
MARY LOUISE NICHOLSON
COUNTY CLERK

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

DECLARATION OF RESTRICTIVE COVENANTS – WILLOWTREE GARDENS

STATE OF TEXAS §

§

TARRANT COUNTY §

This DECLARATION OF RESTRICTIVE COVENANTS (“Declaration”) is made by WTG Overlook, LLC (“Declarant”).

RECITALS

Declarant is the sole owner of any portion of the real property located in Tarrant County, Texas, described as and constituting any part of WillowTree Gardens (“Subdivision”), one or more subdivisions recorded or to be recorded in Southlake, Tarrant County, Texas, as more particularly describe on Exhibit “A”.

Declarant imposes on the real property certain protective covenants, conditions, and restrictions, as described below, according to an established general plan for the improvement and development of the Subdivision.

All of the Property (defined below) will be held, sold, conveyed, and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which will run with the Property and will be binding on all parties having any right, title, or interest in or to the Property or any part of it, their heirs, successors, and assigns, and will inure to the benefit of each owner.

Each contract or deed that may later be executed with regard to the Property or any portion of it will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions, and restrictions, regardless of whether they are set forth or referred to in the contract or deed.

ARTICLE 1 DEFINITIONS

Unless the context specifies or requires otherwise, the following terms when used in this Declaration have the following meanings:

1.01. Architect. “Architect” means Mohment, LLC, the exclusive architect for the Subdivision. Subject to Section 4.01, all Lot Owners must contract directly with Architect for building plans, elevations, and specifications for the dwelling.

1.02. Architectural Committee. “Architectural Committee” means the committee created according to these restrictions to review and approve or deny plans for the construction of Improvements on the Property.

1.03. Architectural Committee Rules/Architectural Guidelines. “Architectural Committee Rules/Architectural Guidelines” means the rules, regulations and guidelines adopted by the Architectural Committee attached as Exhibit C, as amended from time to time by the Architectural Committee or the Declarant.

1.04. Assessment. “Assessment” or “Assessments” means assessment(s) levied by the Association under the terms and provisions of this Declaration.

1.05. Association. “Association” means and refers to WillowTree Gardens Property Owners Association, Inc., a Texas nonprofit corporation.

1.06. Association Rules. “Association Rules” means the rules and regulations adopted by the Board, as amended from time to time.

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

1.08. Builder. “Builder” means WillowTree, LLC, the exclusive homebuilder for the Subdivision. All Lot Owners must contract directly with Builder for the design and build process. The use of any other construction company or homebuilder is strictly prohibited without the express written consent of Declarant.

1.09. Bylaws. “Bylaws” means the Bylaws of the Association, which may be adopted by the Board, as amended from time to time. Attached hereto as Exhibit “B”.

1.10. Certificate of Formation. “Certificate of Formation” means the Certificate of Formation of the Association that may be filed in the office of the Secretary of State of the State of Texas, if the Association is formed, and as amended from time to time.

1.10. Common Area and Facilities. “Common Area and Facilities” means any Lots and other properties designated by Declarant and conveyed to the Association, if formed, along with any exclusive easements and other areas granted to Declarant or the Association and maintained for the common benefit of the Owners. Common Area and Facilities may be designated by Declarant

and dedicated or otherwise conveyed to the Association, if formed, the Owners, or to any public agency, authority, or utility from time to time and at any time. If and at the time Declarant annexes additional real property to the Property in accordance with Section 2.02, additional Common Area and Facilities may be designated.

1.11. County. “County” means Tarrant County, Texas

1.12. Declarant. “Declarant” means WTG Overlook, LLC, a Texas limited liability company, its duly authorized representatives or their successors or assigns. Any assignment of the rights of Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant will not be sufficient to constitute an assignment of the rights of Declarant under this Declaration.

1.13. Declaration. “Declaration” means this instrument as amended from time to time.

1.14. Estate Lots. “Estate Lots” means Lots 1-3 and 18-20.

1.15. Excluded Lot. “Excluded Lot” means, Lot 1, Block B of the Subdivision is expressly excluded from and shall not be subject to or affiliated with the Association, this Declaration, or any of the covenants, conditions, restrictions, Architectural Committee Rules/Architectural Guidelines, use limitations, or other provisions of this Declaration. The Excluded Lot is designated as a commercial lot and may be used for commercial purposes, subject only to the applicable governmental laws, ordinances, and regulations.

1.16. Improvement(s). “Improvement(s)” means every structure and all appurtenances to structures of every type and kind, including but not limited to dwellings, buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water-softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.17. Living Unit. “Living Unit” means and refers to a single-family residence and the attached garage serving it.

1.18. Lot. “Lot” or “Lots” means any parcel or parcels of land within the Property shown as a subdivided lot on any Plat of the Subdivision, together with all Improvements located on the parcel or parcels.

1.19. Masonry. “Masonry” means exterior wall construction utilizing materials such as stucco, plaster, architectural concrete, stone (natural, cut, or veneer), brick, or other similar materials approved by the Architectural Committee. Masonry shall not include vinyl siding, EIFS, or other synthetic wall systems unless expressly approved by the Architectural Committee.

1.20. Member. “Member” or “Members” means any Person(s) holding membership rights in the Association.

1.21. Mortgage. “Mortgage” or “Mortgages” means any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.

1.22. Mortgagee. “Mortgagee” or “Mortgagees” means the holder or holders of any Mortgage or Mortgages.

1.23. Owner. “Owner” or “Owners” means the Person(s), including Declarant, holding a fee-simple interest in any portion of the Property, but does not include the Mortgagee of a Mortgage.

1.24. Person. “Person” or “Persons” means any individual(s), entity, or entities having the legal right to hold title to real property.

1.25. Plans and Specifications. “Plans and Specifications” means any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement.

1.26. Plat. “Plat” or “Plats” means the subdivision plat of WillowTree Gardens, recorded as Document No. D226040589 in the real property records of Tarrant County, Texas.

1.27. Property. “Property” means all of the real property now or later constituting any portion, phase, or section of the Subdivision except for the Excluded Lot.

1.28. Restrictions. “Restrictions” means this Declaration, as amended from time to time, together with the Architectural Committee Rules, the Association Rules, the Certificate of Formation, and Bylaws.

1.29. Subdivision. “Subdivision” means WillowTree Gardens, a subdivision in Tarrant County, Texas, according to the Plat.

1.30. Temporary Office. “Temporary Office” means any temporary construction or marketing trailer, office, or building installed or constructed by Declarant or Builder on any Lot owned by Declarant or the Builder, respectively, that is used for the storage of equipment or for office, administrative, sales, or marketing purposes during the construction and sale of Lots and Improvements within the Subdivision.

1.31. Villa Lots. “Villa Lots” means Lots 4-17.

ARTICLE 2 DEVELOPMENT OF THE PROPERTY

2.01. Development by Declarant. Declarant may divide or subdivide the Property into several areas and develop some of the Property.

2.02. Addition of Land. Declarant may, at any time and from time to time, add land to the Property, and on such addition, this Declaration and the covenants, conditions, restrictions, and obligations set forth in it will apply to the added land, and the rights, privileges, duties, and liabilities of the Persons subject to this Declaration will be the same with respect to the added land as with respect to the lands originally covered by this Declaration. In order to add lands to the Property under this Declaration, Declarant will be required only to record in the real property records of Tarrant County, Texas, a notice of addition of land containing the following provisions:

- (a) A reference to this Declaration, which must include the book and page numbers, document numbers, or film codes of the real property records of Tarrant County, Texas, in which this Declaration is recorded.
- (b) A statement that the provisions of this Declaration will apply to the added land.
- (c) A legal description of the added land.

2.03 Declarant Control Period. Notwithstanding anything herein to the contrary, the Declarant shall have the exclusive right to appoint and remove all members of the Board and to exercise all voting rights of the Association until the last Lot within the Subdivision has been conveyed to a bona fide purchaser for value (the “Declarant Control Period”). During the Declarant Control Period, the Declarant may amend, modify, or supplement these Restrictions, the Bylaws, and any rules or regulations of the Association without the consent or approval of any Owner or the Association, to the fullest extent permitted by Texas law. Upon conveyance of the final Lot to a bona fide purchaser, the Declarant Control Period shall automatically terminate, and control of the Association shall transition to the Owners as provided in the Bylaws.

ARTICLE 3 GENERAL RESTRICTIONS

All of the Property will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

3.01. Subdividing. No Lot will be further divided or subdivided, nor may any easements on or other interests relating to a Lot less than the whole be conveyed by the Owner of the Lot without the prior written approval of the Architectural Committee; however, when Declarant is the Owner, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, all without the approval of the Architectural Committee.

3.02. Hazardous Activities. No activities will be conducted on the Property and no Improvements constructed on the Property that are or might be unsafe or hazardous to any Person or property. Without limiting the generality of the foregoing, no firearms or fireworks will be discharged on the Property, and no open fires will be permitted except within safe and well-designed interior and exterior fireplaces or in contained barbecue units while attended and in use for cooking purposes.

3.03. Insurance Rates. Nothing will be done or kept on the Property that would increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located on any Lot.

3.04. Mining and Drilling. No portion of the Property will be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth.

3.05. Noise and Nuisances. No horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) will be located, used, or placed on any of the Property. No noise or other nuisance will be permitted to exist or operate on any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants. No exterior lighting of any sort will be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property (except reasonable security or landscape lighting that has the approval of the Architectural Committee).

3.06. Animals; Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of these words may be kept, maintained, or cared for on the Property. Any dog that has been determined to be “dangerous” by the County or any other political subdivision, animal-control authority, or governmental agency, will never be maintained, kept, or cared for on the Property. No Owner may keep on the Owner’s Lot more than three (3) cats and dogs, in the aggregate, not more than three (3) of which may be dogs. No animal will be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than on the Lot of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Property, and no kennels or breeding operation will be allowed. No animal will be allowed to run at large, and all animals must be kept within enclosed areas that must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. An enclosed area must be constructed in accordance with plans approved by the Architectural Committee, must be of reasonable design and construction to adequately contain animals in accordance with the provisions of this Declaration, and must be screened so as not to be visible from any other portion of the Property.

3.07. Rubbish and Debris. No rubbish or debris of any kind will be placed or permitted to accumulate on the Property, and no odors will be permitted to arise from it so as to make the Property or any portion of it unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash must be kept at all times in covered containers, and the containers must be kept within enclosed structures or appropriately screened from view. Each

Owner must contract with an independent disposal service to collect all garbage or other wastes if collection service is not provided by a governmental entity.

3.08. Maintenance; Mowing. Each Owner must keep all shrubs, trees, grass, and plantings of every kind on the Owner's Lot cultivated, pruned, free of trash, and other unsightly material. All Improvements on any Lot must at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner of the Lot. Declarant, the Association, and the Architectural Committee have the right at any reasonable time to enter on any Lot to replace, maintain, and cultivate shrubs, trees, grass, or other plantings as deemed necessary, to paint, repair, or otherwise maintain any Improvements in need of maintenance, and to charge the cost to the Owner of the Lot in the same manner as provided for the Association in Section 6.04(e).

3.09. Antennas. No exterior radio or television antenna or aerial or satellite dish receiver that is visible from any adjacent street within the Subdivision will be erected or maintained on any Lot without obtaining the Architectural Committee's written consent.

3.10. Signs. No sign of any kind will be displayed to the public view on any Lot without the prior written approval of the Architectural Committee, except for (a) signs that are part of Declarant's overall marketing or construction plans or activities for the Property, (b) one (1) sign no more than five (5) square feet advertising any property within the Subdivision for sale or rent, and (c) signs advertising a candidate or measure for an election, so long as (i) the signs are ground-mounted and no more than four (4) feet by six (6) feet, (ii) the signs are displayed no earlier than ninety (90) days before the date of the election to which the signs relate and no later than nine (9) days after that election date, and (iii) no more than one (1) sign is displayed for each candidate or measure. All merchandising, advertising, and sales programming is subject to the approval of the Architectural Committee.

3.11. Water and Other Tanks. The Architectural Committee has the right to approve the location of any tank used or proposed in connection with a single-family residential structure, including tanks for the storage of fuel, water, or oil, and including swimming-pool filter tanks. No elevated tanks of any kind will be erected, placed, or permitted on any Lot. All tanks must be screened so as not to be visible from any other part of the Property. No individual water-supply systems will be permitted on any Lot, including but not limited to water wells, cesspools, or water-collection tanks; however, rain barrels and rain harvesting devices will be permitted subject to the right of the Architectural Committee to approve the location, size, type, and shielding of, and the materials used in the construction of, any such rain barrels, rain harvesting devices, and related appurtenances.

3.12. Temporary Structures. No tent, shack, or other temporary building, improvement, or structure will be placed on the Property without the prior written approval of the Architectural Committee; however, Temporary Offices and temporary structures necessary for the storage of tools and equipment or for office space for architects, Builders, and foremen during actual construction may be maintained with Declarant's approval, approval to include the nature, size, duration, and location of the Temporary Office or structure. Despite any provision in this Declaration to the contrary, an Owner will be permitted, without Architectural Committee approval, to erect one (1) outbuilding on the Owner's Lot if (a) the surface area of the pad on

which the outbuilding is placed is less than or equal to four hundred square feet (400 sf), (b) the exterior of the outbuilding is constructed of the same or substantially similar materials as the exterior of any residence located on the Lot, and (c) the outbuilding is constructed within building setback lines, in accordance with applicable building codes of the governmental entity having jurisdiction over the Property, and with all required governmental permits. The Architectural Committee is entitled to determine, in its sole and absolute discretion, whether an outbuilding constructed on any Lot complies with the foregoing requirements relating to size, height, fence enclosure, and construction materials.

3.13. Unightly Articles; Vehicles. No article deemed to be unsightly by the Architectural Committee will be permitted to remain on any Lot to be visible from an adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, all-terrain vehicles, motor scooters, sports equipment (such as volleyball nets, soccer goals or portable basketball goals), and garden-maintenance equipment must be kept at all times, except when in use, in enclosed structures or screened from view, and no repair or maintenance work may be done on any of the foregoing or on any automobile (other than minor emergency repairs) except in enclosed garages or other structures. Each single-family residential structure constructed within the Property must have sufficient garage space, as approved by the Architectural Committee, to house all vehicles to be kept on the Lot. Lot Owners may not keep more than two (2) automobiles so that they are visible from any other portion of the Property for any period in excess of seventy-two (72) hours. No automobiles or other above-mentioned articles or vehicles may be parked overnight on any roadway within the Property. Service areas, storage areas, compost piles, and facilities for hanging, drying, or airing clothing or household fabrics must be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse, or trash will be kept, stored, or allowed to accumulate on any portion of the Property unless it is within an enclosed structure or is appropriately screened from view. No (a) racing vehicles or (b) other vehicles (including but not limited to motorcycles or motor scooters) that are inoperable or do not have a current license tag are permitted to remain visible on any Lot or to be parked on any roadway within the Subdivision. No commercial vehicles larger than a standard three-quarter (3/4) ton pickup truck or standard two- axle passenger van are permitted to remain on any Lot or to be parked on any roadway within the Subdivision.

3.14. Mobile Homes, Travel Trailers, and Recreational Vehicles. No mobile homes may be parked or placed on any Lot or used as a residence, either temporary or permanent, at any time, and no motor homes, travel trailers, or recreational vehicles may be parked on or near any Lot so as to be visible from adjoining property or from public or private thoroughfares at any time.

3.15. Compliance with the Restrictions. Each Owner must comply strictly with the provisions of the Restrictions as amended from time to time. Failure to comply with any of the Restrictions constitutes a violation of this Declaration and gives rise to a cause of action to recover amounts due for damages or injunctive relief or both, maintainable by the Declarant, the Architectural Committee, the Board on behalf of the Association, an aggrieved Owner, or, if applicable, any Municipal Utility District having jurisdiction over the Property.

3.16. Liability of Owners for Damage to Common Area and Facilities. No Owner will in any way alter, modify, add to, or otherwise perform any work on the Common Area and Facilities without the prior written approval of the Board. Each Owner is liable to the Declarant, the Association, the Owners, or any public agency, authority, or utility if the Common Area and Facilities have been dedicated or otherwise conveyed to any of these parties, for any and all damages to (a) the Common Area and Facilities or (b) any Improvements constructed on any Lot, the maintenance of which has been assumed by any of these parties, which damages were caused by the neglect, misuse, or negligence of an Owner or the Owner's family, or by any tenant or other occupant of the Owner's Lot, or any guest or invitee of the Owner. The full cost of all repairs of the damage will be an Assessment against the Owner's Lot, secured by a lien against the Owner's Lot and collectible in the same manner as provided for in Section 8.06, including but not limited to foreclosure of the lien.

3.17. Basketball Goals—Permanent and Portable. Permanent basketball goals are allowed but must be approved by the Architectural Committee before installation. The metal pole must be permanently installed in the ground at least twenty-five (25) feet back from the curb. The permanent basketball goal must be properly maintained and painted, with nets kept in good repair. Portable goals may be used, but they must be stored in an enclosed structure or screened from view at all times when not in use.

3.18. No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions. Any Owner acquiring a Lot in reliance on one or more of the restrictive covenants, terms, or provisions assumes all risks of their validity and enforceability and, by acquiring the Lot, agrees to hold Declarant harmless if they are held to be invalid or unenforceable.

3.19. Solar Panels. Solar energy devices, as defined by Texas Property Code §202.010, are permitted within the Subdivision subject to the reasonable restrictions contained in this section. No solar energy device may be installed on any Lot without the prior written approval of the Architectural Committee. The Owner's application shall include plans, specifications, location, dimensions, color, and a description of the proposed device. In accordance with Texas Property Code §202.010, the Architectural Committee may impose restrictions on the installation or use of solar energy devices only to the extent they do *not* prohibit or materially restrict a device as defined by law. The ACC's approval may be conditioned on the following requirements:

- (a) The device must be located on the roof of the dwelling or another approved structure, or in a fenced yard or area not visible from the street, to the maximum extent practicable.
- (b) Roof-mounted devices must be:
 - i. Mounted parallel to the roofline;

- ii. Conform to the roof's slope; and
 - ii. Have a frame, color, and profile that is compatible with the roof and dwelling.
- (c) Any exposed wiring or piping must be placed in the least visible location reasonably feasible.
- (d) The Architectural Committee may require screening or shielding of ground-mounted devices where feasible and not cost-prohibitive.
- (e) The Architectural Committee may deny or require alteration of a proposed device if a licensed engineer certifies that the device would create a serious health or safety risk.
- (f) The Architectural Committee may require removal or relocation of a device that ceases to function, becomes dilapidated, or is abandoned.
- (g) Solar energy devices shall not be installed on roof surfaces that face a street unless the Owner demonstrates to the Architectural Committee that no other roof surface or area of the Lot receives sufficient sunlight for the device to function at an economically reasonable performance level, and relocating the device to a non-street-facing slope would materially reduce its efficiency.

This Section shall be interpreted and enforced in a manner consistent with Texas Property Code §202.010, as amended. In the event of a conflict between this Declaration and applicable Texas law, Texas law shall control.

ARTICLE 4 USE AND CONSTRUCTION RESTRICTIONS

4.01. Builder, Architect, & Approval for Construction. The Builder is hereby designated as the sole and exclusive homebuilder authorized to construct any residential dwelling or other improvements on any Lot within the Subdivision. No Owner may engage or permit any person or entity other than Builder to construct Improvements on a Lot without the prior written approval of the Declarant. The Declarant may grant or deny such approval in its sole and absolute discretion. Any construction commenced or performed in violation of this Section shall constitute a material violation of this Declaration and may be subject to enforcement actions, including but not limited to injunctive relief, suspension of plan approval, and the imposition of fines or penalties as permitted under this Declaration or applicable law. The Architect is hereby designated as the exclusive provider of architectural design services for all Improvements to be constructed within the Subdivision. All building plans, elevations, and specifications for any dwelling or Improvement must be prepared by the Architect unless the Declarant grants prior written approval allowing the Owner to use an alternative architect. Approval may be granted or denied in the Declarant's sole discretion. No Improvements will be constructed on any Lot without the prior written approval of the Architectural Committee. All new construction and Improvements

shall adhere to the Architectural Guidelines as set forth in this Declaration and Exhibit “C”, as may be amended from time to time, or subject to Section 7.08.

4.02. Use. All Lots, unless dedicated to the Association as Common Area and Facilities, will be improved and used solely for single-family residential use, inclusive of an attached private garage for not more than six (6) cars, fencing, and other Improvements as are necessary or customarily incident to residential use. Unless a Lot (or Lots) has (or have) been specifically developed for attached single-family Living Units, all Lots will be used solely for detached single-family Living Units. Declarant may utilize one (1) Living Unit within the Subdivision for commercial purposes until the Lot and the Living Unit on it has been conveyed. After the conveyance occurs, the Living Unit will be used for residential purposes as outlined in this Section. Despite any provision of this Declaration to the contrary, the Builder may use a select number of Lots owned by the Builder for Temporary Offices within the Subdivision.

4.03. Leases & Rentals. Nothing in this Declaration will prevent the lease or rental of any Lot and the Improvements on it by the Owner for residential use, provided that all leases and rentals must be for terms of at least one (1) year. Owner must submit to the association (1) contact information, including the name, mailing address, phone number, and e-mail address of each person who will reside at a property in the subdivision under a lease, and (2) the commencement date and term of the lease.

4.04. Dwelling Height. No single-family dwelling greater than two (2) stories in height may be constructed on any Lot without the prior written approval of the Architectural Committee.

4.05. Fences and Sidewalks and Sight-Line Obstruction. Unless otherwise approved by the Architectural Committee, fences, walls, gates, and screening structures shall be designed, constructed, and located in accordance with the Architectural Guidelines. Fence height, materials, configurations, and lot-specific requirements may vary by location within the Subdivision as expressly set forth in the Architectural Guidelines.

Notwithstanding the foregoing, the Architectural Committee may approve the use of wood fencing, masonry fencing, iron fencing, or hybrid fence systems where such materials are expressly permitted by the Architectural Guidelines or are determined by the Architectural Committee to be consistent with the architectural character of the Subdivision.

The Owner of each Lot must construct, at its sole cost and expense and before occupying any improvement located on the Lot, a sidewalk, located and designed in conformance with the Plat, to the extent the Plat requires a sidewalk on the Owner's Lot. No fence, wall, hedge, or shrub planting that obstructs sight lines will be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines or in the case of a rounded property corner, from the intersection of the street line extended. The same sight-line limits will apply on any Lot within ten (10) feet from the intersection of street property lines with the edge of a driveway or alley pavement. No tree will be permitted to remain within such distance of these intersections, unless the foliage is maintained at sufficient height to prevent obstruction of the sight lines.

4.06. Dwelling Size; Building Materials. All dwellings constructed on the Lots shall contain at least three thousand square feet (3,000 sf) of enclosed air-conditioned living space, exclusive of porches (open or covered), decks, garages, and carports. Estate Lots may construct one-story or multi-story dwellings. Villa Lots shall be designed to present a minimum two-story or one-and-one-half-story architectural appearance toward the primary street frontage, as further defined and illustrated in the Architectural Guidelines. Villa Lots 5-12 and 14-16 Plans and Specifications shall not contain vents, hose bibbs, condensate drains or other items on the western side of the proposed Improvements. All building materials must be approved by the Architectural Committee, and only new building materials (except for used brick) will be used for constructing any Improvements. Exposed metal roof decks that reflect light in a glaring manner, such as galvanized-steel sheets, are specifically prohibited. Other roofing materials may be used with the Architectural Committee's written consent, which may specify a minimum quality or grade of materials. All projections from a dwelling or other structure, including but not limited to chimney flues, vents, gutters, downspouts, utility boxes, porches, railings, and exterior stairways must match the color of the surface from which they project, or must be of a color approved by the Architectural Committee. No highly reflective finishes (other than glass, which may not be mirrored) will be used on exterior surfaces (other than surfaces of hardware fixtures), including but not limited to the exterior surfaces of any Improvements. The Masonry requirements for one- and two-story dwellings are as follows:

- (a) One-Story Dwellings. The front and sides of the exterior walls of all single-family dwellings must be constructed of Masonry, exclusive of roofs, eaves, soffits, windows, doors, gables, garage doors, and trim work; or
- (b) Two-Story Dwellings. The front and sides of the exterior walls of the first floor of all single-family dwellings must be constructed of Masonry, exclusive of roofs, eaves, soffits, windows, doors, gables, garage doors, and trim work.

All exterior building materials, finishes, and assemblies shall comply with the Architectural Guidelines. Where the Architectural Guidelines permit accent materials, mixed materials, or limited non-masonry elements, such materials shall be deemed compliant with this Declaration when approved by the Architectural Committee.

Roofing materials, profiles, colors, and installation methods shall comply with the Architectural Guidelines. Any roofing material not expressly permitted therein shall require prior written approval of the Architectural Committee.

4.07. Alteration or Removal of Improvements. Any construction, other than normal maintenance, that in any way alters the exterior appearance of any Improvement or the removal of any Improvement, will be performed only with the prior written approval of the Architectural Committee.

4.08. Garbage Containers. The Architectural Committee has the right to specify a specific location on each Owner's Lot in which garbage containers must be placed for trash-collection service.

4.09. Drainage. There will be no interference with the established drainage patterns over any of the Property, except by Declarant or Builder, unless adequate provision is made for proper drainage and the Architectural Committee approves the provision.

4.10. Construction Activities. This Declaration will not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) on any Lot within the Property. Specifically, no construction activities will be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs, or similar activities, provided that the construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. If construction on any Lot does not conform to usual practices in the area as determined by the Architectural Committee in its sole good-faith judgment, the Architectural Committee will have the authority to seek an injunction to stop the construction. In addition, if during the course of construction on any Lot there is excessive accumulation of debris of any kind that would make the Lot or any portion of it unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Property, then the Architectural Committee may contract for or cause such debris to be removed, and the Owner of the Lot will be liable for all expenses incurred in connection with removal.

4.11. Landscaping. The front and side yards of all Lots, from the front wall of the house, will be fully sodded with St. Augustine, Bermuda, Prairie Buffalo Grass, or other sod, drought-resistant landscaping, or water-conserving natural turf approved by the Architectural Committee. At least one (1) parkway tree must be planted in the front yard of Lots 4-17 and two (2) parkway trees per lots 1-3 and 18-20 before the occupancy of the Living Unit constructed on it. Landscaping plans shall be approved by the Architectural Committee. EACH OWNER IS ADVISED THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES AS TO THE LIFE EXPECTANCY, VITALITY, OR FITNESS FOR INTENDED PURPOSES OF ANY TREES OR SHRUBS LOCATED ON A LOT.

4.12. Garages and Driveways. Garage orientation, driveway materials, alley-loaded requirements, and on-site parking configuration shall be governed by the Architectural Guidelines. Compliance with this Declaration shall not relieve an Owner from compliance with the more detailed garage and driveway standards set forth in the Architectural Guidelines.

ARTICLE 5 COMMON AREA AND FACILITIES

5.01. Common Area and Facilities. No land within any Common Area and Facilities will be improved, used, or occupied, except in the manner approved by Declarant, in its sole and absolute discretion. This required approval will extend to the nature and type of use, occupancy, and improvement. Declarant may, by written instrument, delegate its right to grant this approval to the Board. Access to any Common Area and Facilities may be limited to Persons currently paying Assessments, fees, and other charges, or otherwise conditioned or restricted, or made available to nonowners, all on the terms and conditions determined by Declarant in its sole and absolute discretion.

5.02. Maintenance. Declarant may, but will not be obligated to, in its sole discretion, maintain the Common Area and Facilities at its own cost and expense. If Declarant elects not to maintain the Common Area and Facilities, maintenance of any Common Area and Facilities will be the obligation of the Association and will be governed by Section 6.05, and Assessments may be levied on the Owners under Article 8. Under no circumstances will Declarant be liable to the Owners, the Association, or any other Person for maintaining or failing to maintain the Common Area and Facilities.

5.03. Condemnation. If all or any part of the Common Area and Facilities is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), Declarant, or the Association, if applicable, will be entitled to participate in the proceedings incident to the taking or threatened taking. The expense of participation in the proceedings by the Association will be a common expense to be paid out of Assessments. The Association is specifically authorized to obtain and to pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses, and other Persons as the Association, in its discretion, deems necessary or advisable to aid it in any matters relating to the proceedings. All damages or awards for any taking will be the property of Declarant, or, if applicable, deposited with the Association. The Association, if applicable, in addition to the general powers set forth in this Declaration, will have the sole authority to determine whether to contest or defend any proceedings, to make any settlement with respect to any proceedings, or to convey the property to the condemning authority in lieu of condemnation.

ARTICLE 6 THE ASSOCIATION

6.01. Organization. The Association is a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Certificate of Formation and Bylaws or in this Declaration. Neither the Certificate of Formation nor Bylaws will for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. The Association will not be dissolved without the written consent of at least ninety percent (90%) of the Members entitled to vote.

6.02. Membership. Any Person who is or who becomes an Owner will automatically become a Member of the Association. Membership will be appurtenant to and will run with the ownership of the Lot that qualifies the Owner for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to the Lot.

6.03. Voting Rights. There will be two classes of membership for the purpose of voting on any Association matter. The Class A Members will include each Owner (excluding Declarant) of a Lot within the Property, and each Owner will have one (1) vote for each Lot owned. The Class B Member will be Declarant, and Declarant will have twenty (20) votes for each Lot it owns. The Class B Membership will convert to a Class A Membership when (a) Declarant has conveyed all Lots to owners or (b) Declarant voluntarily converts the Class B Membership to a Class A Membership by written instrument recorded in the real property records of Tarrant County, Texas, whichever occurs first.

6.04. Powers and Authority of the Association. The Association will have the powers of a Texas nonprofit corporation, subject only to the limitations expressly set forth in this Declaration. It will further have the power to do and perform any and all acts that may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association and the Board, acting on behalf of the Association, will have the following powers and authority:

- (a) Rules and Bylaws. To make, establish, promulgate, amend, repeal, and re-enact the Association Rules and Bylaws. The content of the Association Rules and Bylaws may be established by the Board, provided that they do not conflict with this Declaration.
- (b) Insurance. To obtain and maintain in effect policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association's functions.
- (c) Records. To keep books and records, including financial records, of the Association's affairs.
- (d) Assessments. To levy Assessments as provided in Article 8. An Assessment is defined as the amount that must be levied in the manner and against the property set forth in Article 8 in order to raise the total amount for which the levy in question is being made.
- (e) Right of Entry and Enforcement. To enter at any time in an emergency, or in a nonemergency after twenty-four (24) hours' written notice, without being liable to any Owner, on any Lot and into any Improvement on a Lot, for the purpose of enforcing the Restrictions or for the purpose of maintaining or repairing any area, Improvement, or other facility to conform to the Restrictions, and the expense incurred by the Association in connection with the entry on any Lot and the maintenance and repair work conducted on it will be a personal obligation of the Owner of the Lot entered on, will be a lien on the Lot entered on and the Improvements on the Lot, and will be enforced in the same manner and to the same extent as provided in Article 8 for regular Assessments. The Association will have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents to it, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Restrictions. The Association is also authorized to settle claims, enforce liens, and take all action as it may deem necessary or expedient to enforce the Restrictions; however, the Board will never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, Builder, and any of their respective successors and assigns.
- (f) Legal and Accounting Services. To retain and pay for legal and accounting services

necessary or proper in the operation of the Association.

6.05. Common Area and Facilities. Subject to and in accordance with this Declaration, the Association, acting through the Board, will have the following duties:

- (a) To accept, own, operate, and maintain all Common Area and Facilities that may be conveyed or leased to it by Declarant, together with all Improvements of any kind and for any purpose that may be located in those areas, and to accept, own, operate, and maintain all other property, real or personal, conveyed or leased to the Association by Declarant and to maintain in good repair and condition all lands, improvements, and other Association property owned by or leased to the Association. Such maintenance will include, but will not be limited to, painting, mowing, and removing rubbish or debris of any kind.
- (b) To pay all real property taxes, personal-property taxes, and other taxes and Assessments levied on or with respect to Common Area and Facilities or any other property owned by or leased to the Association to the extent that the taxes and Assessments are not levied directly on the Members of the Association. The Association will have all rights granted by law to contest the legality of the amount of the taxes and Assessments.
- (c) To take out and maintain current a policy of liability-insurance coverage to cover accidental bodily injury or death caused by the use and enjoyment of the Common Area and Facilities. This insurance will be in an amount as the Board deems appropriate.

ARTICLE 7 ARCHITECTURAL COMMITTEE

7.01. Membership of Architectural Committee. The Architectural Committee will consist of not more than three (3) voting members ("Voting Members") and any additional nonvoting Members serving in an advisory capacity ("Advisory Members") that the Voting Members deem appropriate. The following Persons are designated as the initial Voting Members of the Architectural Committee: 1) Jody Alumbaugh 2) Travis Franks 3) Emily Reeves.

7.02. Action by Architectural Committee. Items presented to the Architectural Committee will be decided by a majority vote of the Voting Members.

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

7.04. Term. Each Voting Member of the Architectural Committee will hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided in this Declaration. If any Voting Member dies or resigns, the remaining Voting Member or Voting Members will have full authority to act until a replacement Voting Member or Voting Members have been designated.

7.05. Declarant's Control of Architectural Committee. The Declarant shall have the sole and exclusive right to appoint, remove, and replace all members of the Architectural Committee until the Owner of the last Lot within the Subdivision has received written final approval of its plans and specifications from the Architectural Committee (the "Architectural Control Period"). Declarant shall also have the unilateral right to act as the Architectural Committee or to designate itself as the sole approving authority during the Architectural Control Period. No Owner or the Association shall have the right to appoint members of the Architectural Committee, or to modify Architectural Committee procedures or authority, until the Architectural Control Period has expired. Upon final approval by the Architectural Committee of the last Lot within the Subdivision, the Declarant shall deliver written notice terminating the Architectural Control Period, after which the Association may appoint Architectural Committee members pursuant to the Bylaws.

7.06. Adoption of Rules. The Architectural Committee may adopt any procedural and substantive rules, not in conflict with this Declaration, that it deems necessary or proper for the performance of its duties, including but not limited to a building code, a fire code, a housing code, and other similar codes as it may deem necessary and desirable.

7.07. Review of Proposed Construction. Whenever in this Declaration the approval of the Architectural Committee is required, it will have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts that, in its sole discretion, are relevant. Except as otherwise specifically provided in this Declaration, before the commencement of any construction of any Improvement on the Property or any portion of it, the Plans and Specifications must be submitted to the Architectural Committee, and construction may not commence unless and until the Architectural Committee has approved the Plans and Specifications in writing. The Architectural Committee will consider and act on any and all Plans and Specifications submitted for its approval under this Declaration and perform the other duties assigned to it by this Declaration or as from time to time assigned to it by the Board. The Architectural Committee may also inspect any construction in progress to ensure its conformance with Plans and Specifications approved by the Architectural Committee. The Architectural Committee may review Plans and Specifications submitted for its review and any other information it deems proper. Until the Architectural Committee receives any information or documents it deems necessary, it may postpone review of any Plans and Specifications submitted for approval. No Improvement will be allowed on any Lot that is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes, and materials and similar features as to be incompatible with development within the Property and the surrounding area. The Architectural Committee will have the authority to disapprove any proposed Improvement based on the restrictions set forth in the preceding sentence and the decision of the Architectural Committee will be final and binding if it is made in good faith, subject to any appeals process set forth in the procedural rules adopted under Section 7.06. The Architectural Committee will not be responsible for reviewing any proposed Improvement, nor will its approval of any Plans or Specifications or inspection of any construction in progress be deemed approval from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

7.08. Variance. The Architectural Committee may grant variances from compliance with any of the provisions of this Declaration when, in the opinion of the Architectural Committee, in its

sole and absolute discretion, the variance will not impair or detract from the high-quality development of the Property and the variance is justified due to unusual or aesthetic considerations or unusual circumstances. Despite anything to the contrary in this Declaration, the Architectural Committee is authorized, at its sole discretion, to waive any requirements relating to garages (including size), carports, dwelling size, Masonry requirements, fences, and setbacks, and the decision will be binding on all Owners of Property encumbered by this Declaration. All variances must be evidenced by written instrument in recordable form, and must be signed by all three (3) of the Voting Members of the Architectural Committee. The granting of a variance will not operate to waive or amend any of the terms or provisions of the covenants and restrictions applicable to the Lots for any purpose except as to the particular property and the particular instance covered by the variance, and a variance will not be considered to establish a precedent or future waiver, modification, or amendment of the terms and provisions of this Declaration. No variance shall be granted that materially undermines the architectural character or design intent of the Subdivision as expressed in the Architectural Guidelines.

7.09. Actions of the Architectural Committee. The Architectural Committee may, by a resolution unanimously adopted in writing, designate one (1) or two (2) of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Committee. In the absence of a designation, the vote of the majority of all of the members of the Architectural Committee taken without a meeting will constitute an act of the Architectural Committee. Despite anything to the contrary, if the Architectural Committee fails to respond to a request for approval of Plans and Specifications within thirty (30) days of receiving all required information, the Architectural Committee will be deemed to have approved the Plans and Specifications.

7.10. No Waiver of Future Approvals. The approval or consent of the Architectural Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Committee will not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications or any other matter subsequently or additionally submitted for approval or consent by the same or a different Person.

7.11. Work in Progress. The Architectural Committee, at its option, may inspect all work in progress to ensure compliance with approved Plans and Specifications.

7.12. Address. Plans and Specifications will be submitted to the Architectural Committee at 680 N. Carroll Ave., Ste. 100 Southlake, Texas 76092 or at any other address as may be designated from time to time.

7.13. Fees. The Architectural Committee will have the right to require a reasonable submission fee for each set of Plans and Specifications submitted for its review.

ARTICLE 8 FUNDS AND ASSESSMENTS

8.01. Assessments.

- (a) The Association may from time to time levy Assessments against each Lot that has been improved with a completed single-family residence. The level of Assessments will be equal and uniform between all improved Lots. No Assessments under this Declaration will be levied against any Lot unless a completed single-family residence has been constructed on the Lot. Neither the Declarant nor any Builder will be charged Assessments.
- (b) When the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment will be prorated as of the date when the obligation first arose in proportion to the amount of the Assessment year or other period remaining after that date.
- (c) Each unpaid Assessment, together with the interest on it and the costs of collection, will be the personal obligation of the Owner of the Lot against which the Assessment fell due, and will become a vendor's lien against the Lot and all Improvements on it. The Association may enforce payment of Assessments in accordance with the provisions of this Article.

8.02. Maintenance and Reserve Funds. The Board will establish a maintenance fund and a self-sustaining reserve fund; all moneys paid to the Association will be deposited into these accounts, and disbursements will be made from them in performing the functions of the Association under this Declaration. The reserve fund will be maintained and used for the operation, repair, and maintenance of all Common Area and Facilities. The funds of the Association deposited into the maintenance and reserve funds must be used solely for purposes authorized by this Declaration, as it may from time to time be amended.

8.03. Regular Annual Assessments. Before the beginning of each fiscal year, the Board will estimate the expenses to be incurred by the Association during the year in performing its functions under the Restrictions, which will be limited to the costs incurred in exercising the powers granted to the Association in Section 6.04, the cost of enforcing the Restrictions, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay the estimated net expenses will then be levied as provided in this Declaration, and the level of Assessments set by the Board will be final and binding if it is made in good faith. All regular Assessments will be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in any other manner as the Board may designate in its sole and absolute discretion. In no event will the maximum regular annual Assessments per Lot be increased by more than twenty percent (20%) per year, unless approved by at least two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for that purpose, with the same quorum as required for Special Assessments.

8.04. Special Assessments. In addition to the regular annual Assessments provided for above,

the Board may levy special Assessments to enable the Board to carry out the mandatory functions of the Association under the Restrictions on the approval of at least fifty-one percent (51%) of the Members at a meeting called for that purpose, by adequate notice, with at least fifty percent (50%) of the Members or their proxies present at the meeting. If fifty percent (50%) of the Members do not attend, a second meeting may be called with the same notice and the quorum needed for the second meeting will be thirty percent (30%) of the Members or their proxies.

8.05. Owner's Personal Obligation for Payment of Assessments. The regular Assessments provided for in this Declaration will be the personal and individual debt of the Owner of the Lot covered by the Assessments. No Owner may exempt itself from liability for the Assessments. For any default in the payment of any Assessment, the Owner of the Lot will be obligated to pay an annual interest rate of ten percent (10%) on the amount of the Assessment from the Assessment's due date, together with all costs and expenses of collection, including reasonable attorney fees.

8.06. Assessment Lien and Foreclosure. All amounts assessed in the manner provided in this Article but unpaid will, together with interest as provided in Section 8.05 and the cost of collection, including attorney fees as provided in this Declaration, become a continuing lien and charge on the Lot covered by the Assessment that will bind the Lot in the hands of the Owner and the Owner's heirs, devisees, personal representatives, successors, or assigns. This lien will be superior to all other liens and charges against the Lot, except for tax liens and all amounts unpaid on a Mortgage lien of record of first or second priority granted to an institutional lender, securing in either instance amounts borrowed for the purchase or improvement of the Lot in question. The Association will have the power to subordinate the Assessment lien to any other lien. This power will be entirely discretionary with the Board and the subordination must be signed by a duly authorized officer of the Association. To evidence the Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by the lien and a description of the Lot. This notice will be signed by one of the officers of the Association and will be recorded in the office of the County Clerk of Tarrant County, Texas. The lien for payment of Assessments will attach with the priority above set forth from the date that the payment becomes delinquent. The Association may direct its legal counsel to initiate legal proceedings in a court of competent jurisdiction seeking one or both of the following remedies:

- (a) Foreclosure of the assessment lien. However, the Association may not file an application for an expedited court order authorizing foreclosure of the Association's assessment lien or a petition for judicial foreclosure of the Association's assessment lien until the Association has (i) provided written notice of the total amount of the delinquency giving rise to the foreclosure to all lienholders of record (evidenced by a deed of trust) whose liens are inferior or subordinate to the Association's assessment lien, and (ii) provided each such lienholder an opportunity to cure the delinquency before the sixty- first (61st) day after the date the Association mails the notice. The notice to lienholders must be sent by certified mail to the address for the lienholder shown in the deed of trust burdening the Lot(s) subject to the Association's assessment lien.
- (b) Recovery of a personal judgment against the Current Owner and, where different,

from the Delinquent Owner or from the Current Owner only, for all amounts owing arising from the unpaid Assessments and their collection, including all attorney fees and costs. The Association will have the power to bid on the property at a foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey, or otherwise deal with it. On the written request of any Mortgagee, the Association will report to the Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after they are due.

8.07. Association Budget Deficits. If, at any time during the five-year (5-year) period following the date this Declaration is recorded, the amounts collected by the Association under this Article prove inadequate to fund the Association's obligations under this Declaration, then the Members will be obligated to fund the deficits in the Association's budget until there are enough Members of the Association regularly paying Assessments in order to provide the Association with sufficient funds to satisfy the Association's obligations and fund the Association's budget, including reasonable reserves.

ARTICLE 9 EASEMENTS

9.01. Reserved Easements. All dedications, limitations, restrictions, and reservations shown on the Plat and all grants and dedications of easements, rights-of-way, restrictions, and related rights made before the Property became subject to this Declaration are incorporated by reference and made a part of this Declaration for all purposes as if fully set forth in this Declaration and will be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the easements for the purpose of most efficiently and economically developing the Property. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other Person, to grant, dedicate, reserve, or otherwise create, at any time or from time to time, easements for public-utility purposes (including but not limited to gas, water, electricity, telephone, and drainage) in favor of any Person along any front, rear, or side boundary line of any Lot, which easements will have a maximum width of ten (10) feet (however, easements alongside yard lot lines will straddle the lot lines with five (5) feet on each of the adjoining Owner's Lots).

9.02. Installation and Maintenance. There is by this Declaration created, for the benefit of the County and other governmental entities and public utilities with jurisdiction over or providing utility services to the Subdivision, an easement on, across, over, and under all of the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities (including but not limited to water, wastewater, gas, telephones, electricity lines, and related appurtenances) and for conducting authorized official governmental business. By virtue of this easement, it will be expressly permissible for the utility companies and other entities supplying utility service to install and maintain pipes, wires, conduits, service line, or other utility facilities or appurtenances on, above, across, and under the Property, within the public-utility easements from time to time existing and from service lines situated within the easements to the point of service on or in any Improvement. Despite any provision contained in this Section, no electrical lines, water lines, or other utilities or appurtenances may be relocated on the Property until approved by Declarant or the Architectural Committee. The utility companies furnishing services

to the Subdivision and governmental entities conducting authorized official governmental business within the Property will have the right to remove all trees and other obstructions situated within the utility easements shown on the Plat that are obstructing or otherwise precluding accomplishment of the authorized official governmental business, and to trim overhanging trees and shrubs located on portions of the Property abutting the easements. If the County is required to remove any trees or other obstructions in order to accomplish any authorized governmental business within the Property, then the County may assess the reasonable costs and expenses required for the removal to the Association, and the Association will be reimbursed, on written demand, for all costs and expenses from the Owner of the Lot(s) on which the obstructions were located. Any reimbursement required to be paid by any Owner under this Declaration will be deemed a regular Assessment of the Owner and will be paid in accordance with, and secured by the lien described in, Article 8.

9.03. Drainage Easements. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Committee require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Declaration and shown on the Plat. There will be no construction of Improvements, temporary or permanent, in any drainage easement, except as approved in writing by the Architectural Committee.

9.04. Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility service using any easement area will be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants, or assigns, to any of this vegetation as a result of any activity relating to the construction, maintenance, operation, or repair of any facility in any of these easement areas.

9.05. Common Area and Facilities. Each Owner will have a nonexclusive easement for use and enjoyment in and to all Common Area and Facilities, which will be appurtenant to and will pass with title to each Owner's Lot, subject to the following rights:

- (a) The right of the Association, after notice and hearing if required by law, to suspend the Owner's right to use the Common Area and Facilities for any period during which an Assessment against the Owner's Lot remains unpaid, and for any period during which the Owner is in violation of the rules and regulations of the Association.
- (b) The right of Declarant or the Association, as applicable, to dedicate or transfer all or any part of the Common Area and Facilities to any public agency, authority, or utility for any purposes and subject to any conditions as may be deemed reasonable by Declarant, in its sole discretion, or, in the case of the Association, approved by a two-thirds (2/3) vote of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, with the same quorum as required for Special Assessments.
- (c) The right of the Association to borrow money for the purpose of improving the Common Area and Facilities and, in furtherance of this purpose, to mortgage the

Common Area and Facilities, all in accordance with the Certificate of Formation and Bylaws.

- (d) The right of Declarant or the Association, as applicable, to promulgate reasonable rules and regulations regarding use of the Common Area and Facilities.
- (e) The right of Declarant or the Association, as applicable, to contract for services with third parties on any terms as Declarant or the Association may determine.

9.06. Self-Help Easement. Each Owner grants to the Association an easement on, over, and across its Lot for purposes of curing any violation of the restrictions, covenants, and obligations set forth in this Declaration, including but not limited to a violation of its obligation to maintain its septic system according to Section 3.12.

ARTICLE 10 MISCELLANEOUS

10.01. Term. This Declaration, including all of its covenants, conditions, and restrictions, will be effective on the date this Declaration is recorded in the real property records of Tarrant County, Texas, and will continue in effect for a period of thirty (30) years, after which it will be automatically extended for successive periods of ten (10) years each, unless amended or extinguished as set forth in Section 10.02.

10.02. Amendment; Extinguishment. Subject to the Declarant Control Period set forth in 2.03, this Declaration may be amended or extinguished only in accordance with the provisions of this Section. All provisions of this Declaration may be amended or extinguished by the recording in the real property records of Tarrant County, Texas, of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment or extinguishment and certifying that the amendment or extinguishment has been approved by Owners entitled to cast at least fifty-one percent (51%) of the number of votes entitled to be cast under Section 6.03.

10.03. Notices. Any notice permitted or required to be given by this Declaration must be in writing. Unless otherwise required by law, the notice must be delivered to the Person to whom the notice is directed (1) in person, with written receipt received, (2) by U.S. mail, registered or certified, (3) by a nationally recognized overnight delivery service, (4) by e-mail, or (5) by any other method required or permitted under the Declaration, Certificate of Formation, or Bylaws. If delivery is by U.S. mail, the notice will be deemed to have been given when deposited, properly addressed and with proper postage, with the U.S. Postal Service. If delivery is by e-mail, the notice will be deemed to have been given when the message is transmitted to the proper e-mail address. The address or e-mail address at which a Person is given notice may be changed from time to time by notice in writing given by the Person to the Association.

10.04. Governing Law. The provisions of this Declaration will be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in

this Declaration. This Declaration will be governed by and interpreted under the laws of the State of Texas.

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

10.06. Nonliability of Architectural Committee and Board Members. The Architectural Committee, the Board, and their members will not be liable to the Association or to any Owner or to any other Person for any loss, damage, or injury arising from their being in any way connected with the performance of the Architectural Committee's or the Board's duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Committee, the Board, or their members, as the case may be.

10.07. Assignment of Declarant. Despite any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Declaration to any other Person and may permit the participation, in whole or in part, by any other Person in any of these privileges, exemptions, rights, and duties.

10.08. Enforcement; Nonwaiver. Except as otherwise provided in this Declaration, any Owner at its own expense, Declarant, the Association, and the Board will have the right to enforce any and all provisions of the Restrictions. This right of enforcement will include both damages for, and injunctive relief against, the breach of any provision. The failure to enforce any provision at any time will not constitute a waiver of the right to enforce the provision or any other provision in the future. Also, the violation of any of the Restrictions by an Owner or the Owner's family, guests, tenants, lessees, or licensees will authorize the Board, acting on behalf of the Association, to avail itself of any one or more of the following remedies in addition to any other available remedies:

- (a) The imposition of a special charge not to exceed Two Hundred and 00/100 Dollars (\$200.00) per violation.
- (b) The suspension of the Owner's rights to use any Common Area and Facilities or other Association property so long as a violation exists.
- (c) The right to cure or abate the violation and to charge any related expenses to the Owner.
- (d) The right to seek injunctive and any other relief provided or allowed by law against the violation and to recover from the Owner all of the Association's related expenses and costs, including but not limited to attorney fees and court costs. Before the Board may invoke the remedies provided above, it must give notice of

the alleged violation to the Owner in the manner specified in Section 10.03 and must give the Owner an opportunity to request a hearing. If, after the hearing, or if no hearing is requested, after the deadline for requesting a hearing has passed, the Board determines that a violation exists, the Board's right to proceed with the listed remedies will become absolute. Each day a violation continues will be deemed a separate violation. All unpaid special charges imposed under this Section for violation of the Restrictions will be the personal obligation of the Owner of the Lot for which the special charge was imposed and will become a lien against the Lot and all Improvements on it. The liens will be prior to any declaration of homestead and the Association may enforce payment of the special charges in the same manner as provided in Article 8. Despite any provision in this Section to the contrary, the Board will not be required to afford an Owner a hearing before the filing of a lawsuit to collect past-due Assessments.

10.09. Construction. The provisions of the Restrictions will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion of a provision will not affect the validity or enforceability of any other provision or portion of a provision. Unless the context requires a contrary construction, the singular includes the plural and the plural the singular, and the masculine, feminine, or neuter each includes the masculine, feminine, and neuter. All headings and titles used in this Declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles in this Declaration.

(Signature & Acknowledgement to Follow)

EXECUTED as of March 10, 2026.

DECLARANT:

WTG OVERLOOK, LLC.,
a Texas limited liability company

By: 
WTD Gardens, LLC, Managing Member
WTD Global, LLC, Its Manager
Jody Alumbaugh, Its Member

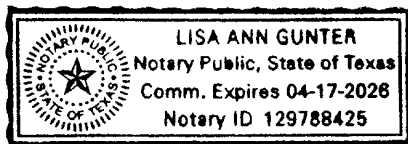
STATE OF TEXAS

§

COUNTY OF TARRANT

§

This instrument was acknowledged before me on the 10th day of March, 2026 by Jody Alumbaugh, a Member of WTD Global, LLC, a Texas limited liability company the Manager of WTD Gardens, LLC, a Texas limited liability company, the Managing Member of WTG Overlook, LLC, a Texas limited liability company, on behalf of said entity.



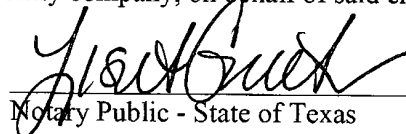

Notary Public - State of Texas

EXHIBIT A

Final Plat & Legal Description

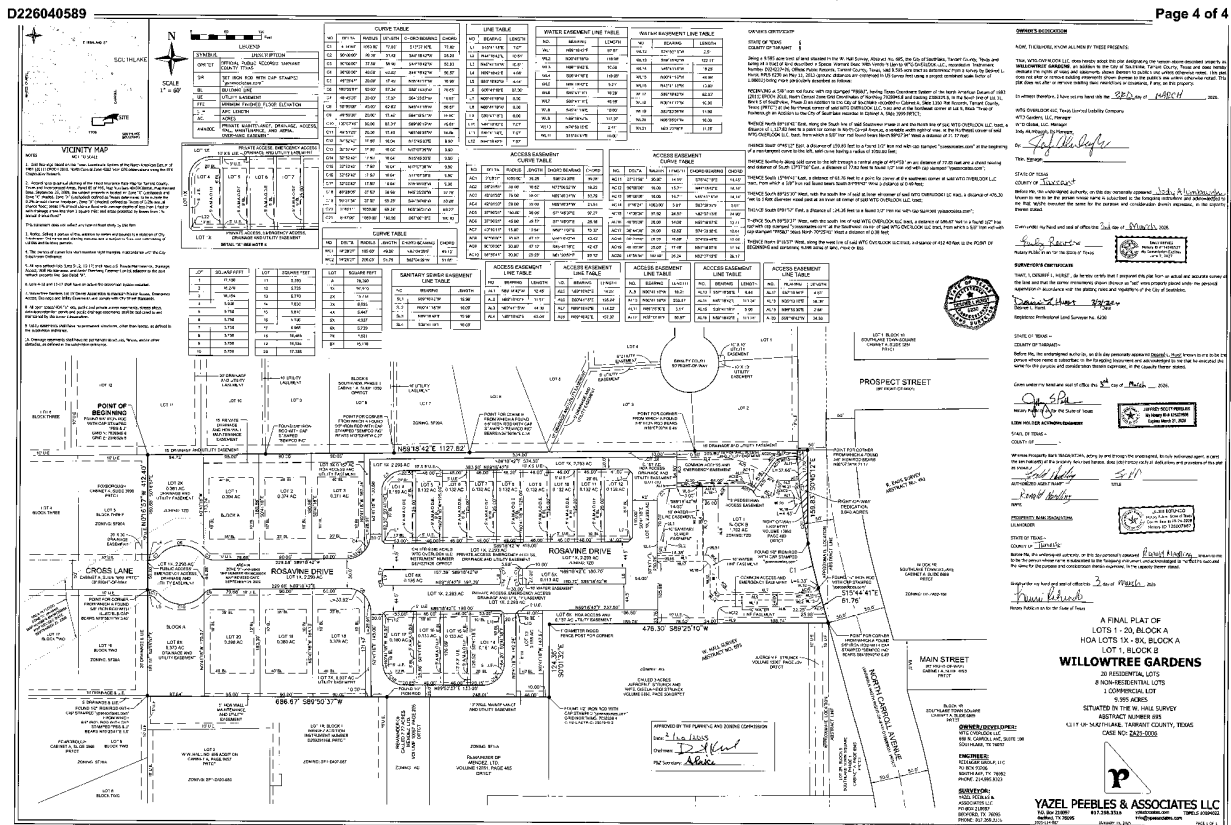


EXHIBIT B

Bylaws

(Following)

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

STATE OF TEXAS §

§

TARRANT COUNTY §

BYLAWS OF WILLOWTREE GARDENS PROPERTY OWNERS ASSOCIATION, INC.
(Property Owners Association)

ARTICLE 1
DEFINITIONS

1.1. Declaration. “Declaration” means the Declaration of Restrictive Covenants dated March 10, 2026, and filed for record in the real property records of Tarrant County, Texas, including any amendments that may be made from time to time in accordance with its terms.

1.2. Manager. “Manager” means any professional manager or management company with whom the Association contracts for the day-to-day management of the Subdivision or the administration of the Association.

1.3. Subdivision. “Subdivision” means WillowTree Gardens, a subdivision in Tarrant County, Texas, according to the Plat, including the land, all improvements and structures on the land, and all easements, rights, and appurtenances to the land, as more particularly described in the Declaration.

1.4. Other Terms. Other defined terms used in these Bylaws have the meaning given to them in the Declaration, which is incorporated by reference and made a part of these Bylaws.

ARTICLE 2
APPLICABILITY OF BYLAWS

2.1. Corporation. The provisions of these Bylaws constitute the Bylaws of WillowTree Gardens Property Owners Association, Inc., a Texas nonprofit corporation (“Association”), a residential property owners association.

2.2. Applicability. The provisions of these Bylaws are applicable to the Subdivision as defined above.

2.3. Personal Application. All present or future Owners, present or future tenants, their employees, or other Persons that use the facilities of the Subdivision in any manner are subject to the regulations set forth in these Bylaws. The acquisition or rental of any of the Lots of the

Subdivision, or the act of occupancy of any of the Lots, will signify that these Bylaws are accepted and ratified and will be complied with by the purchaser, tenant, or occupant.

ARTICLE 3 OFFICES

3.1. Principal Office. The principal office of the Association will be located at 680 N. Carroll Ave., Ste. 100 Southlake, Texas 76092. The location of the principal office may be changed from time to time by the Board.

3.2. Registered Office and Registered Agent. The Association will have and will continuously maintain in the State of Texas a registered office and a registered agent whose office will be the same as the registered office, as required by the Texas Business Organizations Code. The registered office may be, but need not be, the same as the principal office of the corporation. The address of the registered office may be changed from time to time by the Board.

ARTICLE 4 QUALIFICATIONS FOR MEMBERSHIP

4.1. Membership. Every Owner of a Lot will automatically be a Member of the Association. Membership will be appurtenant to and may not be separated from ownership of a Lot. Each Member will be entitled to cast one (1) vote for each Lot owned with respect to any matter on which members of the Association are entitled to vote. In cases where more than one Person owns a fee interest in a Lot, all such Persons will arrange among themselves for one of them to exercise the voting rights attributable to their Lot. Membership of a Member in the Association will automatically terminate when the Member ceases to be an Owner. The termination, however, will not release or relieve the Member from any liability or obligation under the Restrictions that was incurred during the Member's period of ownership of a Lot.

4.2. Proof of Member. The rights of membership will not be exercised by any Person until satisfactory proof has been furnished to the Secretary of the Association that the Person is qualified as a Member. This proof may consist of a copy of a duly executed and acknowledged deed or title-insurance policy evidencing ownership of a Lot. A deed or policy will be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

4.3. No Additional Qualifications. The sole qualification for membership will be the ownership of a Lot. No initiation fees or dues will be assessed against any Person as a condition of membership except the assessments, levies, and charges specifically authorized under the Certificate of Formation or the Declaration.

4.4. Certificates of Membership. The Board may provide for the issuance of certificates evidencing membership in the Association in such form as may be determined by the Board. All certificates evidencing membership will be consecutively numbered. The name and address of each Member and the date of issuance of the certificate will be entered on the records of the Association and maintained by the Secretary of the Association at the registered office of the Association.

ARTICLE 5 VOTING RIGHTS

5.1. Allocation. Voting rights will be allocated among the Members on the basis of the formulas and allocations set forth in the Declaration.

5.2. Manner of Voting. At all meetings of Members, each Member, subject to Article 4, may vote in person, by a legitimate proxy in form approved by the Board, by absentee ballot, or by electronic ballot. All proxies must be in writing and filed with the Secretary of the Association before any Member may vote by proxy. Every proxy will be revocable and will automatically cease on conveyance by the Member of the Member's Lot or on receipt of notice by the Secretary of the Association of the death or judicially declared incompetence of the Member. No proxy will be valid after eleven (11) months from the date of its execution, unless otherwise specifically provided in the proxy.

5.3. Quorum. Except as otherwise specifically provided in the Declaration or the Certificate of Formation, the presence, either in person, by proxy, by absentee ballot, or by electronic ballot, at any meeting of Members entitled to cast at least fifty- one percent (51%) of the total voting power of the Association will constitute a quorum for any action; however, an absentee or electronic ballot may be counted as a Member present and voting for the purpose of establishing a quorum only for items appearing on the ballot. In the absence of a quorum at a meeting of Members, a majority of those Members present in person or by proxy may adjourn the meeting to a time no less than five (5) days or more than thirty (30) days from the meeting date.

5.4. Required Vote. The vote of the majority of the votes entitled to be cast by the Members present, or represented by proxy, by absentee ballot, or by electronic ballot, at a meeting at which a quorum is present will be the act of the Members, unless the vote of a greater number is required by statute, the Declaration, or the Certificate of Formation; however, an absentee or electronic ballot may not be counted, even if properly delivered, if the Member actually attends the meeting to vote in person and does so cast a vote at the meeting, and may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot. A nomination taken from the floor in a board member election is not considered an amendment to the proposal for the election.

5.5. Absentee Ballots. A solicitation for votes by absentee ballot must include (1) an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action, (2) instructions for delivery of the completed absentee ballot, including the delivery location, and (3) the following language: "By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."

5.6. Electronic Ballots. An electronic ballot means a ballot (1) given by electronic mail, fax, or posting on an Internet website, (2) for which the identity of the Member submitting the ballot

can be confirmed, and (3) for which the Member may receive a receipt of the electronic transmission and receipt of the Member's ballot. If an electronic ballot is posted on an Internet website, a notice of the posting will be sent to each Member with instructions on obtaining access to the posting on the website.

ARTICLE 6 MEETINGS OF MEMBERS

6.1. Annual Meeting. The first meeting of the Members of the Association will be held within one hundred twenty (120) days after the closing of the sale of fifty percent (50%) of the Lots to Owners other than Declarant or within six (6) months after the closing of the sale of the first Lot within the Subdivision, whichever is earlier. After the first meeting, the annual meeting of the Members of the Association will be held on the second Tuesday of April of each succeeding calendar year at the hour of 7:00 p.m. unless otherwise determined by the Board. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following that is not a legal holiday.

6.2. Special Meeting. Special meetings of the Members may be called by the President of the Association, by the Board, or by Members representing at least fifty-one percent (51%) of the total voting power of the Association unless otherwise required by law.

6.3. Place. Meetings of the Members will be held within the Subdivision or at a meeting place as close to the Subdivision as possible, as permitted by law and specified by the Board in writing.

6.4. Notice of Meetings. Written notice of all Members' meetings will be given by or at the direction of the Secretary of the Association or such other Persons as may be authorized to call the meeting, by mailing, e-mailing, or personally delivering a copy of the notice at least ten (10) but no more than sixty (60) days before the meeting to each Member entitled to vote at the meeting. The notice must be addressed to the Member's address or e-mail address last appearing on the books of the Association or supplied by the Member to the Association for the purpose of notice. The notice must specify the place, day, time, and, for special meetings, general subject of the meeting.

6.5. Order of Business. The order of business at all meetings of the Members will be as follows:

- (a) Roll call.
- (b) Proof of notice of meetings or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Election of directors.
- (e) Reports of officers.
- (f) Reports of committees.

(g) Unfinished business.

(h) New business.

6.6. Action Without Meeting. Any action that must or may be taken at a meeting of the Members, other than the election of Directors, may be taken without holding a meeting, providing prior notice, or taking a vote if a consent in writing, setting forth the action to be taken, is signed by the requisite number or voting power of the Members and filed with the Secretary of the Association. A Member can consent to an action to be taken by electronic mail (e-mail). Consent by e-mail is considered to be written, signed, and dated for the purposes of this Section if the e-mail sets forth or is delivered with information from which the Association can determine that the e-mail was transmitted by the Member and the date on which the Member transmitted the e-mail. The date of the e-mail is the date on which the consent was signed. Consent given by e-mail may not be considered delivered until the consent is reproduced in paper form and the paper form is delivered to the Association at its registered office in this state or its principal place of business, or to an officer or agent of the Association having custody of the book in which proceedings of Member meetings are recorded. Consent given by e-mail may be delivered to the principal place of business of the Association or to an Officer or agent of the Association having custody of the book in which proceedings of Member meetings are recorded to the extent and in the manner provided by these Bylaws. Any photographic, fax, or similarly reliable reproduction of a consent in writing signed by a Member may be substituted or used instead of the original writing for any purpose for which the original writing could be used, if the reproduction is a complete reproduction of the entire original writing.

ARTICLE 7 BOARD OF DIRECTORS

7.1. Governing Body; Composition. The affairs of the Association will be governed by a Board of Directors ("Board"). Each Director will have one equal vote. In the case of a Member that is not a natural Person, any officer, director, partner, member, manager, employee, or fiduciary of the Member will be eligible to serve as a Director unless otherwise specified by written notice to the Association signed by the Member, provided that no Member may have more than one representative on the Board at a time.

7.2. Number. The number of Directors of the Association will be at least three (3) and not more than five (5). The number of Directors authorized will be fixed as the Board may from time to time designate, or if no designation has been made, the number of Directors will be the same as the number of members of the initial Board as set forth in the Certificate of Formation. No decrease in the number of Directors will have the effect of shortening the term of any incumbent Director.

7.3. Term. The initial Directors are those Persons identified in the Certificate of Formation. Except as otherwise set forth in these Bylaws and in the Declaration, each Director will serve a term of two (2) years and may serve an unlimited number of consecutive terms. At the conclusion of the scheduled term of the Persons appointed as the initial Directors by the Certificate of Formation, successor Directors will hold office for staggered terms of three (3) years, two (2) years, and one (1) year, respectively, until their successors are elected and qualified.

7.4. Residency. No Director must reside in the Subdivision.

7.5. Removal. Directors may be removed, with or without cause, by the Members at a special meeting of the Members duly called for that purpose. Notice of the meeting must be given to all Directors. If the Board is presented with written, documented evidence from a database or other record maintained by a law enforcement authority that a Director was convicted of a felony or crime involving moral turpitude not more than 20 years before the date the Board is presented with the evidence, the Director is immediately ineligible to serve on the Board, automatically considered removed from the Board, and prohibited from future service on the Board.

7.6. Vacancies. If the office of any Director becomes vacant for any reason, the remaining Directors will choose a successor to fill the unexpired term of the directorship being vacated at a special meeting called for that purpose. At the expiration of the term of his or her position on the Board, any successor Director chosen by the remaining Directors or by the Members will be reelected or his or her successor will be elected in accordance with these Bylaws. Any directorship to be filled by reason of an increase in the number of Directors will be filled by election at an annual meeting of Members or at a special meeting of Members called for that purpose.

7.7. Compensation. With the prior approval of a majority of the voting power of the Members, a Director may receive compensation in a reasonable amount for services rendered to the Association. A Director may be reimbursed by the Board for actual expenses incurred by the Director in the performance of the Director's duties.

7.8. Powers and Duties. The Board will have the powers and duties, and will be subject to the limitations on these powers and duties, as enumerated in the Restrictions.

7.9. Nomination and Election of Directors.

- (a) The nominees receiving the highest number of votes will be elected. Cumulative voting is Nomination. Members may appoint a nomination committee for the purpose of soliciting Members to serve as a member of the Board and presenting to the Members before the annual meeting a list of all the interested Members. At least ten (10) days before the Association disseminates any ballots to Members for purposes of voting in an election of a Director, the Association will provide Members notice soliciting candidates interested in running for a position on the Board and containing instructions and deadlines for an eligible candidate to notify the Association of the candidate's request to be placed on the ballot. Only Members may be nominated and elected or appointed to the Board.
- (b) Election. Directors are elected at the annual meeting of Members. Members or their proxies may cast, in respect to each vacant directorship, as many votes as they are entitled to exercise under the provisions of the Declaration prohibited.

7.10. Standard of Care. Except as otherwise provided in the Declaration, elsewhere in these Bylaws, or in the Act, the Board will act in all instances on behalf of the Association if in the good-faith judgment of the Board the action is reasonable. Each member of the Board is liable as a fiduciary of the Owners for the Board member's acts or omissions.

7.11. Manager. If the Board determines that it is in the Association's best interest to hire a Manager for the Subdivision to facilitate management of the Subdivision or the administration of the Association, the Board may delegate to a Manager responsibility for matters of a routine nature, renewable by agreement of the parties for successive one-year (1-year) periods only. The Manager will be subject to termination by either party with or without cause and without payment of a termination fee on no more than thirty (30) days' written notice. After a Manager has been appointed, no decision by the Association to manage its own affairs without a Manager will be effective unless and until approved by Members holding at least fifty-one percent (51%) of the votes at the meeting called to consider the matter with the written consent of at least fifty-one percent (51%) of the Mortgagees.

ARTICLE 8 OFFICERS

8.1. Enumeration of Officers. The Officers of the Association will be a President, a Secretary, and a Treasurer and may include one or more Vice Presidents, Assistant Secretaries, or Assistant Treasurers. The Board may, by resolution, create any other offices it deems necessary or desirable.

8.2. Term. The Officers of the Association will be elected annually by the Board and each will hold office for two (2) years, unless the Officer resigns, is removed, or is otherwise disqualified to serve, and until his or her successor is elected and qualified.

8.3. Resignation; Removal. Any Officer may resign at any time by giving written notice to the Board. A resignation will take effect on the date notice is received or at any later time specified in the notice. Any Officer may be removed from office by the Board whenever, in the Board's judgment, the Association's best interests would be served by the removal, except that the Board will have no authority to remove, and cannot remove, any Officer elected by Declarant.

8.4. Multiple Offices. Any two or more offices may be held by the same Person, except that the same Person may not hold the offices of President and Secretary.

8.5. Compensation. Officers will receive compensation for services rendered to the Association as determined by the Board and approved by a majority of the voting power of the Members.

8.6. Duties, Obligations, and Authority of the Officers.

- (a) President. The President of the Association will perform the following duties:
 - (1) Preside over all meetings of the Members and of the Board.
 - (2) Sign as President all deeds, contracts, and other instruments in writing that have been first approved by the Board, unless the Board, by duly adopted resolution, has additionally authorized the signature of another Officer.

- (3) Call meetings of the Board whenever he deems it necessary in accordance with the Association Rules and on notice as required by the Declaration.
 - (4) Have, subject to the advice of the Board, general supervision, direction, and control of the affairs of the Association and discharge any other duties as may be required of him by the Board.
 - (5) Prepare, execute, certify, and have recorded all amendments to the Declaration made by the Association.
- (b) Vice President. The Vice President of the Association will perform the following duties:
 - (1) Act in the place of the President in the event of the President's absence, inability, or refusal to act.
 - (2) Exercise and discharge any other duties as may be required of the Vice President by the Board, and in connection with any additional duties, the Vice President will be responsible to the President.
- (c) Secretary. The Secretary of the Association will perform the following duties:
 - (1) Keep a record of all meetings and proceedings of the Board and of the Members.
 - (2) Keep the seal of the Association and affix it on all papers requiring the seal.
 - (3) Serve notices of meetings of the Board and the Members required either by law or by these Bylaws.
 - (4) Keep appropriate current records showing the Members together with their addresses.
 - (5) Sign as Secretary all deeds, contracts, and other instruments in writing that have been first approved by the Board if the instruments require a second signature by the Association, unless the Board has authorized another Officer to sign in the place and stead of the Secretary by duly adopted resolution.
 - (6) Prepare, execute, certify, and have recorded all amendments to the Declaration required by statute to be recorded by the Association.
- (d) Treasurer. The Treasurer of the Association will perform the following duties:
 - (1) Receive and deposit in a bank or banks, as the Board may from time to time direct, all of the funds of the Association.

- (2) Be responsible for and supervise the maintenance of books and records to account for the Association's funds and other Association assets.
- (3) Disburse and withdraw funds as the Board may from time to time direct and in accordance with prescribed procedures.
- (4) Prepare and distribute the financial statements for the Association required by the Declaration.

8.7. Qualification. Only Members will be qualified to serve as Officers of the Association, except for the office of Secretary, which need not be held by a Member.

8.8. Standard of Care. Except as otherwise provided in the Certificate of Formation, these Bylaws, or the Declaration, each Officer is liable as a fiduciary of the Owners for the Officer's acts or omissions.

ARTICLE 9 NO PERSONAL LIABILITY; INDEMNIFICATION

9.1. No Personal Liability. To the fullest extent permitted by applicable law, a Director or Officer will not be liable to the Association or its Members for monetary damages for any act or omission in the Director's or Officer's capacity as such, except that this Section does not eliminate or limit the liability of a Director or Officer to the extent the Director or Officer is found liable for any of the following:

- (a) A breach of the Director's or Officer's duty of loyalty to the Association or its Owners.
- (b) An act or omission not in good faith that constitutes a breach of duty of the Director or Officer to the Association or an act or omission that involves intentional misconduct or a knowing violation of the law.
- (c) A transaction from which the Director or Officer received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the Director's or Officer's office.
- (d) An act or omission for which the liability of a Director or Officer is expressly provided by an applicable statute. Any repeal or amendment of this Section by the Members of the Association will be prospective only and will not adversely affect any limitation on the personal liability of a Director or Officer arising from an act or omission occurring before the time of the repeal or amendment. In addition to the circumstances in which a Director or Officer is not personally liable as set forth in the foregoing provisions of this Section, a Director or Officer will not be liable to the Association or its Members to the extent as permitted by any law enacted after these Bylaws, including but not limited to any subsequent amendment to the Texas Business Organizations Code.

9.2. Indemnification. The Association will indemnify any Person who was, is, or is threatened to be made a named defendant or respondent in a proceeding (as defined in Section 9.5) because the Person (a) is or was a Director or Officer of the Association or (b) while a Director or Officer of the Association, is or was serving at the request of the Association as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee-benefit plan, or other enterprise, to the fullest extent that a corporation may grant indemnification to a Director or Officer under the Texas Business Organizations Code, as it exists or may later be amended. This right will be a contract right that will run to the benefit of any Director or Officer who is elected and accepts the position of Director or Officer of the Association or elects to continue to serve as a Director or Officer of the Association while this Section is in effect. Any repeal or amendment of this Section will be prospective only and will not limit the rights of any Director or Officer or the obligations of the Association with respect to any claim arising from or related to the services of a Director or Officer in any of the foregoing capacities before any repeal or amendment of this Section. This right will include the right to be paid or reimbursed by the Association for expenses incurred in defending any proceeding in advance of its final disposition to the maximum extent permitted under the Texas Business Organizations Code, as it exists or may later be amended. If a claim for indemnification or an advancement of costs of defense under these Bylaws is not paid in full by the Association within ninety (90) days after a written claim has been received by the Association, the claimant may bring suit against the Association to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant will also be entitled to be paid the expenses of prosecuting the claim. It will be a defense to any action that the indemnification or advancement of costs of defense is not permitted under the Texas Business Organizations Code, but the burden of proving this defense will be on the Association. Neither the failure of the Association (including the Board or any committee of the Board, special legal counsel, or Members) to have made its determination before the commencement of an action nor an actual determination by the Association (including the Board or any committee of the Board, special legal counsel, or Members) that the indemnification or advancement is not permissible will be a defense to the action or create a presumption that the indemnification or advancement is not permissible. If any Person having a right of indemnification under the foregoing provisions dies, the right will inure to the benefit of his or her heirs, executors, administrators, and personal representatives.

9.3. Rights Not Exclusive. The rights conferred in Section 9.2 are not exclusive of any other right that any Person may have or later acquire under any statute, these Bylaws, the Certificate of Formation, any resolution of Owners or Directors, by agreement, or otherwise.

9.4. Mandatory Indemnification. THE ASSOCIATION MAY ADDITIONALLY INDEMNIFY ANY PERSON COVERED BY THE GRANT OF MANDATORY INDEMNIFICATION TO SUCH FURTHER EXTENT AS IS PERMITTED BY LAW AND MAY INDEMNIFY ANY OTHER PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE EXTENT PERMITTED BY THEN APPLICABLE LAW, THE GRANT OF MANDATORY INDEMNIFICATION TO ANY PERSON UNDER THIS ARTICLE WILL EXTEND TO PROCEEDINGS INVOLVING THE NEGLIGENCE OF THE PERSON.

9.5. Definition of Proceeding. As used in these Bylaws, the term “proceeding” means any

threatened, pending, or completed action, suit, or proceeding (whether civil, criminal, administrative, arbitative, or investigative); any related appeal; and any inquiry or investigation that could lead to such an action, suit, or proceeding.

9.6. Other. Contracts or other commitments made by the Board, the Officers, or the Manager will be made by these Persons as agents for the Owners, and the Board, the Officers, and the Manager will have no personal responsibility on any contract or commitment (except as Owners), and the liability of any Owner on a contract or commitment will be limited to the proportionate share of the total liability that each Owner shares with respect to Assessments.

ARTICLE 10 MEETINGS OF DIRECTORS

10.1. Regular Meetings. Regular meetings of the Board will be held quarterly at a place within the Subdivision or at any other place permitted by law and designated at any time by resolution of the Board, at a time as may be fixed from time to time by resolution of the Board. Notice of the time and place of regular meetings will be posted at a prominent place within the Common Area and Facilities.

10.2. Special Meetings. Special meetings of the Board will be held when called by written notice signed by the President of the Association or by any two (2) Directors at a place within the Subdivision or at any other place permitted by law and designated at any time by resolution of the Board. The notice will specify the time and place of the meeting and the nature of any special business to be considered. Written notice of a special meeting must be given to each Director not less than three (3) days or more than fifteen (15) days before the date fixed for the meeting. The written notice must be delivered personally, sent by mail, or sent by fax to each Director at the Director's address as shown in the records of the Association. A copy of the notice will be posted in a prominent place or places in the Common Area and Facilities of the Subdivision at least three (3) days before the date of the meeting.

10.3. Quorum. A quorum for the transaction of business by the Board will be a majority of the number of Directors constituting the Board as fixed by these Bylaws.

10.4. Voting Requirement. The act of a majority of Directors present in person or by proxy at a meeting at which a quorum is present at the time of the act will be the act of the Board unless any provision of any of the Restrictions requires the vote of a greater number.

10.5. Action Without Meeting. Any action involving routine or administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate action that may be taken at a meeting of the Directors may be taken without holding a meeting, providing prior notice, or taking a vote if a consent in writing, setting forth the action so taken, is signed by the requisite number or voting power of the Directors and filed with the Secretary of the Association. A Director can consent to an action to be taken by electronic mail (e-mail). Consent by e-mail is considered to be written, signed, and dated for the purposes of this Section if the e-mail sets forth or is delivered with information from which the Association can determine that the e-mail was transmitted by the Director and the date on which the Director transmitted the e-mail. The date of the e-mail is the date on which the consent was signed. Consent given by e-mail may

not be considered delivered until the consent is reproduced in paper form and the paper form is delivered to the Association at its registered office in this state or its principal place of business, or to an officer or agent of the Association having custody of the book in which proceedings of Director meetings are recorded. Consent given by e-mail may be delivered to the principal place of business of the Association or to an Officer or agent of the Association having custody of the book in which proceedings of Director meetings are recorded to the extent and in the manner provided by these Bylaws. Any photographic, fax, or similarly reliable reproduction of a consent in writing signed by a Director may be substituted or used instead of the original writing for any purpose for which the original writing could be used, if the reproduction is a complete reproduction of the entire original writing.

10.6. Open Meetings. Regular and special meetings of the Board will be open to all Members of the Association; however, Members who are not members of the Board may not participate in any deliberation or discussion unless expressly authorized to do so by the vote of a majority of a quorum of the Board.

10.7. Executive Session. The Board may, with the approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved, contract negotiations, enforcement actions, confidential communications with the Association's attorneys, matters involving the invasion of privacy of individual Members, other business of a confidential nature involving a Member, and matters requested by the involved parties to remain confidential. The nature of any business to be considered in executive session will first be announced in open session. Any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in the executive session.

10.8. Meeting Minutes. The Board will keep a record of each regular or special meeting of the Board in the form of written minutes of the meeting. The Board will make meeting records, including approved minutes, available to the Members for inspection and copying on written request to the Manager at the address appearing on the most recently filed management certificate, or if there is not a Manager, to the Board.

10.9. Notice to Members. Except for actions taken by the Board without a meeting under Section 10.5, Members will be given notice of the date, time, place, and general subject of all regular or special meetings of the Board, including a general description of any matter to be brought up for deliberation in executive session. Except for any portion of a meeting conducted in executive session, if a meeting is held by telephone conference or other electronic communication, notice will include instructions for how Members will access any telephonic or electronic communication. The notice must be (1) mailed to each Member no earlier than sixty (60) days and no later than ten (10) days before the meeting, or (2) provided at least one hundred forty-four (144) hours before the start of a regular meeting of the Board and at least seventy-two (72) hours before the start of a special meeting of the Board by (a) posting the notice in a conspicuous manner reasonably designed to provide notice to the Members (i) in a prominent place or places in the Common Area and Facilities of the Subdivision or, with the consent of the applicable Owner, on

other conspicuously located privately owned property within the Subdivision, or (ii) on any Internet website that is available to Members and maintained by the Association or by a management company on behalf of the Association, and (b) sending the notice by electronic mail (e-mail) to each Member who has registered an e-mail address with the Association. Each Member must keep an updated e-mail address registered with the Association. If the Board recesses a regular or special meeting of the Board to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent the notice requirements of this Section. If a regular or special meeting of the Board is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board will give notice of the continuation in at least one manner prescribed by this Section within two (2) hours after adjourning the meeting being continued. Any action taken without notice to the Members under this Section must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the applicable regular or special meeting, and documented in the minutes of the next regular or special meeting of the Board. Despite anything in these Bylaws to the contrary, the Board may not, unless done in an open meeting for which prior notice was given to the Members under this Section, consider or vote on (1) fines, (2) damage assessments, (3) initiation of foreclosure actions, (4) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety, (5) increases in Assessments, (6) levying of special Assessments, (7) appeals from a denial of Architectural Committee approval, (8) a suspension of a right of a particular Owner before the Owner has an opportunity to attend a meeting of the Board to present the Owner's position, including any defense, on the issue, (9) lending or borrowing money, (10) the adoption or amendment of a dedicatory instrument, (11) the approval of an annual budget or the approval of an amendment of an annual budget, (12) the sale or purchase of real property, (13) the filling of a vacancy on the board, (14) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements, or (15) the election of an officer.

ARTICLE 11 BOOKS AND RECORDS

11.1. Maintenance. Complete and correct records of account and minutes of proceedings of meetings of Members, Directors, and committees will be kept at the Association's registered office or principal office in the State of Texas. A record containing the names and addresses of all Members entitled to vote will be kept at the Association's registered office or principal office in the State of Texas.

11.2. Inspection. Records kept under Section 6.04(c) of the Declaration will be available for inspection and copying by any Member or any Director for any proper purpose upon the terms and conditions and subject to the requirements of Texas Property Code section 209.005 (or any successor statute).

ARTICLE 12 GENERAL PROVISIONS

12.1. Amendment of Bylaws. These Bylaws may be amended, altered, or repealed at a regular or special meeting of the Members by the affirmative vote in person or by proxy of Members

representing fifty-one percent (51%) of the Members; however, these Bylaws will not be amended or otherwise changed or interpreted so as to be inconsistent with the Declaration. Despite the preceding sentence, the percentage of affirmative votes necessary to amend a specific clause or provision will not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause or provision. Further, the Members may not meet to adopt an amendment or other change to these Bylaws unless the Association or Board has given to each Owner a document showing the specific amendment or other change that would be made to the Bylaws no earlier than sixty (60) days and no later than ten (10) days before the date of the meeting. The information is considered to have been given to an Owner on the date the information is personally delivered to the Owner, as shown by a receipt signed by the Owner, or on the date shown by the postmark on the information after it is deposited in the U.S. mail with a proper address and postage paid. If any proposed amendment to these Bylaws would affect less than all of the Lots, the amendment will not be effective without the consent of the Owners of those Lots adversely affected by the amendment.

12.2. Notices.

- (a) Any notice, demand, or other communication required to be given or to be served on any Person must be in writing. Unless otherwise required by law, the notice, demand, or other communication must be delivered to the Person to whom the notice is directed (1) in person, with written receipt received, (2) by U.S. mail, registered or certified, (3) by a nationally recognized overnight delivery service, (4) by e-mail, or (5) by any other method required or permitted under the Declaration, Certificate of Formation, or Bylaws. Notices, demands, or other communications delivered by U.S. mail will be deemed given and received when deposited, properly addressed and with proper postage, with the U.S. Postal Service. If delivery is by e-mail, the notice will be deemed to have been given when the message is transmitted to the proper e-mail address. The address or e-mail address at which a Person is given notice may be changed from time to time by notice in writing given by the Person to the Association.
- (b) On the consent of any Person, notice from the Association may be given to the Person by electronic transmission. Any Person may specify the form of electronic transmission to be used to communicate notice. The Person may revoke this consent by written notice to the Association. The consent is deemed to be revoked if the Association is unable to deliver by electronic transmission two (2) consecutive notices, and the Person responsible for delivering notice on behalf of the Association knows that delivery of these two (2) electronic transmissions were both unsuccessful. The inadvertent failure to treat the unsuccessful transmissions as a revocation of consent does not invalidate a meeting or other action. Notice by electronic transmission is deemed given when the notice is (1) transmitted to a fax number provided by the Person for the purpose of receiving notice, (2) transmitted to an e-mail address provided by the Person for the purpose of receiving notice, (3) posted on an electronic network and a message is sent to the Person at the address provided by the Person for the purpose of alerting the Person of a posting, or (4) communicated to the Person by any other form of electronic transmission

consented to by the Person.

12.3. Meetings by telephonic or electronic means. Directors and Members may participate in, and hold a meeting by means of, a telephone conference or other similar remote- or electronic-communication system by means of which all Persons participating in the meeting can hear each other. Participation in a meeting involving remote communication will constitute presence in person at the meeting, except where a Person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened, if (1) the Association implements reasonable measures to verify that each Person considered present and permitted to vote at the meeting by means of remote communication is the appropriate Person entitled to participate and vote, (2) the Association implements reasonable measures to provide the Directors and Members at the meeting by means of remote communication a reasonable opportunity to participate in the meeting and to vote on matters submitted, including an opportunity to read or hear the proceedings of a meeting substantially concurrently with the proceedings, and (3) the Association maintains a record of any vote or other action taken at the meeting by means of remote communication.

12.4. Rules.

- (a) The initial Association Rules, if, as, and when adopted, will be effective until amended or supplemented by the Board of Directors, and are in addition to any rules and regulations or other restrictions on use set forth in the Declaration.
- (b) Subject to Section 12.1, the Board, under these Bylaws and the Declaration, reserves the power to establish, make, and enforce compliance with any additional Association Rules as may be necessary for the operation, use, and occupancy of the Subdivision with the right to amend them from time to time, provided they do not conflict with this Declaration. Copies of these Association Rules must be furnished to each Owner before the date when they become effective. If any proposed amendment to the Association Rules would affect less than all of the Lots, the amendment will not be effective without the consent of the Owners of those Lots adversely affected by the amendment.

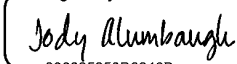
12.5. Abatement and Enjoinment. The violation of any Association Rule promulgated by the Board, or the breach of any of these Bylaws, or the breach of any provision of the Declaration will give the Board the right, in addition to any other rights set forth in the Declaration or in these Bylaws, to do the following:

- (a) To enter the Lot in which, or as to which, the violation or breach exists and to (1) summarily abate and remove, at the expense of the Owner of the defaulting Lot, any Person, structure, thing, or condition that may exist contrary to the intent and meaning of the provisions of the Declaration or these Bylaws, and the Board will not be deemed guilty in any manner of trespass, and (2) expel, remove, and put out such Person, structure, thing, or condition, using any force as may be necessary in so doing, without being liable to prosecution or any damages.

- (b) To enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

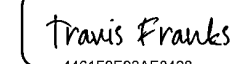
12.6. Attestation. Adopted by the Board, on March 10, 2026, and to be effective when recorded in the real property records of Tarrant County, Texas.

ATTEST:

Signed by:

396825850D6846B...

Jody Alumbaugh, Board of Director

ATTEST:

Signed by:

4461F9E92AE8428...

Travis Franks, Board of Director

ATTEST:

DocuSigned by:

A62CC41F809A431...

Emily Reeves, Board of Director

EXHIBIT C
Architectural Guidelines

(Following)

The Heart of WillowTree Gardens

WillowTree Gardens is more than a collection of homes; it is a thoughtfully composed neighborhood rooted in beauty, proportion, and connection. Each residence contributes to a larger story—one of architectural grace and a shared sense of place. At its core lies ***Romantic Modernism***, an approach that blends classical balance with modern clarity to create homes that feel both timeless and quietly contemporary.

This philosophy values emotional resonance over transient trends, celebrating spaces that are serene, soulful, and enduring. It draws upon the order and elegance of traditional design, reinterpreted through a lens of simplicity and restraint. Every home is composed with intention—geometry that is clean but never cold, softened by texture, shadow, and natural light.

The built environment at WillowTree Gardens is defined by:

- **Purposeful form and hierarchy**, where each massing feels considered and every elevation tells a quiet story.
- **Clean lines softened by organic textures**, inviting touch, light, and life into the architecture.
- **Expansive windows and thoughtful openings**, connecting interior spaces to the landscape beyond.
- **Front porches and outdoor rooms**, designed to foster neighborly interaction and a sense of welcome, encouraging connection across thresholds and between homes.

This is a neighborhood designed not only to look beautiful but to live beautifully. It embraces the rhythm of everyday life—moments of solitude, the warmth of gatherings, and the joy of the familiar. It is a place where architecture supports community, where design elevates the ordinary, and where every detail contributes to a greater sense of harmony.

The guidelines that follow are not intended as a set of restrictions, but as a shared framework for creating a cohesive and meaningful environment. They protect the vision of WillowTree Gardens, ensuring that every home contributes to a lasting legacy of beauty, integrity, and place.

Architectural Guidelines

A Framework for Quiet Beauty

The homes of WillowTree Gardens are not simply structures, they are carefully composed architectural statements that reflect timeless proportion, softness in geometry, and a graceful connection to the landscape. These guidelines define the essential characteristics of each home, ensuring consistency in quality while allowing for personal expression within the Romantic Modernism language.

These are not rigid formulas, but shared principles intended to guide the creation of spaces that are refined, livable, and enduring.

A. Building Setbacks

- Villa Lots 4-17 (14 total)
 - Front: 10 feet
 - Side: 6 feet east 0 feet west
 - Rear: 20 feet

- Estate Lots 1-3 and 18-20 (6 total)
 - Front: 35 feet
 - Side: 10 feet
 - Rear: 40 feet

B. Building Massing & Composition

- Minimum square footage for residences shall be no less than 3,000 square feet of air-conditioned space.
- Primary forms should be **simple and elegant**, with clear visual hierarchy between dominant volumes and supporting wings or elements.
- Compositions should be balanced but not symmetrical. Use of asymmetry must feel intentional and refined.

C. Driveways

- Driveways for estate lots shall be no less than 12' wide and should match the width of the garage doors.
- 5' radius required at driveway entry.

D. Parking

- A minimum of 2 on site parking spaces are required at each residence.

E. Scale, Proportion & Rhythm

- No more than two stories are allowed.
- Maximum overall building height shall comply with City of Southlake zoning
- No horizontal wall over two stories tall may be longer than 40 feet without a change in depth of a minimum of 1 foot.
- Vertical walls that face the street and span 2 stories must be 26 feet or less in width.
- Use **human-scaled massing** that feels grounded and approachable.
- Align doors and windows with structural logic, column and beam spacing should inform the fenestration rhythm.
- Maintain consistent floor-to-ceiling heights across spaces unless varied for architectural intent.
- Homes on Estate Lots shall present a minimum one-and-one-half story elevation toward the primary street.
 - A one-story floor plan is allowed; however, the front elevation must include a second-level element such as habitable space, an attic room, or a well-proportioned mass that creates a one-and-one-half story appearance on the street side.
 - Second-level elements must be integrated into the main roof mass and may not appear as small, unrelated "pop-ups."

F. Floor to ceiling height:

- A minimum of 10' floor to ceiling is required on the first floor.
- A maximum of 12' floor to ceiling is allowed on the first floor.
- A minimum of 9' floor to ceiling is required on the second floor.
- Second floor areas that are "open to below" may be allowed to have higher floor to ceiling height.

G. Roof Forms

- Primary roofs 6/12 to 12/12
- Secondary Roofs: 6/12
- Roofing of a slope less than 3/12 is allowed but only accepted in minor areas and shall not exceed 15% of total roof area.
- Gable, shed, and clipped gable forms are encouraged when proportioned appropriately.
- Minor flat roof elements (e.g. over entry or connecting volumes) are permitted but may not exceed 15% of total roof area.
- Overhangs are encouraged and should be expressive but restrained—**12" minimum**, with deeper projections encouraged for outdoor shading and mass articulation.

- All roof penetrations (vents, stacks) shall be located away from public elevations and painted to match the roof.

H. Front Porches & Outdoor Rooms

- Each home shall include a **front porch or entry element** that contributes to neighborhood connectivity and a sense of welcome.
- Porches should be scaled for real use—not just decorative—with a **minimum depth of 6 feet**.
- Walled in front patios may be used instead of a front porch, but are encouraged to include open fencing to allow visibility.
- Outdoor rooms, courtyards, and terraces are highly encouraged as part of the Romantic Modernist lifestyle.
- Outdoor spaces should feel like **intentional extensions of the architecture**, framed by walls, overhangs, or landscape.

I. Doors

- Doors should be solid, paneled, or glass-inset in a manner that complements the architecture.
- Glass doors shall carry the same divided lite style as the windows.
- Openings should feel **generous, intentional, and well-composed**.
- Sliding doors are permitted to open into the side and rear yards if they are integrated with the overall massing and meet minimum aesthetic thresholds.

J. Windows

- Windows must be stained wood, painted wood, aluminum or aluminum clad wood with divided lites or simulated divided lites.
- Fiberglass windows are allowed, but only with the prior approval of the architectural control committee.
- Window groupings must balance verticality and horizontal movement—avoid overly repetitive or commercial appearances.
- Recessed windows and subtle shadow reveals are encouraged to enhance depth and articulation.
- Window color must be consistent across the home (no mixed finishes).
- Mullions, frames, and profiles should be slim and proportional to the massing.
- All window and door flashing must be integrated cleanly with wall finishes.
- Large expanses of glass should be balanced by solid wall masses and architectural framing.
- Steel is permitted but not required, and should be reserved for homes where its aesthetic impact is justified and budget permits.

K. Chimneys & Vertical Elements

- Chimneys, when present, should be designed as sculptural anchors, not merely mechanical enclosures.
- Chimney caps must be cast stone or metal.
- Vertical towers or light wells may be used sparingly to bring daylight into central spaces, if proportioned and composed elegantly.

L. Finished Floors

- The concrete slab for the first floor levels for each lot shall be identified by the civil engineer on the development plans.

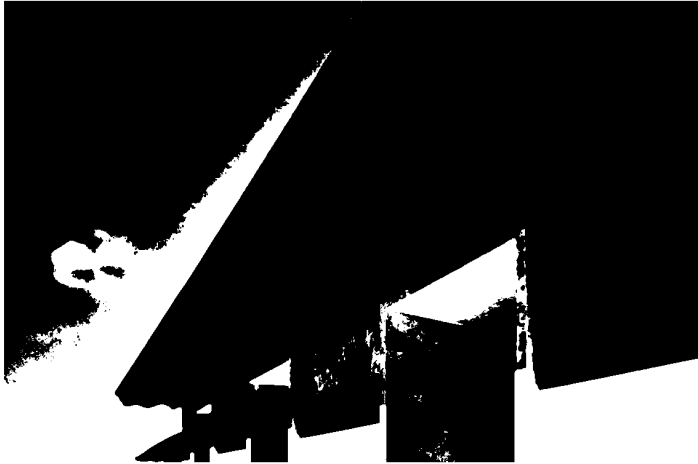
M. Garages and Auxiliary Structures

- A minimum of 2 car garage spots are required for each residence.
- All garages on Villa lots will face the alley.

- Detached garages, pool houses, or garden structures must maintain the same level of detail and material quality as the main residence.
- These structures should always be secondary in mass and clearly subordinate to the primary architecture.
- Carports are not allowed.

N. Roof Overhangs, Gutters and Downspouts

- If exposed Rafters are utilized they must be square tapered cut and no less than a 2x6.



- Curvilinear shaped rafter tails are encouraged.
- Roof overhangs are not required, but are encouraged to be a minimum of 12 inches.
- Roof overhangs may not intrude more than 12 inches into the adjacent property aerial easement.
- Large overhangs are encouraged and if utilized are encouraged to have visible bracing.
- Gutters must be half round with exposed hangers.
- Rain chains are allowed, but must drain into the ground and away from the residence.

O. Door and Window Shutters

- Shutters are encouraged but must be operable and match the size and shape of adjacent windows and doors.
- Shutter materials will be reviewed on a case by case basis by the architectural control committee.

P. Roofing Materials

- Class A roofing materials are required:
 - Clay or concrete tile
 - Standing seam metal
 - Slate or synthetic slate
 - Class IV composite asphalt shingles
 - Standard 30 year composite shingle roof is not allowed
- Alternative roofing materials will be reviewed on a case by case basis by the architectural control committee.
- Roof colors should be neutral, black, charcoal, warm gray, or muted earth tones.
- Bright or variegated composite shingles are not allowed

Q. Driveways

- The following materials are allowed:
 - Concrete (Villa lots only)
 - Stamped, Integral Color or enhanced finish Concrete shall be used on Estate Lots
 - Concrete pavers (infill with approved gravel or grass. (Artificial grass infill will be reviewed on a case by case basis by the architectural control committee.)
 - Grass blocks

Exterior Construction Materials

Materials That Speak with Quiet Confidence

The material palette at WillowTree Gardens is foundational to its architectural identity. Every surface, edge, and joint should express quality and restraint, favoring natural character over artificial embellishment, and timelessness over trend.

This section outlines approved materials, finish expectations, and design intent for all visible exterior surfaces. While consistency is critical, variety within the prescribed palette is encouraged to provide richness, depth, and individuality across the neighborhood.

A. Foundation:

- Slab on grade with piers
- Structural floating slab if budget permits

B. Walls:

- Exterior wood frame (2x6 minimum)
- Interior wood frame (2x6 preferred, 2x4 will be allowed in specific approved situations)

C. Exterior Walls:

- The following materials are allowed: All materials are subject to architectural control committee approval.
 - Smooth or lime-washed stucco/plaster
 - Applied as a uniform surface with clean edges
 - Float finish or light brush texture preferred over heavy trowel patterns
 - Stone veneer or cut stone cladding (preferred)
 - Must appear structural and integrated, not as decorative appliqué
 - Brick (preferred)
 - Colors should be neutral, warm gray, or muted earth tones.
 - Grout color must match brick color.
 - Painted brick is allowed, but must follow the same color restrictions.
 - Weeping mortar joints are not allowed.
 - German smear will be reviewed on a case by case basis by the architectural control committee.
 - Wood siding (natural or stained)
 - Used sparingly and with architectural intent (e.g. inset panels, soffits, or protected niches)
 - Vertical, shiplap, or board-and-batten patterns permitted are allowed on a case by case basis by the architectural control committee.
 - Fiber Cement Board
 - Used sparingly and with architectural intent (e.g. inset panels, soffits, or protected niches)
 - Tongue and Groove is allowed
 - Vertical, shiplap, or board-and-batten patterns are allowed on a case by case basis by the architectural control committee.
 - Corten Steel
 - Used sparingly and with architectural intent (e.g. window shadow boxes, accent walls, niches, outdoor fireplace surrounds)
- The following materials are prohibited:
 - Faux stone, manufactured siding, vinyl, EIFS, or synthetic stucco
 - Highly patterned or multi-color masonry

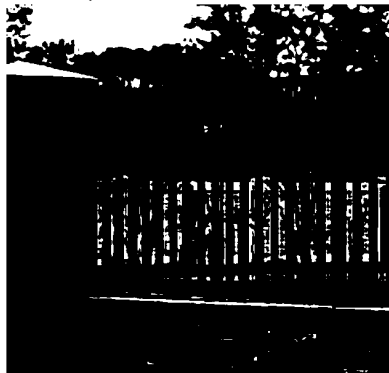
- Overly distressed textures, or “faux-aged” applications

D. Colors:

- The color palette for WillowTree Gardens must remain soft, muted, and natural. All materials are subject to architectural control committee approval.
 - Warm whites, putty tones, limestone, taupe, aged bronze, and charcoal
 - Natural wood tones (medium to dark, not yellow or red)
 - Matte and low-luster finishes only—no high-gloss or reflective surfaces
 - Painted elements must be part of an approved scheme with no more than three finish colors per home

E. Fences and Walls

- Shared neighbor fences between Lots 1-3 and 18-20 shall be 6ft board on board cedar stained medium brown with galvanized metal posts, 2x6 treated lower kickboard and top cap.
- The northern portion of property line fence on lots 1, 2 and 3 is located within a private drainage easement and shall be a city approved iron fence. Iron fence shall start on the southern end of the drainage easement and continue until it connects to the main perimeter development wall.
- Shared fence costs shall be split between neighbors.
- Front courtyard walls must be 100% masonry in construction and not exceed 8 ft in height.
- Front courtyard walls must have at least 30% of the total area as openings which may be filled with metal fencing or gates. Operable gates are encouraged.
- Front cross fences at Villa lots shall be 6ft wrought iron and match the approved development iron fence
- Front cross fences at Estate lots shall be 6ft wrought iron and match the approved development iron fence
- Corner Villa lots 4, 12, 13, 14, 17 fences that face the alleys or road shall be a 6ft tall CMU wall with stone each side and top cap that matches the development stone with 8ft tall column at approximately 25ft on center infilled with a 2ft tall wrought iron fence between columns. These fences shall be built to match the development fence located on Lot 3 and 18. Each fence shall be centered on the property line.
- Approved development iron fence as shown below.



-
- All outdoor equipment including HVAC and pool equipment must be screened from public view from any right-of-ways or open spaces by either cedar board on board, iron fencing with evergreen inserts or plants. All plants used for screening shall be of sufficient height and spread at the time of planting to fully screen the item

F. Fascia, Soffits, and Trim

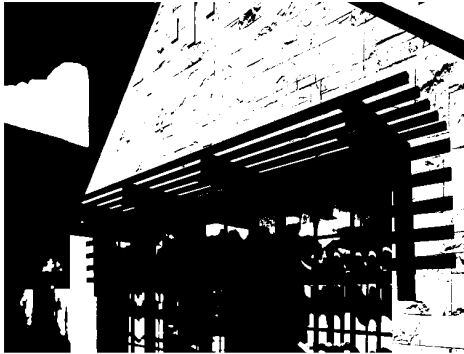
- Minimal trim preferred, flush detailing, clean shadow reveals, and precise joints
- Where fascia is expressed, it should be simple and substantial
- Soffits may be smooth or wood-lined, and should express quiet craft

G. Gates and Porch Railings

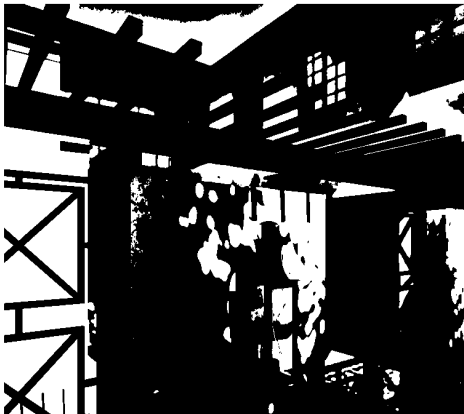
- Wrought Iron and metal are preferred.
- Dark Bronze tones are encouraged
- Designs and patterns must meet code and are subject to architectural control committee approval.

H. Trellis

- Metal trellis awnings over windows are encouraged (see example below)



- Metal trellis over front courtyard wall are encouraged (see example below)



I. Pools and Spas

- Pools are allowed and encouraged but may be difficult to fit within the Villa sites.
- Pools must be in-ground
- Spas may be raised above the pool, but no more than 18 inches.
- Pools must meet all applicable building codes.
- Pool equipment must be hidden from view.
- Cabana structures are allowed, but must fit within the building setbacks and follow all of the design guidelines listed in this document.

J. Exterior Lighting

- Decorative fixtures must be warm in tone and scaled to the architecture.
- At least one gas lantern is required for each residence.
- Lanterns may be wall mounted or pedestal mounted. (see examples below)



- Uplighting is permitted on facades but must be warm in tone and not shine or cast shadows on adjacent properties.
- Downlighting should highlight entries, paths, and landscape elements
- All exterior lights must be approved during design review

K. Porches and deck material

- Stone or tile is required for all front facing porches and patios.
- Artificial decking materials are allowed for porches or patios that are not visible from the front of the residence.