addition and to promote excellence in architecture, materials, construction, and landscaping. For this purpose, there are five (5) architecturally approved styles, including: English (with subcategories of Tudor Revival, Cotswold and English Arts & Crafts), French (with subcategories of Symmetrical and Asymmetrical), Mediterranean (with subcategories of Tuscan, Spanish Eclectic and Italian Renaissance), Texas Regional Vernacular and Prairie. Additionally the materials, construction, and landscaping, including but not limited to, that flat roofs not be allowed, that composition shingle roofing not be allowed, that window materials must be wood clad, steel or bronze, that garage doors must be wood and not metal of any kind, that chimney flues be covered with stucco, brick or masonry, that chimney caps be approved by the Committee, that non-chimney roof ventilation be hidden from view from rights-of-way and common areas, that specific types of divided light windows be used, restricting the placement of skylights, solar heating panels, and prefabricated fireplace boxes, chimney flues and caps, requiring certain types of front and side window treatments (shutters, etc.) complementary to the architecture of the house, requiring windows to be recessed a minimum of 4" into the wall, requiring garage doors to be recessed a minimum of 12" into the wall and generally requiring that plans submitted for approval meet or exceed the standards of the existing improvements on neighboring lots. The Committee may from time to time publish and promulgate OAK ALLEY ESTATES Architecture and Landscape Standards and Requirements ("Standards"), which shall carry forward the spirit and intention of this Declaration and of Declarant. Committee approvals and requirements may be based all or in part upon these Standards. CONSTRUCTION MUST STRICTLY ADHERE TO COMMITTEE APPROVALS AND BE BUILT STRICTLY IN OBSERVANCE OF SCALE OF APPROVED DRAWINGS. Specific materials applicable to each architectural style is located in Appendix A.

Section 2.6. Construction Review. The Committee shall review and approve in writing, construction for the following: (i) foundation pre-pour; (ii) mock wall matching approved materials; (iii) framing review matches approved design; (iv) installed exterior material review matches approved design; and, (v) installed landscape. In the event that i, iii, or iv is not approved on the initial inspection, the Committee may charge a fee of \$200 an hour for additional follow up reviews. See attached Appendix A for additional detail on the Oak Alley Construction Review Process.

Section 2.7 Termination. The Committee shall cease to exist on the earlier of: (a) the date on which all the members of the Committee file a document declaring the termination of the Committee, or (b) ten (10) years after the date hereof. Upon termination of the Committee, the record owners of a majority of the lots in the Addition (the "Record Owners") shall have the authority to record an instrument which provides for a committee elected by the Record Owners to continue the functions of the terminated committee, which instrument shall establish election or appointment procedures whereby the Record Owners committee members shall be chosen and a notice procedure whereby all Records Owners in the Addition will receive notice of such procedures ("Record Owners' Committee"). If there is no committee or Record Owners' Committee, no approval by the Committee nor the individual members of the Committee shall have any liability for decisions made, or not made, by the Committee so long as such decisions are made in good faith and are not arbitrary or capricious. Any errors in or omissions from the plans or the site plan submitted to the Committee shall be the responsibility of the owner of the lot to which the improvements relate, and the Committee shall have no obligation to check for errors in or omissions from any such plans, or to check for such plans' compliance with the general provision of this Declaration, City codes, state statutes or the common law, whether the same relate to lot lines, structure lines, easements or any other issue. This Section will also apply to the members of the Record Owners' Committee if such a committee comes into existence pursuant to Section 2.6.

ARTICLE III

SPECIAL FENCING AND LANDSCAPING AND GRADING PLAN

Section 3.1 Fences, Grading Plan, Walls and Sprinkler Systems. For a period of ten (10) years after the recording of this document, Declarant, and the Association if it has been formed according to this Declaration, shall have the right to erect, install, maintain, repair and/or replace fences, walls and/or sprinkler systems within those portions of any lot which are located outside the building, setback or sight lines, including all public rights-of-way and easements located on or contiguous to any lot, as established by the Plat, this document or any governmental entity (being referred to herein as the "Restricted Area"). Any fence, wall or sprinkler system shall be the property of the owner of the lot on which such fence, wall or sprinkler system is erected or installed, subject to the easements and rights of Declarant and the Association set forth in this document. No fence, wall or sprinkler system shall be erected or installed in the Restricted Area by the owner thereof without the prior written consent of Declarant, the Committee and the Association.

Section 3.2 Landscaping. Except for landscaping by Declarant, no landscaping may be installed without the prior written approval by the Committee of a landscape plan showing the proposed landscape design, plant and other materials, irrigation layout and other details, and describing bed preparation, planting details, fencing, edging, exterior lighting, and other matters required by the Committee. Declarant or the Association shall have the right to grade, plant and/or landscape and maintain, repair, replace and/or change such grading, planting and landscaping on any portion of the Common Area. Each lot on which a structure is constructed shall have landscaping, including, but not limited to, shrubs, flowers, trees, ground cover and grass, of a sufficient quality, quantity and design to be compatible with landscaping on adjoining lots and the neighborhood setting intended for the Addition. Landscaping of a lot, which must include a sprinkler system for the front yard (and on corner lots, sprinkler systems for sideyards visible from any public right-of-way), shall be completed within thirty (30) days after the date on which the house receives a Certificate of Occupancy from the City. All sprinkler systems shall have a rain sensor so that the sprinklers shut off in the event of rain. Lot owner shall use reasonable efforts to preserve, keep and maintain the landscaping in a healthy and attractive condition. No wooden retaining walls shall be permitted. Lot owner shall use reasonable efforts to preserve, keep and maintain the landscaping in a healthy and attractive condition. No wooden retaining walls shall be permitted in the front yard nor where visible from any public right-of-way. The Committee may require the owner of any lot to plant and maintain as many as four (4) trees provided by Declarant in locations specified by the Committee. Any such tree(s) shall, if required by the Committee, be replaced by the lot owner if said tree(s) does not survive. The Committee may limit tree, shrubbery, ground cover, grass, edging, flowers, and other materials for use in front and sideyard landscaping to those items which it lists, if at all, from time to time in the Standards of the Addition. Tree type may be selected by the Committee.

Section 3.3 Easement. The Declarant, the Association and the Committee each shall have, and hereby reserve, the right and easement to enter upon the Restricted Area for the purpose of exercising the discretionary rights set forth in this Declaration.

Section 3.4 Maintenance by Individual Lot Owner. In the event the Declarant, the Association or the Committee does not maintain or repair any fences, walls, grading, planting or landscaping erected, installed or situated within the Restricted Area of any lot, then the owner of such lot shall, at their expense, perform such maintenance and repair work as is necessary to maintain such fences, walls, grading, planting and landscaping in good and neat condition and appearance; provided, however, that the lot owner shall give the Committee and the Association ten (10) business days' written notice before doing any maintenance other than mowing, edging, and trimming. So long as the Restricted Area and any fences, walls, grading, planting and landscaping thereon are being reasonably maintained and repaired by the Committee and the Association, the owner of such lot shall not perform any maintenance or repair work within such Restricted Area without the prior written consent of the Committee and the Association.

Section 3.5 The Committee's Discretion. Notwithstanding any provisions herein to the contrary, neither the Declarant, the Association, nor the Committee shall ever be obligated to erect, install, maintain, repair or replace any fences, walls, sprinkler systems, grading, planting or landscaping on any lots.

Section 3.6 Grading Plan. Unless otherwise approved by the Committee, the owner of each lot shall strictly adhere to the lot grading plan attached hereto as Exhibit B (the "Grading Plan") and shall have an affirmative obligation to maintain the Grading Plan in all respects. Each owner hereby covenants and agrees to strictly adhere to the following obligations:

- (a) The owner of each lot shall maintain drainage flows as shown on the Grading Plan and keep properly graded any channel or swale (i) which is located on the lot prior to the conveyance of the lot to the lot owner or (ii) required for compliance with the Grading Plan. The owner of each lot shall keep any such channel or swale free and clear at all times of debris and keep grass therein mowed to a height not to exceed two inches;
- (b) The owner of each lot shall build any side or rear lot line fence approved by the Committee that extends across a channel or swale so that no more than 50% of the swale width is closed by fence material. For purposes of this section, "channel width" and "swale width" shall be defined as that cross-section triangular area which is formed by the walls of the swale or channel and the line connecting the tops of the two walls of the swale or channel. Fifty percent (50%) or more of the swale or channel width shall be left open, as required by the Engineering Department of the City of Colleyville and the Committee. This specification can be achieved by alternating fence slats with open gaps where the fence protrudes into the channel width or swale width.

ARTICLE IV

ASSESSMENTS

Section 4.1 Assessments: Creation of Lien and Personal Obligation. Each owner of any Lot shall, by acceptance of the deed thereto, whether or not it shall be so expressed in each such deed or conveyance, be deemed to have covenanted and agreed to pay to the Declarant and/or Association (when it is created) the following:

- (a) Periodic assessments;
- (b) Special assessments, such as those for capital improvements or for special maintenance needs;
- (c) Individual special maintenance assessments levied against individual Owners for maintenance and repairs caused by [the willful and negligent] act(s) of the

Owner or its contractors, subcontractors, suppliers and employees and not caused by ordinary wear and tear;

- (d) Cleanup assessments (see Section 4.3);
- (e) Individual special maintenance assessments levied against individual lot owners for violations of this Declaration (See Section 4.4); and
- (f) Charges for the enforcement of the payment of assessments as set forth herein.

Each of the above assessments, except as otherwise established herein, shall be fixed, established and collected from time to time as provided by the Property Owners' PROPERTY OWNERS' ASSOCIATION Document (herein so called) to be created pursuant to Section 5.14 of this Declaration. Each of the above assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on and a continuing lien against the Lots upon which each such assessment is made. Each such assessment, together with interest thereon and cost of collections thereof, including reasonable attorneys' fees, shall also be the personal obligation of the Owner of the Lot assessed at the time the assessment is made.

Section 4.2 Purpose of Assessment. The assessments levied by the Declarant and/or the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the Owners in the use of the Addition and as otherwise provided in the Property Owners' PROPERTY OWNERS' ASSOCIATION Documents.

Section 4.3 Individual Special Assessment. At the commencement of any construction on any Lot, the Owner of such Lot shall begin to pay to the Declarant or, if formed, to the Association a monthly cleanup assessment as is established from time to time by the Declarant or, if formed, by the Association. The cleanup assessment shall be used to reimburse the Declarant and/or the Association for the cost of removing trash, debris, and garbage from, and otherwise to mitigate any damage to the streets, lots and the common areas within the Addition due to construction or related activity.

Section 4.4 Individual Special Assessment. In the event that any Owner violates any provision in this Declaration, such Owner shall be notified in writing by the Declarant or the Committee, or, if formed, the Association and shall be assessed \$10.00 per day that the violation exists, continuing up and until the day that such violation is cured, such amount being payable to the Declarant or, if formed, the Association. At its sole option and in its sole discretion, the Declarant or the Committee, or if formed, the Association may, upon receiving a written request, waive the Individual Special Assessment set forth in this Section 4.4.

Section 4.5 Subordination to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon a Lot subject to assessment, provided, however that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure or other proceeding or conveyance in lieu of foreclosure. Such sale or transfer shall not release such Lot or its Owner from liability for any assessment thereafter coming due nor for a lien or purchase of any such assessment.

Section 4.6 Remedies of Declarant and/or Association. If any assessments provided for herein or in the Property Owners' PROPERTY OWNERS' ASSOCIATION Documents are not paid when due, then the amount of such assessment shall, together with interest thereon and cost of collection thereof as hereinafter provided, forthwith become a continuing lien on the Lot against which such assessment was made and shall bind such Lot in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain a personal obligation and shall not pass to any successors entitled unless expressly assumed by them.

If any assessment is not paid within fifteen (15) days after its due date, the assessment shall be increased

by a late charge of \$50 and shall bear interest from the date of delinquency at the rate of 10% per annum, and the Declarant or, when formed, the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot against which such assessment is made and there shall be added to the amount of such assessment the cost of preparing and filing the petition in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the court, together with the cost of action. No Owner may waive or otherwise escape liability for the assessments provided for herein or in the Property Owners PROPERTY OWNERS' ASSOCIATION Documents by non-usage of any part of the Addition, Common Areas or abandonment of the Lot.

The PROPERTY OWNERS' ASSOCIATION shall adopt reasonable guidelines to establish an alternative payment schedule by which Owners may make partial payments to the PROPERTY OWNERS ASSOCIATION for delinquent regular or special assessments or any other amount owed to the PROPERTY OWNERS' ASSOCIATION without accruing additional monetary penalties (which monetary penalties shall not include reasonable costs associated with administering the payment plan or interest.) The PROPERTY OWNERS' ASSOCIATION shall file the guidelines for this Section in the Real Property Records of Tarrant County, Texas.

ARTICLE V

GENERAL PROVISIONS

Section 5.1 Registration with the Association. Each and every Owner shall have an affirmative duty and obligation to provide, within fifteen (15) days after such Owner acquires one or more Lots, and thereafter revise and update, within fifteen (15) days after a material change has occurred, various items of information to the Association such as: (a) the full name, address and email address of the Owner; (b) the full name of each individual family member who resides within the Residence of the Owner; (c) the business address, occupation and telephone numbers of each Owner; (d) the description and license plate number of each automobile owned or used by Owner and brought within the Property; and (e) such other information as may be reasonably requested from time to time by the Association.

Section 5.2. Activation. At or before the earlier of the expiration of the Development Period, or the election of a Board of Directors by the Members other than the Class C Member, Declarant shall transfer control to the Association over any utilities related to the Common Area.

Section 5.3 Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the property lines to the residences. Declarant reserves the right to make ownership of utility service lines from the property lines to the residences. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements. By acceptance of a deed to any lot, the owner thereof covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may traverse a portion of the lot.

Section 5.4 Recorded Plat and other Recorded Instruments. All dedications, limitations, restrictions and reservations shown on the Plat and any other matters of record are incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by Declarant, conveying lots in the Addition, whether specifically referred to therein or not.

Section 5.5 Lot Maintenance. The owner and occupant of each lot shall cultivate an attractive ground cover or grass on all yards visible from the street, shall maintain the yards (including rights-of-way contiguous with the lot) in a sanitary and attractive manner and shall edge the street curbs that runs along the property line and all driveways and sidewalks on the lot. Grass, weeds and vegetation on each lot must be kept mowed at regular intervals so as to maintain the property in a neat and attractive manner. No vegetables shall be grown in any location which is visible from a public right-of-way. No lot

owner on which a house is under construction or complete shall permit weeds or grass to grow to a height of greater than four inches (4") upon the lot without Committee approval. No foundation planting, shrub or other vegetation near the house shall be allowed to grow above the bottom of any window. If, after ten (10) days' prior written notice, an owner of a lot shall fail to:

- (a) control weeds, grass and/or other unsightly growth;
- (b) remove trash, rubble, building and construction debris;
- (c) exercise reasonable care and to prevent or remedy an unclean, untidy or unsightly condition; or
- (d) otherwise satisfy the aforesaid maintenance requirements, then the Declarant, the Committee and the Association each shall have the authority and right, but not the obligation, to go onto the subject lot for the purpose of mowing and/or cleaning said lot or to otherwise effect the aforesaid maintenance requirements and shall have the authority and right to assess and collect from the owner of said lot the amount so expended by any of them in connection with mowing, cleaning or otherwise maintaining said lot on each respective occasion of such mowing, cleaning or maintenance. In the event an owner of a lot does not pay such an assessment within fifteen (15) days after the date of the invoice for such assessment, such owner shall also be obligated to pay whichever of the Declarant, the Committee or the Association that has performed the aforesaid maintenance, interest thereon from said date until paid at the lesser of the maximum rate permitted by applicable law or eighteen percent (18%) per annum and the costs of collection thereof.

Section 5.6 Maintenance of Improvements. Each lot owner shall maintain the exterior of all buildings, fences, walls and other improvements on his lot in good condition and repair, and shall replace worn and rotten parts, and shall regularly repaint all painted surfaces and shall not permit the deterioration of roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, or other exterior portions of the improvements.

Section 5.7 Mortgages. It is expressly provided that the breach of any of the foregoing covenants, conditions and restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to the same premises or any part thereof encumbered by such mortgage or deed of trust, but said covenants, conditions and restrictions shall be binding thereto as to lots acquired by foreclosure, trustee's sale or otherwise, as to any breach occurring after such acquisition of title.

Section 5.8 Development Period.

During the Development Period, Declarant reserves all rights and privileges described in section 209.002 (4-a) of the Texas Property Code, including, specifically, the right to:

- (a) add or withdraw real estate from the purview of this Declaration and the Association;
- (b) amend the Declaration acting alone;
- (c) appoint the Board of Directors
- (d) appoint the members of the Committee;
- (e) use one or more Lots for model home(s), and consent to the use of Lots by other Builders as model home(s), which may include offices and storage areas;
- (f) install, and permit Builders to install, signs, lighting, decorative items and other promotional items on the Lots and to have and sponsor marketing events at the Lots;

- (g) change Lot size or configuration and revise any plat of any Lots;
- (h) resolve any conflicts within this Declaration or between this Declaration and any other documents attached hereto.

All decisions regarding any of the foregoing may be made by Declarant at its discretion.

Declarant may voluntarily terminate the Development Period at any time by signing and acknowledging a notice so stating that is recorded in the Real Property Records of the County. The Development Period shall continue even if Declarant no longer owns any portion of the Property.

Term. The foregoing covenants and restrictions shall run with and bind the land and shall remain in full force and effect for a term of thirty (30) years after this Declaration is recorded. They shall be automatically extended for successive periods of ten (10) years, as amended from time to time as provided herein or as allowed by applicable law.

Section 5.7 Severability. If any condition, covenant or restriction herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other condition, covenant or restriction, each of which shall remain in full force and effect.

Section 5.8 Binding Effect. Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Addition (and Additional Phases, if any, as described in Section 5.15 hereof) it being understood that such conditions, covenants, restrictions and agreements are not for the benefit of the owner of any land except land in the Addition (and Additional Phases, if any) and the same shall inure to the benefit of owners of land in the Addition (and Additional Phases, if any) and Declarant, its successors and assigns. This instrument, when executed, shall be filed of record in the deed records of the County so that each and every owner or purchaser of any portion of the Addition (and Additional Phases, if any) is on notice of the conditions, covenants, restrictions and agreements herein contained.

Section 5.9 Enforcement. Declarant, the Committee, the Association and/or the owner of any lot in the Addition (and Additional Phases, if any) shall have the easement and right to have each and all of the foregoing restrictions, conditions and covenants herein faithfully carried out and performed with reference to each and every lot in the Addition (and Additional Phases, if any), together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance thereof, it being the intention hereby to attach to each lot in the Addition (and Additional Phases, if any), without reference to whom it was sold, the right and easement to have such restrictions, conditions and covenants strictly complied with, such right to exist with the owner of each lot and to apply to all other lots in the Addition (and Additional Phases, if any) whether owned by the undersigned, its successors and assigns, or others. Failure by any lot owner, including Declarant, the Committee, or the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5.10 Definition of "Owner". As used herein, the term "owner" shall refer to the record owner, whether one or more persons or entities (including contract sellers), of the fee simple title to a lot on which there is or will be built a single-family residence, but not including those having an interest merely as security for the performance of an obligation.

Section 5.11 Other Authorities. If other authorities, such as the City or County, impose more demanding, expensive or restrictive requirements than those set forth herein, the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those set forth herein shall not supersede or diminish the requirements herein.

Section 5.12 Addresses. Any notices or correspondence to an owner of a lot shall be addressed to the street address of the lot in the event the house on the lot has been conveyed to a homeowner, or to the

street address shown on the lot sale contract between Declarant and the homebuilder in the event the house on the lot has not been conveyed to a homebuyer. Any notices or correspondence to the Declarant or to the Committee shall be addressed to the address shown opposite the signature of Declarant below or to such other address as is specified by the Declarant or the Committee pursuant to an instrument recorded in the deed records of the County. Any notices or correspondence to the Association shall be addressed to the address specified in the Association documents.

Section 5.13 Lot Owners' Election to Assume Declarant's or Committee's Functions. If at any time prior to the formation of the Association the owners of a majority of the lots in the Addition (and Additional Phases, if any) execute and record a document stating their intent and desire to perform some or all of Declarant's or the Committee's landscape maintenance, approval, or other rights or functions hereunder ("Responsibilities"), and if such document provides a reasonable procedure for notifying and assessing all owners and for delegating the Responsibilities and performing such Responsibilities, and, if Declarant and the Committee consent to such delegation, and, if such document is approved and executed by Declarant and the Committee, then such owners shall be entitled to all the discretion, authority, easements and rights of Declarant and the Committee with respect to the matters as to which the lot owners elect to assume responsibility. Lot owners' rights obligations under this Section 5.13 shall automatically terminate upon the formation of the Association defined in Section 5.14.

Section 5.14 Declarant to Form Property Owners Association. Prior to the closing of the sale of the last lot in the Addition to any entity, Declarant shall form either a property owners' association or a common area PROPERTY OWNERS' ASSOCIATION with Certificate of Formation, by-laws, and all other pertinent documents and 100% of the owners of the lots in the Addition (and Additional Phases, if any) shall automatically become members of the Association (the "Association") and the lots in the Addition (and Additional Phases, if any) shall be subject to the Association documents. The Association shall promptly accept maintenance responsibility for common areas in the Addition and any other area in and adjacent to the Addition that Declarant determines in its sole discretion. The maximum annual assessment for each lot owner shall be fixed by the Board of Directors of the Association and will be payable by each lot owner monthly (or otherwise as determined by the Board of Directors), the first payment being due for each lot on the first day of each month which follows the closing of the sale of that lot to the lot owner (the "Association Assessment"). After the Association is formed, then at a time to be at Declarant's sole discretion, the Association shall take title to (and maintenance responsibility for) any common area in the Addition and any other area in and adjacent to the Addition that Declarant determines in its sole discretion.

For purposes of forming the Association, the by-laws and other pertinent documents of the Association shall be those produced by Declarant, in Declarant's sole discretion. The Association documents shall provide a mechanism for the possible annexation of Additional Phases as defined in Section 5.15 of this Declaration, which annexation shall be at Declarant's sole discretion. By means of said documents, Declarant may elect to control all matters of the Association until as long as six (6) months after the closing of the sale of the last lot in the Addition to any entity. The Additional Phases may include additional areas for maintenance by the Association, including but not limited to additional right-of-way and park land.

Section 5.15 Amendment. Until the sale by Declarant of all the total number of lots in the Addition to entities unrelated to Declarant, Declarant may, in its sole discretion, abolish or amend the Declaration in whole or in part including but not limited to adding additional lots and/or phases to the description of the property cited in the first paragraph of this Declaration and/or adding additional declarant(s) which own property other than that described hereinabove in order to extend this Declaration to said property, such addition(s) to be known as the "Additional Phases" and/or adding any Association Documents to this Declaration. In the event Additional Phases are added to the description of the property encumbered by this Declaration, then the right of Declarant(s) to amend this Declaration shall be extended until the sale by Declarant(s) (or any related entities) of all the total number of lots in the Addition, including the Additional Phases.

Subsequent to such sale of all the lots in the Addition (and Additional Phases, if any), such covenants,

conditions and restrictions may be amended with the consent of sixty-seven percent (67%) or more of the outstanding votes of the Association evidenced by a written document recorded in the county records bearing each of their signatures; provided, however, that for the ten (10) years following the recording of this Declaration, no amendment of the covenants, conditions and restrictions set forth herein shall be valid or effective without the joinder of Declarant.

Section 5.16 Declarant/Committee Interchangeable Rights and Duties. Except for Section 5.15 of this Declaration by which Section the right to amend this Declaration is limited to Declarant, all rights and duties of Declarant shall be exercisable by the Committee and all rights and duties of the Committee shall be exercisable by the Declarant.

EXECUTED November 1, 2021

OAK ALLEY DEVELOPMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY

BY: _____

JIMMY COX, VICE PRESIDENT

OAK ALLEY OWNER'S ASSOCIATION, INC. A TEXAS CORPORATION

BY: _____

BURK COLLINS, PRESIDENT

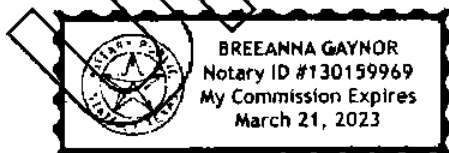
BURLEY BURK COLLINS

GLORIA JEAN COLLINS

STATE OF TEXAS

COUNTY OF Tarrant

THIS INSTRUMENT was acknowledged before me on November 1, 2021, by JIMMY COX, VICE PRESIDENT of OAK ALLEY DEVELOPMENT, LLC, a Texas limited liability company, on behalf of said company.



Notary Public, State of Texas

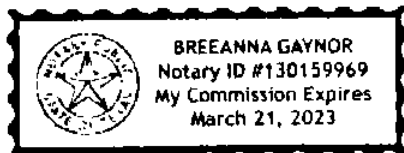
Notary's Printed Name: Breeanna Gaynor

My Commission Expires: 3.21.23

STATE OF TEXAS)

COUNTY OF Tarrant)

THIS INSTRUMENT was acknowledged before me on November 1, 2021, by _____
 BURK COLLINS, PRESIDENT of OAK ALLEY OWNERS ASSOCIATION, INC. A TEXAS CORPORATION,
 on behalf of said corporation.



Breeanna Gaynor

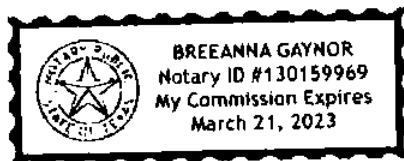
Notary Public, State of Texas

Notary's Printed Name: Breeanna GaynorMy Commission Expires: 3-21-23

STATE OF TEXAS)

COUNTY OF Tarrant)

THIS INSTRUMENT was acknowledged before me on November 1, 2021, by BURLEY
 BURK COLLINS AND SPOUSE, GLORIA JEAN COLLINS.



Breeanna Gaynor

Notary Public, State of Texas

Notary's Printed Name: Breeanna GaynorMy Commission Expires: 3-21-23

The undersigned, being owners of property affected by the foregoing Declaration, join in the execution hereof for the purpose of ratifying, affirming and approving the Declaration of Covenants.

NICHOLAS SMITH, OWNER OF LOT 2

TATIANA SMITH, OWNER OF LOT 2

REYES LOZANO, OWNER OF LOT 23

MARIBEL LOZANO, OWNER OF LOT 23

JAMES S. MCKINNON, OWNER OF LOT 32

VICKIE S. MCKINNON, OWNER OF LOT 32

MMK INVESTMENTS LLC, A TEXAS LIMITED
LIABILITY COMPANY, OWNER OF LOT 29

BY:

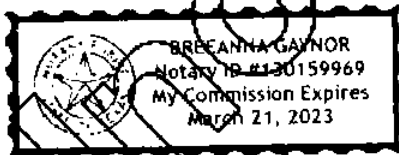
NAME:

TITLE:

STATE OF TEXAS

COUNTY OF Tarrant

THIS INSTRUMENT was acknowledged before me on November 1, 2021, by NICHOLAS SMITH AND SPOUSE, TATIANA SMITH.



Breeanna Gaynor
Notary Public, State of Texas

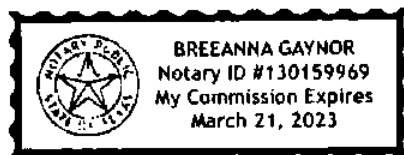
Notary's Printed Name: Breeanna Gaynor

My Commission Expires: 3-21-23

STATE OF TEXAS)

COUNTY OF Tarrant)

THIS INSTRUMENT was acknowledged before me on November 1, 2021, by REYES LOZANO AND SPOUSE, MARIBEL LOZANO.



Breeanna Gaynor
Notary Public, State of Texas

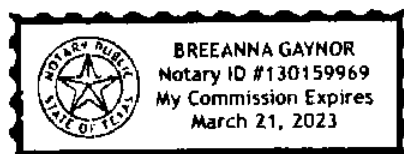
Notary's Printed Name: Breeanna Gaynor

My Commission Expires: 3-21-23

STATE OF TEXAS)

COUNTY OF Tarrant)

THIS INSTRUMENT was acknowledged before me on November 1, 2021, by JAMES S. MCKINNON AND SPOUSE, VICKIE S. MCKINNON.



Breeanna Gaynor
Notary Public, State of Texas

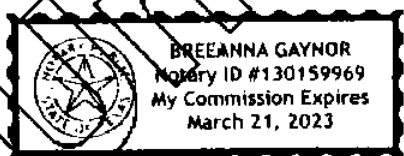
Notary's Printed Name: Breeanna Gaynor

My Commission Expires: 3-21-23

STATE OF TEXAS)

COUNTY OF Tarrant)

THIS INSTRUMENT was acknowledged before me on November 1, 2021, by Trenton Mckinnon, member OF MMK INVESTMENTS LLC, A TEXAS LIMITED LIABILITY COMPANY, ON BEHALF OF SAID LIMITED LIABILITY COMPANY.



Breeanna Gaynor
Notary Public, State of Texas

Notary's Printed Name: Breeanna Gaynor

My Commission Expires: 3-21-23

The undersigned, being a lienholder of the property affected by the foregoing Declaration, joins in the execution hereof for the purpose of consenting to the covenants, conditions and restrictions therein contained and of subordinating said lien to said covenants, conditions, and restrictions.

FIRST LIEN:

~~SOUTHSIDE BANK~~ *Texas Security Bank*

BY: *[Signature]*NAME: *John P. Levinski*TITLE: *SVP - Commercial Real Estate*

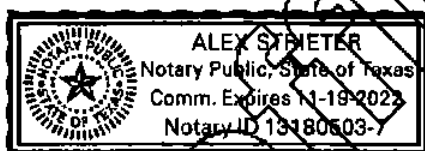
SECOND LIEN:

JIMMY PAXTON, TRUSTEE OF THE BURK AND GLORIA COLLINS TRUST

STATE OF TEXAS)

COUNTY OF *Dallas*)

THIS INSTRUMENT was acknowledged before me on *NOV 2*, 2021, by *John P. Levinski* *SVP - Commercial Real Estate* OF ~~SOUTHSIDE BANK~~ A(N) *Texas Security Bank* ON BEHALF OF SAID *Texas Security Bank*



Alex Strieter
Notary Public, State of Texas

Notary's Printed Name: *Alex Strieter*My Commission Expires: *11-19-2022*

STATE OF TEXAS)

COUNTY OF _____)

THIS INSTRUMENT was acknowledged before me on _____, 2021, by JIMMY PAXTON, TRUSTEE OF THE BURK AND GLORIA COLLINS TRUST.

Notary Public, State of Texas

Notary's Printed Name: _____

My Commission Expires: _____

The undersigned, being a lienholder of the property affected by the foregoing Declaration, joins in the execution hereof for the purpose of consenting to the covenants, conditions and restrictions therein contained and of subordinating said lien to said covenants, conditions, and restrictions.

FIRST LIEN:

SOUTHSIDE BANK

BY: _____
 NAME: _____
 TITLE: _____

SECOND LIEN:

[Signature]
 JIMMY PAXTON, TRUSTEE OF THE BURK AND
 GLORIA COLLINS TRUST

STATE OF TEXAS)

COUNTY OF _____)

THIS INSTRUMENT was acknowledged before me on _____, 2021, by
 _____ OF SOUTHSIDE BANK, A(N)
 _____ ON BEHALF OF SAID _____

Notary Public, State of Texas

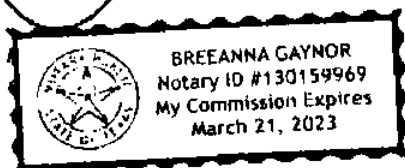
Notary's Printed Name: _____

My Commission Expires: _____

STATE OF TEXAS)

COUNTY OF Tarrant)

THIS INSTRUMENT was acknowledged before me on November 1, 2021, by JIMMY
 PAXTON, TRUSTEE OF THE BURK AND GLORIA COLLINS TRUST.



Notary Public, State of Texas

Notary's Printed Name: Breeanna GaynorMy Commission Expires: 3-21-2023

[illegible]

EXHIBIT "B"

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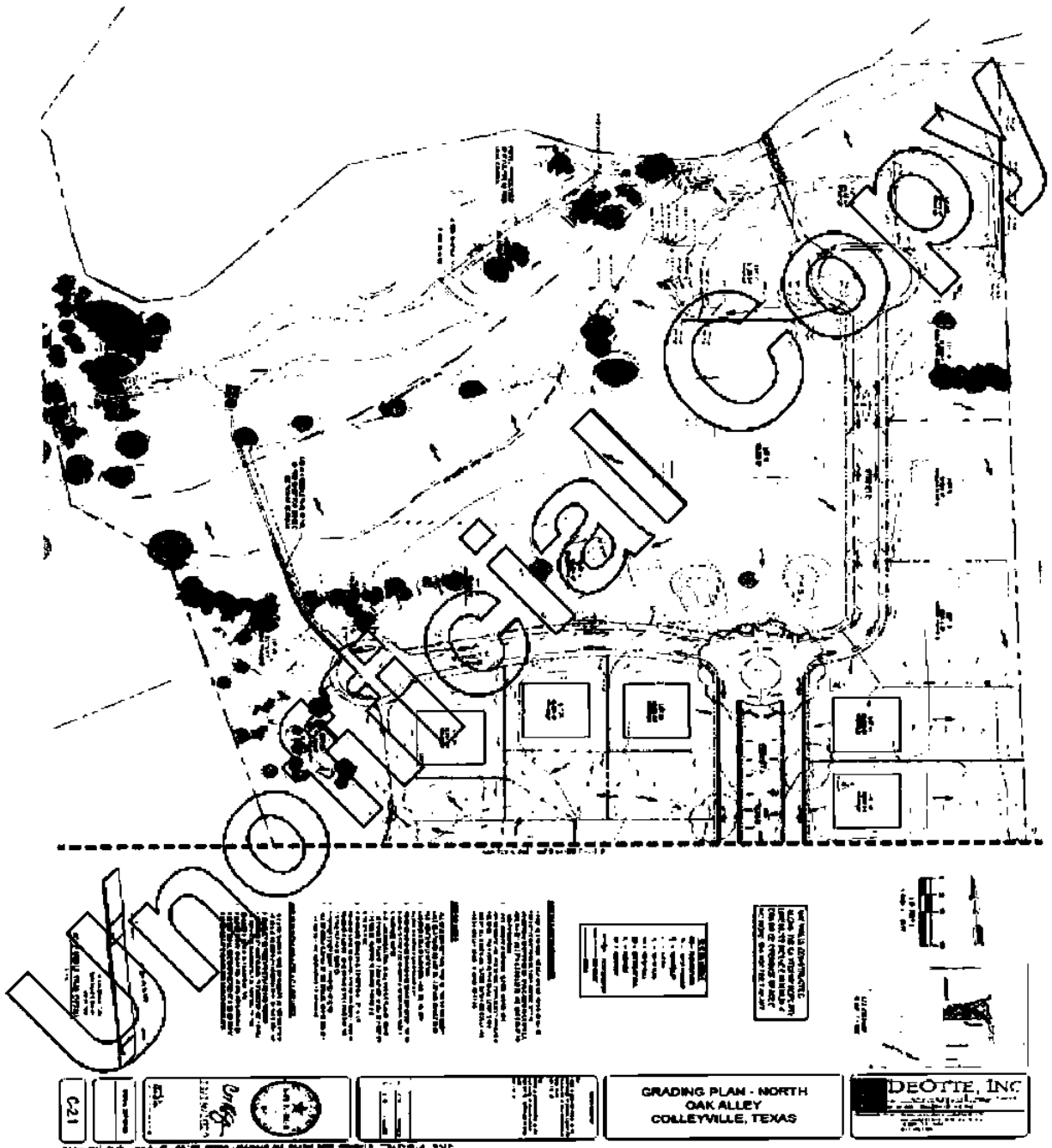
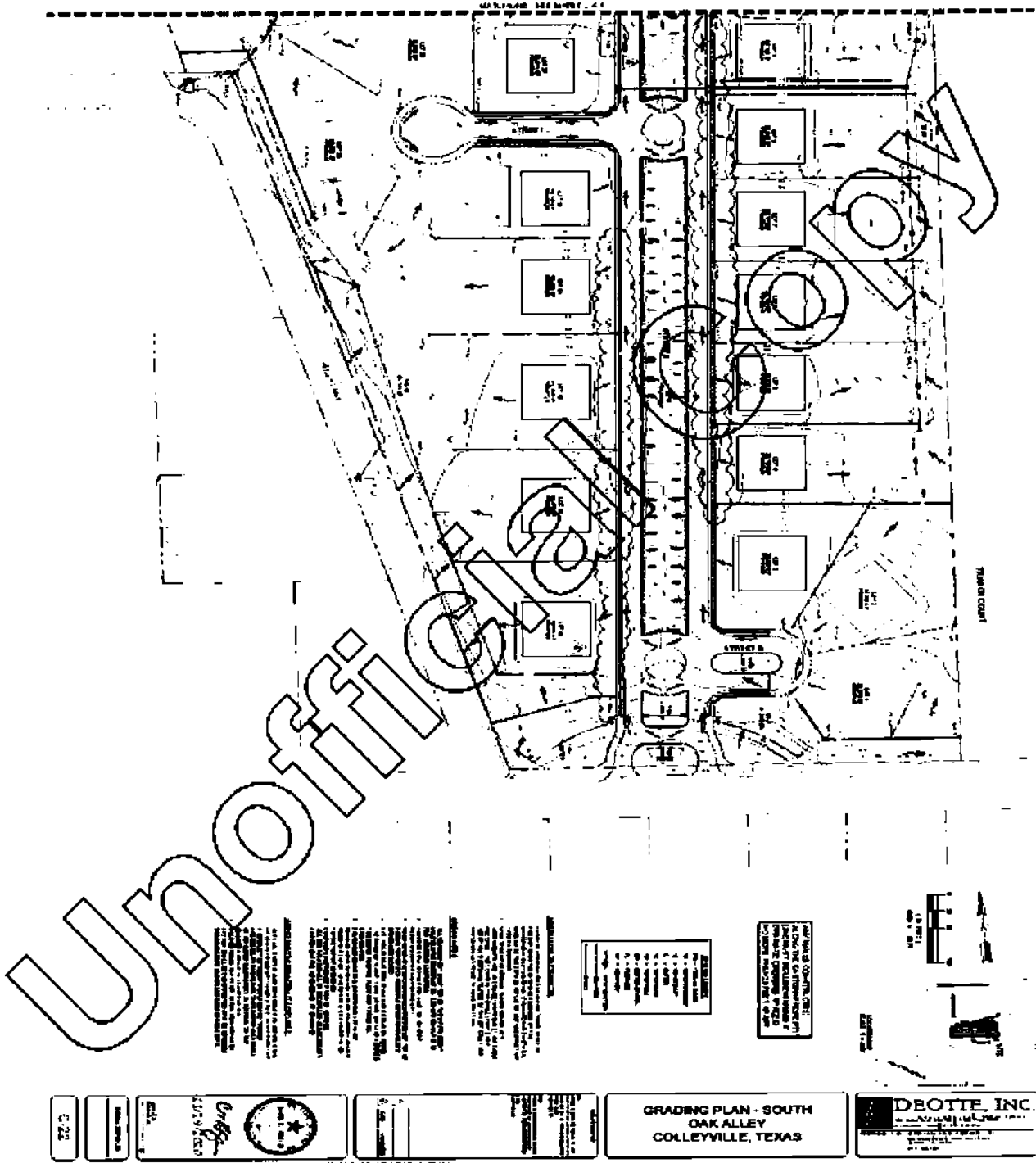


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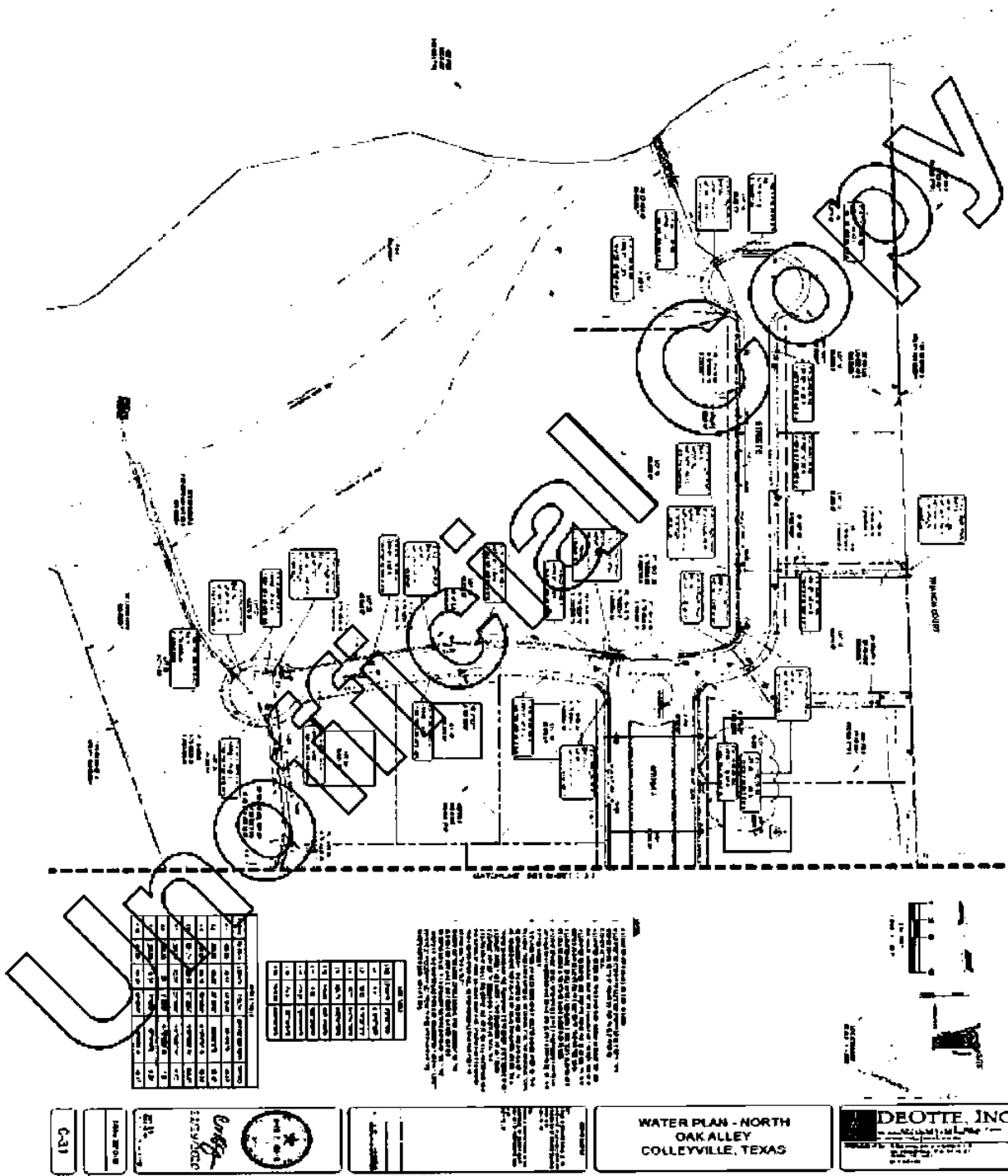


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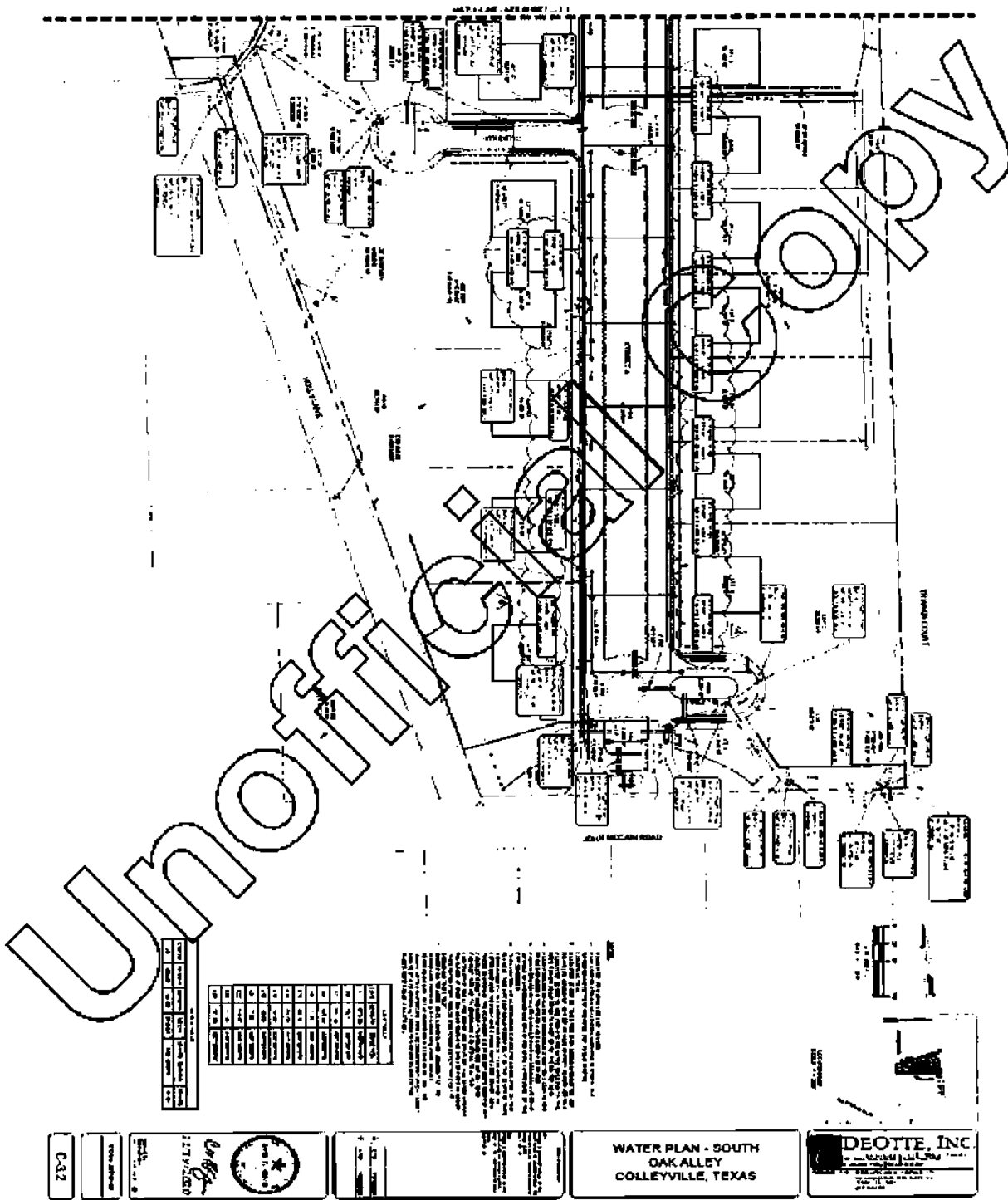


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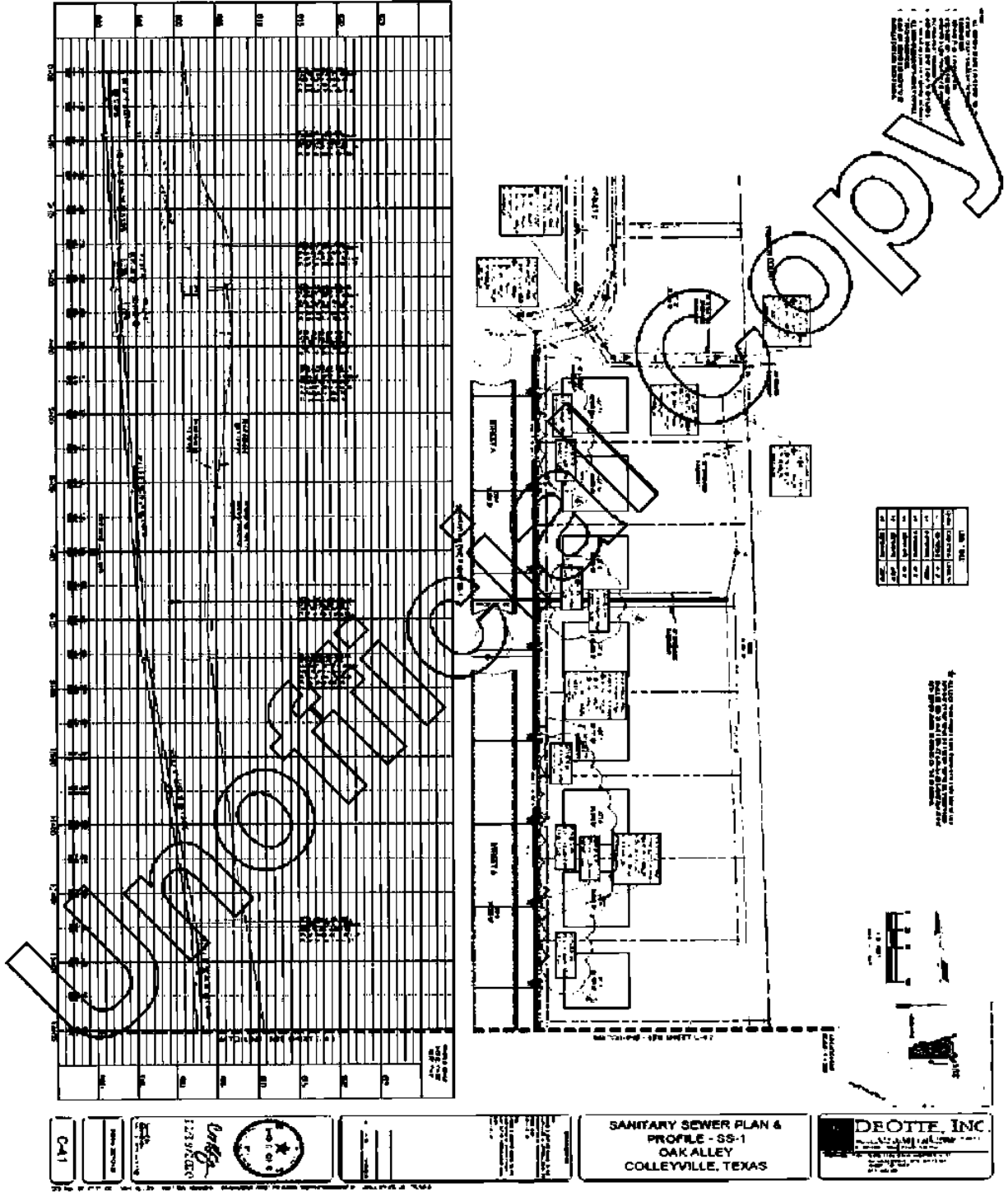


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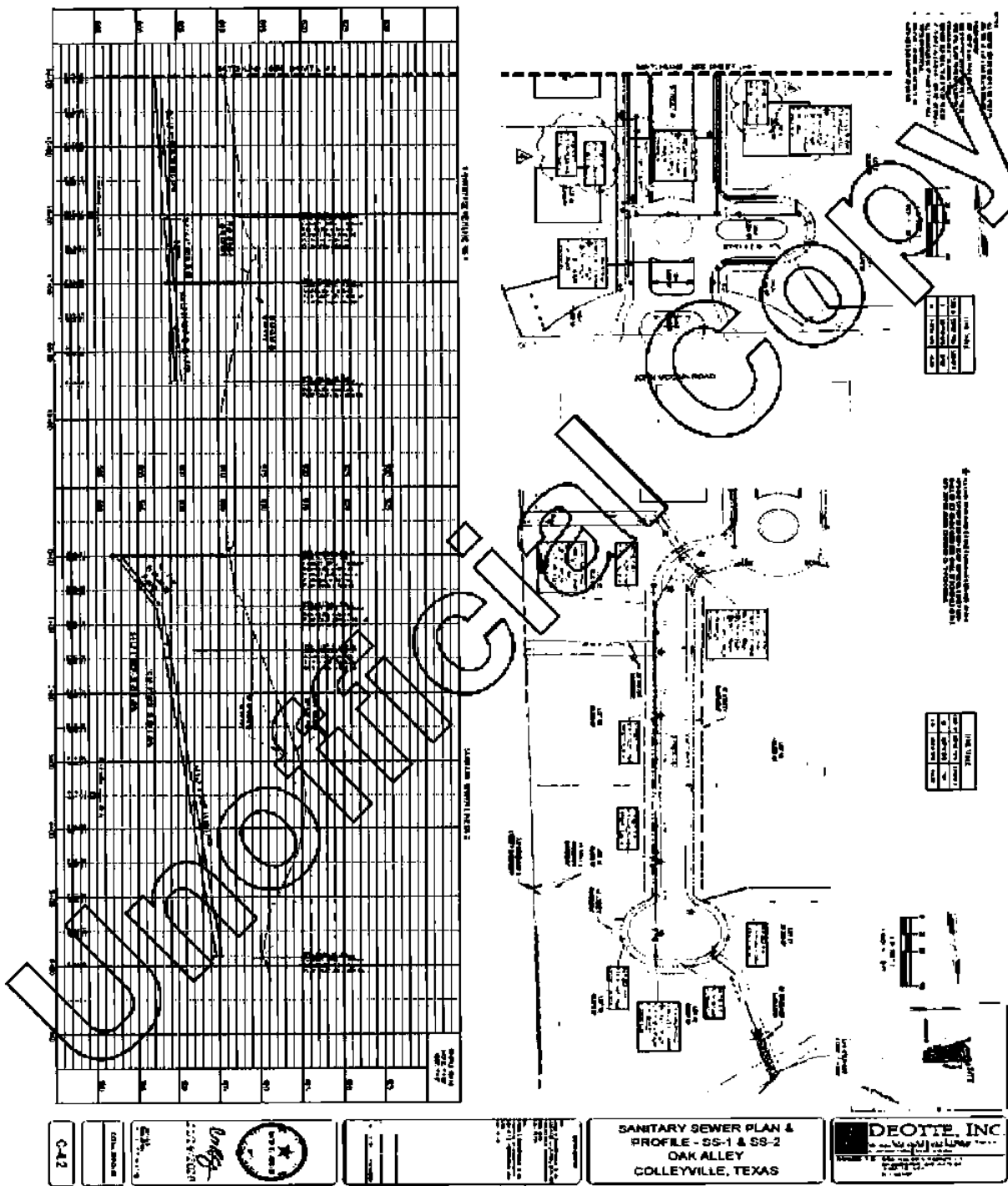


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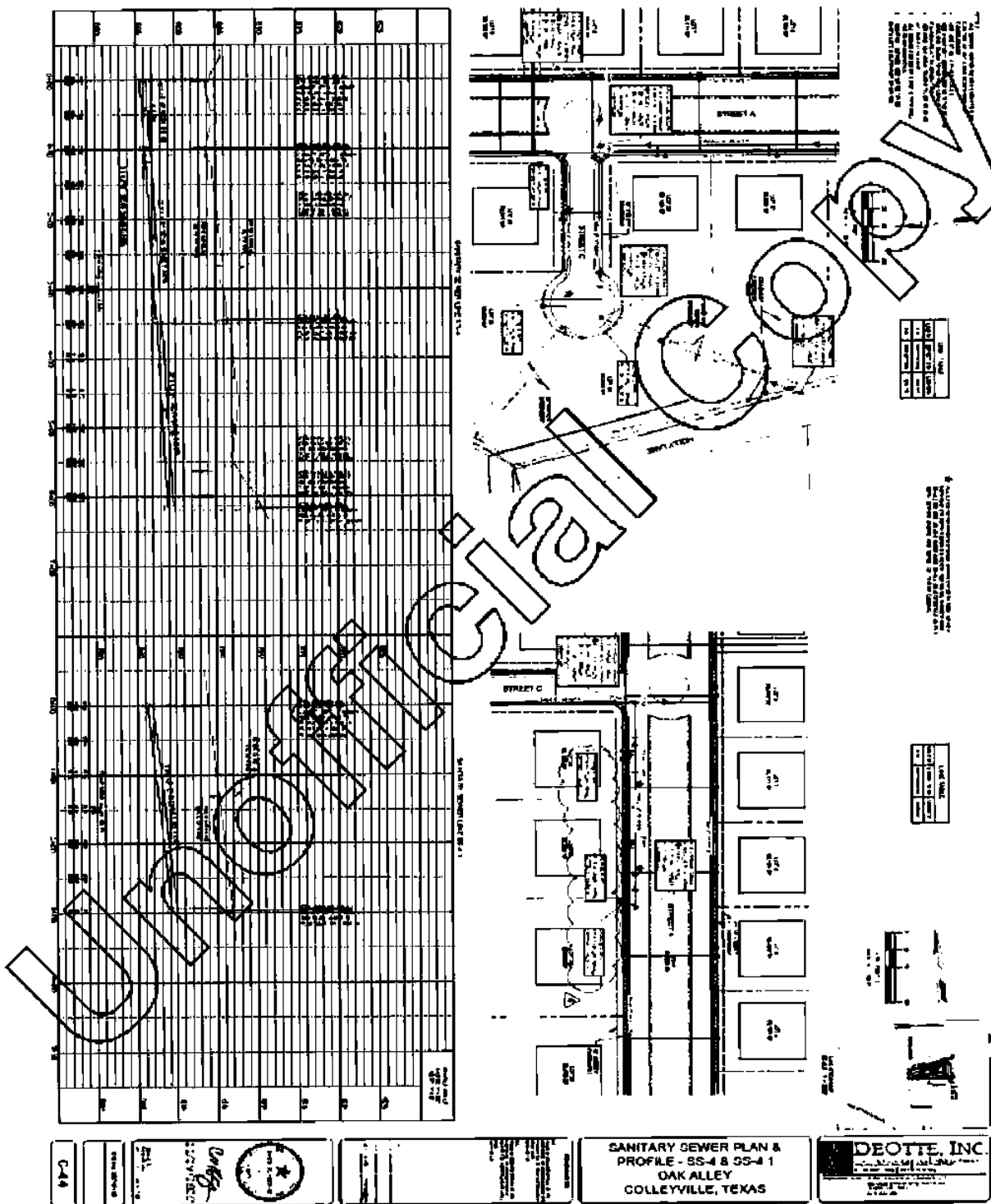


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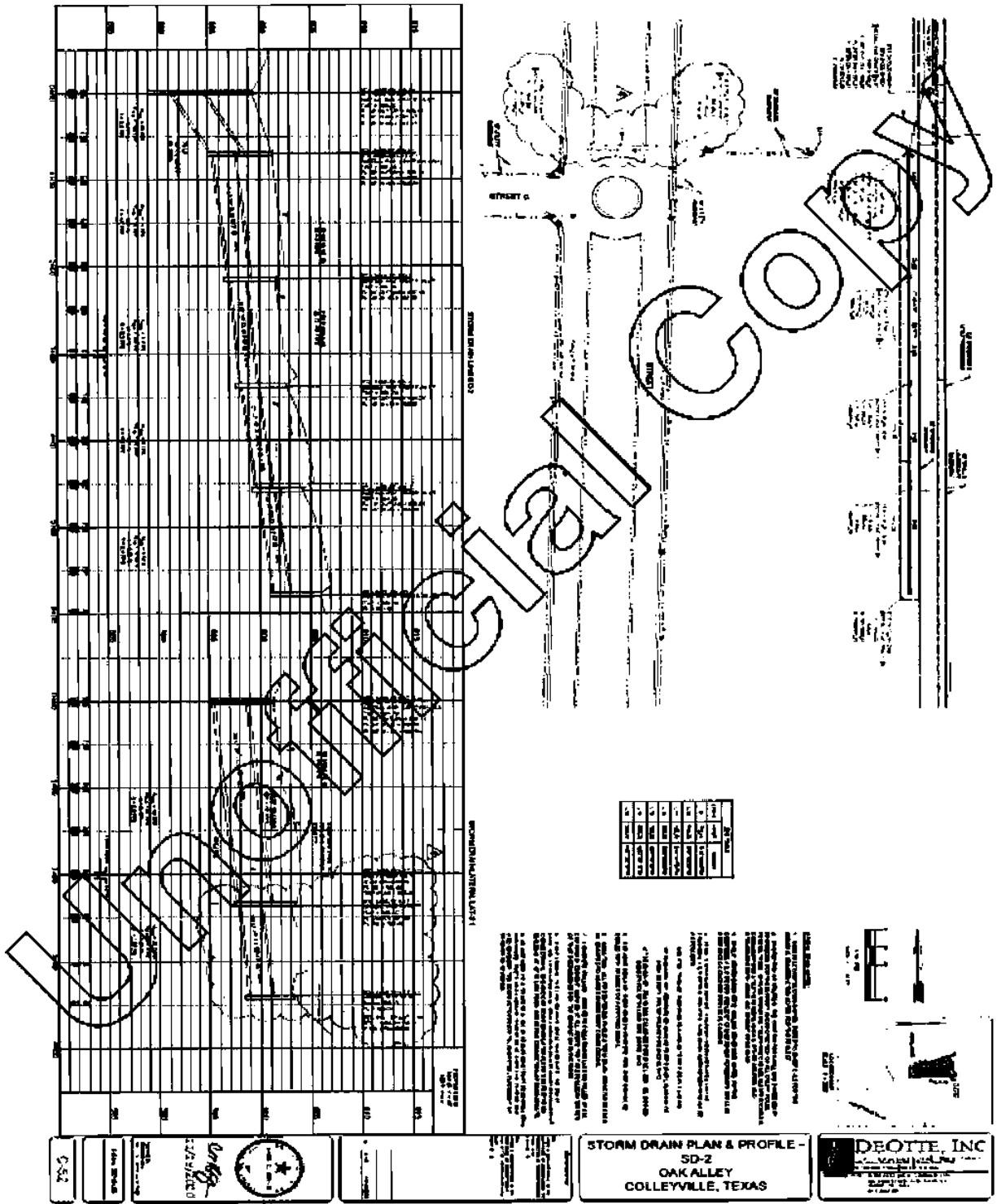
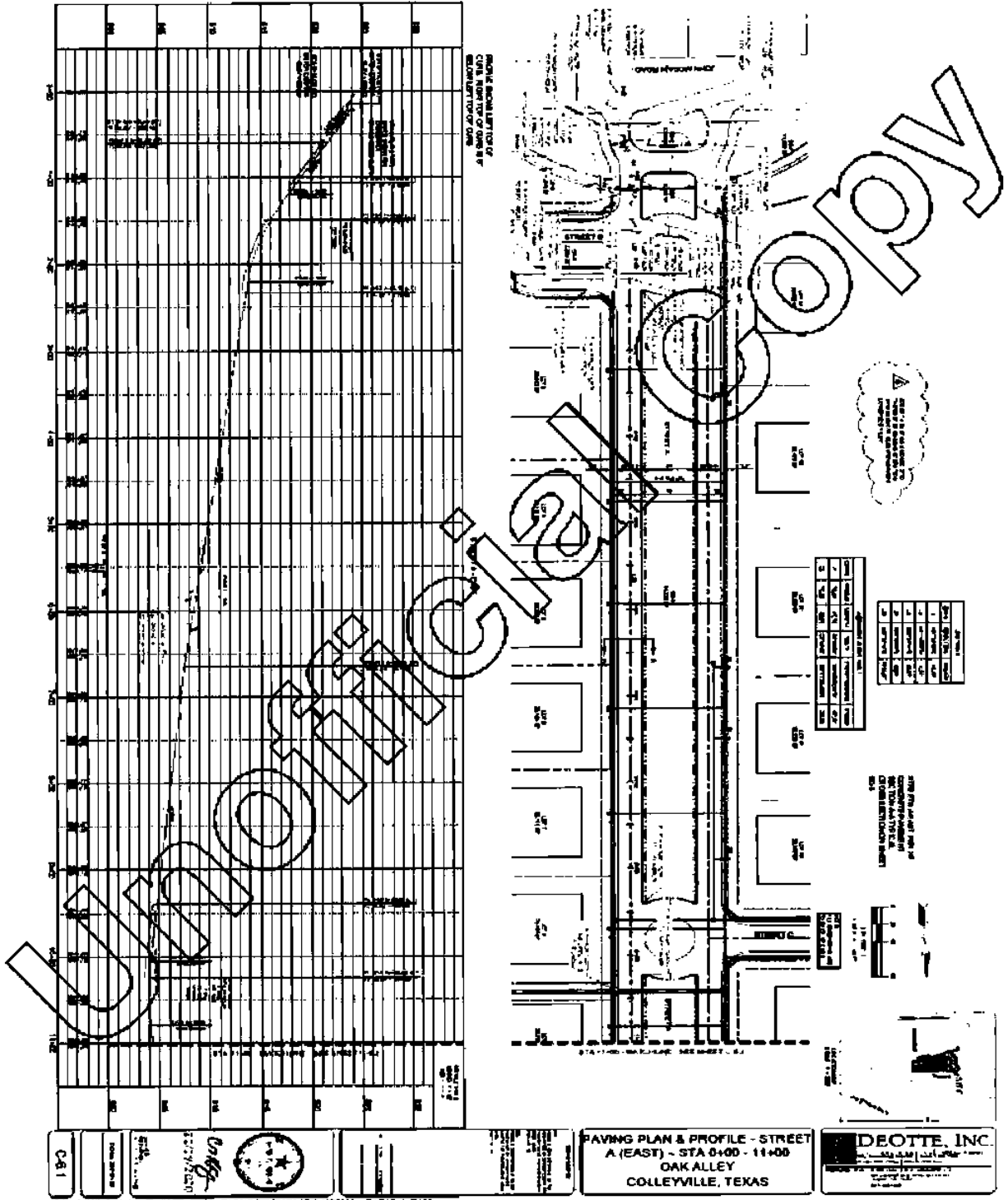


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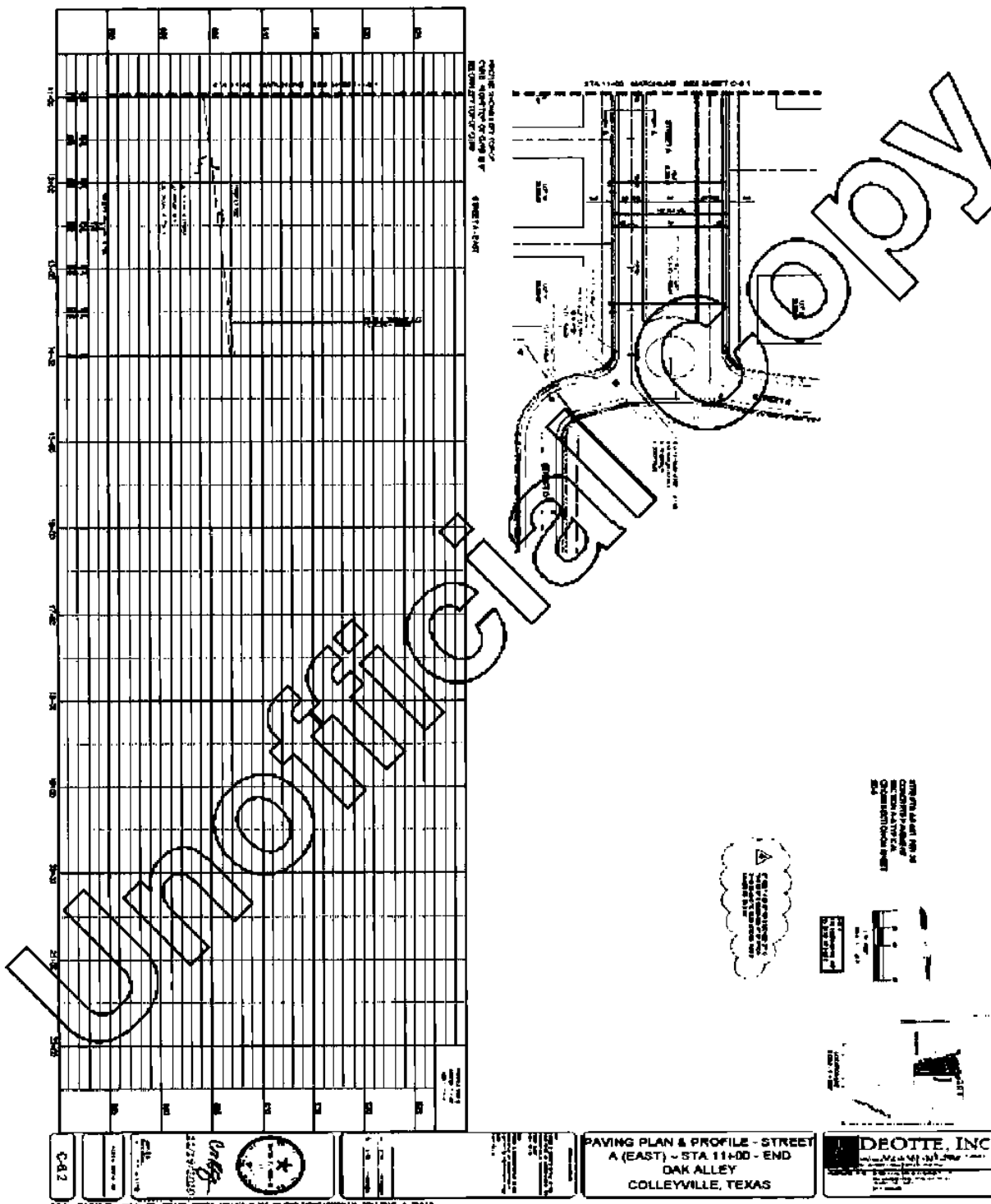


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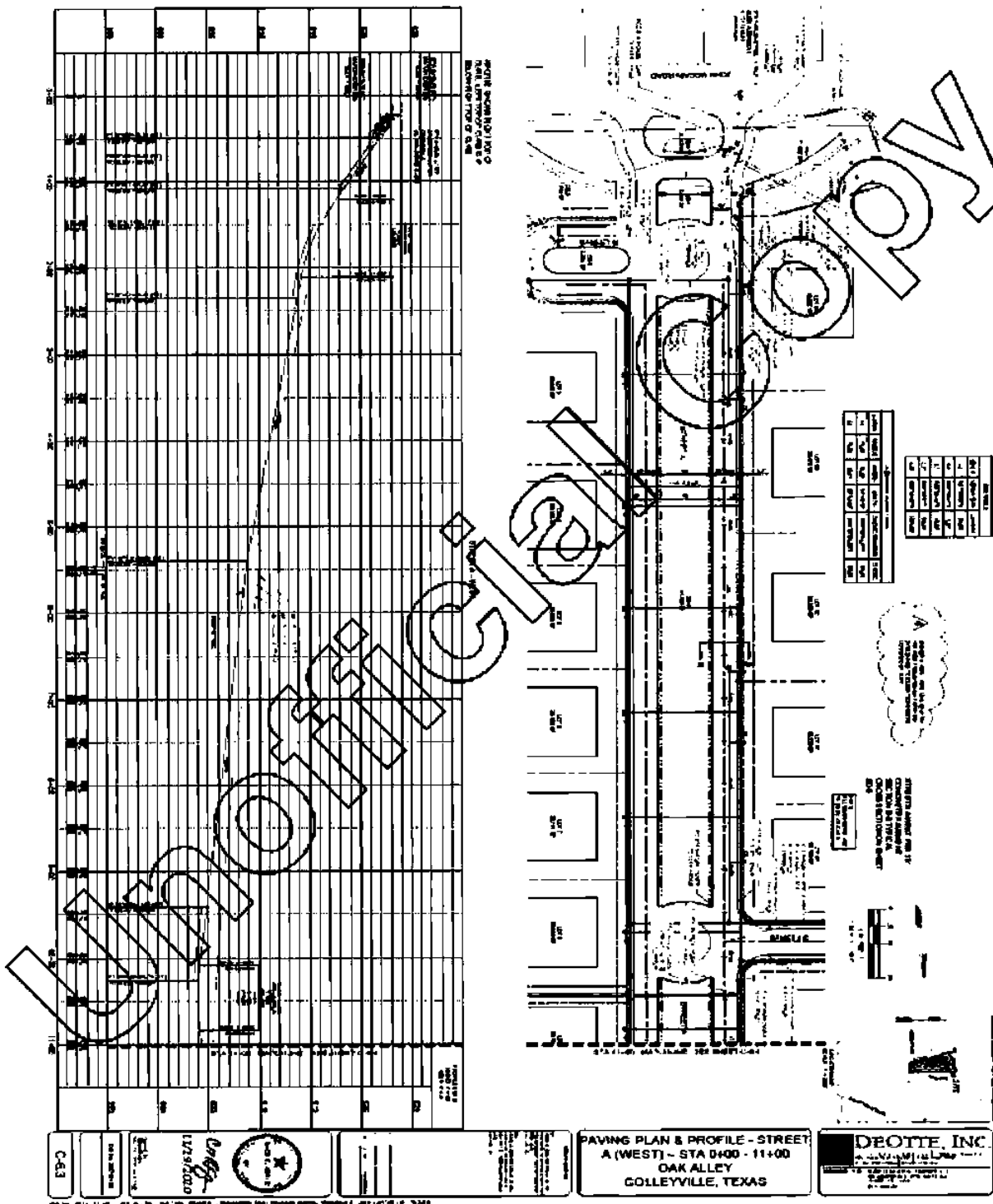


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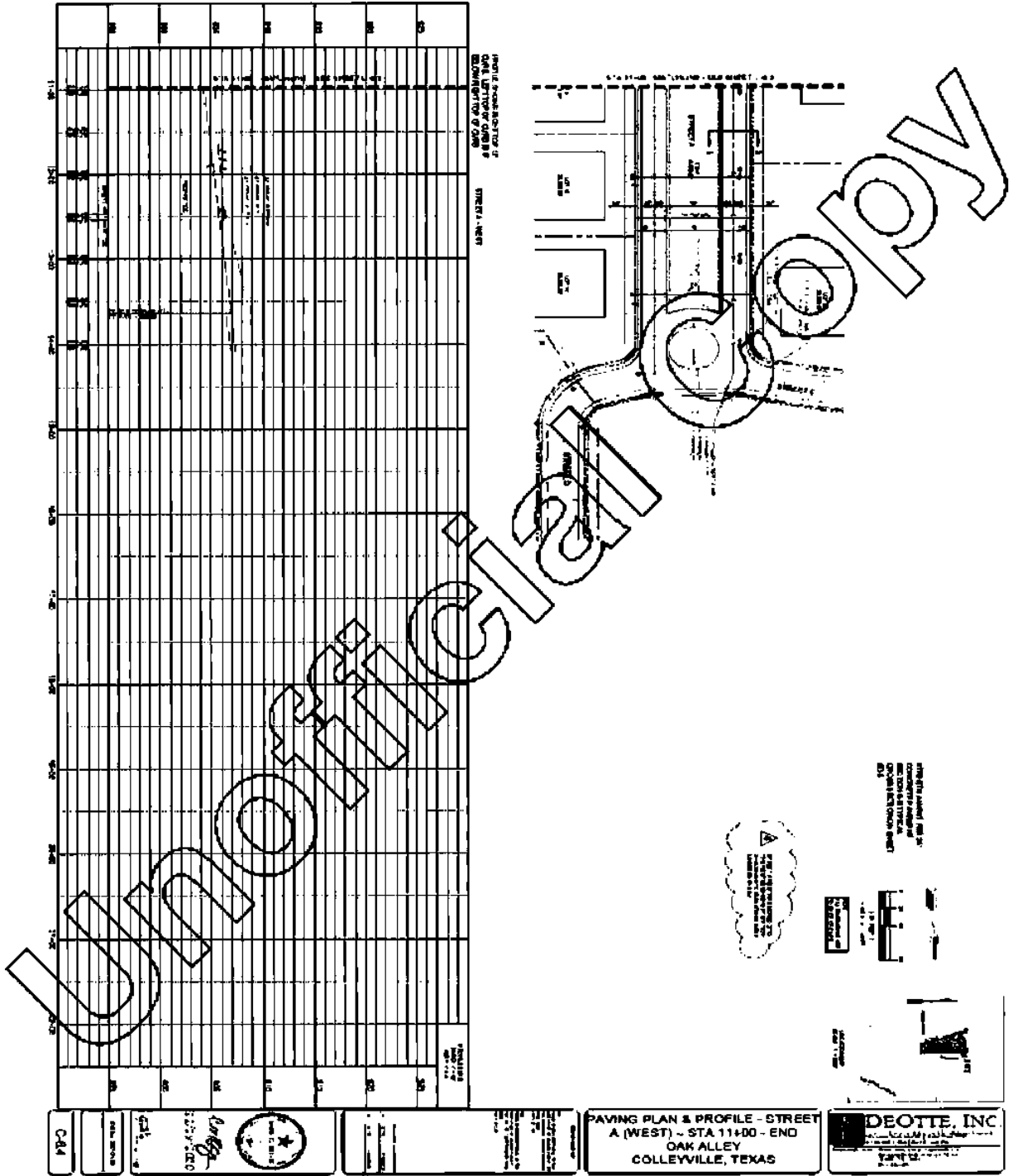


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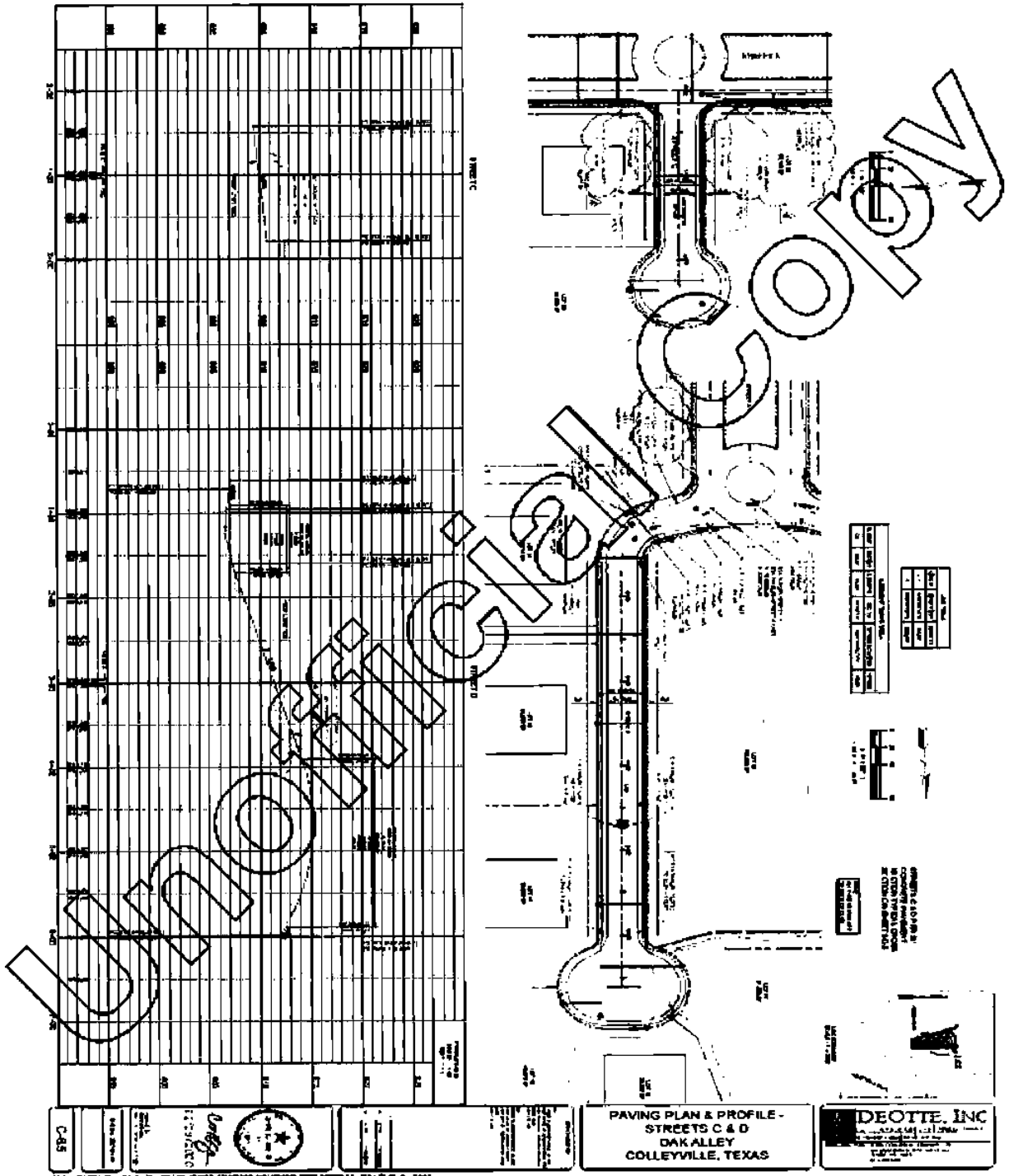


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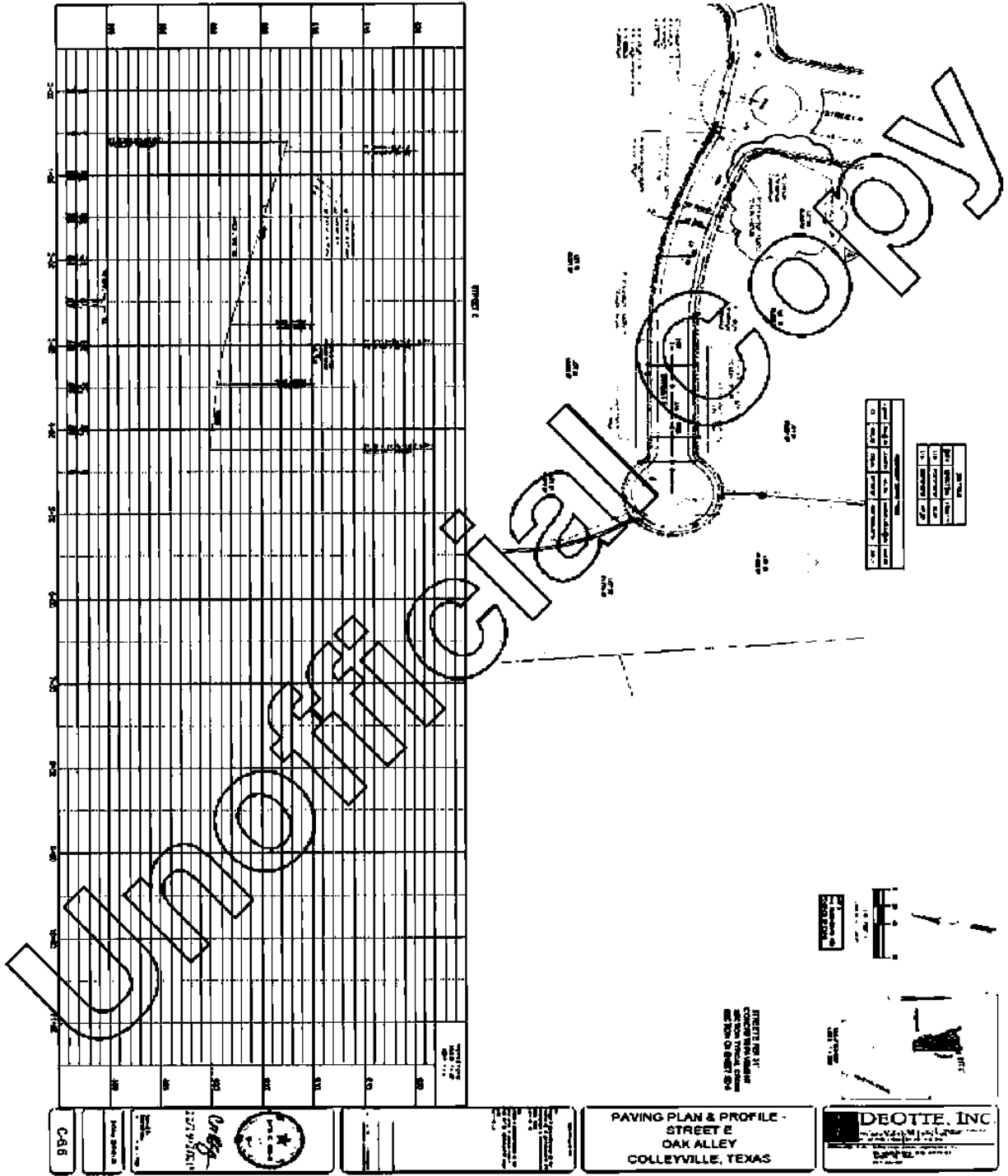


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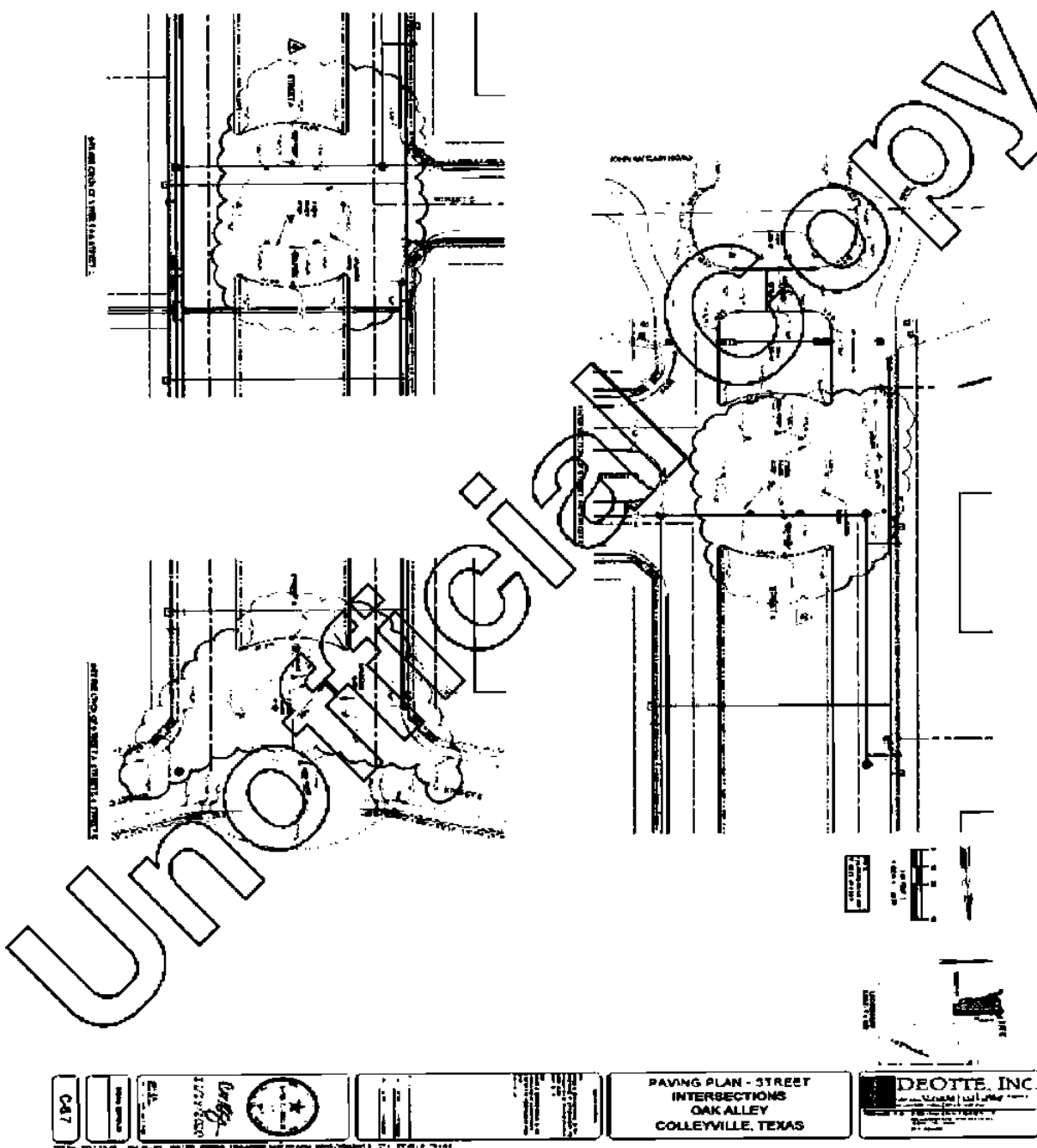
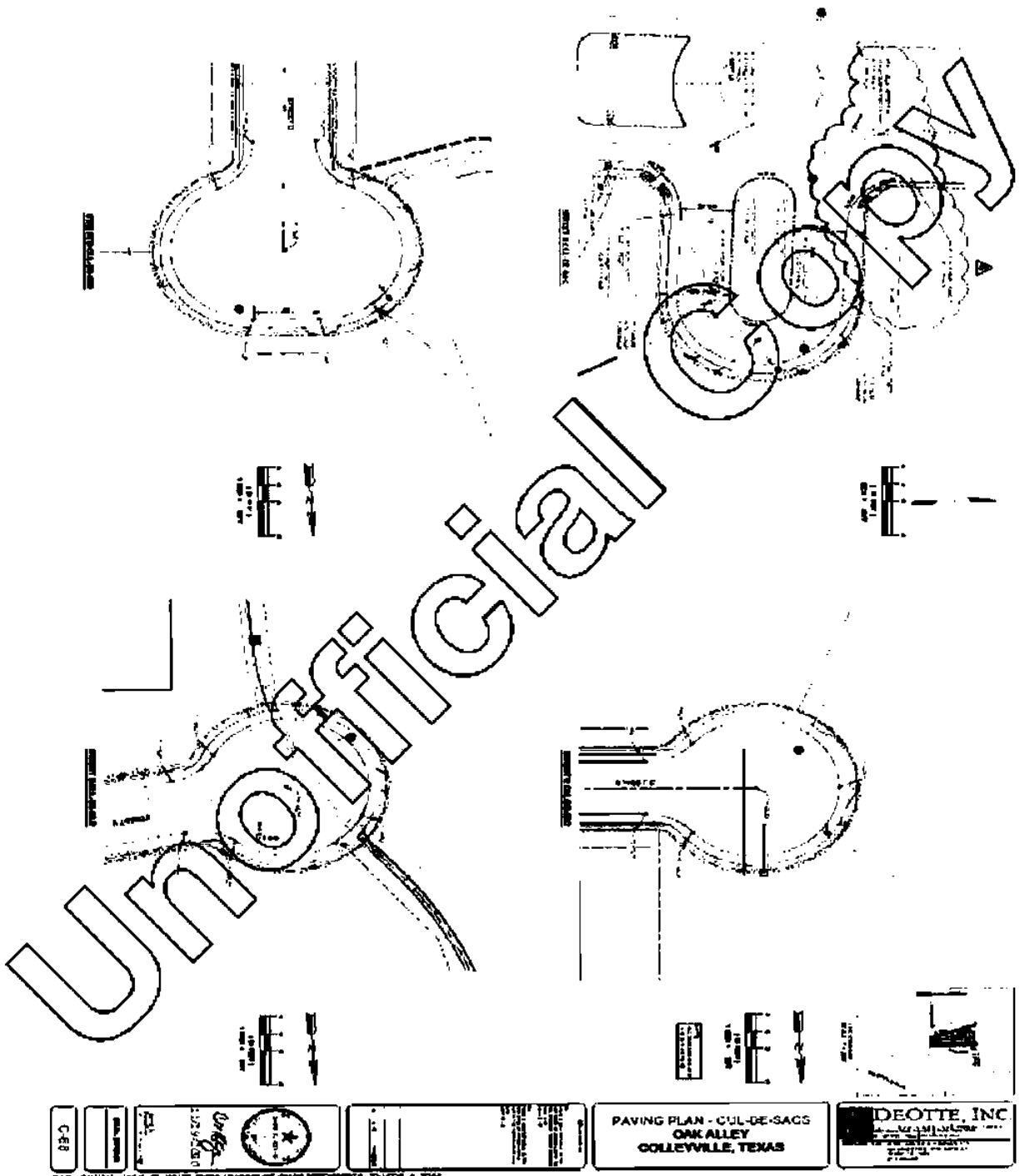


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APPENDIX A

OAK ALLEY ESTATES RESIDENTIAL ARCHITECTURAL
AND LANDSCAPE STANDARDS AND REQUIREMENTS**Architectural Styles:**

All homes designed for OAK ALLEY ESTATES shall conform to one of the approved architectural styles as defined in the Pattern Book for OAK ALLEY prepared by Heritage Design Studio LLC and the Approved Architectural Materials and Details attached hereto as Appendix B. Determination of adherence to the selected style will be at the discretion of the Oak Alley Architectural Control Committee.

I. Intent

The intent of these Architecture and Landscape Standards and Requirements (hereinafter the Standards) is to establish visual continuity in the residential design of OAK ALLEY ESTATES. These Standards allow differentiation among the homes in OAK ALLEY ESTATES as well as distinctiveness in visual character and quality that is unique to this community. Emphasis is on quality in material, design and construction in order to promote well-crafted residences within this community. These Standards allow diversity in design while insuring the architectural integrity of the community as a whole. Approved Architectural Materials and Details are more particularly set forth in the attached Appendix B.

II. Site Planning**A. Building Lines**

Typical setbacks of building lines from property lines, as well as utility and drainage easements, are determined by ordinance of the City of Colleyville. In addition to these requirements, further setbacks are enforced by deed restrictions for aesthetic reasons. The Architectural Control Committee may, in special cases, grant variance to building lines not specifically determined by City Ordinance. A variance will be allowed only if it can be demonstrated by the designers of the particular house that the variance will allow significant positive contribution to the house design, landscape design, or more importantly to the site design of the community as a whole.

B. Staking Approval

In making its determination regarding the appropriateness of a site plan, the Committee has the authority to require that houses, driveways and garages be staked out and that such staking be approved by the Architectural Control Committee before any tree cutting is done or any construction site work is begun. In lieu of staking approval, builder may submit a site exhibit laid out at 1:30 scale locating existing trees, house, and all flatwork and out buildings for Committee approval.

C. Tree Removal

No trees measuring six inches in diameter at a point two feet above ground level, no native flowering trees, shrubs or evergreens may be removed without prior approval of the Committee, unless located within ten feet of an existing building, within ten feet of the approved site for a building or within the approved right-of-way of a driveway or walk.

D. Site Maintenance During Construction

1. **General Maintenance:** Each lot shall be maintained in a neat, clean, orderly condition by the builder during construction and until the house is occupied. Stumps, felled trees,

building debris, etc. must be removed from each lot by the builder at least weekly or more often to maintain attractiveness of the construction site. Debris may not be dumped in any area of the development unless specific location for such a purpose is approved in writing by the Committee. The builder must use hay bales or other satisfactory means to prevent mud from entering adjacent streets. The builder will keep all debris within the boundaries of the lot on which the house is being constructed. If any debris leaves the lot, it must be collected and disposed of immediately.

2. Signs: Only one sign shall be allowed on a lot without permission of the Committee. Any unauthorized signs found on a lot will be removed by a Committee representative. "Open House" signs are strictly limited to those which have received the written approval of the Committee and such approval must be obtained before the signs can be used.

III. Foundations

A. Height

The elevation of all the first level finished floor of each residence, including the front entry to the residence shall be at least 12" above the finished pad level of the related lot, as established by the Lot Grading Plan for OAK ALLEY ESTATES. Raising the first floor elevation necessitates steps at the front entry of each residence which serve to develop a sense of graciousness in the relationship between yard and residence. Steps shall be surfaced in an approved masonry material (brick, stone, etc.); washed aggregate surfacing is not permitted.

B. Finish

Where viewed from any street, foundation concrete shall not be clearly visible about the finished grade. The masonry ledge for all foundation work visible from the street shall be dropped to an elevation that is a maximum of (4) inches about grade level. Where the grade is sloping, the masonry ledge shall be stepped so that no more than 6 inches of concrete is visible above grade at any one point along the grade. Where stucco is used as a veneer material, the stucco shall either come in contact with the masonry base or be dressed with stucco ledge that meets the criteria of masonry ledges.

C. Water tables

Water tables (where stylistically appropriate) are strongly encouraged and should project from the plane of the main exterior material a minimum of 3 inches to provide a wider base to the foundation.

IV. Wall Treatment

A. Brick

1. Type of Brick

The dominate material of this development shall be stone and brick. Stone and Brick are the essential materials in the perceived continuity of OAK ALLEY ESTATES. The brick used shall be a hard-fired modular brick or antique bricks. Flash finished bricks are preferred over slurry finished brick. Bricks used in OAK ALLEY ESTATES shall be "blended" bricks (blend meaning a mixture of darks and lights, including some flashed and/or slurred) with an earth tone hue. No solid colors shall be used without written approval of the Committee. Wire cut, wood mold,

tumbled and antique bricks may be used but no embossed or molded distressed are allowed. Brick sample panels must be approved by Committee.

2. Mortar Joints

All mortar joints shall be tooled; "slump" joints or "weeping" joints are unacceptable. Only natural or light colored mortars shall be used. Colored mortars can only be used if approved by the Architectural Control Committee in a sample panel of the actually brick and mortar being proposed. Dark mortars and especially mortars darker than the brick are prohibited.

B. Stone

1. Type of Stone

To create a stronger sense of picturesque streetscape, stone (rustic, chopped, finished, or concrete cast stone) is encouraged as a veneer or accent material. When stone is used in conjunction with brick, the stone shall be used to enhance a discrete architectural form (such as a turret or other subordinate mass), or to articulate openings (such as a window or door surround). In other applications of stone, it shall be limited to the ground connected elements of the facade (such as a water table). In addition to the above, finished stone or concrete cast stone may be used for belt courses, corner articulation (such as quoins or pilaster columns) or cornice and gable/pediment articulation. Brick may be used as an accent with stone in the same relationships as described above.

2. Artificial Stone

Concrete or other artificially manufactured naturalistic stones are prohibited. This prohibition does not include "cast stone" with a smooth limestone finish and color. Cast stone proposed for use in OAK ALLEY ESTATES must be approved by the Committee for application, color, texture, and compositional quality.

C. Wood

1. Siding

Siding may be used as accent material only. Siding shall only be wood horizontally applied lap siding or tongue and groove siding or cementations siding product such as "Hardiboard" used in a similar manner. No diagonal siding shall be used. Vertical siding, wood shingle or wood shake siding may be used if it essential to a particular style and approved by the Architectural Control Committee. Rough-sawn wood siding shall not be used, except in the case of cedar shakes or shingles used as siding in the manner specified above. No Masonite, composition wood product, such as particleboard, shall be used as siding in any exterior application. AU wood siding shall be primed on the "back side" before installation. If "Hardiboard" or like product is utilized, it must be smooth finished, used in lengths of wall that do not exceed 24 feet, and all framing installation must be checked for plumb. Where areas of siding (or other material) are projected beyond the plane of the exterior wall that contacts the ground, the area projected must have the appearance that is structurally supported by columns, brackets, or other structural device unless otherwise approved by the Committee. This standard does not apply to bay windows.

2. Trim

All wood trim shall be smooth, high quality finish-grade wood stock, stained or painted as approved by the committee. The Committee may grant exceptions in writing as to materials that may be used for trim. No composition wood products shall be used for exterior trim with the exception that exterior grade finished veneer plywood or other smooth finish soffit board can be used for soffits. Columns may be of a material other than wood so long as that material is stone or a painted iron. Where siding comes to an opening or a corner and creates a joint, the trim used to cover (close) the joint must be a substantial width. On dormers this trim must be at least 3 ½ inches wide. On other areas of siding the trim must be wide enough to comprise a decorative solution, but in no case can it be smaller than 3 ½ inches.

D. Stucco

Stucco may be used as an exterior wall finish only when approved by the Committee because the use of this material is essential to the particular style being portrayed in the design. When stucco is called for as an exterior wall material, its detailing should be consistent with the style of the architecture. The Committee has the right to require that stucco be painted if it is not uniform color. Stucco must be an authentic lath and stucco technology. Dryvit or EFIS type systems or Styrofoam products may not be used. The intent of the Committee is to establish a solid substrate and discourage wall sections that do not convey with the attributes or permanence and quality. Therefore, EFIS coatings may be used if used over an authentic lath and stucco or masonry substrate; control joints in stucco must be coordinated with the architectural design and should be indicated on the plans submitted.

E. Synthetic Materials

Synthetic materials, such as metal siding, Masonite, Styrofoam, and vinyl siding, may not be used.

F. Changes in material

The location of exterior wall material changes (e.g. brick to wood siding) should have a logical relationship to changes in the form of the house, and not be dictated by simple economy. Material changes in the same wall plane are prohibited unless it is a part of a detail that is characteristic of a historic architectural style or the dominant material is terminated with an architectural element (such as a pilaster column) that clearly implies structural termination. Material changes at corners are prohibited. All materials must wrap the corner and change in one of the manner described above.

V. Window Treatment

A. Wood Windows

1. Type of Window

Windows are a primary means for visually conveying "quality" in construction. In addition, wood windows have the visual "heaviness" of mullion and jamb that is characteristic in most historic archetypes. Therefore, only wood or wood clad windows (vinyl or aluminum over wood) will be permitted in OAK ALLEY ESTATES, including doors with windows. All mullions and jambs must be of the same material. And, if any wood clad windows are approved, all windows and

doors with windows must be wood clad. If windows are attached by wood mullion as described below, wood clad windows are not permitted. Unless approved by the Committee, all window panes, all muntin bars, all mullions and all jambs including those of doors, must have the same dimensions.

Windows shall be wood or wood clad, uniform in material and color within the entire design. Aluminum or vinyl windows are not allowed.

Steel or bronze windows (Hope's brand or equivalent) may be used if approved by the Committee.

All windows shall be comprised of divided light. Divided light patterns shall be stylistically appropriate.

Windows that are mulled must be done so by matching exterior finish of windows. Cut or cast stone mullions or shaped bricks are acceptable (if stylistically appropriate, and a minimum of 6" wide). Mullions may not be of regular bricks or rough stone.

Fixed windows shall dimensionally match operable ones with regard to frames and brick mouldings.

2. Sill

To maintain the sense of order and purposeful design, it is important that the windows of an elevation have a common reference line that addresses the sill or head. Therefore, the random placement of windows is discouraged, including the practice of raising the sill of windows used in baths, closets, laundries and kitchens. Where such windows are on the front elevation, the use of a window without a sill is encouraged. Windows without a sill include round, elliptical, octagonal, or square decorative windows. The committee will disapprove windows on the front elevation that do not conform to a common sill line unless the deviation is visually explained by the design of the elevation. Windows that are placed at head or sill heights differing from the set default on the design will require approval by the Committee.

3. Head

All windows shall be below the cornice detail. Windows may abut the cornice detail or be engaged with it if the design of the window surround modulates with the banding or detailing of the cornice. In all cases where windows are visible from the street, a cornice detail shall exist between the window and the soffit.

4. Surround or Header

Street visible windows shall be accentuated with a projected surround or header. Articulation of the accentuating detail can be of masonry, stone, or cast stone. On a stucco house, only stone or cast stone will be allowed. Wood may be used for the purpose on an elevation that has siding and must be compliant with this standard.

5. Attached windows

Windows that are adjoined horizontally and/or vertically shall be divided by a wood mullion. When adjoined both vertically horizontally, both mullions shall

be wood.

6. Masonry Separations

Brick or stone detail used to vertically divide adjoining windows shall be at least 10 inches wide. When specially shaped cut stone or concrete cast stone masonry is used to divide adjoining windows, the distance between windows can be a dimension that is appropriate to the design and approved by the Committee. Brick or stone cannot be used as a horizontal division between adjoining windows. Cut stone or concrete cast stone may be used as a horizontal division between adjoining windows. Cut stone or concrete cast stone may be used as a horizontal division between adjoining windows.

B. Glazing

No reflective glazing will be allowed on any front or side facade or on any facade which visible from the street. Tinted glass and dark adhesive film is not encouraged by the Committee and will not be permitted on any street visible windows where the transmission coefficient exceeds 27%. Stained and leaded glass where stylistically appropriate is allowed provided that the glass is crafted according to one of the following techniques.

1. Soldered coming
2. Lead "H" coming

No acrylic or "pourable" techniques will be allowed. No acrylic or fake stained glass appliques are allowed, but authentic stained glass panels may be placed in modern wood or wood clad window frames.

C. Window Ornamentation

Shutters on elevations that are visible from the street must be operable (or with the approval of the Committee, may be affixed when mounted on an acceptable hinge) and be wide enough so that when closed, they cover any window on which they are used. The use of burglar bars on the exterior of any window is prohibited. All shutter hardware (hinges, shutter dogs, locks and or tie-backs, etc.) required for true operation must be present and also stylistically appropriate.

- D. All window frames are to be recessed a minimum of 4" from exterior face of finish. Stucco over wood framing conditions (such as at dormers) may be recessed a minimum of 2 1/2" from exterior face of finish

VI. Roof Treatment

A. Roof Massing

To the extent possible, roofs shall be massed with an orderly sequence of subordinate roofs extending from a dominant roof mass. Ridge lines shall be straight and not interrupted by intersecting ridges that create a bump in the ridge line.

B. Roof Pitch

The minimum roof pitch visible from the street shall be 12 ft. of rise to 12 ft of run on the front elevation, unless approved by the Architectural Control Committee. Certain architectural styles (such as Texas Regional Vernacular, Prairie or Mediterranean) do not require a

steep minimum roof pitch, and the appropriateness of a pitch less than that specified above will be analyzed on a case by case basis to determine if it is an important historical expression of the style being portrayed. In such cases, the Committee is authorized to approve a roof pitch less than the minimum.

C. Roof Projections

No plumbing stacks, venting stacks, skylights, or attic ventilators shall penetrate roof surfaces facing the street or visually dominant in the street view. All such roof penetration must be mounted straight and perpendicular to the ground plane (except for skylights and attic ventilators) and be painted the blend with the roof color. Plans submitted for review shall identify the areas of the roof intended for roof penetrations. No solar collecting frames or satellite dishes shall be mounted to any roof unless their height and location is specifically approved by the Committee.

D. Materials

Acceptable roofing materials include natural slate, flat or barrel shaped terra cotta or concrete tiles and standing seam metal roofs. Standing seam metal roof must be a closed seam, and should be factory finished or copper. Color selections must be approved by the Committee. The use of asphalt, composition or wood shingles is prohibited.

E. Roof Color

Roof colors shall be limited to a narrow range of warm earth tones, no black or cool gray. Natural slate colors are acceptable.

F. Chimneys

Every home shall have at least one stylistically appropriate prominent chimney. To be considered prominent, it shall be located on an exterior wall and forward of the main ridgeline of the roof. For symmetrical designs, 2 chimneys shall be required. Chimneys shall be brick or stone, unless approved by the Committee and shall match the predominate exterior material of the house appropriate for the architectural style. All metal chimney spark arrestors must be enclosed inside a decorative envelope of masonry or fabricated metal with a weather proof finish such as powder coating. Chimney pots or caps should emulate a decorative extension of the chimney shaft and the overall architectural style, and will be submitted to the Committee for approval. Whenever possible, chimneys shall be used to enhance the architectural variety of OAK ALLEY ESTATES. Attention shall be given to the complexity and form of the cap detailing. In addition, the shaft of the flue shall be distinctively detailed so that the chimney has a complexity in plan as well as elevation. Prefabricated metal fireplaces and metal flues may not be used.

G. Gutters:

1. Gutters are to be half-round design with either roof mount or fascia mount brackets. Ogee (K style) gutter shapes are not allowed.
2. Downspouts are to be 6" round to match gutters.
3. Copper is preferred unless a metal roof is used, then the gutters shall match the roof material and finish.
4. Gutters that are 18-20 gauge aluminum may be used as an alternative to copper. A sample is to be submitted for approval for all aluminum gutters.

5. Leaderheads (in matching materials) may be used if approved by Architectural Control Committee.

All selections are to be submitted for approval. Final approval is to be determined by the Architectural Control Committee.

VII. Entry Form

A. Visual Significance

Entries are hierarchically significant. Therefore, the architectural form which embodies the entry shall be with or engaged by the dominant roof mass. This principle shall apply unless a deviation from the principle is essential to accuracy of a historic style.

B. Entry Enhancement

Whenever permitted by the architectural massing of the house, the entry form shall be enhanced with coach lights. Coach lights shall have a minimum height of 30 inches and shall be mounted at a six foot mounting height. In all cases, the entryway of a house shall be lighted at night (automatically switched on by photocell) in order to promote further continuity of the community, enhance security and enrich the night form of the development.

VIII. Exterior Lighting Fixtures

All exterior lighting fixtures visible from any street must be approved by the Committee. Where possible, decorative fixtures should complement the architectural features of the residence. No pole mounted lighting or building mounted high intensity lighting will be allowed. Foundation mounted facade lighting is prohibited. Landscape up lighting in new trees and down lighting in existing trees is encouraged. The lamps in exterior entry lighting shall be incandescent bulb or natural gas only.

A. Dark Sky Standards

Gas lanterns are exempt from shielding requirements as their lumen output is well within dark sky limits.

Exterior lighting shall be the minimum necessary for illumination and safety at entries, patios, outdoor spaces, and landscape structures.

All exterior or outdoor lighting shall be fully shielded and not allow light to be emitted above the fixture. Also, to reduce glare light output is limited to less than 10% at and less than 10 degrees below the horizontal plane, also referred to as 80 degree cut-off.

Narrow-band amber LEDs (NBALED) or Gas fixtures are required illumination source throughout Oak Alley. All lighting shall be less than 3000 Kelvins (K).

All decorative exterior lighting shall use lamps/bulbs with a maximum of 625 lumens produced (50 watt incandescent bulbs).

Landscape lighting within five feet of property line shall have a maximum of 225 lumens (25 watts incandescent bulb).

Motion sensing light fixtures shall be fully shielded and properly adjusted, according to the manufacturer's instruction, to turn off when detected motion ceases.

Controls should be equipped with sensors that automatically extinguish all outdoor lighting when sufficient daylight is available. Examples of these sensors include: a control device or system such as a photoelectric switch, programmable lighting controller or building automation system, all with battery or similar backup power device.

All nonessential lights exceeding 625 lumens shall be turned off after 11:00 p.m. leaving only necessary lighting for security.

Landscape and architectural up-lighting (directly attached to a structure) are strictly prohibited.

Landscape downlighting shall be accomplished with pedestal lights, pier lights, moon lighting and walkway lighting. Only moonlighting is permitted to illuminate trees. Consideration shall be given as to how exterior lighting affects adjacent homes. Walkway lighting fixtures should be no taller than 18".

B. Standards LIMITED TO REAR OF HOUSE

Security lighting can include up to two instances of 1500 lumen lighting (100 watts incandescent bulb equivalent). Security lighting still shall be fully shielded and not affect adjacent properties. Security lighting must be motion activated only and have an automatic shut off 5 minutes after motion has stopped.

All exterior lighting must be within the building envelope for the property. Only subtle lighting for the driveway, entry plinths or pedestals, and/or street numbers is permitted. Lanterns atop plinths are permitted, however pole-mounted lighting is not.

No lighting shall be located or conducted so as to produce glare, or illumination across the bounding property line from a source of illumination into a neighboring property, or onto a street. No light shall have such intensity as to detract from the use and enjoyment of the adjacent property.

C. Exemptions

Holiday decorations. Seasonal decorative lighting are exempt from the provisions of this division provided that individual lamps are less than ten watts incandescent or equivalent lumens.

Swimming pool and decorative water fountain lighting. Underwater lighting in swimming pools and other water features are exempt from the lamp type and shielding standards.

IX.

Garages

A.

Garage Doors

Garage doors visible from the street shall have masonry, stone or stucco (used in conformance with item Number IV above (Wall Treatment) over the garage door up to the soffit. Cornice details shall continue uninterrupted over the garage door. All garage doors must be made or veneered with wood.

X. Gables

To the extent possible, gables shall be varied by the use of detailing that is historically appropriate for the style. The treatment of the gable shall be designed so that elements of craftsmanship are

fully employed. Hipped roof styles are not meant to be discouraged by this criteria. Where barge boards and other gable trim is "pieced" (made by joining one or more pieced of material in the same plane), the craftsmanship of the joint created must be of a quality that the joint will "paint out" and not be visible.

XI. Doors

A. Single Doors

When single doors are used, jambs and headers in framing the door shall be used to subdivide and order the entire entry. To accomplish this, head and jambs must be made of wood and be of a dimension compatible with the entry. In this way, the doors are a logical subdivision of the system that divides the entry.

B. Double Doors

When double doors are used, the transom is permitted to sit on the door header and the doors must be at least 8 feet tall.

C. Door Height

All entry doors must be a minimum of 8 feet tall.

D. Entry Doors:

Entry doors shall be consistent with the architectural style of the house. When wood doors are used, brick moulding profiles (made from wood) shall be used as well.

E. Secondary Doors:

Secondary doors shall match the colors and materials of the windows selected for the house, or be consistent with the entry door design (though subordinate to the entry door.)

F. Garage Doors:

Garage doors must be constructed of wood. Metal garage doors are not allowed. All garage doors shall be recessed at least 1'-0" from the exterior face of the wall that they are placed in. All adjacent garage doors shall be separated by at least 12" of exterior material. A fence with landscaping, or a wall with landscaping shall screen all garage doors facing the street.

XII. Cornice and Plate

A. Cornice:

Cornices shall be enhanced with more than one course of projected brick, stone or stucco (used in conformance with item Standard IV.A.1, above) which creates shadow, texture and visual complexity where the wall plane meets the soffit. Where the cornice detail is "pieced" (made by joining one or more pieces of material in the same plane), the joint created must be of a craftsmanship that the joint will "paint out" and not be visible.

XIII. Exterior Color Scheme

All exterior paint and stain colors must be approved by the Committee. The palette of exterior paints and stains for each residence shall be selected to compliment, coordinate or harmonize with the colors of building materials which are used in their "natural" state, such as brick, stone, copper,

etc. As deemed appropriate by the Committee, exterior colors selected for a residence may be modified or changed in order to respond to existing color palettes of adjacent residences.

XIV. Mechanical Equipment

All air conditioning compressors, power and meter boxes, satellite dishes, and pool equipment shall be completely screened from public view. Screening may consist of architectural or planting elements to be approved by the Committee.

XV. Solar Energy Devices

Upon approval by the Committee, solar energy devices may be located on the roof of the home or in a fenced yard or patio owned and maintained by the Owner.

If mounted on the roof of the home, the solar energy device must conform to the slope of the roof and have a top edge that is parallel to the roofline; must have a frame, support bracket, or visible piping or wiring that is in a silver, bronze, or black tone commonly available in the marketplace; and may not extend higher than or beyond the roofline.

If located in a fenced yard or patio, the solar energy device must not be taller than the fence line;

The solar energy device may be located in an area other than an area designated by the Committee, if 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 10 percent above the energy production of the device.

The solar energy device must not be installed in such a manner as to void material warranties.

The Committee may not withhold approval for installation of a solar energy device if the provisions herein are met or exceeded unless the Committee determines in writing that placement of the device as proposed by the Owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities.

XVI. Recreation Equipment

Permanent or moveable recreation equipment such as basketball goals are not allowed in front yards or in the side yard of corner lots (without the approval of the committee).

XVII. Maintenance

Each residence shall be maintained in a neat, clean, orderly condition by the owner. Periodic repairs shall be made to correct broken shingles, peeling paint, broken brick and any other condition which suggests visual deterioration of a residence. Landscape contractors shall be approved by the Committee.

XVIII. Approved Landscaping Species.

A landscape plan will be required for approval by the Committee. One new four inch caliper or 100 gallon container canopy tree from the approved tree species list will be planted for every 5,000 square feet of lot area. A minimum of two new trees shall be planted in the front yard and any additional trees may be placed within the front or rear yards. A minimum of two new 30 gallon container ornamental trees from the approved tree species list shall be planted in the front yard. When considering a corner lot, the same requirement will be applied to the side, street facing yard. Ball and burlap trees shall not be approved by the Committee; container trees must be specified

in the landscape plan.

Using a combination of ground cover, ornamental grasses, perennials and shrubs from the approved plant species list shall be designated as landscape area, with a minimum of 30% coverage of the front yard. Turf grass shall cover the remainder of the front yard, using either Bermuda or Zoysia. Foundation plantings are required at the base of the residence and should be distributed as follows:

Five gallon to 35 gallon shrubs to cover 50% of the landscape area

One gallon shrubs or ornamental grasses to cover 15% of the landscape area

Ground cover and perennials to cover 35% of the landscape area

Fifteen gallon vines and espaliers planted on low garden walls, connected to the home or on the façade of the home.

The list of Approved Landscaping Species are attached hereto as Appendix C.

XIX. Submittal process:

The architectural review process consists of 3 submittals.

- A. **Preliminary Submittal**- Intended to give the Architectural Control Committee a preview of the project before final design decisions are made.

Required Drawings (min 1/8" scale):

- Preliminary Site Plan
- Preliminary Floor Plan
- Exterior Concept (May be hand sketched or computer generated)
- Survey
- Letter of Design Intent
- Review fee of \$3500

- B. **Final Submittal (Architectural) Preliminary Submittal (Landscape)**-

A full review of the final architectural design. Drawings submitted should include a full permit set, plus all architectural details necessary to satisfy the requirements of the Oak Alley design requirements, including exterior materials, color samples and fixture selections. Preliminary drawings showing the proposed landscaping should be submitted at this time as well (at 1/8" scale).

Required Drawings:

- Site Plan: (showing proposed topography, existing trees, all drives, walkways and sidewalks and other exterior flatwork exterior mechanical equipment, lot coverage and all proposed fences)
- Site Section
- Architectural Floor Plans
- Roof Plan: (showing penetrations, gutters and downspouts, and overhangs)
- Architectural Elevations: (all exterior materials labeled)
- Building/ Wall Sections: (as needed- min. 1 each)
- Details: (as needed such as: door & window surrounds, eaves, chimney design)
- Door/ Window: (Schedules, types, specifications and colors)
- Electrical Plans
- Material Samples: (Walls, roofs, fascia/ trim, gutters, surrounds, etc.)

- Exterior Lighting: (Specifications, finishes)
- Foundation Plans: (sealed by registered Engineer)
- Preliminary Landscape Plan
- Survey (with tree locations and species)

C. **Final Landscape Submittal**- A final review of the proposed plantings and hardscape drawings, including:

- All hardscape materials, with samples, selections and colors
- Plant and tree types (existing and new)
- Drainage affidavit, with any grading and drainage plans
- Irrigation plans

D. **Construction Review**-

- 1) Foundation (Pre-pour):
 - Brick Ledge
 - Finish Floor Elevation
 - Steps (location and height)
- 2) Mock Wall (Exterior materials review):
 - Masonry, stucco or cladding
 - Roofing
 - Trim and eave (profile, size, material and color)
 - Gutters & Downspouts
 - Typical Window (front facade detailing, surrounds, materials & color)
 - Front facade details (such as water tables, quoins, bands, etc.)
- 3) Framing (verification that construction matches submitted drawings, including):
 - Plate Heights
 - Roof Pitch
 - Elevation Details
 - Window locations, sizes and heights
- 4) Installation of exterior veneers (verification that construction matches submitted materials).
- 5) Landscape and hardscape installation (Verification that all hardscape and plantings match submitted drawings).

APPENDIX B

APPROVED ARCHITECTURAL MATERIALS AND DETAILS

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	ENGLISH
WALL SURFACE	BRICK, STUCCO OR STONE, PROJECTED GABLES AND/OR DORMERS TO BE DECORATIVE HALF TIMBER AND/OR LIGHT COLORED STUCCO ON 2ND LEVEL. OPTIONAL PARAPETED GABLES.
ROOF	GABLED WITH SLATE OR FLAT TILE, MINIMUM 10:12 ROOF PITCH IN PUBLIC VIEW. ACCENT ROOFING MATERIAL TO BE COPPER.
WINDOWS, DOORS AND SURROUNDS	SOLID WOOD PROMINENT DOORS. TALL NARROW WINDOWS, DIAMOND-SHAPED LEADED GLASS FOR ACCENT WINDOWS, OR ORIEL WINDOWS. SURROUNDS TO BE CAST STONE, CUT STONE OR HEAVY TIMBER.
GUTTERS	COPPER OR PAINTED STEEL HALF ROUND GUTTERS AND ROUND DOWNSPOUTS
BALCONIES, TOWERS AND PORCHES	BALCONY DETAILS TO BE CUT STONE OR CAST STONE. BALCONIES ONLY ON REAR ELEVATION OR UPON REVIEW BOARD APPROVAL.
SOFFITS, CHIMNEYS & MISC. DETAILS	SOFFIT OVERHANG WILL VARY, WITH A MINIMUM OVERHANG OF 18", WITH FINISH GRADE WOOD EAVES. SEMI-HEXAGONAL ONE AND TWO STORY BAY WINDOWS. ACCEPTABLE DORMERS INCLUDE: SHED, GABLED, HIPPED AND EYEBROW. MASSIVE CHIMNEYS ON A PROMINENT ELEVATION, WITH CLAY CHIMNEY POTS.
ARCH SHAPES	ELLIPTICAL, HALF ROUND OR TUDOR
MAILBOXES	
DRIVEWAYS	
HARDSCAPING	PATIO SURFACES TO BE BRICK OR STONE.

APPROVED ARCHITECTURAL MATERIALS AND DETAILS

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	SPANISH REVIVAL
WALL SURFACE	STUCCO
ROOF	GABLED WITH BARREL TILE EARTH-TONED ROOF WITH MISSION OR S-CURVE TILES, NO GRAY OR BLACK COLORS. MINIMUM 4:12 TO MAXIMUM 7:12 ROOF PITCH IN PUBLIC VIEW.
WINDOWS, DOORS AND SURROUNDS	DRAMATICALLY CARVED PROMINENT WOOD DOORS. SURROUNDS TO BE CAST STONE, CUT STONE, DECORATIVE TILE OR HEAVY TIMBER. IF NO SURROUND IS USED, WINDOWS OR DOORS MUST BE DEEP SET AT A MINIMUM OF 6". PROMINENT WINDOW(S) WILL TYPICALLY BE ARCHED. WROUGHT IRON GRILLS ON ACCENT WINDOWS.
GUTTERS	COPPER HALF ROUND GUTTERS AND ROUND DOWNSPOUTS
BALCONIES, TOWERS AND PORCHES	BALCONY DETAILS AND BALUSTRADES TO BE TURNED OR CARVED WOOD, STUCCO, ROOF TILE OR WROUGHT IRON. ONE ROUND, SQUARE OR POLYGONAL TOWER WILL BE ALLOWED, AND MUST BE PLACED ON AN INSIDE CORNER OF THE FRONT ELEVATION. A ROUND TOWER WILL HAVE A CONICAL TILE ROOF.
SOFFITS, CHIMNEYS & MISC. DETAILS	SOFFITS TO BE A MAXIMUM OVERHANG OF 8", TO BE ROOF TILE, STUCCO OR CAST STONE EAVES. ELABORATELY CARVED SEMI-HEXAGONAL ONE STORY BAY WINDOW. SHAPED WING WALLS. STUCCO OR TILE DECORATIVE GABLE VENTS. ELABORATE CHIMNEY TOPS WITH STUCCO OR TILE ROOFS.
ARCH SHAPES	ELLIPTICAL, HALF ROUND OR PARABOLIC
MAILBOXES	
DRIVEWAYS	
HARDSCAPING	PATIO SURFACES TO BE TERRA COTTA, BRICK OR STONE.

APPROVED ARCHITECTURAL MATERIALS AND DETAILS

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	ITALIAN - SYMMETRICAL ONLY
WALL SURFACE	STUCCO, PAINTED OR LIGHT-COLORED UNIFORM BRICK OR CUT STONE. IF BRICK IS USED, MASONRY JOINTS SHOULD BE FLUSH.
ROOF	HIPPED WITH BARREL TILE EARTH-TONED ROOF WITH MISSION OR S-CURVE TILES, NO GRAY OR BLACK COLORS, MINIMUM 4:12 TO MAXIMUM 7:12 ROOF PITCH IN PUBLIC VIEW
WINDOWS, DOORS AND SURROUNDS	DECORATIVE METAL OR DRAMATICALLY CARVED PROMINENT WOOD DOORS. SURROUNDS TO BE CUT STONE OR CAST STONE WITH OR WITHOUT PEDIMENTS. SMALLER WINDOWS ON UPPER FLOOR.
GUTTERS	COPPER HALF ROUND GUTTERS AND ROUND DOWNSPOUTS
BALCONIES, TOWERS AND PORCHES	BALCONY DETAILS AND BALUSTRADES TO BE WROUGHT IRON, CUT STONE OR CAST STONE
SOFFITS, CHIMNEYS & MISC. DETAILS	SOFFITS TO BE A MINIMUM OVERHANG OF 18", WITH TONGUE AND GROOVE FINISH GRADE WOOD EAVES. WOOD BRACKETS OR CORBELS AT EAVES. CUT STONE OR CAST STONE QUOINS OR CLASSICAL COLUMNS. CHIMNEYS TO BE RECTANGULAR.
ARCH SHAPES	ELLIPTICAL OR HALF ROUND
MAILBOXES	
DRIVEWAYS	
HARDSCAPING	PATIO SURFACES TO BE TERRA COTTA, BRICK OR CUT STONE.

APPROVED ARCHITECTURAL MATERIALS AND DETAILS

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	TUSCAN
WALL SURFACE	PREDOMINATELY ROUGH STONE, WITH STUCCO AND/OR BRICK ACCENTS
ROOF	GABLED WITH BARREL TILE EARTH-TONED ROOF WITH MISSION OR S-CURVE TILES, NO GRAY OR BLACK COLORS, MINIMUM 4:12 TO MAXIMUM 7:12 ROOF PITCH IN PUBLIC VIEW
WINDOWS, DOORS AND SURROUNDS	PANELED PROMINENT WOOD DOORS. HEAVY TIMBER LINTELS, ROUGH STONE SURROUNDS OR BRICK SURROUNDS. DEEP SET (AT LEAST 12") WINDOWS AND DOORS ARE ENCOURAGED AS ACCENTS. WROUGHT IRON GRILLS ON ACCENT WINDOWS.
GUTTERS	COPPER HALF ROUND GUTTERS AND ROUND DOWNSPOUTS
BALCONIES, TOWERS AND PORCHES	BALCONY DETAILS TO BE HEAVY TIMBER AND BALUSTRADES TO BE WROUGHT IRON, OR A STUCCO HALF WALL.
SOFFITS, CHIMNEYS & MISC. DETAILS	SOFFITS TO BE A MINIMUM OVERHANG OF 18", TO HAVE EXPOSED WOOD RAFTER TAILS OR BRACKETS, WITH TONGUE AND GROOVE FINISH GRADE WOOD EAVES. AT GABLE RAKE, MINIMAL OVERHANG WITH BARREL TILE EDGE. OPERABLE PANELED OR SLATTED WOOD SHUTTERS. STUCCO OR TILE DECORATIVE GABLE VENTS. CHIMNEYS MAY BE CANTED OR SQUARED. CHIMNEY TOPS WITH STUCCO OR TILE ROOFS.
ARCH SHAPES	ELLIPTICAL OR HALF ROUND
MAILBOXES	
DRIVEWAYS	
HARDSCAPING	PATIO SURFACES TO BE TERRA COTTA, BRICK OR ROUGH STONE.

APPROVED ARCHITECTURAL MATERIALS AND DETAILS

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	FRENCH
WALL SURFACE	STUCCO, BRICK, CUT STONE OR ROUGH STONE, SOMETIMES WITH DECORATIVE HALF-TIMBERING.
ROOF	HIPPED WITH SLATE OR FLAT TILE, MINIMUM 12:12 ROOF RITCH IN PUBLIC VIEW, ACCENT ROOFING MATERIAL TO BE COPPER. EAVES FLARED UPWARD AT ROOF/WALL JUNCTIONS.
WINDOWS, DOORS AND SURROUNDS	WOOD PLANK, WOOD PANELED OR DECORATIVE METAL PROMINENT DOOR. ASYMMETRICAL OR INFORMAL STYLES WILL HAVE HEAVY TIMBER LINTELS, CUT STONE OR ROUGH STONE LINTELS AND/OR SILLS. SYMMETRICAL OR FORMAL STYLES WILL HAVE CUT STONE OR CAST STONE SURROUNDS.
GUTTERS	COPPER HALF ROUND GUTTERS AND ROUND DOWNSPOUTS
BALCONIES, TOWERS AND PORCHES	BALCONY DETAILS MAY BE IRON, CUT STONE OR CAST STONE. FRONT PORCHES ARE PROPORTIONATELY SMALL. ONE ROUND TOWER (TURRET) WILL BE ALLOWED ON ASYMMETRICAL STYLES, AND MUST BE PLACED ON AN INSIDE CORNER OF THE FRONT ELEVATION WITH A CONICAL COPPER ROOF.
SOFFITS, CHIMNEYS & MISC. DETAILS	SOFFITS TO HAVE A MAXIMUM OVERHANG OF 12". STUCCO, CUT STONE OR CAST STONE SOFFITS (FOR FORMAL STYLES ONLY) OR FINISH GRADE WOOD EAVES FOR INFORMAL STYLES. CUT STONE OR CAST STONE QUOINS OR CLASSICAL COLUMNS. MASSIVE CHIMNEYS ON A PROMINENT ELEVATION, WITH CLAY CHIMNEY POTS. ACCEPTABLE DORMERS INCLUDE: ARCHED, SHED, HIPPED AND EYEBROW. OPERABLE PANELED WOOD OR SLATTED WOOD SHUTTERS.
ARCH SHAPES	ELLIPTICAL OR SEGMENTED. HALF ROUND AT ENTRY AS AN OPTION.
MAILBOXES	
DRIVEWAYS	
HARDSCAPING	PATIO SURFACES TO BE BRICK OR STONE.

APPROVED ARCHITECTURAL MATERIALS AND DETAILS

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	TEXAS REGIONAL VERNACULAR
WALL SURFACE	PREDOMINATELY CUT AND/OR ROUGH LIMESTONE WITH STUCCO ACCENTS. COR-TEN WILL NOT BE AN ACCEPTED MATERIAL.
ROOF	GABLED STANDING SEAM METAL ROOF. MAXIMUM 7:12 PITCH. DARK COLORS TO BE SUBMITTED FOR REVIEW BOARD APPROVAL. REFLECTIVE OR GALVANIZED COLORS WILL NOT BE ACCEPTED.
WINDOWS, DOORS AND SURROUNDS	STEEL, GLASS AND/OR WOOD PROMINENT DOORS. LARGE GROUPINGS OF RECTANGULAR WINDOWS. HEAVY TIMBER LINTELS, ROUGH STONE SURROUNDS OR STUCCO SURROUNDS WITHIN A STUCCO WALL DEEP SET (AT LEAST 12") WINDOWS AND DOORS ARE ENCOURAGED AS ACCENTS. CLERESTORY WINDOWS ENCOURAGED.
GUTTERS	PAINTED STEEL HALF ROUND GUTTERS (TO MATCH ROOF COLOR) AND ROUND DOWNSPOUTS.
BALCONIES, TOWERS AND PORCHES	PORCHES TO BE A PROMINENT FEATURE. COLUMNS TO BE WOOD, METAL OR STONE.
SOFFITS, CHIMNEYS & MISC. DETAILS	SOFFITS TO HAVE EXPOSED WOOD RAFTER TAILS OR BRACKETS, WITH TONGUE AND GROOVE FINISH GRADE WOOD EAVES. SOFFITS WILL BE A MINIMUM OVERHANG OF 12". OPERABLE SLATTED WOOD SHUTTERS. HEAVY TIMBER WOOD TRUSSES OR BEAMS. WIDE, SIMPLE STONE CHIMNEY.
ARCH SHAPES	NONE
MAILBOXES	
DRIVEWAYS	
HARDSCAPING	PATIO SURFACES TO BE BRICK OR STONE.

APPROVED ARCHITECTURAL MATERIALS AND DETAILS

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	PRAIRIE
WALL SURFACE	BRICK, STUCCO OR CUT STONE. HORIZONTAL BANDING AND PATTERNS IN WALL MATERIALS. RECESSED HORIZONTAL MASONRY JOINTS. UPPER HALF OF SECOND FLOOR INSET WITH CONTRASTING MATERIAL.
ROOF	HIPPED WITH SLATE OR FLAT TILE ROOF. MINIMUM 4:12 TO MAXIMUM 6:12 ROOF PITCH IN PUBLIC VIEW
WINDOWS, DOORS AND SURROUNDS	WOOD DOORS WITH GLASS AND/OR WOOD PANELS FOR PROMINENT DOORS. HORIZONTAL BANDING OF RIBBON WINDOWS. USE OF PATTERNED STAINED OR LEADED PANES FOR ACCENT WINDOWS IS ENCOURAGED. WOOD SURROUNDS WILL MATCH WINDOWS, AND ARE CONNECTED TO HORIZONTAL BANDING IN THE WALL MATERIALS.
GUTTERS	COPPER OR PAINTED STEEL HALF ROUND GUTTERS AND ROUND DOWNSPOUTS
BALCONIES, TOWERS AND PORCHES	ONE STORY PORCHES TO BE A PROMINENT FEATURE. PORCH COLUMNS ARE MASSIVE SOLID MASONRY OR STUCCO (MATCHING WALL MATERIAL). PLINTHS COMMONLY AT CORNERS OF PORCHES.
SOFFITS, CHIMNEYS & MISC. DETAILS	SOFFITS TO HAVE STUCCO OR TONGUE AND GROOVE FINISH GRADE WOOD EAVES, WITH MINIMUM OVERHANG OF 30". (BAY WINDOWS MAY REQUIRE LESS OVERHANG.) WIDE, SIMPLE STONE CHIMNEY. CONTRASTING WOOD TRIM. INTEGRATED PLANTER BOXES OR FLATTENED, ROUND URNS ATOP PLINTHS. NO BORMERS ARE APPROPRIATE FOR THIS ARCHITECTURAL STYLE. CAST STONE OR CUT STONE CAPS ON PLINTHS, PORCHES, CHIMNEYS AND ALIGNED WITH SILLS.
ARCH SHAPES	HALF ROUND AT ENTRY ONLY.
MAILBOXES	
DRIVEWAYS	
HARDSCAPING	PATIO SURFACES TO BE BRICK OR STONE.

APPROVED ARCHITECTURAL MATERIALS AND DETAILS

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	ALL ARCHITECTURAL STYLES
WALL SURFACE	ALL STUCCO TO BE APPLIED OVER CMU (UNLESS ON THE UPPER FLOOR). MANUFACTURED STONE PROHIBITED.
ROOF	
WINDOWS, DOORS AND SURROUNDS	SECONDARY DOORS TO MATCH WINDOWS, WINDOWS MUST BE WOOD CLAD. STEEL OR BRONZE WINDOWS TO BE SUBMITTED FOR REVIEW BOARD APPROVAL. WINDOW MULLIONS REQUIRED, APPROPRIATE FOR THE ARCHITECTURAL STYLE. GARAGE DOORS TO BE RECESSED 12".
GUTTERS	
BALCONIES, TOWERS AND PORCHES	
SOFFITS, CHIMNEYS & MISC. DETAILS	
ARCH SHAPES	
MAILBOXES	STREETSCAPE WESTCHESTER POST MOUNT MAILBOX IS SPECIFIED FOR ALL HOMES. MAILBOX POST TO BE ORDERED THROUGH THE OAK ALLEY COMMITTEE.
DRIVEWAYS	DRIVEWAY MATERIAL TO BE SALT, SANDBLASTED OR BROOM FINISHED CONCRETE, PRECAST CONCRETE PAVERS, BRICK OR STONE. ASPHALT MATERIAL IS PROHIBITED. MOTOR COURTS WITHIN THE FRONT 1/3 OF THE PROPERTY TO HAVE A MINIMUM 20' SETBACK FROM THE STREET CURB, AND MAXIMUM OF 40' WIDE PAVED AREA. DRIVEWAYS TO BE A MINIMUM OF 12' WIDE, AND A MAXIMUM OF 16' WIDE.
HARDSCAPING	ATTACHED RETAINING WALLS TO MATCH PREDOMINANT HOUSE MATERIAL. UNATTACHED RETAINING WALLS TO MATCH THE OAK ALLEY PERIMETER FENCE. GATES TO BE DECORATIVE METAL IN MATTE BLACK OR BRONZE FINISHES, AND/OR HEAVY WOOD MEMBERS, STAINED OR PAINTED TO MATCH HOUSE COLOR PALETTE.

APPENDIX C

APPROVED LANDSCAPING SPECIES

SOFTSCAPE

TREES

CATEGORY

CANOPY

MINIMUM SIZE

4" CAL/100 GAL

TYPES

ACER SPECIES-MAPLE
 CARYA ILLINOENSIS-PECAN
 CARYA NIGRA-BLACK WALNUT
 GINKGO BILOBA-GINKGO (MALE ONLY)
 KOELREUTERIA PANICULATA-GOLDEN RAIN TREE
 FRAXINUS ALBICANS-TEXAS ASH
 LIQUIDAMBAR STYRACIFLUA-SWEETGUM
 PISTACIA CHINESIS-CHINESE PISTACHE
 PISTACIA TEXAN-TEXAS PISTACHE
 QUERCUS MACROCARPA-BURR OAK
 QUERCUS MUHLENBERGII-CHINKAPEN OAK
 QUERCUS SHUMARDII-SHUMARD RED OAK
 QUERCUS VIRGINIANA-LIVE OAK
 TAXODIUM DISTICHUM-BALD CYPRESS
 ULMUS AMERICANA 'ATHENA'-ATHENA ELM
 ULMUS CRASSIFOLIA-CEDAR ELM
 ULMUS PARVIFOLIA SEMPERVIRENS-LACEBARK ELM
 MAGNOLIA SPECIES-MAGNOLIA

HARDSCAPE

RETAINING WALLS
 IF NOT CONNECTED TO THE RESIDENCE, MUST BE OF SAME
 MATERIALS AS OAK ALLEY PERIMETER WALLS

RESIDENCE

SOFTSCAPE	TREES
CATEGORY	ORNAMENTAL
MINIMUM SIZE	30 GAL
TYPES	<p>ACER PALMATUM-JAPANESE MAPLE AESCULUS ARGUTA-TEXAS BUCKEYE ALTHEA BETULA NIGRA-RIVER BIRCH CEDRUS ATLANTICA-ATLAS BLUE CEDAR/WEeping CEDRUS DEODARA-DEODAR CEDAR CERCIS CANADENSIS-WEeping REDBUD CERCIS CANADENSIS 'FOREST PANSEY'-FOREST PANSY REDBUD CERCIS CANADENSIS 'MEXICANA'-MEXICAN REDBUD CERCIS CANADENSIS 'OKLAHOMA'-OKLAHOMA REDBUD CERCIS CANADENSIS 'TEXENSIS'-TEXAS REDBUD CHILOPSIS LINEARIS-DESERT WILLOW CHITALPA TASHKENTENSIS-CHITALPA CORNUS DRUMMONDII-ROUGHLEAF DOGWOOD CORNUS FLORIDA-DOGWOOD CUPRESSUS ARIZONICA-ARIZONA CYPRESS CUPRESSOCYPARIS LEYLANDII-LEYLAND CYPRESS ILEX X ATTENUATE 'FOSTER'-FOSTER'S HOLLY ILEX ATTENTUTA-EAST PALATKA HOLLY ILEX DONAF-OAKLEAF HOLLY ILEX CONN-ROBIN HOLLY ILEX CORNUTA 'NEEDLEPOINT'-NEEDLEPOINT HOLLY ILEX DECIDUA-POSSUMHAW HOLLY ILEX OPACA (X ATTENUATE) 'SAVANNAH'-SAVANNAH HOLLY ILEX VOMITORIA-YAUPON HOLLY ILEX VOMITORIA 'PENDULA'-WEeping YAUPON ILEX X 'NELLIE R STEVEN'-NELLIE R STEVENS HOLLY JUNIPERUS VIRGINIANA-EASTERN RED CEDAR LAGERSTROEMIA INDICA-CREPE MYRTLE MAGNOLIA DECIDUOUS SPECIES MAGNOLIA 'LITTLE GEM'-DWARF SOUTHERN MAGNOLIA MALUS SPECIES-CRABAPPLE MYRICA CERIFERA-WAX MYRTLE, TREE FORM PRUNUS CAROLINIANA-CHERRY LAUREL PRUNUS MEXICANA-MEXICAN PLUM SOPHORA AFFINIS-EVE'S NECKLACE</p>

SOPHORA SECUNDIFLORA-TEXAS MOUNTAIN LAUREL
UNGNADIA SPECIOSA-MEXICAN BUCKEYE
VIBURNUM RUFIDULUM-RUSTY BLACKHAW VIBURNUM
VITEX AGNUS-CASTUS-VITEX

HARDSCAPE

Unofficial Copy

SOFTSCAPE	SHRUBS
CATEGORY	LARGE
MINIMUM SIZE	15-35 GAL
TYPES	ILEX CORNUTA 'BURFORDII'-BURFORD HOLLY JUNIPERUS SSP.-JUNIPER SPECIES LOROPETALUM CHINESE-CHINESE FRINGE FLOWER MYRICA CERIFERA-WAX MYRTLE, SHRUB FORM PYRACANTHA SPECIES-FIRETHORN RHUS VIREN-EVERGREEN SUMAC

HARDSCAPE

Unofficial Copy

SOFTSCAPE	SHRUBS
CATEGORY	MED/SMALL
MINIMUM SIZE	5-15 GAL
TYPES	<p>AZALEAS SPECIES-AZALEAS</p> <p>ASPIDISTRA-CAST IRON PLANT</p> <p>ABELIA GRANDIFLORA-ABELIA</p> <p>ABCUBA JAPONICA-JAPANESE AUCUBA</p> <p>BERBERIS THUNBERGII-REDLEAF BARBERRY</p> <p>BERBERIS SWASEYI-TEXAS BARBERRY</p> <p>BERBERIS SPECIES-BARBERRY</p> <p>BUXUS SPECIES-BOXWOOD</p> <p>CALLICARPA AMERICANA-AMERICAN BEAUTYBERRY</p> <p>CAMELLIA SASANQUA-SASANQUA CAMELLIA JAPONICA</p> <p>COTONEASTER SPECIES-COTONEASTER</p> <p>CLEYERA-SPECIES</p> <p>CEPHALUTAXUS YEWS</p> <p>DISTYLIIUM-CINNAMON GIRL</p> <p>EUONYMUS ALATUS COMPACTA-DWARF BURNING BUSH</p> <p>EQUISETUM HYEMALE HORSETAIL REED</p> <p>FATSIA JAPONICA-JAPANESE ARALIA</p> <p>FORSYTHIA X INTERMEDIA-FORSYTHIA</p> <p>GARDENIA-SPECIES</p> <p>HYDRANGEA-ENDLESS SUMMER, NANTUCKET, LIMELIGHT</p> <p>HESPERALOE PARVIFLORA-RED YUCCA</p> <p>HYDRANGEA QUERCIFOLIA-OAK LEAF HYDRANGEA</p> <p>ILEX CORNUTA 'BURFORDII' NANA'-DWARF BURFORD HOLLY</p> <p>ILEX CORNUTA 'ROTUNDA'-ROTUNDA HOLLY</p> <p>ILEX VOMITORIA 'NANA'-DWARF YAUPON HOLLY</p> <p>ILEX CORNUTA 'CARISSA'-CARISSA HOLLY</p> <p>ILEX CRENATA 'SKYPENCIL'-SKYPENCIL HOLLY</p> <p>JUNIPERUS SPECIES-JUNIPERS</p> <p>LOQUAT COPPERTONE</p> <p>LAGERSTROEMIA INDICA 'NANA'-DWARF CREPE MYRTLE</p> <p>LEUCOPHYLLUM FRUTESCENS-TEXAS SAGE</p> <p>LOROPETALUM CHINESE-DWARF VARIETIES</p> <p>MAHONIA SPECIES-MAHONIA</p> <p>MYRICA PUSILLA-DWARF WAX MYRTLE</p> <p>NANDINA DOMESTICA-HARBOR DWARF, GULF STREAM AND MOON BAY NADINA-FLIRT, OBSESSION</p> <p>PITTOSPORUM-CRÈME DE MINT, TOBIRA 'WHEELERS DWARF'</p>

SOFTSCAPE
CATEGORY
MINIMUM SIZE
TYPES

GRASSES

1-5 GAL

BOUTELOUA CURTIPENDULA-SIDEOATS GRAMA

CALAMAGROSTIS 'KARL FORESTER'-FEATHER REED GRASS

CAREX SPECIES-SEDGES

ERAGROTIS CURVULA-WEeping LOVEGRASS

FESTUCA SPECIES-BLUE FESCUE

HELICTOTRICHON SEMPUEVIRENS-BLUE OATS

MUSCANTHUS SINENSIS-MAIDEN GRASS VARIETIES

MUHLENBERGIA SPECIES-MUHLY GRASS

PANICUM-SWITCH GRASS

PENNISETUM SPECIES-FOUNTAIN GRASS

SCHIZACHYRIUM SCOPARIUM-LITTLE BLUESTEM

SORGHASTRUM NUTANS-INDIAN GRASS

STIPA SPECIES-FEATHER GRASS

HARDSCAPE

PODOCAROUS MACROPHYLLUS-JAPANESE YEW
PITTOSPORUM TOBIRA-PITTOSPORUM
ROSA BANKSIA-LADY BANKSIA ROSE
RHAPHIOLEPIS INDICA-INDIAN HAWTHORN-SPECIES
RHUS GLABRA-SMOOTH SUMAC
ROSA SPECIES-ROSES, IMPROVED AND ALSO SHRUB FORM
SALVIA GREGGII-AUTUMN SAGE
SALVIA REGAL-MOUNTAIN SAGE
SYMPHORICARPOS ORBICULATUS-CORALBERRY
SPIREA SPECIES-SPIREA
TAXUS YEW-SPECIES
VIBURNUM SPECIES-VIBERNUM
YUCCA SPECIES-YUCCA

HARDSCAPE

SOFTSCAPE
CATEGORY
MINIMUM SIZE
TYPES

GROUND COVERS

4" POTS

AJUGA REPTANS-AJUGA

EUONYMUS FORTUNEI 'COLORATUS'-PURPLE WINTER CREEPER

HEDERA ALGERIENSIS-VARIEGATED ALGERIAN IVY

HEDERA HELIX-ENGLISH IVY

JUNIPERUS SPECIES-SPREADING JUNIPERS

LIROPE SPECIES-LIROPE

OPHIOPOGON JAPONICUM-OPHIOPOGON

ROSEMARINUS 'LOCKWOOD DE FOREST'-ROSEMARY

TRACHELOSPERMUM ASIATICUM-ASIAN JASMINE

THYME-CREEPING SPECIES

VINCA MAJOR-BIGLEAF PERIWINKLE

VINCA MINOR-DWARF PERIWINKLE

HARDSCAPE

SOFTSCAPE
CATEGORY
MINIMUM SIZE
TYPES

VINES

15 GAL

AKEBIA QUNATA-CHOCOLATE VINE

CAMPSIS RADICANS-TRUMPET VINE

CLEMATIS ARMANDII-EVERGREEN CLEMATIS

CLEMATIS JACKMANNI-SPECIES

FICUS PUMILA-FIG IVY

GELSEMIUM SEMPERVIRENS-CAROLINA JESSAMINE

HEDERA HELIX-ENGLISH IVY

JUNIPERUS SPECIES-SPREADING JUNIPERS

PARTHENOCISSUS TRICUSPIDATA-BOSTON IVY

TRACHELOSPERMUM ASIATICUM-ASIAN JASMINE

TRACHELOSPERMUM JASMINOIDES-CONFEDERATE JASMINE

WISTERIA SPECIES-WISTERIA

HARDSCAPE

SOFTSCAPE
CATEGORY
MINIMUM SIZE
TYPES

PERENNIALS

ARTEMISIA DWARF SPECIES
PLATYCODOM-BALLOON FLOWER
IBERIS-CANDYTUFT
COLUMBINE
ECHINACEA-CONEFLOWER
COREOPSIS SPECIES
HEMEROCALLIS-DAYLILY DWARF SPECIES
DIANELLA-FLAX LILY
DIANTHUS GRATIANOPOLITANUS SPECIES
FERN SPECIES
GAURA
GERMANDER PROSTRATA
HELLEBORUS
HEUCHERA
HOSTA SPECIES
DIETES BUCOLOR-AFRICAN IRIS
LAVENDER SPECIES
FARFUGIUM/LIGULARIA-LEOPARD PLANT
RUELLIA-DWARF MEXICAN PETUNIA
PENSTEMON
RUDBECKIA SPECIES
SALVIA SPECIES
SANTOLINA
SCABIOSA
SERUM SPECIES
SCUTTELLARIA-SKULLCAP

HARDSCAPE

APPENDIX D

OAK ALLEY APPROVED ARCHITECTS:

The criteria used to select approved Architecture firms included: a minimum of 20 years in business, the firm must be licensed in the state of Texas and have a proven track record of aesthetic quality that is the standard of Oak Alley. This aesthetic quality must be apparent in the areas of scale, proportion, level of detail and understanding of the crucial features to stay true-to-style. No more than five firms will be on this approved list. These approved firms include:

- Bernbaum-Magadini 4645 N. Central Expressway, Dallas, Texas
- C A Nelson Architecture 5220 Spring Valley Road, Dallas, Texas
- Flynn & Watson 2920 Alta Mere Drive, Fort Worth, Texas
- Heritage Design Studio 596 North Kimball Avenue, Southlake, Texas
- MJ Wright & Associates 8233 Mid Cities Boulevard, North Richland Hills, Texas