

CHICAGO TITLE

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY AND ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

After recording, return to:
Villas of Middleton Homeowners Association Inc.
c/o Essex Association Management
Attention: Ron Corcoran
1512 Crescent Drive, Suite 112
Carrollton, Texas 75006

STATE OF TEXAS

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KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF COLLIN

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VILLAS OF MIDDLETON TOWNHOMES

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VILLAS OF MIDDLETON TOWNHOMES (this "Amendment") is made and entered by Plano Parkway Investments, L.P., a Texas limited partnership (the "Declarant"), as of the 12 day of MARCH, 2018.

WHEREAS, on July 19, 2016, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Villas of Middleton Townhomes recorded on December 7, 2016, as Document No. 20161207001662660, in the Official Public Records of Collin County, Texas, as amended and modified by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for the Villas of Middleton Townhomes dated March 6, 2018, and recorded on March 12, 2018, 2018 as Document No. 20180312000298350 (as amended and modified, the "Declaration");

WHEREAS, the Declaration affects all of the real property and improvements located within land described in the Declaration, including, without limitation, that real property described on that certain subdivision plat including sixty-one (61) Lots entitled "Final Plat, Villas of Middleton, Phase One", which plat was recorded on January 5, 2017 as Document No. 20170105010000050, in the map or plat records of Collin County, Texas (the "Phase One Plat")

WHEREAS, the Development Period (as defined in the Declaration) is still in effect;

WHEREAS, during the Development Period, in accordance with the terms of the Declaration, including, without limitation, Section 16.4 and Section B.3.4 of the Appendix thereof, Declarant may unilaterally amend the Declaration without the joinder or consent of any other party, by an instrument in writing duly signed, acknowledged, and filed for record in Collin County to, among other things, correct errors and misstatements in the Declaration, modify the designation of the area of common responsibility and/or to create easements and common areas within the Property; and

WHEREAS, Declarant desires to amend and modify certain covenants, conditions and restrictions set forth in the Declaration, as more specifically provided in this Amendment.

NOW, THEREFORE, the Declarant does hereby amend the Declaration as follows:

1. **Defined Terms.** Unless otherwise defined in this Amendment or the context otherwise requires, each term used in this Amendment with its initial letter capitalized which has been specifically defined in the Declaration shall have the same meaning herein as given to such term in the Declaration.

2. **Amendments.** (a) The Declaration is hereby modified and amended to correct the following typographical errors:

(i) The erroneous reference to "Appendix C" in the fourth paragraph of the recitals of the Declaration is hereby modified and amended to refer to "Appendix B." In this regard, the fourth paragraph of the recitals of the Declaration is hereby modified and amended to read in its entirety as follows:

"Declarant DECLARES that the Property described in Appendix A, and any additional property made subject to this Declaration by recording one or more amendments of or supplements to this Declaration, will be owned, held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, restrictions, and easements of this Declaration, including Declarant's representations and reservations in the attached Appendix B, which run with the real property and bind all parties having or acquiring any right, title, or interest in any part of the Property, their heirs, successors, and assigns, and inure to the benefit of each Owner of any part of the Property."

(ii) The erroneous reference to "Appendix B" in the second sentence of Section 16.1 of the Declaration is hereby modified and amended to refer to "Appendix C." In this regard, Section 16.1 of the Declaration is hereby modified and amended to correct certain typographical errors and to read as follows:

"16.1 CONSENTS REQUIRED. As permitted by this Declaration, certain amendments of this Declaration may be executed by Declarant alone, or by the board alone. Amendment of the Maintenance Responsibility Chart, initially recorded as Appendix C of this Declaration, is subject to the terms of Section 13.3. Otherwise, amendments to this Declaration must be approved by owners of at least a majority of the Lots. To the extent any proposed amendment is for the purpose of either amending the provisions of this Declaration or the Associations agreements pertaining to the use, operation, maintenance and/or supervision of any facilities, structures, improvements, systems, common areas, private streets or grounds that are the responsibility of the Association, prior written consent of the City must be obtained."

(b) The Declaration is hereby modified and amended to add a new Section 3.14 as follows:

“3.14 COMMON DRIVEWAY AND RECIPROCAL ACCESS EASEMENTS. The owners of the following Lots are each hereby granted an easement for the existence and continuance of a driveway and common access, ingress and egress over the adjacent owner’s(s) Lot(s) to provide for driveway ingress, egress and access to and from each such owners’ Lot and the adjacent Street, as such driveway(s) and related improvements are initially constructed and installed on the following Lots: Lots 12, 13, and 14, in Block D; and Lots 19 and 20, in Block D; each such lot is shown on the Final Plat, Villas of Middleton, Phase One”, which plat was recorded on January 5, 2017 as Document No. 20170105010000050, in the map or plat records of Collin County, Texas.”

(c) The Declaration is hereby modified and amended to add a new Section 3.15 as follows:

“3.15 WALL MAINTENANCE EASEMENTS. The Declarant hereby reserves for itself and the Association a fence and wall maintenance easement (the “Wall Maintenance Easement”) along the side property lines and rear property lines of the following Lots measured and extending from the such side and rear property lines of said Lots within the Subdivision a distance of five (5’) from any wall or fence located on or about such property lines of such Lots for the purpose of maintenance, repairing and replacing any and all perimeter wall, fencing and/or related improvements that are part of the Areas of Common Responsibility to be maintained by the Association pursuant hereto. The Wall Maintenance Easement herein described affects the following Lots: Lots 1 through 17, in Block C; and Lots 1 through 20, in Block D; each such lot is shown on the Final Plat, Villas of Middleton, Phase One”, which plat was recorded on January 5, 2017 as Document No. 20170105010000050, in the map or plat records of Collin County, Texas.”

(d) Appendix “C” of the Declaration is hereby modified and amended and replaced in its entirety with Appendix “C” attached hereto. Upon recordation of this Amendment, a recorded copy of this Amendment with new “Appendix “C” - Maintenance and Responsibility Chart” shall be distributed to each owner within the Property, as required by the terms of the Declaration. Additionally, the first sentence of Section 13.4.3 of the Declaration is hereby modified and amended to read in its entirety as follows:

“Each owner of a townhome Lot is solely responsible for the maintenance, repair, and replacement of all components of the roof and roof top patio of his townhome, except any area or component designated as an Area of Common Responsibility.”

(e) The Association, by and through Declarant, hereby adopts the Design Guidelines attached hereto as Appendix “D” as new Rules for the Association, and the Declaration is hereby modified and amended to add as a new Appendix “D” the Design Guidelines attached hereto as Appendix “D” and incorporated herein and into the Declaration by reference.

3. No Other Effect. Except as expressly modified, amended and supplemented by this Amendment, the terms and provisions of the Declaration are not amended, modified or

supplemented, and the Declaration, as modified, amended and supplemented hereby, is hereby amended as provided herein.

4. Severability. Invalidation of anyone provision of this Amendment by judgment or court order shall in no way affect any other provision of this Amendment or the remainder of this Amendment which shall remain in full force and effect. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Amendment a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

5. Headings. The headings contained in this Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this Amendment.


REMAINDER OF PAGE LEFT BLANK - SIGNATURE PAGE FOLLOWS

EXECUTED to be effective as of the date written above.

DECLARANT:

PLANO PARKWAY INVESTMENTS, L.P.,
a Texas Limited Partnership

By: Plano Parkway Management, LLC,
a Texas limited liability company,
its General Partner

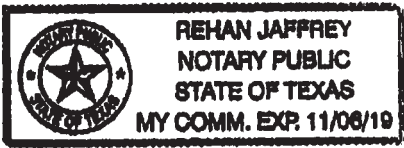
By: 
Name: Abid H. Abedi
Its: President

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 12th day of March, 2018, by Abid H. Abedi, President of Plano Parkway Management, LLC, as general partner of Plano Parkway Investments, L.P., a Texas limited partnership on behalf of said limited liability company and limited partnership, and in the capacities herein stated.



Notary Public, State Of Texas



CONSENT OF OWNER

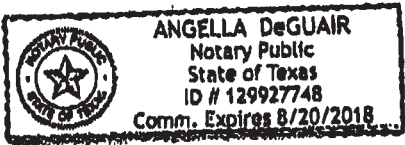
THE UNDERSIGNED HEREBY CONSENTS TO THE FOREGOING AMENDMENT IN ITS CAPACITY AS OWNER OF affected by, and for the purposes of creation of, the COMMON DRIVEWAY AND RECIPROCAL ACCESS EASEMENTS by Section 3.14 of the Declaration and the WALL MAINTENANCE EASEMENTS by Section 3.15 of the Declaration added by the foregoing Amendment.

MEGATEL HOMES, INC.,
a Texas corporation

By: *[Signature]*
Name: Anan Akul
Its: Member

STATE OF TEXAS §
COUNTY OF Dallas §
§

This instrument was acknowledged before me on the 12 day of March, 2018, by Anan Akul, the Member of Megatel Homes, Inc., a Texas corporation, on behalf of said corporation, and in the capacity herein stated.



[Signature]
Notary Public, State Of Texas

**LEGAL DESCRIPTION
VILLAS OF MIDDLETON HOMEOWNERS ASSOCIATION, INC.**

EXHIBIT 'A'

Being Lot 2, Block 1 of MAINSTREET SNP, LOT 2, BLOCK 1, an Addition to the City of Plano, Collin County, Texas, according to the Plat thereof recorded in Volume 2013, Page 534, Map Records, Collin County, Texas.

APPENDIX "C"
MAINTENANCE RESPONSIBILITY CHART
VILLAS OF MIDDLETON TOWNHOMES

"all aspects" includes maintenance, repair and replacement, as needed"

Component of Property	Area of Common Responsibility	Owner Responsibility
Roofs	Shingles, flashing, decking, felt/tarpaper and parapet	all other aspects, including roof top deck finished surface
Roof-mounted attachments	None	All aspects
Exterior vertical walls of Townhome Buildings, other exterior features of Townhome Buildings not specifically listed in chart	Outermost materials only, such as siding, stucco and brick, and any coatings or surface treatments on the material, such as paint or sealant	All other aspects, including wall cavities and insulation
Townhome Building foundations, patio slabs and A/C slabs	None	All aspects, including tolerance for minor cracks that are inevitable results of the natural movement of soil (expansion and contraction), shrinkage during the curing of the concrete and settling of the Townhome Building
Concrete driveways and sidewalks	All structural aspects	Routine cleaning and tolerance for minor cracks that are inevitable results of the natural expansion and contraction of soil, shrinkage during the curing of the concrete and settling of the Townhome Building
Retaining walls	All aspects	None
Displays of street numbers on exterior doors or Townhome Building surfaces	All aspects	None
Gutters and downspouts	All aspects	None
Grounds – outside the fenced yards (if any).	All aspects	None

Component of Property	Area of Common Responsibility	Owner Responsibility
Yard irrigation system (sprinkler)	All aspects	None
Exterior light fixtures on Townhome Buildings	None	All aspects
Garages	None	All aspects. Includes routine interior cleaning, interior wall and ceiling materials, garage door, pedestrian door, automatic garage door opener, remote controls, interior light fixture, and interior electrical outlets.
Insulation and weather-stripping	None	All aspects
Chimneys and fireplaces	None	All aspects
Fences and gates around private Townhome yards (if any)	All aspects	None
Townhome interiors, including improvements, fixtures, partition walls and floors within Townhome	None	All aspects including but not limited to all electrical and plumbing components
Sheetrock in Townhomes (walls and ceilings) and treatments on walls	None	All aspects
Improvements and grounds in private patio/yards	None	All aspects
Exterior doors of Townhomes	None	All aspects of the garage door, and all aspects of other doors, including paint, door frame, door, glass panes, hardware, locks, peep-holes, thresholds, weather stripping and doorbells

Component of Property	Area of Common Responsibility	Owner Responsibility
Windows	Periodic exterior caulking in connection with exterior painting	All other aspects, including window frames, window sill flashings, window seals and sealants, screens, window locks, glass panes, glazing, interior caulking
Water, sewer, electrical lines and systems	None for lines and systems serving the Lots	All aspects of lines and systems serving the Lot
Heating and cooling systems and water heaters	None	All aspects
Intrusion alarms on doors/windows, smoke/heat detectors, monitoring equipment	None	All aspects
Cable for television or Internet	Standards for location and appearance of cable and/or conduit	All other aspects
Television Antennas and satellite dishes	Standards for location and appearance of exterior-mounted devices	All other aspects

Note 1: The components listed in the first column are applicable only if they exist, and may not be construed to create a requirement to have such a component.

Note 2: If the Owner is responsible for a component of the Townhome Building that is shared with one or more other Townhomes in the Townhome Building, such as roof trusses and the foundation, the responsibility is shared by the Owners of all the Townhomes in the Townhome Building. If the Owners of the Townhomes in the Townhome Building cannot agree on an equitable division of the costs based on the circumstances, the division will be equal among the Townhomes although one Townhome may be more affected than the others. If the Owners of the Townhomes cannot agree on any aspect of maintenance that requires their joint participation, the matter will be decided by a 3-person ad hoc committee appointed by the Board.

Note 3: If an Owner fails or refuses to perform necessary maintenance, repair, or replacement, the Association may perform the work after giving required notices to the Owner.

Note 4: This Maintenance Responsibility Chart may be revised by the Association at any time and from time to time at the sole discretion of the Declarant or a majority vote of the Board. A revised Chart must be recorded in the Real Property Records of Collin County, Texas. Revisions to the Maintenance Chart must be provided to the Owners by

delivering a copy of the revised Chart to Owners by U.S. mail and if applicable, posted to the Association's website.

[End of Appendix C]

APPENDIX "D"

**TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
VILLAS OF MIDDLETON TOWNHOMES**

DESIGN GUIDELINES

PART ONE: LANDSCAPING, FENCES AND EXTERIOR ELEMENTS

SECTION 1.1 LANDSCAPING.

Upon completion of each dwelling unit, each dwelling must comply with the landscaping requirements of any applicable City of Plano ordinances and Association Rules. Notwithstanding compliance with the foregoing, the following landscape elements shall be installed prior to occupancy of the dwelling:

- 1.1.1 Sod: Each dwelling shall have full sod installed for the entire front and rear yard and a minimum of ten (10) feet back from the front wall face for each side yard, or to the side yard fence, whichever is greater.
- 1.1.2 Trees: A minimum of One (1) tree with a caliper of at least three inches (3") measured at a point six inches (6") above ground level and 10 to 12 feet in height at the time of planting shall be placed in the front yard of each lot. Each homeowner shall be responsible for preservation of trees located on their property and shall promptly notify the Association or its Managing Agent within five (5) days of loss occurrence. *The city may have a tree ordinance or tree preservation ordinance in place. Owner should check with the city before removing or replacing a tree.*
- 1.1.3 Shrubbery and Planting Beds: Each Dwelling shall have a minimum of eight (8) three (3) gallon shrubs and two (2) ten (10) gallon shrubs. A mulched planting bed; edging is preferred but, not mandatory. The homeowner shall be responsible for ensuring proper watering and care of the shrubs and planting bed and shall promptly report any dead shrubbery within five (5) days to the Association.

SECTION 1.2 FENCES: Fence height for wood fences shall six feet (6'). Fencing in the Villas of Middleton Townhomes may be optional depending upon the Lot size and the ability to install fencing upon a Lot. All fencing and the criteria for such fencing shall be at the sole discretion of the Declarant and the ACC. If the City of Plano Zoning Ordinances require fencing, said fencing shall follow the design guidelines. All fencing is subject to the design guidelines as outlined below.

1.2.1 Major thoroughfares and Corner Lots: Portions of a fence that face a major thoroughfare or street including corner lots will be considered major thoroughfare fencing and shall be spruce wood or better, Board-on-Board, with a cap, and stained with a Seal Rite Medium Brown. Steel posts with the smooth side of the fence always facing outward. See Exhibit Attachment 1.2.1.1 for more information. Fencing must be kept in good repair at all times. Broken or missing pickets or panels must be promptly repaired or replaced. All leaning or fallen panels must be up righted, repaired or replaced. No partial fencing allowed without the express written consent of the Architectural Reviewer. Fencing must be routinely stained and kept aesthetically pleasing at all times. All fencing shall be stained and preserved as follows:

Manufacturer: Seal Rite Medium Brown

(any other stain color must be approved in advance, in writing, by the ACC prior to use)

1.2.2 Standard Side and Rear Yard Fences — Interior Lots: For all interior lots which shall include any portion of a fence that is not visible from a major street or thoroughfare shall be spruce or better, with steel or wood posts, and top rail. Fencing may be four-inch (4") dog-ear or board-to-board pickets and all fences to have step ups and step downs to adjust for grade. See Exhibit Attachment 1.2.2.1. Fences shall be stained with the approved color from Section 1.2.1 above. Fencing must be kept in good repair at all times. Broken or missing pickets or panels must be promptly repaired or replaced. All leaning or fallen panels must be up righted, repaired or replaced. No partial fencing allowed without the express written consent of the Architectural Reviewer. Fencing must be routinely stained and kept aesthetically pleasing at all times.

SECTION 1.3 MAIL BOXES:

1.3.1 Mail boxes shall be cluster boxes of a type and style approved for use by the U.S. Postal Service. Exhibit 1.3.1 shows samples of types of cluster mailboxes which may be used. Final selection of cluster mailboxes and locations shall be at the sole discretion of the Declarant, the ACC, and the U.S. Postal Service.

SECTION 1.4 FLAGS AND FLAGPOLES: Use of Flags and flagpoles may be subject to Lot size.

- 1.4.1 The only flags which may be displayed are: (i) the flag of the United States of America; (ii) the flag of the State of Texas; and (iii) an official or replica flag of any branch of the United States armed forces and School Spirit flags. No other types of flags, pennants, banners, kits or similar types of displays are permitted on a Lot if the display is visible from a street or Common Properties.
- 1.4.2 The flag of the United States must be displayed in accordance with 4 U.S.C. Sections 5-10.
- 1.4.3 The flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code.
- 1.4.4 Any freestanding flagpole, or flagpole attached to a dwelling, shall be constructed of permanent, long-lasting materials. The materials used for the flagpole shall be harmonious with the dwelling and must have a silver finish with a gold or silver ball at the top. The flagpole must not exceed three (3) inches in diameter.
- 1.4.5 The display of a flag, or the location and construction of the supporting flagpole, shall comply with applicable zoning ordinances, easements, and setbacks of record.
- 1.4.6 A displayed flag, and the flagpole on which it is flown, shall be maintained in good condition at all times. Any flag that is deteriorated must be replaced or removed. Any flagpole that is structurally unsafe or deteriorated shall be repaired, replaced, or removed.
- 1.4.7 Only one flagpole will be allowed per Lot. A flagpole can either be securely attached to the face of the dwelling (no other structure) or may be a freestanding flagpole notwithstanding, allowance or placement of a freestanding flagpole may be limited or prohibited depending upon the size and topography of the yard in which the Owner seeks to install said flagpole. A flagpole attached to the dwelling may not exceed 4 feet in length. A freestanding flagpole may not exceed 20 feet in height. Any freestanding flagpole must be located in either the front yard or backyard of a Lot, and there must be a distance of at least 5 feet between the flagpole and the property line.
- 1.4.8 Any flag flown or displayed on a freestanding flagpole may be no smaller than 3'x5' and no larger than 4'x6'.
- 1.4.9 Any flag flown or displayed on a flagpole attached to the dwelling may be no larger than 3'x5'.

- 1.4.10 Any freestanding flagpole must be equipped to minimize halyard noise. The preferred method is through the use of an internal halyard system. Alternatively, swivel snap hooks must be covered or "Quiet Halyard" Flag snaps installed. Neighbor complaints of noisy halyards are a basis to have flagpole removed until Owner resolves the noise complaint.
- 1.4.11 The illumination of a flag is allowed so long as it does not create a disturbance to other residents in the community. Solar powered, pole mounted light fixtures are preferred as opposed to ground mounted light fixtures. Compliance with all municipal requirements for electrical ground mounted installations must be certified by Owner. Flag illumination may not shine into another dwelling. Neighbor complaints regarding flag illumination are a basis to prohibit further illumination until Owner resolves complaint.
- 1.4.12 Flagpoles shall not be installed in Common Properties or any property maintained by the Association.
- 1.4.13 All freestanding flagpole installations must receive prior written approval of ACC.

SECTION 1.5 RAIN BARRELS OR RAINWATER HARVESTING SYTEMS. Use of rain barrels may be limited based on the design and layout of the buildings / units.

- 1.5.1 Rain barrels or rain water harvesting systems and related system components (collectively, "Rain Barrels") may only be installed after receiving the written approval of the Reviewer.
- 1.5.2 Rain Barrels may not be installed upon or within Common Properties.
- 1.5.3 Under no circumstances shall Rain Barrels be installed or located in or on any area within a Lot that is in-between the front of the property owner's home and an adjoining or adjacent street.
- 1.5.4 The rain barrel must be of color that is consistent with the color scheme of the property owner's home and may not contain or display any language or other content that is not typically displayed on such Rain Barrels as manufactured.
- 1.5.5 Rain Barrels may be located in the side-yard or back-yard of an owner's Residential Parcel so long as these may not be seen from a street, another Lot or any Common Properties.
- 1.5.6 In the event the installation of Rain Barrels in the side-yard or back-yard of an owner's property in compliance with paragraph 1.5.5 above is impossible, the Reviewing Body may impose limitations or further requirements regarding the size, number and screening of Rain Barrels with the objective of screening the Rain Barrels from public view to the greatest extent possible. The owner must have sufficient area on their Lot to accommodate the Rain Barrels.

1.5.7 Rain Barrels must be properly maintained at all times or removed by the owner.

1.5.8 Rain Barrels must be enclosed or covered.

1.5.9 Rain Barrels which are not properly maintained become unsightly or could serve as a breeding pool for mosquitoes must be removed by the owner from the Lot.

SECTION 1.6 RELIGIOUS DISPLAYS.

1.6.1 An owner may display or affix on the entry to the owner's or resident's dwelling one or more religious items, the display of which is motivated by the owner's or resident's sincere religious belief.

1.6.2 If displaying or affixing of a religious item on the entry to the owner's or resident's dwelling violates any of the following covenants, The Association may remove the item displayed:

- (1) threatens the public health or safety;
- (2) violates a law;
- (3) contains language, graphics, or any display that is patently offensive to a passerby;
- (4) is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling;
- or
- (5) individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size of greater than 25 square inches

1.6.3 No owner or resident is authorized to use a material or color for an entry door or door frame of the owner's or resident's dwelling or make an alteration to the entry door or door frame that is not authorized by the Association, Declaration or otherwise expressly approved by the Architectural Control Committee.

PART TWO: DWELLING UNITS – Villas of Middleton Townhomes is subject to City of Plano Zoning Ordinances PD-495 and 9.1000 SF-A. If the restrictions in this Declaration or Design Guidelines conflict with the Zoning Ordinances of the City of Plano, the higher standard shall prevail.

SECTION 2.1 ROOFS.

- 2.1.1 **Roof Pitch:** Roof Pitch for homes shall have a minimum of 6-in-12 slopes. Roof Pitch for porches and patios may have a lesser pitch but, shall be subject to approval of the Declarant or ACC.
- 2.1.2 **Roofing Materials:** Roofing materials shall be asphalt shingles with a minimum 30-year rated shingle having a minimum weight of 220 pounds per square (100 square feet) and have a weatherwood or gray color. Other roofing materials or colors shall not be used without written approval from the Architectural Control Committee.
- 2.1.3 **Dormers & Above Roof Chimneys:** Dormers and Chimney Chases, above roof structure and roofing materials, may be finished with an approved exterior grade siding material. All Fireplace flues shall be enclosed and finished; exposed pre-fabricated metal flue piping is prohibited.
- 2.1.4 **Roof Pitch for primary room** shall conform to the Sections 2.1.1, 2.1.2 and 2.1.3 above. Exemptions allowing lower pitch pans in areas around windows, covered porches and patios or certain Townhome plans are allowed and will be reviewed for approval by the ACC on a case by case basis.

SECTION 2.2 CERTAIN ROOFING MATERIALS

- 2.2.1 **Roofing shingles covered by this Section** are exclusively those designed primarily to: (i) be wind and hail resistant; (ii) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (iii) provide solar generation capabilities (collectively, "Roofing Shingles").
- 2.2.2 **Roofing Shingles allowed under this Section 2.2 shall:**
- (1) resemble the shingles used or otherwise authorized for use in the Subdivision and/or Property;
 - (2) be more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use in the Subdivision and/or Property.
 - (3) match the aesthetics of the property surrounding the property of the owner requesting permission to install the Roofing Shingles.
- 2.2.3 **The owner requesting permission to install the Roofing Shingles** will be solely responsible for accrediting, certifying and demonstrating to the Reviewer that the proposed installation is in full compliance with paragraphs a and b above. Owners of Townhomes should not attempt replacement of Roofing Shingles without the express written consent of the ACC.

2.2.4 Roofing Shingles shall be installed after receiving the written approval of the Reviewer.

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

SECTION 2.3 SOLAR PANELS. Installation of Solar Panels in a Townhome may be more restrictive. If an Owner of a Townhome installs a Solar Panel and it results in damage to the Roof in any way, Owner shall be held liable for the repair and / or replacement of the roof in and around the affected area.

2.3.1 Solar energy devices, including any related equipment or system components (collectively, "Solar Panels") may only be installed after receiving the written approval of the Architectural Control Committee.

2.3.2 Solar Panels may not be installed upon or within Common Properties or any area which is maintained by the Association.

2.3.3 Solar Panels may only be installed on designated locations on the roof of a home, on any structure allowed under any Association dedicatory instrument, or within any fenced rear-yard or fenced-in patio of the owner's property, but only as allowed by the Reviewer. **Solar Panels may not be installed on the front elevation of the home.**

2.3.4 If located on the roof of a home, Solar Panels shall:

- (1) not extend higher than or beyond the roofline;
- (2) conform to the slope of the roof;
- (3) have a top edge that is parallel to the roofline; and
- (4) have a frame, support bracket, or wiring that is black or painted to match the color of the roof tiles or shingles of the roof. Piping must be painted to match the surface to which it is attached, i.e. the soffit and wall. Panels must blend with the color of the roof to the greatest extent possible.

2.3.5 If located in the fenced rear-yard or patio, Solar Panels shall not be taller than the fence line or visible from a Lot, Common Properties or street.

2.3.6 The Reviewer may deny a request for the installation of Solar Panels if it determines that the placement of the Solar Panels, as proposed by the property owner, will create an interference with the use and enjoyment of land of neighboring owners.

2.3.7 Owners are hereby placed on notice that the installation of Solar Panels may void or adversely affect roof warranties. Any installation of Solar Panels which voids material warranties is not permitted and will be cause for the Solar Panels to be removed by the owner.

2.3.8 Solar Panels must be properly maintained at all times or removed by the owner.

2.3.9 Solar Panels which become non-functioning or inoperable must be removed by the owner of the property.

SECTION 2.4 MINIMUM FLOOR AREA AND SETBACK RESTRICTIONS. Setback Restrictions, Lot size, minimum AC living space, Lot depth, as well as minimum front and side yard, and other restrictions may exist for the City of Plano. Builders must comply with all ordinances. In the event of a conflict, the higher standards shall prevail.

The total air-conditioned living area of the main residential structure of Detached Single-Family Homes constructed on each Lot, as measured to the outside of exterior walls but exclusive of open porches, garages, patios and detached accessory buildings, shall be in accordance with the City of Plano Zoning and Subdivision Plat or Regulations and other applicable laws. The setback requirements are subject to the building line setbacks as outlined in Building Line Setbacks for Villas of Middleton.

The total air-conditioned living area of the main residential structure of Attached Single Family Homes constructed on each Lot, as measured to the outside of exterior walls but exclusive of open porches, garages, patios and detached accessory buildings, shall be in accordance with the City of Plano Zoning and Subdivision Plat or Regulations and other applicable laws. The setback requirements are subject to the building line setbacks as outlined in Building Line Setbacks for Villas of Middleton.

SECTION 2.5 EXTERIOR WALLS

2.5.1 Exterior Wall Materials: Exterior walls shall be a minimum of seventy-five percent (75%) brick and exterior-grade siding materials which may be cementitious siding or hardy board or as approved by the Architectural Control Committee.

2.5.1.1 Front Walls: All front wall surfaces shall consist of a minimum of seventy-five percent (75%) masonry and twenty-five percent cementitious siding or hardy board or other materials as approved by the Architectural Control Committee. Siding may be used for hidden or concealed wall surfaces not directly visible from the lot front property line. Siding can be used in limited quantities for upper gable areas that would create a "brick-on-wood" condition. Approval of the use of this provision is at the sole discretion of the Reviewer and ordinances of the City of Plano.

2.5.1.2 Side and Rear Walls: Side and rear wall surfaces may be constructed using a mixture of brick and exterior-grade siding as required to comply with the minimum seventy five percent (75%) brick overall requirement. Refer to 2.4.1.1 for exceptions to this rule. The second-floor rear wall surfaces may

be exterior-grade siding materials. Refer to 2.4.1.1 for exceptions to this rule.

2.5.1.3 Chimneys: Chimney wall structures that are a direct extension of an exterior wall shall match the requirement of said wall.

2.5.1.4 Required masonry percentages shall be calculated excluding exterior wall areas built on top of a roof.

SECTION 2.6 WINDOWS

2.6.1 Windows shall be constructed of vinyl, divided light on all front windows, divided light on all windows backing siding collectors, parks or open spaces. Reflective glass is prohibited. Other windows may be used at the sole discretion and approval of the ACC but, shall be subject to any city ordinance.

SECTION 2.7 GARAGE

2.7.1 Garage Doors shall be constructed of metal or wood and shall be kept in good repair at all times. No garage shall be used as living or business quarters at any time. Garage doors should be kept closed when not in use.

SECTION 2.8 ADDRESS BLOCKS

2.8.1 All address blocks shall be cast stone.

SECTION 2.9 ELEVATION AND BRICK USAGE

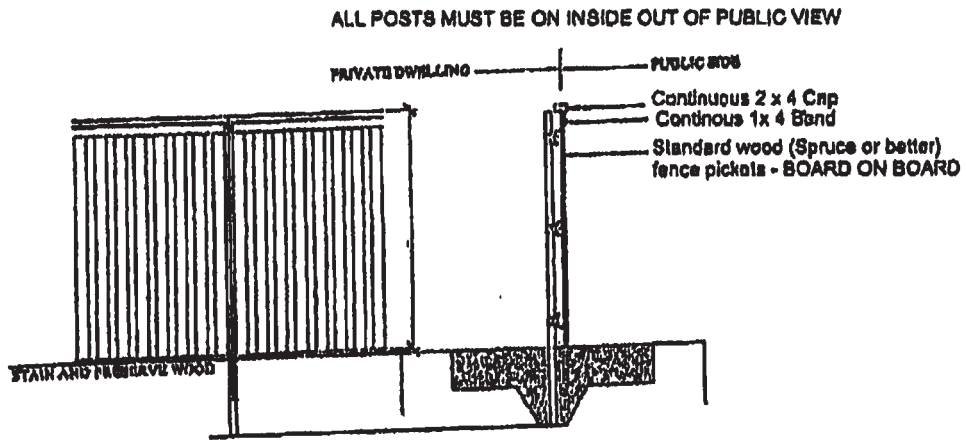
Subject to the city of Plano Zoning Ordinance(s) PD-495 and 91.000 SF-A, Single Family Attached District. City of Plano Zoning Ordinance shall prevail unless the Declaration or these Design Guidelines sets a higher or stricter standard.

Exhibit Attachment 1.2.1.1 Major Thoroughfare and Corner Lot Fencing Details

Exhibit Attachment 1.2.2.1 Standard Lot Side and Rear Fence Details

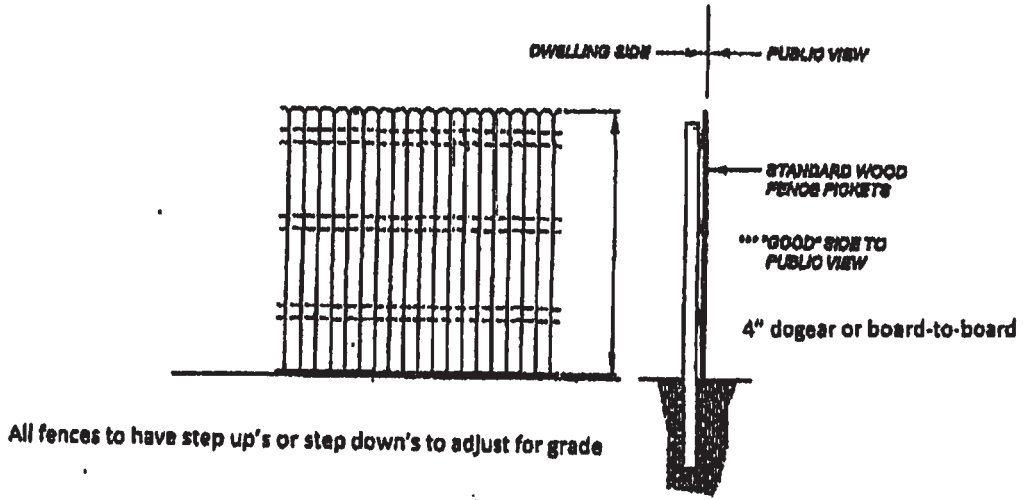
Exhibit Attachment 1.3.1 Sample Designs of Cluster Mailboxes

EXHIBIT ATTACHMENT 1.2.1.1



**Attachment 1.2.1.1
Major Thoroughfare and Corner Lot
Fence Details**

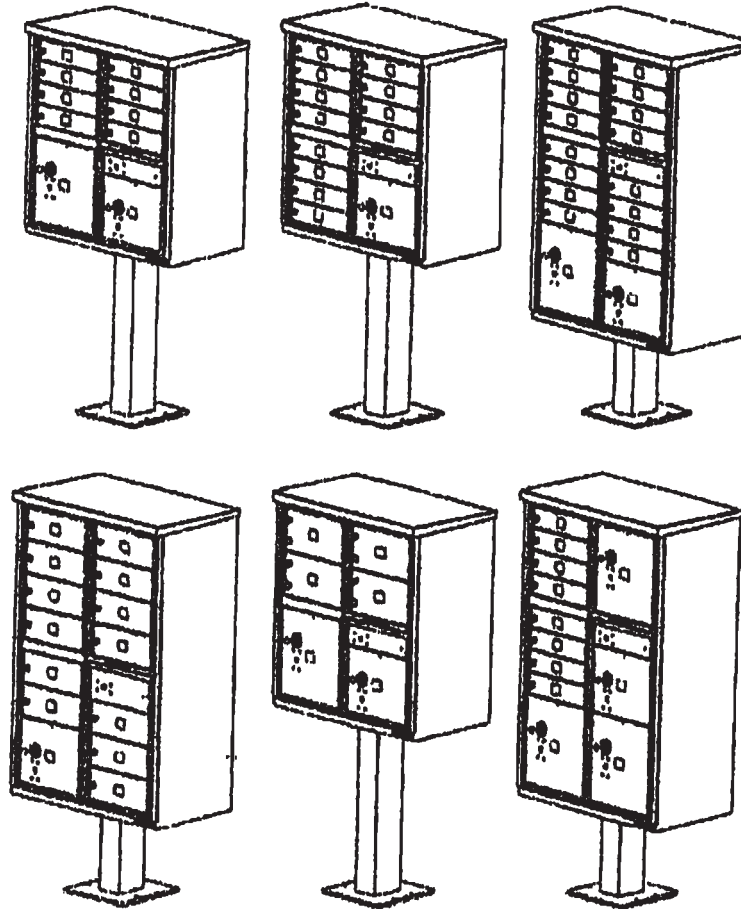
EXHIBIT ATTACHMENT 1.2.2.1



ATTACHMENT: 1.2.2.1
STANDARD LOT SIDE & REAR
FENCE DETAILS

EXHIBIT ATTACHMENT 1.3.1
INSTALLATION MANUAL

vital™ cluster box units
 All Types - 1570 "F" Series



THIS EXHIBIT IS FOR SAMPLE PURPOSES ONLY. DECLARANT OR BUILDER MAY INSTALL THIS OR A SIMILAR PRODUCT HOWEVER, REGARDLESS OF THE PRODUCT USED, THE PRIOR WRITTEN APPROVAL OF THE DECLARANT, ACC, AND THE U.S. POST OFFICE SHALL BE REQUIRED. LOCATION OF THE PADS AND CLUSTER BOXES MUST ALSO HAVE THE PRIOR WRITTEN APPROVAL OF THE DECLARANT, ACC, AND U.S. POST OFFICE.

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[End of Appendix "D"]



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