



City of Colleyville City Council Worksession Agenda

City Hall
100 Main Street
Colleyville, Texas 76034
817.503.1000
www.colleyville.com

Thursday, October 25, 2018
3:00 p.m.

Executive Conference Room
Third Floor - City Hall

1. CALL TO ORDER

2. PRESENTATION AND DISCUSSION

- 2a** Discussion regarding tabled Ordinance-O-18-2056 - Consideration of a zoning change from the R-40 Single Family Residential zoning district and AG Agricultural zoning district to the PUD-R Planned Unit Development-Residential zoning district on Lot 1R1 and 1R2, Block 1, of the Bear Creek Plantation, located at 1312 John McCain Road and 7309 Holly Lane N, Case ZC18-019

3. ADJOURNMENT

I hereby certify this agenda was posted on City Hall bulletin boards Friday, October 19, 2018 by 5:00 p.m.

Christine Loven, TRMC
City Secretary

A quorum of any Colleyville board, commission, or committee may be present at this meeting.

Any matter on this agenda may, at the discretion of the governing body, be opened for public comment and discussion.

If you plan to attend this public meeting and have a disability that requires special accommodations, please advise the City Secretary at least 48 hours in advance at 817.503.1133, and reasonable accommodations will be made to assist you.



City of Colleyville Colleyville City Council Worksession Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number 2a	Agenda Date 10/25/2018	Number
Type Presentation and Discussion		
Department City Council		

Title

Discussion regarding tabled Ordinance-O-18-2056 - Consideration of a zoning change from the R-40 Single Family Residential zoning district and AG Agricultural zoning district to the PUD-R Planned Unit Development-Residential zoning district on Lot 1R1 and 1R2, Block 1, of the Bear Creek Plantation, located at 1312 John McCain Road and 7309 Holly Lane N, Case ZC18-019

Explanation

Mayor Richard Newton will lead the discussion regarding the attached draft ordinance.

Attachments

1. Declaration of Covenants Conditions and Restrictions
2. Draft Ordinance - 1312 John McCain Road AG-R40 to PUD-R - Oak Alley

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR OAK ALLEY**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TARRANT §

DEVELOPER, LLC, a Texas limited liability company; OAK ALLEY HOA, INC. a Texas corporation (all, "Declarant") is the owner of all that certain land described in EXHIBIT "A", attached hereto and incorporated herein for all purposes (the "Property").

Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of establishing a general scheme for the development of all of the lots in the Property, and which shall run with the land and be binding on all property or any part thereof, and shall inure to the benefit and binding upon of each owner thereof, and his heirs, administrators, successors and assigns.

DEFINITIONS

The following words when used in this Declaration or any amendment or supplement hereto (unless the context shall otherwise clearly indicate or prohibit) shall have the following meanings:

“Addition” shall mean Oak Alley subdivision as depicted in Exhibit A hereof.

“Assessment” shall mean any of the assessments described Article IV hereof.

"Association" shall mean and refer to Oak Alley Homeowners Association, Inc., a Texas non-profit corporation, which after its formation, but subject to the provisions of this Declaration, shall have the power, duty and responsibility of maintaining and administering the Common Area, collecting the Assessments and charges hereinafter prescribed, and the right of administering and enforcing this Declaration.

“Board” shall mean the Board of Directors of the Association.

“Builder” shall mean an Owner who is primarily engaged in the business of homebuilding and is building Residences on one or more Lots.

“City” shall mean the city of Colleyville.

"Common Area" shall mean and refer to the following: (a) easements for lighting and landscaping in the entryway, as more particularly described herein, (b) an easement for a masonry wall and/or fence as more particularly described herein, (c) ponds and water features, and (d) any other property hereafter conveyed to the Association as Common Area that shall be maintained by the Association.

Deleted:
Deleted:
Deleted:
Deleted:

“Committee” shall have the meaning described in section 6.1 hereof.

“County” shall mean Tarrant County, Texas.

"Declarant" shall mean and refer to the entities named in the first paragraph above and their successors and assigns (if any). No person or entity purchasing one or more Lots from Declarant in the ordinary course of business shall be considered a “Declarant”.

“Development Period” shall mean the period beginning on the date of recording of this Declaration and expiring twenty (20) years thereafter unless previously waived in writing by Declarant; during the Development Period, the Declarant reserves the right to facilitate the development, construction and marketing of the Property and the right to direct the size, shape, and composition of the Property pursuant to section 209.002 (4-a) of the Texas Property Code.

“First Mortgagee” shall mean the holder, insurer, or guarantor of a purchase money mortgage secured by a recorded first deed of trust lien against a Lot, or any renewal, modification or refinancing thereof.

"Lot" shall mean and refer to any plot or tract of land shown upon the Plat, as amended from time to time, which is designated as a lot therein by a number and which is or will be improved with a Residence. If any Common Area may be platted as separate lots in the Plat, same shall be excluded from the definition of "Lot" as used herein. "Adjoining Lot" shall mean and refer to a Lot which is immediately adjacent to any other Lot as shown on the Plat. Any reference herein to the visibility of an item from any Adjoining Lot shall mean the visibility of such item from the ground level of the structure located on the Adjoining Lot and not the second story of a two-story dwelling located thereon.

"Member" shall mean and refer to each Owner of a Lot.

"Owner" shall mean and refer to each and every person or business entity who or which is a record owner of a fee or undivided fee interest in any Lot; however, the word "Owner" shall not include person(s) or entity(ies) who hold a bona fide lien or interest in a Lot as security for the performance of an obligation.

“Plat” shall mean that certain Final Plat of Oak Alley, a plat recorded as Instrument No _____, Real Property Records, Tarrant County, Texas.

"Property" shall mean and refer to the Property described in EXHIBIT "A", and any additions thereto which are subject to this Declaration or any amendment or supplement hereto, prepared and filed of record pursuant to the provisions hereof.

“Residence” shall mean any dwelling constructed on a Lot.

“Streets” shall mean those streets shown on the Plat.

ARTICLE I

MEMBERSHIP AND VOTING RIGHTS

Section 1.1. Membership. Every Owner of a Lot shall automatically be a Member of the Association for so long as he is an Owner.

Section 1.2. Voting Rights. The Association shall have three classes of Members:

CLASS A: Class A Members shall be all Members other than Class B and Class C Members. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

CLASS B: Class B Members shall be any Builders. Class B Members shall be entitled to two (2) votes for each Lot owned. The Class B membership shall cease when a Residence is conveyed to a third party who is not a Builder.

CLASS C: The Class C Member shall be the Declarant. The Class C Member shall be entitled to ten (10) votes for each Lot which it owns; this membership Class shall expire upon the conveyance to a Class B member and/ or third parties of all Lots owned by Declarant.

Section 1.3. Quorum, Notice and Voting Requirements. The quorum, notice and voting requirements of and pertaining to the Association are set forth within the Bylaws of the Association as same may be amended from time to time.

ARTICLE II

GENERAL POWERS OF THE BOARD OF DIRECTORS

Section 2.1. General Powers. The affairs of the Association shall be conducted by its Board. The Board shall be selected in accordance with the Certificate of Formation of the Association (attached hereto as EXHIBIT "B") and Bylaws of the Association (attached hereto as EXHIBIT "C"). The Board, for the benefit of the Common Area and the Owners, shall have the following rights:

- (a) To provide for the care of and preservation of the Common Area and the furnishing and upkeep of any desired fixtures, personal property and landscaping in the Common Area, and to maintain any drainage pipes in Common Area or in easements conveyed to the Association;
- (b) To maintain the Common Area, including care for the grass, shrubs, flowers, and trees;

(c) To provide for any private trash and garbage collection service and security arrangements, at its discretion;

(d) To pay for taxes, insurance and utilities (including without limitation, electricity, gas, water and sewer charges) which pertain to the Common Area only;

(e) To hire the services of a person or firm (including Declarant and any affiliates of Declarant) to manage the Association or any separate portion thereof, and to maintain the Common Area, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by a manager designated by the Board;

(f) To contract for legal and accounting services;

(g) To obtain and purchase any other materials, supplies, furniture, labor, services, maintenance, repairs, and structural alteration which the Board is required to obtain or pay for pursuant to the terms of this Declaration or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration;

(h) To execute all declarations of ownership for tax assessment purposes with regard to any of the Common Area;

(i) To enter into agreements or contracts with companies and taxing authorities with respect to: (i) taxes on the Common Area; (ii) insurance coverage (if any) on Common Area, and (iii) utility installation, consumption and service matters;

(j) To borrow funds to pay costs of operations and improvements, secured by assignment or pledge of income, if the Board sees fit, or secured by such assets of the Association as deemed appropriate by the lender and the Board;

(k) To enter into contracts, maintain one or more bank accounts, and, generally, to have all the powers necessary or incidental to the operation and management of the Association;

(l) To protect or defend the Common Area from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements;

(m) To make reasonable rules and regulations for the Common Area and to amend them from time to time;

(n) To make available to each Owner, within one hundred twenty (120) days after the end of each fiscal year, an annual report;

(o) To adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property;

(p) To enforce the provisions of this Declaration and any rules made hereunder and to assess, institute foreclosure, fine, enjoin and/or seek damages from any Owner for violation of such of provisions or rules; provided, that the Board may exercise discretion in deciding to enforce the provisions of this Declaration and said rules, so long as it does not act in an arbitrary or capricious manner.

(q) To do such other acts as are contemplated by or are appropriate to this Declaration and the Certificate of Formation and Bylaws of the Association.

Section 2.2. Board Powers, Exclusive. The Board, acting through any Officer of the Association, shall have the exclusive right to contract for all goods, services, and insurance, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein. In the event or if for any reason the Board is not deemed authorized to act for and on behalf of the Association and the Members, then Declarant may exercise its power and authority described herein to act for and on behalf of the Association and the Members, and the Association shall reimburse Declarant for any and all reasonable expenses incurred in so acting.

Section 2.3. Contracts With Owners. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner (including without limitation, Declarant) for the performance, on behalf of the Association, of services which the Board is otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

Section 2.4. Liability Limitations. Neither any Member, the Board, any Director, nor any Officer of the Association shall be personally liable for debts contracted for, or otherwise incurred by the Association, or for a tort of another Member or the Association, whether such other Member was acting on behalf of the Association or otherwise. Neither Declarant, the Association, nor their Directors, officers, agents, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or for failure to repair or maintain the same.

Section 2.5. Reserve Funds. The Board may establish reserve funds which may be maintained and accounted for separately from other funds maintained for annual operating expenses.

Section 2.6. Restrictions on Contracts. Neither Declarant nor the Association may directly or indirectly enter into any management agreement or any other contract on behalf of the Association which extends beyond the expiration of the Development Period. The Association may, however, following such date, enter into new management agreements or other contracts in accordance with this Declaration.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON AREA

Section 3.1. Members' Easement of Enjoyment. Subject to the provisions contained herein, the Association shall have and is hereby granted, transferred and conveyed a non-exclusive right and easement in and to the Common Area. The use of the Common Area by any Member, licensee, or guest of either, shall be at their own risk.

Section 3.2. Easements to the Common Area. The Declarant hereby reserves for the benefit of the Association and transfers to the Association an easement as "Common Area" over the landscaped common area of the Addition. The Declarant shall have the right and option (without the joinder and consent of any person or entity, save and except any consent, joinder or approval required by any governmental authority) to redesign, reconfigure, alter, improve, landscape and maintain the Common Area, provided that Declarant fully and timely complies with any and all requirements of any governmental authorities.

Section 3.3. Extent of Members' Easement. The rights and easements created hereby shall be subject to the following:

- (a) The right of the Association to prescribe reasonable regulations and policies governing the Common Area;
- (b) All matters recorded in the Real Property Records of the County, to the extent that same affect the Common Area as of the date of the recording of this Declaration, and such further easements, restrictions and exceptions as the Declarant or the Association may grant to other parties;
- (c) The right of the Association to enter into and execute contracts with any party (including, without limitation, Declarant) for the purpose of providing maintenance or such other materials or services consistent with the purposes of the Association.

Section 3.4. Declarant's and Association's Responsibilities for Common Area.

- (a) All initial improvements to the Common Area shall be performed by Declarant at its sole cost and expense prior to the conveyance of the Common Area to the Association. Such initial improvements shall include the grading and planting of any landscaping on the Common Area, and any other improvements on the Common Area, in Declarant's discretion.
- (b) Upon completion of the improvements described in (a) above, the Association shall cause the Common Area to be maintained, including, but not limited to, maintaining landscaping, payment of taxes on and insurance premiums, if any, for Common Area, the cost of replacing and repairing improvements to the Common Area, and paying the cost of labor, services, materials, and equipment (including the cost of renting same, if any) related to the Common Area and the improvements therein.

ARTICLE IV

COVENANTS FOR ASSESSMENTS

Section 4.1. Assessments. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed, as a part of the purchase money consideration for such deed and conveyance, to covenant and agree to pay to the Association (or to an independent entity or agency which may be designated by the Association to receive such monies):

(a) Regular Assessments (herein so called) for the costs of (i) promoting the health, recreation, safety and welfare of the Owners; (ii) improving and maintaining any Common Area and any improvements thereon; (iii) maintaining the landscaping and wall in the Common Area; (iv) paying taxes on the Common Area and insurance in connection with the Common Area and the repair, replacement and additions thereto; (v) paying for utility services to the Common Area; (vi) trash and garbage collection and security arrangements as may be determined necessary and appropriate by the Association from time to time; (vii) paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and the management and supervision of, the Common Area; (viii) carrying out the rights and duties of the Board as set forth herein, (ix) carrying out the various matters set forth or envisioned in this Declaration or in any amendment or supplement hereto, and in the Certificate of Formation and Bylaws of the Association; and (x) for any matter or thing required by any governmental authorities in connection with any zoning, subdivision, or platting of the Property;

(b) Special Assessments (herein so called) for capital improvements or unusual or emergency matters;

(c) Special Individual Assessments (herein so called) levied against individual Owners for (i) extra costs for maintenance and repairs caused by the willful or negligent acts of the individual Owner and/or his guests, contractors, and agents, and not caused by ordinary wear and tear or (ii) fines levied against individual Owners for violations of rules and regulations pertaining to the Association or the Common Area or (iii) costs to correct violations of this Declaration, including costs to maintain a Lot or improvements on any Lot because the Owner thereof failed to do so. Fines levied against individual Owners for violation of these Covenants, Conditions and Restrictions shall be assessed at a twenty dollar (\$20) a day fine after the owner has been given written notice and five (5) business days to cure the violation.

(d) Clean Up Assessments (herein so called) levied against lots owned Class A or Class B owners to reimburse the Association for the cost of removing trash, debris, and garbage from, and otherwise to mitigate any damage to, the streets, Lots and Common Areas within the Addition due to construction activity. All cleanup assessments shall be assessed ratably against all lots owned by Class A and Class B members.

Section 4.2. Creation of Lien. The Regular, Special and Special Individual Assessments, together with such late charges, interest and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such Assessment is made. Declarant and the Association hereby reserve a vendor's lien in favor of the

Association against each Lot to secure the payment of any Assessment which may be levied against such Lot pursuant to the terms hereof, and the expenses incurred in connection with the enforcement thereof, including, without limitation, interest at the maximum rate permitted by law, costs, and reasonable legal fees. Such lien may be enforced by non-judicial or judicial foreclosure and the amounts secured thereby shall be the obligation of and chargeable to the Owner of the Lot against which such amounts accrue. Such lien shall be and is subordinate and inferior only to the following: (i) assessments, liens and charges in favor of the State of Texas and any political subdivision thereof for taxes past due and unpaid on the Lot; and (ii) amounts due under any first lien deed of trust duly recorded prior to the recordation of any Assessment lien as provided herein.

Section 4.3. Assessment Lien.

(a) All Assessments against a Lot but unpaid, including interest thereon at the maximum rate permitted by law from the date such Assessments are due until said Assessments are paid (subject to the limitation that the interest contracted for, charged or received pursuant to this Declaration may not exceed the maximum permitted by applicable law) shall constitute a lien on such Lot superior to all other liens and encumbrances, except as provided in section 4.2. Declarant or the Board or its duly appointed agent, may (but shall not be required to) prepare a written notice setting forth the amount of such unpaid indebtedness, the name of Owner and a description of the Lot. Such notice shall be signed by Declarant or the Board or its duly appointed agent and may be recorded in the office of the County Clerk of the County. Such lien may be enforced by the foreclosure of it upon the Lot to which it pertains or the Board or its duly appointed agent by judicial or non-judicial means. In any such proceeding, the Owner shall be required to pay the costs, expenses and legal fees incurred in connection with filing the lien, and in the event of any foreclosure proceeding, all additional costs, expenses and legal fees incurred in connection with any such foreclosure proceeding. Declarant or the Board or its duly appointed agent shall have the power to bid on the Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, convey or otherwise deal with the same. Any mortgagee holding a lien on the Lot may pay, but shall not be required to pay, any unpaid Assessments owing with respect to the Lot and the Association may contact any mortgagee regarding any unpaid Assessment. All liens for Assessments hereunder shall be inferior to the lien held by a First Mortgagee such that foreclosure of any First Mortgagee's lien extinguishes the Association's claim against the Lot which is subject to said First Mortgagee's lien for unpaid Assessments that accrued prior to the date of foreclosure, but shall not extinguish the Association's claim against the Owner of such Lot and does not extinguish the Association's right to assess such Lot for Assessments after the foreclosure. Any action taken pursuant to this Section 4.3 shall only be taken after Declarant or the Association, as the case may be, first complies with Chapter 209 of the Texas Property Code, as same may be amended and in effect at the time of such action;

(b) The amount of the Assessments assessed against the Lot shall also be a personal obligation or indebtedness of the Owner thereof at the time the Assessments are made. Suit to recover a money judgment for unpaid Assessments shall be maintainable without foreclosing or waiving the lien securing same;

(c) Owner, by acceptance of the deed to the Property, hereby expressly vests in Declarant, the Association or its agents the right and power to bring all actions against Owner personally for the collection of such charges as a debt, and to enforce the aforesaid liens by all

methods available for the enforcement of such liens. No Owner may waive or otherwise escape liability for the Assessments provided herein by non-use of the Common Area or by abandonment of his Lot;

(d) If any Assessment remains unpaid at the expiration of thirty (30) calendar days from and after the due date established by the Declarant and/or the Board, a late charge may be assessed, if permitted by applicable law, against the Owner for each month that any portion of an Assessment remains unpaid. The late charge shall be in the amount of One Hundred and No/100 U.S. Dollars (\$100.00) for all Class A Members, and Fifty Dollars and No/100 U.S. Dollars (\$50.00) for all Class B Members. A reasonable service charge in an amount established by the Board may be charged for each check that is returned because of insufficient funds. The amounts of late charges and service charges may be adjusted, from time to time, by the Board consistent with any changes in the amounts of Regular or Special Assessments; provided, however, that the amount of any late charge assessed against Class B Members shall be fifty percent (50%) of the amount of the late charge assessed against Class A Members. Any such late charges and service charges shall be secured by the same lien that secures Assessments.

(e) No Assessments shall be levied against any public street.

Section 4.4. Basis and Amount of Regular Maintenance Assessments.

(a) Until and unless otherwise determined by the Board, the initial maximum Regular Assessment shall be Eighty and No/100 U.S. Dollars (\$80.00) per Lot per week.

(b) The Board may establish the maximum annual Regular Assessment for each Lot, provided that the maximum annual Regular Assessment may not be increased more than thirty percent (30%) above the maximum annual Regular Assessment for the previous year unless otherwise approved by a majority of the total votes of the Members.

Section 4.5. Special Assessments for Capital Improvements. In addition to the Regular Assessments authorized above, the Association may levy in any fiscal year a Special Assessment applicable to that year only, provided that any such Special Assessment shall have the affirmative approval of a simple majority of the total votes of the Members.

Section 4.6. Uniform Rate of Annual and Special Assessment. Both Regular and Special Assessments must be fixed at a uniform rate for all Lots owned by Members of the same Class. Each Lot owned by a Class A Member shall be charged with one hundred percent (100%) of the established per Lot Assessment; each Lot owned by a Class B Member shall be charged with fifty percent (50%) of the established per Lot Assessment (at the time of this Declaration, such fifty percent (50%) would amount to \$40.00 per week); and Lots owned by Declarant shall not be charged with any portion of any Regular or Special Assessment. Any Regular Assessment owed by a Class B Member will be paid once per calendar quarter, by the end of such quarter. Declarant may, however, pay any shortfall in Assessments necessary to pay for the expenses shown in any budget adopted by the Board.

Section 4.7. Date of Commencement of Assessments and Due Dates. The Board may prescribe from time to time that the Regular Assessments are to be collected on an annual, semi-

Commen

Deleted:

Deleted:

Deleted:

Deleted:

annual, quarterly or monthly basis, and accordingly, the Declarant and/or the Board shall prescribe the appropriate due dates. All Regular Assessments shall be collected in advance. The due date or dates (if it is to be paid in installments) of any other Assessments shall be fixed in the respective resolution authorizing such Assessment, including the due date of the Assessment.

Section 4.8. Duties of the Board With Respect to Assessments.

(a) In the event of a revision to the amount or rate of the Regular Assessment, or establishment of a Special Assessment or Special Individual Assessment, the Board shall fix the amount of the Assessment, and the applicable due dates for each Assessment, at least sixty (60) days in advance of such due date or period, and the Board shall, at that time, prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Declarant and/or the Association.

(b) Written notice of the Assessment shall thereupon be delivered or mailed to every Owner subject thereto.

(c) The Association shall furnish to any Owner liable for any Assessment a certificate in writing in accordance with Section 207.003 of the Texas Property Code, as amended. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge may be made by the Association for the issuance of such certificate.

ARTICLE V

CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

Section 5.1. Residential Use. All Lots shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family residence per Lot and a private garage as provided below, except as permitted by the Committee (defined below in Section 6.1 of this Declaration). Except as permitted by the Committee, the residence may not exceed the maximum height and/or lot coverage percentage allowed by the City.

Section 5.2. Single-Family Use. Each Residence constructed on a Lot may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than two unrelated persons living and cooking together as a single housekeeping unit together with any household servants.

Section 5.3. Car Garage Required. Each Residence constructed on a Lot shall have a garage suitable for parking not less than three (3) nor more than six (6) standard size automobiles, which garage conforms in design and materials with the main structure and there shall be one (1) door for each space for front facing garages. Front facing garage doors shall be behind a visual screening such as a berm, landscaping, or wing wall and not visible from a public right-of-way. All garage doors shall be recessed twelve (12") inches into the opening. Unless approved otherwise by the Committee, up to two (2) garage spaces shall have a vehicular access door or opening which faces any public right-of-way but they must be located a minimum of forty (40')

feet behind the front setback and forty (40') feet behind the side setback for corner lots. Garage doors shall be closed at all times except to allow the entry and exit of vehicles and persons and except when cleaning of or storing in the garage is occurring. All driveways must be accessed from the front of the lot unless otherwise approved by the Committee. All driveways and driveway aprons or parking aprons must be kept free of any storage of vehicles or other material and must be kept clean of any dirt, debris, or stain. For purposes of this Section, "storage" shall mean the parking or placing of any object or material for more than one day, except for temporary guests that shall stay for now more than ten (10) consecutive days. All garage doors shall be wood or clad with wood. The use of wood-like materials is prohibited and garage doors with the primary material of metal, vinyl, or glass are prohibited.

Deleted:

Deleted:

Deleted:

Section 5.4. Restrictions on Resubdivision. None of the Lots shall be subdivided into smaller lots. None of the lots shall be platted into larger lots without the prior written consent of the Committee.

Section 5.5. Driveways. All driveways on a Lot shall be surfaced with concrete or similar substance approved by the Committee. No driveways shall be asphalt.

Section 5.6. Uses Specifically Prohibited.

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

(b) No boat, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked for more than one day within the Addition, unless completely concealed in an enclosed structure. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a Residence in the immediate vicinity.

Deleted:

(c) No Owner shall permit trucks with tonnage in excess of one ton to park overnight on any Street adjacent to a Lot except those used by a Builder during the construction of improvements.

(d) No vehicle of any size, which transports flammable or explosive cargo, may be kept on the Property or any adjoining Street at any time.

(e) No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted on the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Property. No derrick or other structure designed for use in quarrying for oil or natural gas shall be erected, maintained or permitted on the Property.

(f) No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property except that dogs, cats or other household pets may be kept for the purpose of providing companionship for an Owner. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the Property so that no person shall quarter on any Lot cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks, llamas, badgers or other similar animals, and no dangerous, normally wild, animals whatsoever. It is the pet owner's responsibility to keep the Property clean and free of his or her pet's debris and to conform with all City Ordinances and Regulations affecting animals within the City. All pets must be properly tagged for identification. The Board shall have the right to adopt, amend, and repeal rules regulating types, sizes, and behavior of animals kept within the Property.

(g) No Lot or other part of the Property shall be used as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or other disposal of such shall be kept in clean and sanitary condition. Materials incident to construction of improvements may be stored on Lots during construction so long as construction progresses without undue delay. Nothing herein shall prohibit a compost area for only vegetation on a Lot provided that same is not visible from a Street, is not more than twenty square feet in area, and is subject to rules established by the Board from time to time that do not conflict with Section 202.007 of the Texas Property Code, as amended.

(h) No individual water supply system shall be permitted on the Property, except as may be approved by the Committee for irrigation; provided, an Owner may install rain barrel(s) so long as any such rain barrels are not visible from any Street.

(i) No individual sewage disposal systems shall be permitted on the Property.

(j) No garage, garage house or other out-building (except for sales offices and construction trailers during the construction period) shall be occupied by any Owner, tenant or other person prior to the erection of a Residence.

(k) No air-conditioning apparatus shall be installed on the ground in front of a Residence and must be located behind fencing unless approved otherwise by Committee. No air-conditioning apparatus shall be attached to any front wall or window of a Residence, or in any second floor window or wall. No evaporative cooler shall be installed on the front wall or window of a Residence. All utility meters, outdoor equipment, air-conditioning compressors, air-conditioning and heating units, sprinkler and other control devices, junction boxes, and

similar items must be visually screened from rights-of-way and from adjoining lots in a manner approved by the Committee and must be located in areas acceptable to the Committee.

(l) It is the intent of the Committee to insure that antennas, discs, dishes or other similar equipment do not detract from the overall appearance of the neighborhood as they are considered unsightly. No antennas, discs, dishes, or other equipment for sending or receiving sound or video messages shall be permitted in this Addition except antennas for AM or FM radio reception and for UHF and VHF television reception and satellite antennas of size specifically allowed by federal law. All antennas shall be located inside the attic of the main residential structure or otherwise in locations approved by the Committee. No use shall be made of any lot or structure thereon for any other type of radio or television or similar broadcasting system.

(m) No Lot or improvement thereon shall be used for business, professional, commercial or manufacturing purposes of any kind, except that an Owner may use a home office for incidental office use. No activity, whether for profit or not, shall be conducted which is not related to single-family residential purposes. No noxious or offensive activity shall be undertaken within the Property, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. No exterior spotlighting shall be permitted which creates a nuisance for adjacent homeowners and only Committee approved dark sky lighting shall be allowed on the exterior of the home.

(n) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the Street right-of-way lines and a line connecting them at points ten (10) feet from the intersection of the street right-of-way lines. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a Street right-of-way line with the edge of a private driveway pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(o) Except for children's playhouses and sports equipment, doghouses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, no building previously constructed elsewhere shall be moved onto any Lot, it being the intention that only new construction be placed and erected thereon. All such improvements and their locations on a lot require Committee approval. Children's play equipment such as sandboxes, temporary swimming pool having a depth of less than 24 inches, playhouses and tents shall not require approval of the Committee provided that such equipment is not more than six (6) feet high, in good repair (including painting), and every reasonable effort has been made to screen or shield such equipment from view. Equipment higher than six (6) feet shall require committee approval as to design, location, color, material, screening, and use. Any addition, exterior alteration, or change to an existing building shall be compatible with the design character of the original building. Any new detached structure shall be compatible in materials and design with other structures on the lot, as determined by the Committee.

(p) No structures, planting or materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, which may change

the direction of flow within drainage channels or which may obstruct or retard the flow of water through drainage channels or easements.

(q) Unless approved otherwise by the Committee, no sign of any kind shall be displayed to the public view on any Lot except (i) one (1) professional sign of not more than five (5) square feet in size offering a Lot for sale, (ii) Committee approved uniform signs provided by the Committee used by a builder and design team to advertise property during the construction and sales period, (iii) “spirit” signs regarding school children, and (iv) political signs not more than five (5) square feet in size advocating the election of one or more political candidates or ballot item, provided that same may not be erected more than ninety (90) days in advance of the election to which they pertain and shall be removed within ten (10) days after the election. All permitted signs shall be ground-mounted and not more than three feet (3’) high. No sign of any kind or character that maligns or disparages Declarant, any Builder of a Residence within the Property, or the Property itself, or protests or complains of Declarant, any such Builder, or the Property, or the construction practices by Declarant or any such Builder, shall be displayed on any Lot or elsewhere within the Property, and any internet or electronic publication of any such complaint or protest shall be immediately removed from publication by the author thereof upon notice from Declarant. Further, no Owner may use the internet, publications or other print or broadcast media to malign or disparage the Property, the Declarant or any such Builder, it being acknowledged that any such public action creates controversy that diminishes the value of the Property and the Residences within it. Declarant or its agents shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. Nothing herein shall prohibit the erection of traffic directional signs or streets signs. No sign may be erected within the Common Area without the prior written consent of the Association.

(r) The drying of clothes in view of any Street is prohibited. The owners and occupants of any lots at the intersections of streets or adjacent to parks, common open space or other facilities where the rear yard is visible to public view shall construct a suitable enclosure to screen from public view the equipment which is incident to normal residences, such as clothes drying equipment, yard equipment and storage piles.

(s) Except within fireplaces in or attached to a Residence, or firepits as part of the permanent hardscaping design, and except for outdoor cooking, no outdoor burning of anything shall be permitted anywhere within the Addition without approval of the Committee.

(t) No carport shall be permitted on a lot.

(u) No abandoned, derelict or inoperative vehicles may be stored or located on any lot unless approved by the Committee and stored in the garage at all times with the garage door closed.

(v) No retaining walls visible from any public right-of-way or easement shall be permitted without the prior written approval of the Committee. Under no circumstances shall wooden retaining walls be permitted without the approval of the Committee. Materials used in retaining walls must be complementary to materials used in construction of the home on the lot when attached to a structure, as determined by the Committee. All aspects of retaining walls

must receive Committee approval. Retaining wall not connected to a structure will be of matching material used in the Addition perimeter walls.

Section 5.7. Minimum Floor Area. The total air-conditioned living area of a Residence built on a Lot, as measured to the outside of exterior walls but exclusive of open porches, garages, patios and detached accessory buildings, shall be not less than four thousand three hundred (4,300) square feet. The first story of two-story houses must contain at least two thousand three hundred (2,300) square feet, unless approved otherwise by the Committee. Lot 29 shall be limited to a single-story structure.

Deleted:

Section 5.8. Structure Materials: Exterior Items and Surfaces. Unless approved by the Committee, the dominant exterior vertical wall area of each structure, exclusive of doors and windows, shall be masonry (brick, stone, or stucco over CMU block) or other material solely determined by the Committee. No more than 20% of the exterior vertical wall to be authentic lath and stucco application over wood framing. Dryvit systems or Styrofoam products are not acceptable. The exterior of chimney flues shall be of masonry material acceptable to the Committee. Installation of all types of exterior items and surfaces such as address numbers or external ornamentation, lights, mail chutes, mailboxes, roofing materials and exterior paint or stain, shall be subject to the approval of the Committee as to size, design, materials color, manufacturer and location. Roofing material of each home shall be that specifically approved by the Committee for that home and consist of slate, flat tile, barrel tile, standing seam metal, or copper. The use of composition shingles or wood shingles is prohibited. Windows must be wood clad, steel or bronze and submitted for review of Committee approval. Window mullions that are appropriate for the selected architectural style are required and shall be approved by the Committee.

Deleted:

Deleted:

Deleted:

Deleted:

Section 5.9. Side Line and Front Line Setback Restrictions. Except as otherwise approved by the Committee, no structure shall be located on any Lot nearer to the front Lot line or nearer to the side Street line than the minimum building set back lines shown on the Plat or required by any applicable governmental authority.

Section 5.10. Waiver of Setback Requirement. With the prior written approval of the Committee, any structure may be located further back or closer to any property line of a lot than provided above, where, in the opinion of the Committee, the proposed location of the structure will not substantially detract from the appearance and value of the lot and will not substantially detract from the appearance of the adjoining lots. The Committee may require that any structure be located further back or closer to any property line than provided above or on the Plat.

Section 5.11. Fences and Walls.

(a) Any fence or wall shall (i) comply with City requirements, including those regarding height, location and materials; (ii) not extend nearer to the front street than five (5') feet behind the front of the house without the prior approval of the Committee; (iii) be constructed according to architectural design, materials, finish and methods, including site installation, approved by the Committee; (iv) be constructed so that the sides containing the structural supports are not visible from any public right-of-way unless approved by the Committee; (v) be not less than six (6') feet in height or more than eight (8') feet in height as measured from existing ground

level unless approved by the Committee; (vi) for any fence on the side of a corner lot adjacent to a street, be behind the setback line of such lot, unless otherwise approved by the Committee; on corner lots, special, more restrictive fencing requirements may be imposed by the Committee on the lot side facing the street; (vii) be finished strictly as approved by the Committee. Fences may be privately installed but must be constructed to professional levels of quality approved by the Committee. The design, specifications and contractors for building fences may be specified by the Committee.

Deleted:

(b) As to corner lots, any fence visible from a public right-of-way shall be uniform fence of a design, material and color and in the specific location to be determined by the Committee for each lot, which shall generally include but not be limited to the following: (i) the location between the structure and the side street property line of such fence; (ii) how close the fence may be built to the street the lot fronts on; (iii) whether a formal foundation planting along the outside of the fence is required; (iv) whether such fence shall be constructed of metal and masonry or similar material, have metal posts, and masonry columns constructed of a material required by the Committee; (v) the height of such fence; and (vi) other design criteria of such fence.

(c) The Committee may require that some or all retaining walls in the Addition be constructed of a uniform color, material and/or design for walls attached to a structure.

(d) The use of double fencing shall be prohibited. The screening for such a fence shall be landscaping. Wood, plastic and chain link fences are prohibited.

Deleted:
conjunction

Section 5.12 Sidewalks. All sidewalks shall, at a minimum, conform to City specifications and regulations. The Committee may impose more restrictive standards than those required by the City.

Section 5.13 Mailboxes and Address Plaques. Mailboxes, mailbox stanchions, and address plaques shall be constructed in accordance with material, color and design standards approved by the Committee, made by contractors specified by the Committee, and placed only in locations approved by the Committee. Mailboxes, mailbox stanchions, and address plaques may not be constructed or installed without prior written consent of the Committee. Each Lot shall have one Committee-approved standard mailbox unless one mailbox is prohibited by the United States Postal Service, in which case, a common mail facility shall be created,

Deleted:

Section 5.14 Commencement of Construction. Each residence constructed on each lot, and any other improvements thereto, shall be commenced within six (6) months after conveyance of the lot by Declarant and completed with due diligence but only after approval by the Committee of the plans and specifications prepared in connection with such construction.

Section 5.15. Utilities. Except as to special street lighting or other aerial facilities which may be required by the City or which may be required by the franchise of any utility company or which may be installed by Declarant pursuant to its development plan, no aerial utility facilities of any type (except meters, risers, service pedestals, transformers and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed in the Addition whether upon individual lots, easements, streets or rights-of-way of any type, either by the utility company or any other person or entity, including, but not limited to, any person

owning or acquiring any part of the Addition, and all utility service facilities (including, but not limited to, water, sewer, gas, electricity and telephone) shall be buried underground unless otherwise required by a public utility or unless said aerial utilities are approved by the Committee.

Section 5.16. Fire Suppression System. All residences in the subdivision shall be required to have fire suppression system regardless of size or location.

Section 5.17. Perimeter Landscaping Maintenance and Replacement. Any landscaping in the perimeter landscape easements, as required by the City for zoning approval, shall not be removed by the homeowners or the Association, and shall be replaced by either party if it becomes diseased or dies.

Formatted

ARTICLE VI

ARCHITECTURAL CONTROL

Section 6.1. Appointment. Declarant shall designate and appoint an Architectural Control Committee (herein called the "Committee") composed of three (3) individuals, each generally familiar with residential and community development design matters and knowledgeable about Declarant's concern for a high level of taste, design, materials, construction, and landscaping standards in the Addition. The Committee shall be the sole determinant to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Property consistent with this Declaration. The initial Committee shall be the initial Directors of the Association.

Deleted:

Section 6.2. Successors. Until the end of the Development Period, in the event of the death, resignation or removal by Declarant of any member of the Committee, the Declarant shall have full authority to designate and appoint a successor. No member of the Committee shall be entitled to receive compensation for, or be liable for claims, causes of action or damages arising out of, services performed pursuant to this Declaration. After expiration of the Development Period, the Board shall appoint the Committee and shall determine the term length and rotation for Committee members.

Deleted:

Section 6.3. Authority. No structure, fence, wall, landscaping (including tree removal, exterior lighting, sculptures, statues, fountains, and other outdoor art, and outdoor recreational equipment), lot grading, flatwork (sidewalks, driveways, porches), or other improvements shall be commenced, erected, placed, maintained or altered on any Lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items or the color, material or texture of any exterior of same, be made until all plans and specifications for same and a plot plan have been submitted to and approved in writing by a majority of the members of the Committee as to:

- (i) Proper facing of main elevation with respect to the Streets and side elevation for corner lots;
- (ii) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other Lots in the Addition; and

- (iii) location with respect to topography and finished grade elevation and effect of location and use on Adjoining Lots, improvements and drainage arrangements; and
- (iv) the other standards set forth within this Declaration (and any amendments hereto) or matters in which the Committee had been vested with the authority to render a final interpretation and decision.

The Committee is authorized and empowered, but not obligated, to consider, review and approve any and all aspects of construction and landscaping which may, in the reasonable opinion of the Committee, adversely or positively affect the living enjoyment of one or more lot owners or the general value of lots in the Addition. In considering the harmony of external design between existing structures and the proposed building being erected, placed or altered, the Committee shall consider only the general appearance of the proposed building as that can be determined from front, rear and side elevations on submitted plans. No member of the Committee shall be liable for any decision made by the Committee in good faith.

Section 6.4. Procedure for Approval. Final plans and specifications and landscaping plans shall be submitted in triplicate to the Committee along with a nonrefundable submittal fee of three thousand five hundred dollars (\$3,500.00). The plans and specifications shall show the nature, kind, shape, height, color, materials and location of all structures, landscaping and improvements, and such other information as may be required by the Committee. The documents shall specify any requested variance from the setback lines, garage location or any other requirement set forth in this Declaration. Any incomplete submittals will require a resubmittal fee. The Committee will require the submission of samples of proposed construction materials. At such time as the plans and specifications meet the approval of the Committee, two complete set of plans and specifications will be retained by the Committee and the other complete set of plans shall be marked "Approved", signed by a member of the Committee and returned to the Owner or his designated representative. No verbal approval by any member of the Committee shall be binding on the Committee. If disapproved by the Committee, one set of such plans and specifications shall be returned marked "Disapproved" and shall be accompanied by a reasonable statement of the reasons for disapproval, which statement shall be signed by a member of the Committee. Any modification of the approved set of plans and specifications must again be submitted to the Committee for its approval. A resubmittal fee may be required, at the Committee's discretion. The Committee's approval or disapproval, as required herein, shall be in writing. If the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the date of all required plans and specifications, written approval of the matters submitted shall not be required and compliance with this Article shall be deemed to have been completed. In case of a dispute about whether the Committee responded within such time period, the person submitting the plan shall have the burden of establishing when and if the Committee received the plans. The Committee's receipt of the plans, specifications and samples may be established by a signed certified mail receipt or by other receipt signed by a Committee representative. Approval of plans by any governmental authority shall not obviate the need to obtain the approval by the Committee hereunder.

Deleted:

Section 6.5. Standards. The Committee shall have sole discretion with respect to taste, design and all standards specified herein. One objective of the Committee is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures, materials, colors or appearances from

being built in the Addition and to promote excellence in architecture, materials, construction and landscaping. For this purpose, the materials, construction, and landscaping, including but not limited to, that chimney flues be covered with brick or masonry, that chimney caps be approved by the Committee, that non-chimney roof ventilation be hidden from view from rights-of-way and common areas, that specific types of divided light windows be used, restricting the placement of skylights, solar heating panels, and prefabricated fireplace boxes, chimney flues and caps, requiring certain types of front and side window treatments (shutters, etc.) complementary to the architecture of the house, requiring windows to be recessed a minimum of 4" into the wall and generally requiring that plans submitted for approval meet or exceed the standards of the existing improvements on neighboring lots. The Committee may from time to time publish and promulgate architecture, materials, construction, and landscape standards and requirements from improvements in Oak Alley ("The Oak Alley Standards"), which shall carry forward the spirit and intention of this Declaration and of Declarant with respect to improvements in Oak Alley. The Oak Alley Standards shall include Approved Architectural Materials, Approved Landscaping, and the Submittal and Review Process. Committee approvals and requirements may be based all or in part upon these Standards. ALL IMPROVEMENTS MUST STRICTLY ADHERE TO COMMITTEE APPROVALS AND BE BUILT STRICTLY IN OBSERVANCE OF SCALE OF APPROVED DRAWINGS.

Section 6.6. Construction Review. The Committee shall review and approve in writing, construction for the following: (i) foundation pre-pour; (ii) mock wall matching approved materials; (iii) framing review matches approved design; (iv) installed exterior material review matches approved design; and, (v) installed landscape. In the event that i, iii, or iv is not approved on the initial inspection, the Committee may charge a fee of \$200 an hour for additional follow up reviews. See attached Exhibit "D" for additional detail on the Oak Alley Construction Review Process.

ARTICLE VII

SPECIAL FENCING AND LANDSCAPING AND GRADING PLAN

Section 7.1. Fences, Grading Plan, Walls and Sprinkler Systems. After the recording of this document, Declarant, and the Association if it has been formed according to this Declaration, shall have the right to erect, install, maintain, repair and/or replace fences, walls and/or sprinkler systems within those portions of any lot which are located outside the building, setback or sight lines, including all public right-of-way and easements located on or contiguous to any lot, as established by the Plat, this document or any governmental entity (being referred to herein as the "Restricted Area"). Any fence, wall or sprinkler system shall be the property of the owner of the lot on which such fence, wall or sprinkler system is erected or installed, subject to the easements and rights of Declarant and the Association set forth in this document. No fence, wall or sprinkler system shall be erected or installed in the Restricted Area by the owner thereof without the prior written consent of Declarant, the Committee and the Association.

Deleted:

Section 7.2. Landscaping. Except for landscaping by Declarant, no landscaping may be installed without the prior written approval by the Committee of a landscape plan showing the proposed landscape design, plant and other materials, irrigation layout and other details, and describing bed preparation, planting details, fencing, edging, exterior lighting, and other matters required by the Committee. Declarant or the Association shall have the right to grade, plant and/or

landscape and maintain, repair, replace and/or change such grading, planting and landscaping on any portion of the Restricted Area. In the event Declarant does not landscape the Restricted Area, the owner thereof may plat grass and, with the prior written consent of Declarant, may landscape and plant trees and shrubs in the Restricted Area. Each lot on which a structure is constructed shall have landscaping, including, but not limited to, shrubs, flowers, trees, ground cover and grass, of a sufficient quality, quantity and design to be compatible with landscaping on adjoining lots and the neighborhood setting intended for the Addition. Landscaping of a lot, which must include a sprinkler system for the front yard (and on corner lots, sprinkler systems for sideyards visible from any public right-of-way), shall be completed within thirty (30) days after the date on which the house receives a Certificate of Occupancy from the City. All sprinkler systems shall have a rain sensor so that the sprinklers shut off in the event of rain. Lot owner shall use reasonable efforts to preserve, keep and maintain the landscaping in a healthy and attractive condition. No wooden retaining walls shall be permitted. The Committee may require the owner of any lot to plant and maintain as many as four (4) trees and possibly more for corner lots, and approved by Committee as to location and type of tree. Any such tree(s) shall, if required by the Committee, be replaced by the lot owner if said tree(s) does not survive. The Committee will limit tree, shrubbery, ground cover, grass, edging, flowers, and other materials for use in front and sideyard landscaping to those items which it lists from time to time in the Oak Alley Standards of the Addition. Tree type may be selected by the Committee.

Section 7.3 Easement. The Declarant, the Association and the Committee each shall have, and hereby reserve, the right and easement to enter upon the Restricted Area for the purpose of exercising the discretionary rights set forth in this Declaration.

Section 7.4 Maintenance by Individual Lot Owner. In the event the Declarant, the Association or the Committee does not maintain or repair any fences, walls, grading, planting or landscaping erected, installed or situated within the Restricted Area of any lot, then the owner of such lot shall, at their expense, perform such maintenance and repair work as is necessary to maintain such fences, walls, grading, planting and landscaping in good and neat condition and appearance; provided, however, that the lot owner shall give the Committee and the Association ten (10) business days' written notice before doing any maintenance other than mowing, edging, and trimming. So long as the Restricted Area and any fences, walls, grading, planting and landscaping thereon are being reasonably maintained and repaired by the Committee and the Association, the owner of such lot shall not perform any maintenance or repair work within such Restricted Area without the prior written consent of the Committee and the Association.

Section 7.5 The Committee's Discretion. Notwithstanding any provisions herein to the contrary, neither Declarant, the Association, nor the Committee shall ever be obligated to erect, install, maintain, repair or replace any fences, walls, sprinkler systems, grading, planting or landscaping on any lots.

Section 7.6 Grading Plan. Unless otherwise approved by the Committee, the owner of each lot shall strictly adhere to the lot grading plan attached hereto as Exhibit "E" (the "Grading Plan") and shall have an affirmative obligation to maintain the Grading Plan in all respects. The owner hereby covenants and agrees to strictly adhere to the following obligations:

(a) The owner of each lot shall maintain drainage flows as shown on the Grading Plan and keep properly graded any channel or swale (i) which is located on the lot prior to the conveyance of the lot to the lot owner or (ii) required for compliance with the Grading Plan. The owner of each lot shall keep any such channel or swale free and clear at all times of debris and keep grass therein mowed to a height not to exceed two inches;

(b) The owner of each lot shall build any side or rear lot line fence approved by the Committee that extends across a channel or swale so that no more than 50% of the swale width is closed by fence material. For purposes of this section, "channel width" and "swale width" shall be defined as that cross-section triangular area which is formed by the walls of the fifty percent (50%) or more of the swale or channel width shall be left open, as required by the Engineering Department of the City of Colleyville and the Committee. This specification can be achieved by alternating fence slats with open gaps where the fence protrudes into the channel width or swale width.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.1. Registration with the Association. Each and every Owner shall have an affirmative duty and obligation to provide, within fifteen (15) days after such Owner acquires one or more Lots, and thereafter revise and update, within fifteen (15) days after a material change has occurred, various items of information to the Association such as: (a) the full name, address and email address of the Owner; (b) the full name of each individual family member who resides within the Residence of the Owner; (c) the business address, occupation and telephone numbers of each Owner; (d) the description and license plate number of each automobile owned or used by Owner and brought within the Property; and (e) such other information as may be reasonably requested from time to time by the Association.

Section 8.2. Activation. At or before the earlier of the expiration of the Development Period, or the election of a Board of Directors by the Members other than the Class C Member, Declarant shall transfer control to the Association over any utilities related to the Common Area.

Section 8.3. Easements. Easements areas for the installation and maintenance of utilities, landscape and drainage facilities are reserved as shown on the Plat. Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the property lines to the Residences. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements.

Section 8.4. Recorded Plat. All dedications, limitations, restrictions and reservations shown on the Plat are incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by Declarant, conveying Lots in the Property, whether specifically referred to therein or not.

Section 8.5. Lot Maintenance. The Owner and occupant of each Lot shall maintain the yard on his Lot in a sanitary and attractive manner and shall edge the street curbs that run along the property line. Grass, weeds and vegetation on each Lot must be kept mowed at regular intervals so as to maintain the property in a neat and attractive manner. No vegetables shall be grown in any

yard that faces a street. No Owners shall permit weeds or grass to grow to a height of greater than six inches (6") upon his Lot. In addition, each Owner shall maintain the area between his Lot and the adjoining Street in a neat and attractive manner. Notwithstanding the foregoing, no Owner shall be required to maintain the landscaping or masonry wall located within the Common Area.

Section 8.6. Maintenance of Improvements. Subject to the provisions contained herein, each Owner shall maintain the exterior of all buildings, fences, walls and other improvements on his Lot in good condition and repair, and shall replace worn and rotten parts, and shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, down spouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate in an unattractive manner.

Section 8.7. Mortgages. No breach of the covenants, conditions and restrictions contained herein shall in any way defeat or render invalid the lien of any mortgage or deed of trust. These covenants, conditions and restrictions shall survive any foreclosure, trustee's sale or otherwise, and be binding upon any person acquiring any Lot by reason of any foreclosure, trustee's sale or otherwise. With respect to any First Mortgagee of which the Association has received written notice, the Association shall, in the event of any breach hereof by the Owner of the property covered by such lien, give such mortgagee or holder written notice of the breach and thirty (30) days time to cure. In dealing with the Association, a First Mortgagee may be represented by a servicer or agent. An action to terminate this Declaration must be approved by the First Mortgagees holding mortgages on two-thirds of the Lots. A First Mortgagee may inspect the books and records of the Association upon written notice to the Association. A First Mortgagee may prepare an audited financial statement of the Association's books and records at its own expense. If this Declaration or applicable law ever requires the consent of mortgagees for an act, amendment or other decision, then the approval of a mortgagee shall be conclusively presumed if the mortgagee fails to respond within sixty (60) days after receiving the Association's written request for approval.

Section 8.8. Development Period. During the Development Period, Declarant reserves all rights and privileges described in section 209.002 (4-a) of the Texas Property Code, including, specifically, the right to:

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

g. change Lot size or configuration and revise any plat of any Lots;

h. resolve any conflicts within this Declaration or between this Declaration and any other documents attached hereto.

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

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

Section 8.9. Term. The foregoing covenants and restrictions shall run with and bind the land and shall remain in full force and effect for a term of twenty (20) years after this Declaration is recorded. They shall be automatically extended for successive periods of ten (10) years unless terminated by an instrument approved by a majority of the votes of the Owners in writing and recorded in the deed records of the county where the Property is situated.

Section 8.10. Severability. If any condition, covenant or restriction herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other condition, covenant or restriction, each of which shall remain in full force and effect.

Section 8.11. Binding Effect. Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Property, it being understood that such conditions, covenants, restrictions and agreements are not for the benefit of the owner of any land except land in the Property. This instrument, when executed, shall be filed of record in the deed records of the Tarrant County, Texas, so that each and every Owner is on notice of the conditions, covenants, restrictions and agreements herein contained.

Section 8.12. Enforcement. The Owner of any Lot shall have the right to have each and all of the foregoing restrictions, conditions and covenants faithfully carried out and imposed upon every other Lot. So long as the Association shall remain in existence, each Owner grants to the Association the right to enforce the performance of all terms and conditions in this Declaration, by injunction or other appropriate remedy, at law or in equity. Should the Association or any Owner employ counsel to enforce or defend any of the restrictions, conditions and covenants herein contained, the prevailing party in any litigation shall be entitled to receive from the losing party all costs incurred in such enforcement or defense, including reasonable attorneys' fees. Failure by the Association, or any Owner, including Declarant, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any decision to enforce this Declaration by the Board shall be at the Board's discretion, it being acknowledged that the Board may choose not to pursue enforcement for any of a variety of reasons, including, but not limited to, lack of materiality of the violation, the cost of enforcement, inconsistency with applicable law, etc. If an Owner fails to maintain his Lot in accordance with Sections 6.5 and 6.6, then the Association may do so and the costs thereof shall be a Special Individual Assessment.

Section 8.13. Other Authorities. If other authorities, such as Tarrant County or any city having jurisdiction over the Property, impose more demanding, expensive or restrictive requirements than those set forth herein, the requirements of such authorities shall be complied with. Said authorities' imposition of lesser requirements than those set forth herein shall not supersede or diminish the requirements herein.

Section 8.14. Addresses. Any notices or correspondence to an Owner shall be sent to the street address of the Lot or email address of the Owner. Any notice or correspondence to the Association or Committee shall be addressed to the address shown beneath the signature of Declarant below or to such other address as is specified by the Association or Committee pursuant to an instrument recorded in the Real Property Records of the County.

Section 8.15. Amendments. This Declaration may be amended with the consent of sixty-seven percent (67%) or more of the outstanding votes of the Association. For any such amendment by the Owners, the Board shall prescribe a method for soliciting votes of the Owners that gives each Owner the exact wording of the proposed amendment and the opportunity to vote for or against same. If the proposed amendment is passed, then a written document describing this Declaration, the amendment, and referencing the Property shall be signed and acknowledged by an officer of the Association and duly recorded in the real property records of the County. For a period of five years after the recording of this document, Declarant and/or the Association, if it has been formed, shall give the City notice of any Amendments to this Declaration.

Section 8.16. Assignment. Declarant may assign its rights and obligations under this Declaration to any party which assumes such rights and obligations in writing. To be effective, such an assignment must be signed by Declarant and such assignee, with signatures acknowledged, and recorded in the real property records of the Tarrant County, Texas.

Section 8.17 Statute Reference. Any reference to any statute in this Declaration shall be to the statute so named, as same may be subsequently amended and/or restated.

Section 8.18 Soil Movement. Each Owner acknowledges that the failure or excessive movement of any foundation of any Residence within the Property can result in the diminished value and desirability of the entire Property. Each Owner agrees and understands that the maintenance of the moisture content and the soils on each Lot is necessary to preserve the structural integrity of each Residence built within the Property. Each Owner also acknowledges that the long-term value and desirability of the Property is contingent upon each Owner maintaining its Residence so that no structural failure or excessive soil movement occurs within such Owner's Lot.

EACH OWNER IS HEREBY NOTIFIED THAT THE SOIL COMPOSITION IN NORTH TEXAS IN GENERAL AND THE PROPERTY IN PARTICULAR AND THE CONDITION OF THE LOTS MAY RESULT IN THE SWELLING AND/OR CONTRACTION OF THE SOIL IN AND AROUND THE LOT IF THE OWNER OF THE LOT DOES NOT EXERCISE THE PROPER CARE AND MAINTENANCE OF THE SOIL NECESSARY TO PREVENT SOIL MOVEMENT.

If the Owner fails to exercise the necessary precautions, then damage, settlement, movement or upheaval to the foundation and structural failure may occur. Owners are highly encouraged to install and maintain proper irrigation around their Residence or take such other measures to ensure even, proportional, and prudent watering around the foundation of their Residence.

By each Owner's acceptance of a deed to any Lot, each Owner, on behalf of itself and its representatives, successors and assigns, hereby acknowledges that Declarant and any Builder in the Property shall not be liable for, and Owner shall assume all risk and consequences of, any damage, settlement, movement or upheaval to the foundation, structural failure, or any damage to any other part of their Residence caused by such Owner's failure to exercise proper care and maintenance of the soil necessary to prevent soil movement, and hereby releases and forever discharges, all Builders of Residences within the Property and Declarant and their respective shareholders, members, officers, directors, partners, employees, agents, representatives, affiliates, attorneys, successors and assigns, of and from any and all claim for the relief and causes of actions, liabilities, damages and claims whatsoever, known or unknown, direct or indirect, arising from or relating to Owner's failure to exercise proper care and maintenance of the soil required to prevent soil movement, including but not limited to, any damage caused by or related in any fashion to the failure or improper or uneven watering of the Lot, planting of improper vegetation near the foundation or any action by any Owner that affects the drainage of any Lot.

EXECUTED AS OF THE _____ DAY OF _____, 2018.

Declarant Company, LLC

By: _____

Name

Its: Manager

STATE OF TEXAS)

COUNTY OF _____)

THIS INSTRUMENT was acknowledged before me on _____, 2018, Declarant Name, Manager of Declarant Company, LLC, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

Exhibit A
(Legal Description of the Property)

Exhibit B
(Certificate of Formation of the Association)

Exhibit C
(Bylaws of the Association)

Exhibit D
(Oak Alley Construction Review Process)

Exhibit E
(Grading Plan)

ORDINANCE O-18-xxxx

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 43.54 ACRES ON LOTS 1R1 AND 1R2, BLOCK 1, BEAR CREEK PLANTATION ADDITION, LOCATED AT 1312 JOHN MCCAIN ROAD AND 7309 HOLLY LANE FROM THE AG AGRICULTURAL AND R-40 SINGLE FAMILY RESIDENTIAL ZONING DISTRICTS TO THE PUD-R PLANNED UNIT DEVELOPMENT - RESIDENTIAL ZONING DISTRICT; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a rezoning under Case No. ZC18-019; and

WHEREAS, the City of Colleyville deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the City to enact a new zoning ordinance; and

WHEREAS, the City Council has appointed a Planning and Zoning Commission to recommend the boundaries of the various original zoning districts and appropriate regulations be enforced therein and to recommend a new zoning ordinance; and

WHEREAS, the Planning and Zoning Commission has divided the City into districts and has prepared regulations pertaining to such districts in accordance with a comprehensive plan designed to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health, general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration, among other things, to the character of the districts and their peculiar suitability for particular uses, with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City; and

WHEREAS, the Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and State Law with reference to changes to zoning classifications under the Zoning Ordinance Regulations and Zoning Map, having given the requisite notices

by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made; and

WHEREAS, The City Council acknowledges the existence of a binding letter of intent between the developer and the Tanglewood HOA dated June 27, 2018 (LOI) containing certain mutual covenants between these two parties related to the development of the property described herein and that said parties intend on performing the covenants contained therein, provided said performance does not expressly conflict with applicable law or this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS:

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on 43.54 acres on Lots 1R1 and 1R2, Block 1, Bear Creek Plantation Addition, located at 1312 John McCain Road and 7309 Holly Lane from the AG Agricultural and R-40 Single Family Residential zoning districts to the PUD-R Planned Unit Development – Residential zoning district, as depicted in the attached Exhibit "A" and Exhibit "C", and as described in Exhibit "B".
- Sec. 3. THAT the Official Zoning Map of the City of Colleyville be amended to incorporate the zoning change approved herein.
- Sec. 4. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

- a. The purpose of this PUD-R is for a single-family residential development of no more than 35 single-family detached dwelling units.
- b. This property is subject to all the regulations contained in the Colleyville Land Development Code, except where amended by this Ordinance.
- c. Temporary fencing shall be installed during development construction.
- d. All permanent perimeter wall/fencing shall be installed prior to home construction within the development.
- e. No development-related access shall come from Holly Lane and all construction related activity shall be prohibited within the public ROW along Holly Lane, including without limitation, the operation, parking, and storing of construction equipment or vehicles.

2. CONCEPTUAL PLAN AND PLATTING

- a. The street layout and arrangement of lots of the subdivision shall be generally consistent with the Preliminary Plat and Development Plan, labeled as Exhibit "C" & "D" respectively. The actual street and lot arrangement presented as a Final Plat may differ from that shown on Exhibit "C" to accommodate topographic, drainage, engineering design limitations or other conditions. However, the Final Plat shall not differ in the number of lots allowed or any of the specific conditions provided herein.
- b. The developer shall submit and receive approval from the City a Preliminary Plat and Final Plat in accordance with the requirements of the Land Development Code prior to development of this PUD-R.

3. PERMITTED USES

- a. Single-family residences, detached, and accessory uses/structures per regulations of the R-30 zoning district, except where amended herein.

b. Common open space areas.

c. The existing structure commonly known as the foreman's house (7309 Holly Lane) shall be demolished and removed within twenty-four (24) ~~six~~ months of final plat approval.

4. RESIDENTIAL LOT REQUIREMENTS AND SETBACKS

Single-family detached residential lot requirements and setbacks shall comply with the following provisions:

- a. Minimum Lot Size: 26,000 square feet for no more than 2 residential lots within the development.
30,000 square feet for no more than 33 residential lots.
- b. Minimum Lot Width: One Hundred feet (100') measured at the building setback line, except pie-shaped cul-de-sac lots 1 and 2, in which case the minimum shall be sixty seven feet (67') at the building setback line
- c. Front Yard Setback: 30 feet
- d. Side Yard Setback: 10 feet
- e. Street Side Setback: 20 feet, except for "key" lots which shall match the front setback of adjacent lots, as shown on the Development Plan
- f. Rear Yard Setback: 25 feet
- g. Minimum House Size: 4,300 square feet
- h. Maximum Lot Coverage: 25 percent
- i. Lot 29 shall be limited to a single story structure.
- j. Lots 31, 32, 33, 34, & 35 shall provide for a rear building setback from the "landscape, wall and drainage easement" of no less than 15' (setback shall apply to all primary and accessory structures).

5. OPEN SPACE

- a. This development shall provide not less than approximately 20% common open space, which shall generally be

configured as shown in Exhibit "D". All open space areas shall be landscaped and maintained by the Homeowner's Association as described in Exhibit "B".

- b. All amenities within the open space areas shall be maintained by the Homeowner's Association. A landscape and pond maintenance plan shall be provided in conformance with the Declaration of Covenants, Conditions, and Restrictions as required by this PUD-R and the Perimeter Fencing Exhibits as attached in Exhibit "D".
- c. Landscaping easements along the east border of the development (Tanglewood) to be deeded to the Tanglewood Maintenance Association shall be conveyed and improved prior to new home permit issuance. All green space improvements shall be installed immediately following wall/fence construction and shall be adequately irrigated and maintained to assure compliance with landscape plan.

6. SCREENING

- a. Perimeter fencing and screening shall be in compliance with the Wall/Fence Diagram included and shown on the Conceptual Site Plan and associated exhibits, labeled as Exhibit "D".
- b. Wood fencing between lots is not permitted. All front elevation fences, from the front of the house to the side property line, shall be open style fencing of decorative metal, and/or masonry.
- c. All lots backing to the Common Open Space lots shall be open style fencing of decorative metal, and/or masonry.

7. ARCHITECTURAL FEATURES

- a. Masonry Requirement – 80% masonry (brick, stone, or stucco over CMU) shall be required on all structures. No EIFS or artificial stucco material (Dryvit systems or Styrofoam products) shall be permitted in the subdivision.
- b. Garage Standard – Minimum of a three car garage with architecturally enhanced doors.
- d. Minimum Roof Pitch – Minimum of a 10:12 roof pitch unless architecturally required to vary, based on home style and

with approval of the HOA's Architectural Review Committee.

- e. Windows – No aluminum windows allowed in the subdivision, only windows of higher quality and efficiency will be allowed. All windows will be insulated glass with a “low-e” specification.
- f. Wood, plastic, PVC, or chain link-type fences shall be prohibited.

8. OTHER

- a. A minimum of two (2) three-inch caliper trees shall be planted within the front yard of each lot by the homebuilder upon construction of a new home, unless quality existing trees are present and saved.
- b. Within 60 days of the final inspection/certificate of occupancy being issued for the primary residential structure, all lots must be fully landscaped and irrigated, both front and rear yards.
- c. The streets within Oak Alley are proposed to be private streets with restricted access (gated).
- d. Street Design Standards:
 - o Right-Of-Way: Fifty feet (50')
 - o Travel Lane Width: Thirty-one feet (31'), back of curb to back of curb
 - o Turning Radii: Fifteen feet (15')
- e. Street “A” (southbound and northbound), is a divided road, intended to preserve the double row of Live Oaks in the median, with paving in each direction of 25' b/b, in separate 32.5' Private Street ROW's.
- f. All residences within the subdivision shall contain automatic fire-sprinkler systems.
- g. A monument sign identifying the subdivision shall be built at the gated entry from John McCain Road.
- h. The construction entrance(s) shall be on John McCain Road only. Access from Holly Lane shall be prohibited including

the property commonly known as the foreman's house (7309 Holly Lane).

- i. Appropriate construction methods shall be utilized to ensure that the ponds are able to hold the volumes of water contemplated in the final design plans and retain the water in the manner in which the ponds are designed. The north pond shall maintain at least 2' of storage capacity over the low water elevation design. All ponds shall be maintained in an appropriate manner by the Oak Alley HOA.
- j. A water main loop shall be connected to the existing water main on Holly Lane between Lot 23 and Lot 29. Said pipe installation, sizing, and material shall be approved by the City Engineer.
- k. Pedestrian access to the north pond walking trail shall be provided via public easement from Holly Lane.
- l. Storm sewer installation and connection shall be made to drain the area west of Lot 33 (west of Holly Lane) into the new detention pond traversing Lots 32, 33, and 34. Said pipe installation, sizing, and material shall be approved by the City Engineer.
- m. Diverters/shields shall be installed on all street lights adjacent to perimeter homes.
- n. The proposed pond along Holly Lane shall be constructed at an adequate depth to assure a high level of water quality, shall have a deep well available for make-up water, and shall be maintained in an appropriate manner by the Oak Alley HOA.

9. HOA DOCUMENTS

- a. At a minimum, the agreements, covenants and restrictions establishing and creating the homeowners' association required herein (CCRs) shall contain and/or provide for the following:
 - 1) The initial term of the agreement, covenants and restrictions establishing and creating the homeowners' association shall be for a period of not less than 25 years and, if not established to be perpetual, shall

automatically renew for successive periods of not less than 10 years thereafter;

- 2) The homeowners' association may not be dissolved without the prior written consent of the City;
- 3) Provisions acceptable to the City to ensure the continuous and perpetual use, operation, maintenance and/or supervision of all facilities, structures, improvements, systems, open space or common areas that are the responsibility of the homeowners' association and to establish a reserve fund for such purposes;
- 4) Provisions prohibiting the amendment of any portion of the homeowners' association's agreements, covenants or restrictions pertaining to the use, operation, maintenance and/or supervision of any facilities, structures, improvements, systems, area or grounds that are the responsibility of the homeowners' association without the prior written consent of the City;
- 5) The right and ability of the City or its lawful agents, after due notice to the homeowners' association, to remove any landscape systems, features or elements that cease to be maintained by the homeowners' association; to perform the responsibilities of the homeowners' association and its board of directors if the homeowners' association fails to do so in compliance with any provisions of the agreements, covenants or restrictions of the homeowners' association or of any applicable City ordinances or regulations; to assess the homeowners' association for all costs incurred by the City in performing said responsibilities if the homeowners' association fails to do so; and/or to avail itself of any other enforcement actions available to the City pursuant to state law or City ordinances or regulations; and
- 6) Provisions indemnifying and holding the City harmless from any and all costs, expenses, suits, demands, liabilities or damages including attorney's fees and costs of suit, incurred or resulting from the City's removal of any landscape systems, features or elements that cease to be maintained by the homeowners' association or from the City's performance of the aforementioned operation, maintenance or supervision responsibilities of

the homeowners' association due to the homeowners' association's failure to perform said responsibilities.

- 7) No boat, marine craft, hovercraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked in public view for more than 24 consecutive hours within the development.
- 8) The HOA should make every effort to prevent unsightly structures or uses that can be visible from the neighbors outside the development.
- 9) Clothes lines or outside washing or drying of clothes shall be prohibited.
- 10) Garage doors should be of a side-load design or screened from street view.
- 11) Whenever possible, storage/shed buildings should be limited in height to avoid viewing by neighbors.

- Sec. 5. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.
- Sec. 6. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 7. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 8. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 9. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be

given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 7th day of August 2018.

The second reading and public hearing being conducted on the 16th day of October 2018.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the 16th day of October 2018.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 5, Chuck Kelley	_____
Place 3, Kathy Wheat	_____	Place 6, Callie Rigney	_____
Place 4, George Dodson	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

APPROVED AS TO FORM AND LEGALITY:

Whitt Wyatt
City Attorney

Exhibit "A" – Location and Zoning Map

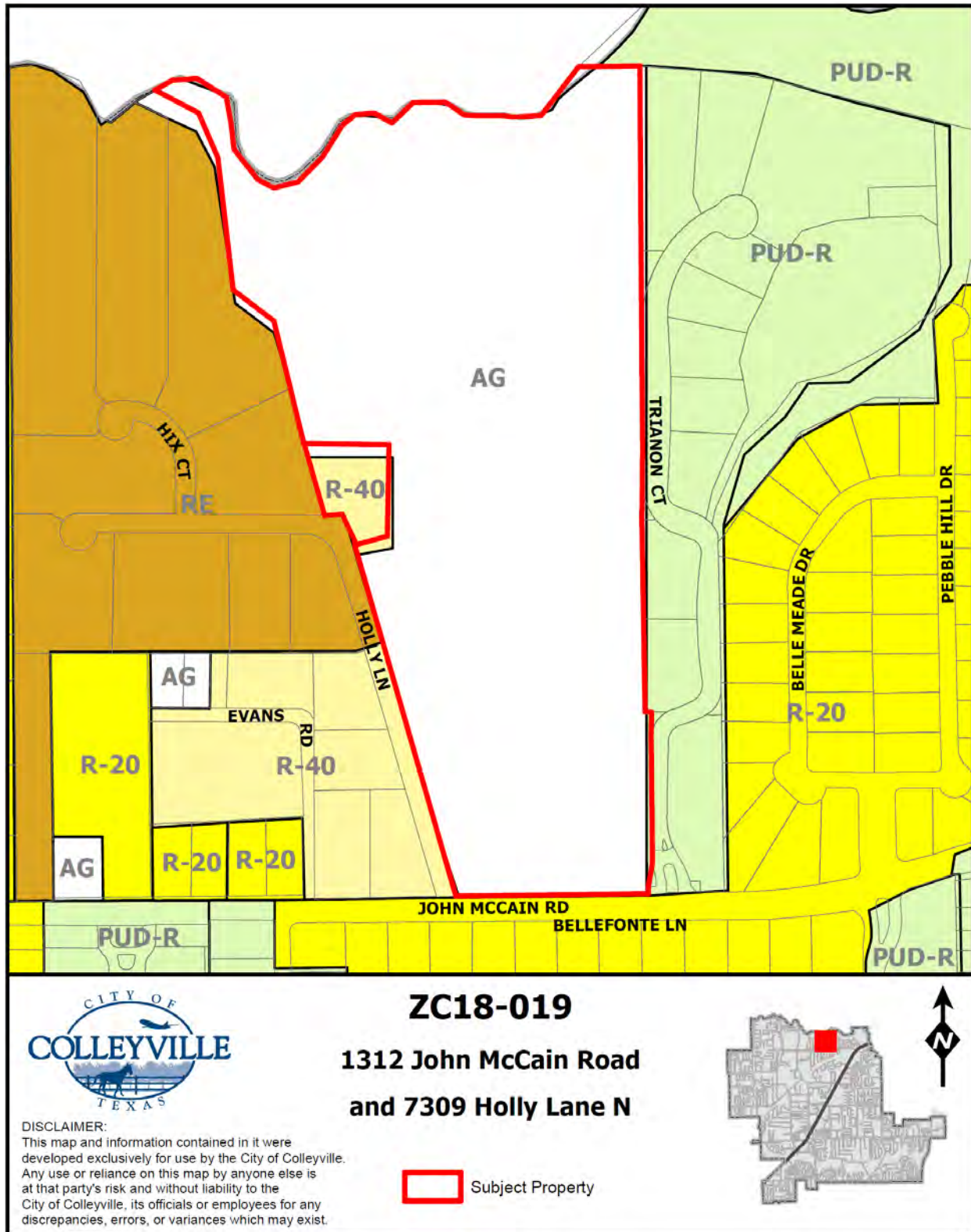


Exhibit "B" – Statement of Planning Objectives

Oak Alley

Colleyville, Texas

Zoning Narrative –8 Oct. 2018

Burk Collins & Co. LTD, Developer

Sage Group, Inc., Land Planner

Statement of Planning Objectives

Oak Alley is a proposed residential neighborhood to be developed by Burk Collins & Co, LTD, under the PUD-R Residential District regulations for residential development in the City of Colleyville. The 43.54 acre property is located on the north side of John McCain Road, just east of Holly Lane (adjacent to the Hidden Acres Addition) and west of, and adjacent to, the Tanglewood Estates gated neighborhood. The property is currently zoned R-40 and AG. The intent here is to rezone the entire property to PUD-R, unifying the property into one cohesive, master planned residential development of the highest quality.

There are currently two occupied single-family homes on the two platted properties that make up this proposal. The main home will be worked into the plan; most of the remaining structures will be removed.

The surrounding area is, for the most part, fully developed with a combination of PUD-R lots ranging from 15,000 s.f. lots, 30,000 s.f. lots, as well as acre plus sized lots. There are existing subdivisions bordering the subject tract on the entire western, eastern and southern boundaries. The northern boundary is Bear Creek, and is the city limit line. Across the creek is the Timarron Golf Course, and the City of Southlake.

The proposed plan, primarily consisting of 30,000 s.f. lots (average of about 38,000 s.f.), and has a range of lot sizes from 26,000 sf minimum, up to several acre plus lots (and one 3.3 acre lot for the existing large home) and open space, would fit in well with the neighborhood, as well as be consistent with the city's Future Land Use Plan.

Quality and compatibility with the adjacent residential, as well as the rest of Colleyville is essential, and we have designed this proposal with those goals in mind.

The residences planned for Oak Alley will be very upscale, with selling prices estimated to start at around \$2.0 million. The development will center upon, and feature, the existing double row of Live Oaks, installed some years ago by the property owner along either side of the drive, the defining feature of the property. This will continue to enhance the vista toward the "plantation house" at the far end by placing a boulevard (divided) road along either side of it. An expanded greenbelt setback will be dedicated along the John McCain frontage, and will be fully landscaped, as will the other open space areas within the project. Open Space will make up over 19% of the project area.

Oak Alley will be proposed as a gated community with private streets. A double road, divided entry from John McCain Road, positioned to line up with and take advantage of the central double row of Live Oaks, will provide a distinctive and quality main entry. This

divided road will serve as a loop road through the development, with the two entries from John McCain meeting the minimum 100' centerline spacing for two points of emergency access. We propose to build the normal Colleyville street section of 31' (back of curb to back of curb), in a 50' R.O.W., throughout the project, except for the main divided central entry road.

There will be a requirement of at least two street trees for every residential lot to be installed by the home builders, adjacent to the street rights of way, unless there are already existing trees there that are saved. We have worked extensively, in conjunction with our neighbors to the east and west, to provide landscape buffers between the existing homes and the future home sites within Oak Alley. All perimeter boundaries will have 25', fully landscaped buffer easements, as shown on the Development Plan.

The existing and fully developed storm drainage has been carefully analyzed, and will be designed to meet all city regulations and not adversely affect any neighboring properties. There will be a pond constructed along the Holly Lane frontage- in a landscaped setting, which will double as a storm detention facility, to the extent it is necessary.

To encourage pedestrian activity in the neighborhood, sidewalks will be built along the front of each lot, and a connection will be made to the large greenbelt area along Bear Creek, and an amenity for the residents.

The scale and orientation of the development has been designed to have an inviting visual flow with the existing neighborhoods and surrounding uses. The design criteria of the homes will create high quality designed homes in keeping with both the immediate neighborhood and Colleyville as a whole.

Development Schedule

Oak Alley will most likely be developed in one phase, with development commencing upon the successful completion of the zoning and platting and the subsequent approval of the final plat and engineering plans. Construction of homes is anticipated to start immediately upon completion of the subdivision's infrastructure.

Economic Development Information

Oak Alley will have a total of thirty five (35) homes, each with an estimated average value upon completion of \$2,570,000, resulting in an overall tax base of over \$90,000,000. At the current tax rate of 2.339023%, the total taxes generated from the development are projected to be \$2,105,120, with over \$300,000 generated directly for the City at buildout.

Development Standards

Permitted Land Use:	Single Family Residential Detached
Minimum House Size:	4,300 square feet.
Minimum Lot Area:	26,000 s.f. (Average about 38,000 s.f.)
Minimum Lot Width:	One Hundred feet (100') measured at the building setback line, except pie-shaped cul-de-sac lots 1 and 2, in which case the minimum shall be sixty seven feet (67') at the building setback line.
Front Yard Setbacks:	Thirty feet (30') back of the property line
Rear Yard Setbacks:	Twenty Five feet (25')
Side Yard Setbacks:	Ten feet (10').
Street-facing Side Yard:	Side yard setbacks on the street side of a corner lot, fronting on another street, shall be 20', except for "key" lots which shall match the front setback of adjacent lots, as shown on the Development Plan.
Street Standards:	The streets within Oak Alley are proposed to be private streets with restricted access (gated). All undivided sections will be built to the standard street section of 31' b/b paving, in a 50' Private Street ROW. Street "A" (southbound and northbound), is a divided road, intended to preserve the double row of Live Oaks in the median, with paving in each direction of 24'b/b, in separate 32.5' Private Street ROW's.
Minimum Roof Pitch:	Minimum of a 10:12 roof pitch, unless architecturally required to vary, based on home style.
Garage Standard:	Minimum of a three car garage with wood-like, architecturally enhanced doors.
Masonry Requirement:	The dominant exterior vertical wall area of each structure, exclusive of doors and windows, shall be masonry (brick, stone, or stucco over CMU block) or other material solely determined by the Committee. No more than 20% of the exterior vertical wall to be authentic lath and stucco application over wood framing. Dryvit systems or Styrofoam products are not acceptable. The exterior of chimney flues shall be of masonry material acceptable to the Committee. Installation of all types of exterior items and

surfaces such as address numbers or external ornamentation, lights, mail chutes, mailboxes, roofing materials and exterior paint or stain, shall be subject to the approval of the Committee as to size, design, materials color, manufacturer and location.

Additional Elevation Requirements: All plans will be reviewed by the Oak Alley Architectural Review Committee, and will comply with a set of Design Guidelines which will be developed to assure structures and site features of the highest quality. Elevations will have a hierarchy of plate dominance featuring custom front doors and entrances; balanced architectural features and interests with natural tones for paint and exterior finishes. The elevations on all "four sides" shall be addressed in the design to present a finished appearance. Roofing will match the architectural style. Slate, tile or standing seam metal are examples. Each elevation should add interest to the entire streetscape.

Windows: No aluminum windows allowed in the subdivision, only windows of higher quality and energy efficiency will be allowed. All windows will be insulated glass with a "low-e" specification.

Fencing: Wood fencing between lots is not permitted. All front elevation fences, from the front of the house to the side property line, shall be open style fencing of decorative metal, and/or masonry. All lots backing to the Common Open Space shall be open style fencing of decorative metal, and/or Masonry.

Where lots back to existing residential lots with fences, the existing fence shall be kept, maintained or improved in coordination with each owner, as shown in the diagram on the Development Plan and associated detailed diagrams. Where open space lots border adjacent properties, either the existing fence will be maintained or improved, or a decorative masonry or metal fence will be installed, all in cooperation with the adjacent property owner, according to the detailed plans submitted with zoning. All perimeter walls and fences shall be installed prior to any vertical home construction.

Streetscape Standards: Minimum of two (2) three-inch (3") caliper trees per front yard, unless quality existing trees are present and saved. Fully landscaped and sprinklered front and rear yard within sixty days of completing a house.

Open Space Maintenance: The open space lots within the subdivision shall be maintained in a consistent, uniform manner by the Oak Alley Homeowners Association through dues collected from the individual

homeowners. Membership in the Homeowner's Association is mandatory.

Street Design Standards:

Right of Way:	Fifty feet (50') (Undivided), Thirty Two, one half feet (32.5') (each side of divided entry road)
Travel Lane Width:	Thirty-one feet (31'), back of curb to back of curb (undivided) Twenty-four feet (24'), back of curb to back of curb (divided)
Turning Radii:	Fifteen feet (15')

Open Space Standards:	Except for the natural tree preservation areas, the Common Open Space shall be fully landscaped and irrigated with a combination of trees and shrubbery pursuant to an approved landscape plan. The Common Open Space shall be owned, operated and maintained by Oak Alley Homeowners Association which shall have a mandatory membership of all homeowners and shall collect dues in amounts satisfactory to maintain the Common Open Space. The Association shall have fine and lien rights as permitted by law to enforce compliance with the rules of the association.
-----------------------	--

Signage:	A monument sign identifying the subdivision shall be built at the gated entry from John McCain Road.
----------	--

Reduce lot size to provide 20% open space.
Total Area = 43.54 ac
20% for Open Space = 8.708 ac (379,320 SF)
Provided Open Space = 8.49 ac (369,824 SF)
Difference = ±0.218 ac (9,496 SF)

Lots 12-14 prohibits
buildings in back of primary
structure (no out bldgs.).

Lots 4-11 shall include a 50' setback for all structures.

Lot 29 shall be limited to
a single-story structure.

Provide pedestrian easement at sidewalk gate

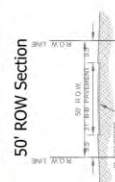
[illegible]

Oak Alley

**Zoning Exhibit for
Zoning Change Request
From AG & R-40 to PUD-R**

Case #ZC18-019

Colleyville, Tarrant County, Texas

[illegible]

Owner:

Mark & Gloria Collins Trust
312 John McCain Rd.
Colleyville, TX 76034

Surveyor:
Miller Surveying, Inc.

30 Mid Cities Blvd.
Aurust, TX 76054
Tel: 817-577-1052

Engineer:
Seattle, Inc.

20 Johnson Rd., Suite 303
Cedar Hill, TX 76248
Tel: 817-337-8899

Applicant:

Age Group, Inc.
130 N. Carroll Ave., Suite 200
Southlake, TX 76092

tel: 817-424-2626
Contact: Curtis Young

planner:

SAGE

8 OCT 18 1" = 100' 0 10



Development Plan

Bear Creek Plantation, Lot 1R1 Block 1 & Lot 1R2 Block 1



THE ENTRY

OAK ALLEY



A DECORATIVE SCREEN WALL



B ENTRY GATE MEDIAN ORNAMENTAL METAL FENCING
 GATE & MEDIAN FENCING DESIGN T.B.D.



C ORNAMENTAL METAL FENCE WITH COLUMN TERMINUS



D LOW STONE WALL WITH ORNAMENTAL METAL FENCE



E ORNAMENTAL METAL FENCE



F DECORATIVE SCREEN WALL



SCREENING WALLS & ORNAMENTAL FENCING EXHIBIT

OAK ALLEY



Holly Lane / Western Boundary Landscape Easement - Landscape Specifications

SYMBOL	PLANT NAME	QUANTITY	SIZE	CONDITION / REMARKS
●	Live Oak	17	12" x 12" x 12"	Shade trees, 3 ornamental trees per 100 L.F. of landscape easement, credit given for preserving existing trees.
●	Shade Tree	17	12" x 12" x 12"	Shade trees, 3 ornamental trees per 100 L.F. of landscape easement, credit given for preserving existing trees.

SYMBOL	PLANT NAME	QUANTITY	SIZE	CONDITION / REMARKS
●	Shade Tree	17	12" x 12" x 12"	Shade trees, 3 ornamental trees per 100 L.F. of landscape easement, credit given for preserving existing trees.
●	Shade Tree	17	12" x 12" x 12"	Shade trees, 3 ornamental trees per 100 L.F. of landscape easement, credit given for preserving existing trees.

Eastern Boundary Landscape Easement - Landscape Specifications

SYMBOL	PLANT NAME	QUANTITY	SIZE	CONDITION / REMARKS
●	Live Oak	17	12" x 12" x 12"	Shade trees, 3 ornamental trees per 100 L.F. of landscape easement, credit given for preserving existing trees.
●	Shade Tree	17	12" x 12" x 12"	Shade trees, 3 ornamental trees per 100 L.F. of landscape easement, credit given for preserving existing trees.

SYMBOL	PLANT NAME	QUANTITY	SIZE	CONDITION / REMARKS
●	Shade Tree	17	12" x 12" x 12"	Shade trees, 3 ornamental trees per 100 L.F. of landscape easement, credit given for preserving existing trees.
●	Shade Tree	17	12" x 12" x 12"	Shade trees, 3 ornamental trees per 100 L.F. of landscape easement, credit given for preserving existing trees.

Planner: SAGE GROUP, INC.

21 SEPT 18

1" = 30'

0 30' 60' 120'

Landscape Easement Plantings

Bear Creek Plantation, Lot 1R1 Block 1 & Lot 1R2 Block 1

Oak Alley

Colleyville, Tarrant County, Texas



THE ENTRY

OAK ALLEY



Planner: SAGE GROUP, INC.
 0000
 21 SEPT 18 1" = 60'
 0 30' 60' 120'

TYPE C - 6' Ornamental Metal Fence WITH Masonry Columns
TYPE D - 6' Total: Masonry Wall 2.5' / Ornamental Metal Fence 3.5'
TYPE F - 8' Masonry Wall
Retain Existing Wall / Fence

Case #ZC18-002

Oak Alley

Eastern Boundary Detail (Sheet 1 of 3)

Bear Creek Plantation, Lot 1R1 Block 1 & Lot 1R2 Block 1

Colleyville, Tarrant County, Texas



Planner: SAGE GROUP, INC.
 0000
 21 SEPT 18 1" = 60'
 0 30' 60' 120'

TYPE A - 8' Total: Masonry Wall 6' / Ornamental Metal Fence 2'
TYPE F - 8' Masonry Wall

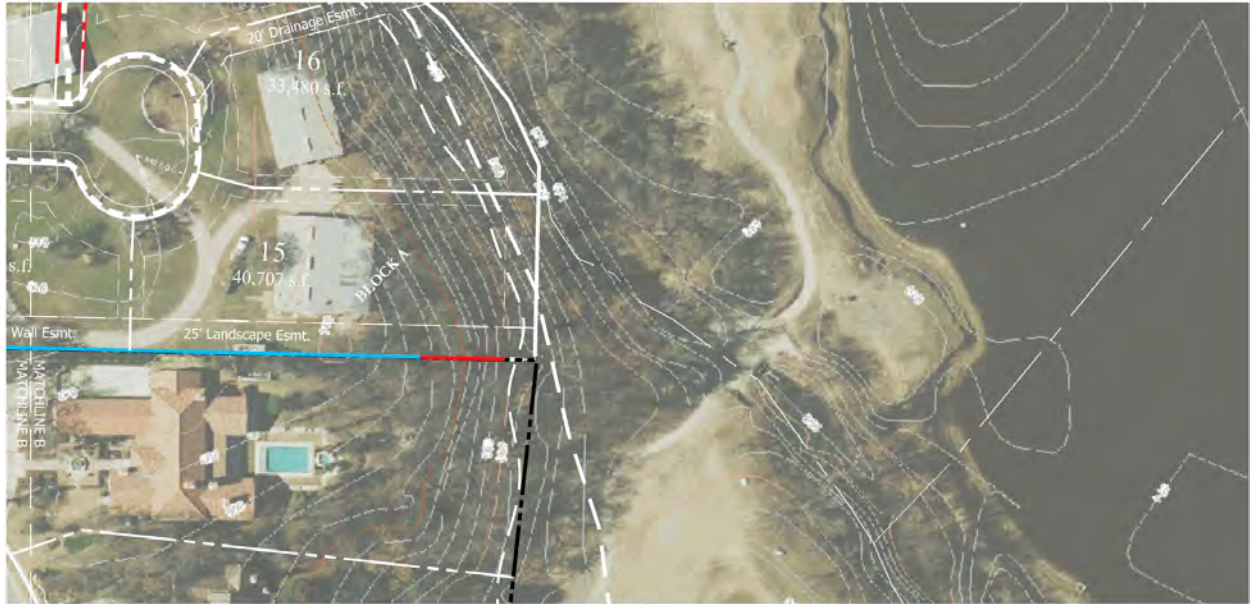
Case #ZC18-002

Oak Alley

Eastern Boundary Detail (Sheet 2 of 3)

Bear Creek Plantation, Lot 1R1 Block 1 & Lot 1R2 Block 1

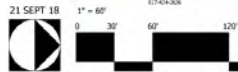
Colleyville, Tarrant County, Texas



Planner: SAGE GROUP, INC.
Master Planning
Urban Design
Landscape Architecture
10010 Central Exp., Ste. 200
Dallas, Texas 75242
677-424-3268

TYPE A - 8' Total: Masonry Wall 6' / Ornamental Metal Fence 2'
TYPE E - 6' Ornamental Metal Fence

Case #ZC18-002



Eastern Boundary Detail (Sheet 3 of 3)

Oak Alley

Bear Creek Plantation, Lot 1R1 Block 1 & Lot 1R2 Block 1

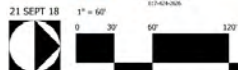
Colleyville, Tarrant County, Texas



Planner: SAGE GROUP, INC.
Master Planning
Urban Design
Landscape Architecture
10010 Central Exp., Ste. 200
Dallas, Texas 75242
677-424-3268

TYPE D - 6' Total: Masonry Wall 2.5' / Ornamental Metal Fence 3.5'
TYPE C - 6' Ornamental Metal Fence with Masonry Columns

Case #ZC18-002



Western Boundary Detail (Sheet 1 of 3)

Oak Alley

Bear Creek Plantation, Lot 1R1 Block 1 & Lot 1R2 Block 1

Colleyville, Tarrant County, Texas



TYPE D - 6' Total: Masonry Wall 2.5' / Ornamental Metal Fence 3.5'

TYPE A - 7' Total: Masonry Wall 5' / Ornamental Metal Fence 2'

Replace Pipe Rail Fence

6' Iron Fence



Western Boundary Detail (Sheet 2 of 3)

Case #ZC18-002

Oak Alley

Bear Creek Plantation, Lot 1R1 Block 1 & Lot 1R2 Block 1

Colleyville, Tarrant County, Texas



Replace Pipe Rail Fence

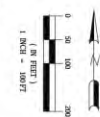
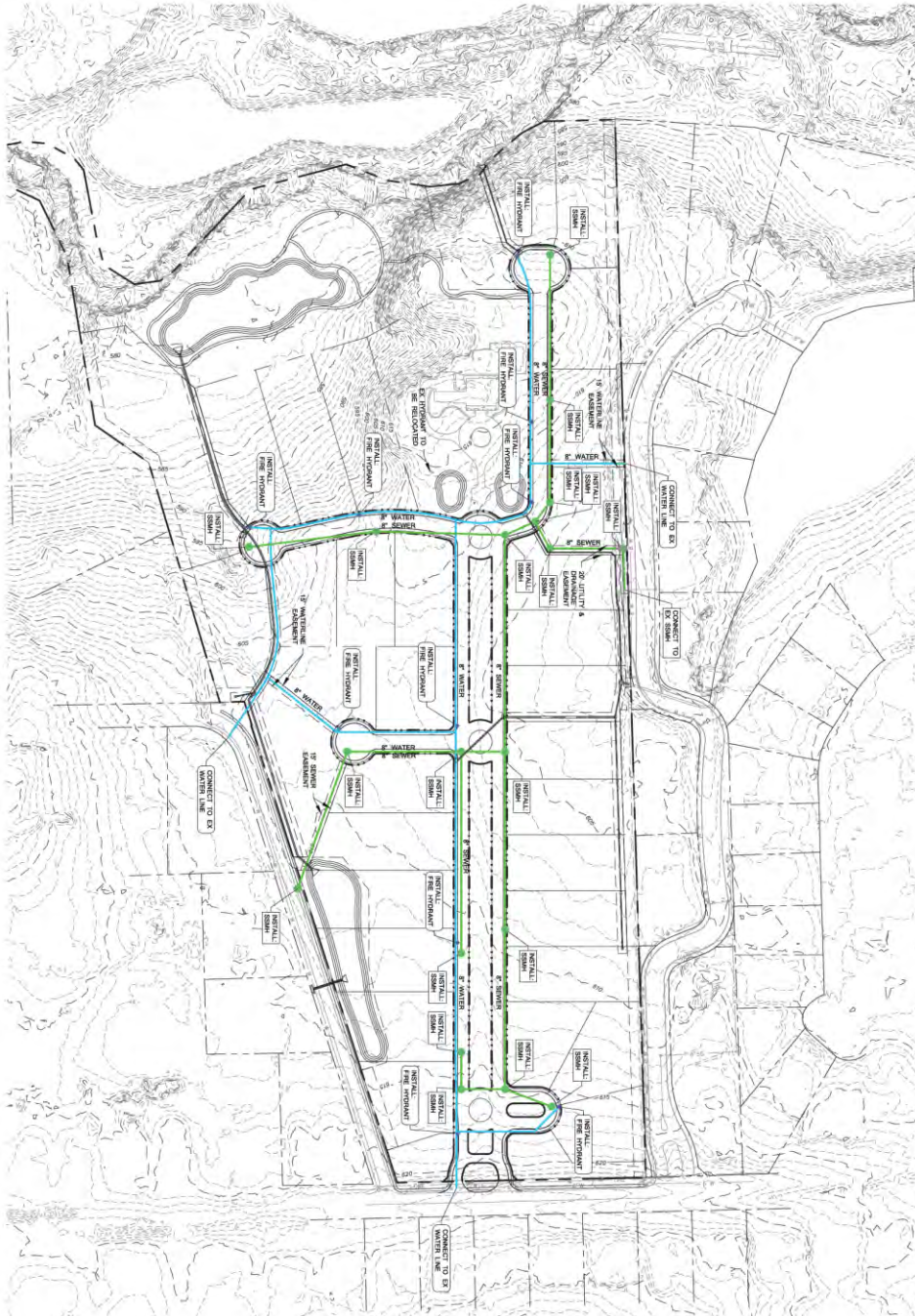
Western Boundary Detail (Sheet 3 of 3)

Case #ZC18-002

Oak Alley

Bear Creek Plantation, Lot 1R1 Block 1 & Lot 1R2 Block 1

Colleyville, Tarrant County, Texas



- LEGEND**
- 12" WATER LINE
 - 12" FIRE HYDRANT
 - 12" SANITARY SEWER LINE
 - 12" STORMWATER



3	THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES. DATE: 10/10/2018 PROJECT NO.: 18-001 DATE: 10/10/2018	PRELIMINARY UTILITY PLAN OAK ALLEY COLLEYVILLE, TEXAS	DEOTTE, INC. 10000 W. 10TH STREET, SUITE 100, FORT WORTH, TEXAS 76132 TEL: 817.335.1111 FAX: 817.335.1112 WWW.DEOTTEINC.COM
----------	---	--	--

