



MARY LOUISE GARCIA  
COUNTY CLERK, TARRANT COUNTY  
100 W. WEATHERFORD  
FORT WORTH, TX 76196-0401

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Wayne S. Hyatt  
Hyatt & Stubblefield, P.C.  
1200 Peachtree Center South Tower  
225 Peachtree Street, N.E.  
Atlanta, Georgia 30303

COMMUNITY CHARTER  
FOR  
VIRIDIAN RESIDENTIAL PROPERTIES

FILED  
TARRANT COUNTY TEXAS

2012 MAY -2 AM 10: 16

MARY LOUISE GARCIA  
COUNTY CLERK

BY \_\_\_\_\_

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COMMUNITY CHARTER  
FOR  
VIRIDIAN RESIDENTIAL PROPERTIES

PREAMBLE

*Viridian is a mixed use, master planned community located in the City of Arlington, Tarrant County, Texas, which consists or may consist of a variety of residential, commercial, and industrial uses ("Viridian"). HC LOBF Arlington, LLC, a Texas limited liability company, as the founder of Viridian (together with its successors and assigns, the "Founder"), has established and recorded this Community Charter for Viridian Residential Properties (the "Charter"), to provide a governance structure and a flexible system of standards and procedures for the development, expansion, administration, maintenance, and preservation of the residential areas within Viridian.*

*An integral part of the development plan is the formation of Viridian Residential Association, Inc., a Texas nonprofit corporation (the "Residential Association"), to own, operate, and/or maintain various common areas and community improvements and to administer and enforce this Charter and the other Governing Documents referenced in this Charter. This document does not, and is not intended to, create a condominium under Texas law.*

DECLARATION

The property described in Exhibit "A" and any additional property made subject to this Charter in the future by amendment or supplement, shall constitute the "Residential Community," as such term is used in this Charter. This Charter shall run with the title to such property, shall govern the development and use of such property, and shall be binding upon the Founder and the current and future owners of any portion of the property made subject to this Charter, their respective heirs, successors, successors-in-title, and assigns, and any other person or entity that now or hereafter has any legal, equitable, or beneficial interest in any portion of such property. This Charter shall also be binding upon the Residential Association, its successors and assigns.

## PART ONE: INTRODUCTION TO THE COMMUNITY

### ARTICLE 1 GOVERNING DOCUMENTS

*A community is guided and governed by certain principles that each owner and resident, by choosing to own property or reside in the community, agree to uphold. Those principles are set forth in the community's governing documents, which serve as a tie that binds the community together, give it structure, and provide guidance to all who participate in its growth and evolution.*

#### 1.1. Scope and Applicability.

The Residential Community has been established and is administered pursuant to various documents that have a legal and binding effect on all owners and occupants of property in the Residential Community, as well as on anyone else that may now or in the future have an interest in any portion of the property comprising the Residential Community. Such documents, referred to in this Charter as the "**Governing Documents**," include this Charter and the other documents described in Table 1.1, as they may be amended. All owners and occupants, as well as their tenants, guests, and invitees, are required to comply with the Governing Documents. All owners and occupants shall be held accountable and liable for the actions of their tenants, guests, and invitees.

#### 1.2. Conflicts and Ambiguities.

If there are conflicts between any of the Governing Documents and Texas law, Texas law shall control. If there are conflicts between or among any of the Governing Documents, then the Charter, the Certificate of Formation, and the By-Laws (in that order) shall control. If there is a conflict between the Governing Documents and any additional covenants (or the rules or policies adopted pursuant to any such additional covenants) recorded on any property within the Residential Community after the date such property is made subject to this Charter, the Governing Documents shall control.

The Governing Documents use diagrams, tables, and keynotes (text set apart in boxes with "key" icons) to emphasize or explain concepts and highlight certain key points. If there is a conflict between any diagram and the text of the Governing Documents, the text shall control.

If any court determines that any provision of this Charter is invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications of such provision in other instances.

#### 1.3. Definitions.

Capitalized terms used in the Governing Documents have the meaning described in the paragraph where they first appear in bold print. An index to defined terms may be found following the Table of Exhibits at the beginning of this document. All other terms used in the Governing Documents have their natural, commonly accepted definitions.

GOVERNING DOCUMENTS	
<b>Charter:</b> (recorded)	this Community Charter for Viridian Residential Properties, which creates obligations that are binding upon the Residential Association and all current and future owners of property in the Residential Community
<b>Supplement:</b> (recorded)	a recorded Supplement to this Charter, which may submit additional property to this Charter, create easements over the property described in the Supplement, impose additional obligations or restrictions on such property, designate special areas as described in Article 3, or any of the foregoing
<b>Certificate of Formation:</b> (filed with the Texas Secretary of State; copy attached as <u>Exhibit "D"</u> )	the Certificate of Formation of Viridian Residential Association, Inc., as it may be amended, which establishes the Residential Association as a nonprofit corporation under Texas law
<b>By-Laws:</b> (Board adopts; copy attached as <u>Exhibit "E"</u> )	the By-Laws of Viridian Residential Association, Inc. adopted by its Board of Directors, as they may be amended, which govern the Residential Association's internal affairs, such as voting, elections, meetings, etc.
<b>Architectural Guidelines:</b> (Founder adopts; initial set attached as <u>Exhibit "F"</u> )	the design guidelines and any supplemental architectural and aesthetics standards adopted pursuant to Article 5, as they may be amended, which govern new construction and modifications to Units, including structures, landscaping, and other items on Units
<b>Rules:</b> (initial set attached as <u>Exhibit "C"</u> )	the rules of the Residential Association adopted pursuant to Article 7, which regulate use of property, activities, and conduct within the Residential Community
<b>Board Resolutions:</b> (Board adopts)	the resolutions adopted by the Residential Association's board of directors establishing rules, policies, and procedures for internal governance and for operation and use of property which the Residential Association owns or controls

Table 1.3 - Governing Documents

#### 1.4. Interpretation of Certain References.

**Community-Wide Standard.** Where the Governing Documents require compliance with the "Community-Wide Standard," the standard to be applied is the highest of: (a) the standard of use, conduct, architecture, landscaping, or aesthetic matters generally prevailing in the Residential Community; or (b) the minimum standards described in this Charter, the Architectural Guidelines, the Rules, and Board resolutions. The Community-Wide Standard may contain objective elements, such as specific maintenance requirements, and subjective elements, such as matters subject to the discretion of the Board or the Reviewer (as defined in Article 5). The Community-Wide Standard may or may not be set out in writing. The Founder initially shall establish such standard; however, the Community-Wide Standard may evolve as development progresses and as the Residential Community matures.

*Consent or Approval.* All references in the Governing Documents to "consent" or "approval" shall refer to permission or approval which, unless otherwise expressly qualified in the specific provision, may be granted or withheld in the discretion of the Person whose consent or approval is required.

*Discretion and Determination.* All references in the Governing Documents to "discretion" or to the right to "determine" any matter shall refer to the sole and absolute power or right to decide or act. Unless otherwise expressly limited in the Governing Documents or by law, anyone authorized in the Governing Documents to exercise its discretion or make a determination may do so without regard to the reasonableness of, and without the necessity of justifying, the decision, determination, action, or inaction.

*Maintenance.* All references in this Charter to "maintenance" shall refer to maintenance, repair, and replacement.

*Person.* References in the Governing Documents to a "Person" or "Persons" shall refer to an individual or to a corporation, partnership, limited liability company, trust, or other legal entity.

*Notice.* All references in this Charter to "notice" shall refer to notice delivered in accordance with the provisions for notice set forth in the By-Laws.

*Recording.* All references in the Governing Documents to a "recorded" legal instrument, or to "recording" or the "recording" of a legal instrument, shall refer to an instrument filed in, or the filing of a legal instrument in, the Office of the County Clerk of Tarrant County, Texas or such other place designated as the official location for filing documents affecting title to real estate in Tarrant County in order to make them a matter of public record.

\* \* \*

## ARTICLE 2 COMMUNITY ADMINISTRATION

*Vibrant communities depend upon all of their stakeholders working together to uphold community standards and achieve the vision and goals for the community. The Founder, the Residential Association, the owners, the builders, and others have a role in the functioning of the Residential Community and in helping to fulfill that vision. This Article identifies these stakeholders and describes their roles in administering the Residential Community.*

### 2.1. The Founder.

The Founder has established the vision for Viridian and for the Residential Community and, through the Governing Documents, has set forth the founding principles that will continue to guide the Residential Community during present and future development and sale and thereafter. The Founder's proposed plan of development encompasses all of the property described in Exhibit "A" and all or a portion of the property described in Exhibit "B" (the "Master Plan"). However, the Founder is not obligated to submit property shown on the Master Plan to this Charter. In addition, the Founder may submit property to this Charter that is not shown on the Master Plan.

The Founder has reserved various rights in the Governing Documents with respect to development and administration of the Residential Community. The Founder may exercise certain of these rights through-

out the "Development and Sale Period," which is the period of time during which the Founder, any "Founder Affiliate," or any "Builder" (defined in Section 2.4) owns real property in the Residential Community or has an unexpired option to expand the Residential Community pursuant to Article 17. A "Founder Affiliate" is any Person that controls, is controlled by, or is under common control with the Founder, and any Person that is an owner, a member, a partner, or a shareholder of the Founder.

The Founder has reserved other rights that may be exercised only during the "Founder Control Period," which is the period of time that the Founder is entitled to appoint a majority of the members of the Residential Association's board of directors ("Board"). The Founder Control Period begins on the date this Charter is recorded and terminates upon the first of the following to occur:


(a) when 75% of the total number of Units permitted by applicable zoning for the property described in the Master Plan have certificates of occupancy issued thereon and have been conveyed to persons other than Builders holding title for purposes of construction and resale;

(b) December 31, 2050; or

(c) when, in its discretion, the Founder so determines and declares in a recorded instrument.

The Founder has certain approval rights for a limited period as provided in the By-Laws after the termination of the Founder Control Period.

The Founder may assign its status and rights as the Founder under the Governing Documents to any person who takes title to any portion of the property described in Exhibit "A" or "B" for the purpose of development and/or sale. Such assignment shall be made only in a recorded instrument signed by both parties.

 *The Founder retains various rights to facilitate the development and sale of the Residential Community, including the right to appoint a majority of the members of the Residential Association's board of directors during the "Founder Control Period."*

## 2.2. The Residential Association and its Board.

The Founder has established the Residential Association as the primary entity responsible for administering the Residential Community in accordance with the Governing Documents. On most matters, the Residential Association acts through the Board. However, in some instances the Governing Documents or applicable law limit the Board's ability to act without the approval of the Residential Association's members. Unless the Governing Documents or Texas law specifically provide otherwise, the Board may exercise the Residential Association's rights and powers without a vote of the membership.

The Residential Association may exercise all rights and powers which the Governing Documents and Texas law expressly grant to it, as well as any rights and powers that may reasonably be implied under the Governing Documents. It may also take any action reasonably necessary to effectuate any such right or privilege. However, the Board has no legal duty to institute litigation or any other proceeding on behalf of or in the name of the Residential Association or its members.

In exercising the Residential Association's rights and powers, making decisions on the Residential Association's behalf (including, without limitation, deciding whether to file a lawsuit or take other legal action

under any circumstances), and conducting the Residential Association's affairs, Board members and the Residential Association's officers are required to comply with, and shall be judged by, the standards set forth in the By-Laws.

### **2.3. The Owners.**

Each Person that holds record title to a "Unit" (as defined in Section 3.1) is referred to in the Governing Documents as an "Owner." However, a Person who holds title merely as security for the performance of an obligation (such as a lender holding a deed of trust, mortgage, or similar security instrument) is not considered an "Owner." If a Unit is sold under a recorded contract of sale, and the contract specifically so states, the purchaser (rather than the holder of fee simple title) will be considered the Owner. If a Unit has more than one Owner, all co-Owners are jointly and severally obligated to perform the responsibilities of the Owner under the Governing Documents.

Every Owner has a responsibility to comply with the Governing Documents and uphold the Residential Community standards described in Part Two of this Charter. Each Owner also has an opportunity to participate in the administration of the Residential Community through membership in the Residential Association and through service to the Residential Community in various committee and leadership roles, as described in Articles 3 and 4 and in the By-Laws.

### **2.4. Builders.**

Much of the responsibility and credit for helping to create the Residential Community rests with the "Builders" - those Persons who purchase one or more unimproved Units or parcels of land within the Residential Community for further subdivision or development and resale in the ordinary course of their business. The Builders have the same privileges and responsibilities as Owners during the time that they own Units for construction and resale, including the privileges of membership in the Residential Association. In addition, the Founder may extend any of the rights it has reserved under the Governing Documents with respect to development, marketing, and sale of property in the Residential Community to such Builders as it may designate.

### **2.5. Neighborhood Associations.**

Portions of the Residential Community may be developed under a condominium form of ownership or may have special requirements that lead the responsible Builder or the Founder to establish a separate condominium or homeowners association to administer additional covenants applicable to that particular area (a "Neighborhood Association"). However, nothing in this Charter requires the creation of a Neighborhood Association. If created, the Owners of Units within the jurisdiction of a Neighborhood Association shall be members of both the Neighborhood Association and the Residential Association.

A Neighborhood Association shall be responsible for administering the additional covenants applicable to the property within its jurisdiction and for maintaining, in accordance with the Community-Wide Standard, any property it owns or which is designated pursuant to such additional covenants as being for the common benefit of its members. However, the Neighborhood Association may contract with others, including the Residential Association, to perform various services on its behalf.

### **2.6. Mortgagees.**

If a Unit is made subject to a recorded deed of trust or other form of security instrument affecting title to a Unit (a "Mortgage"), then the holder or beneficiary of that Mortgage (a "Mortgagee") also has an inter-

est in the administration of the Residential Community. The Governing Documents contain various provisions for the protection of Mortgagees, including those set forth in Article 16.

### **2.7. Commercial Association.**

The Founder may establish a separate property owners association to administer covenants and restrictions applicable to properties intended for commercial, institutional, multi-family rental, and/or industrial uses within Viridian (the "**Commercial Association**"). If created, the Founder intends for the Residential Association and the Commercial Association to cooperate in the administration of the property within their respective jurisdictions and in the enforcement of their respective governing documents in order to establish and maintain consistent standards of operation, maintenance, architecture and use throughout Viridian. This may include, without limitation, entering into agreements for common management or maintenance.

### **2.8. Joint Committee.**

The Founder has or may establish an entity referred to as the Viridian Joint Committee (the "**Joint Committee**") to coordinate governance and activities between the Residential Association and the Commercial Association, which shall constitute the members of the Joint Committee. The Residential Association shall represent the Owners within the Residential Community on the Joint Committee; however, the Owners shall not be members of the Joint Committee.

The Joint Committee is authorized to allocate its reasonable overhead and expenses between the Residential Association and the Commercial Association in such manner as the Joint Committee's board of directors may determine appropriate in accordance with the Joint Committee's by-laws. The Residential Association shall include an estimate of charges to be billed by the Joint Committee to the Residential Association as a line item in the Residential Association's annual operating budget to be allocated among all Units as a Common Expense (as defined in Section 12.1).

### **2.9. Municipal Management District.**

Viridian is located within the Viridian Municipal Management District (the "**VMMD**"), a special taxing district created pursuant to Chapter 375 of the Tex. Local Gov't Code, to own, operate, maintain, repair, and finance the construction of certain infrastructure improvements within Viridian. The VMMD, pursuant to the Public Improvement District Assessment Act, Chapter 372, Tex. Local Gov't Code, has established a public improvement district, known as the Viridian Municipal Management Public Improvement District (the "**PID**").

The VMMD may impose and levy ad valorem taxes or assessments, or both, on all or portions of the property within Viridian. Such taxes and assessments are in addition to assessments and fees levied by the Residential Association pursuant to this Charter, by the City of Arlington, or by Tarrant County and any other taxes and assessments authorized by law. The VMMD may also issue general obligation or revenue bonds to finance its operations.

The VMMD has or will levy assessments on portions of the property within Viridian in connection with constructing certain PID improvements. Each Owner accepts that PID assessments will be levied and continue on assessed parcels within the PID and may be enforced by the VMMD in the same manner as an ad valorem property tax levied against real property may be enforced by the VMMD. Each Owner waives: (1) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the PID; (2) any and all notices and time period provided by the Public Improvement District Assessment Act, includ-



ing, but not limited to, notice of the establishment of the PID and notice of public hearings regarding the levy of assessments by the Board of Directors of the VMMD concerning the assessments; and (3) any and all defects, irregularities, illegalities or deficiencies in the adoption of the assessment ordinance or the service and assessment plan for the PID by the Board of Directors of VMMD or the finding of a "special benefit" pursuant to the Public Improvement District Assessment Act. The VMMD is intended as a third-party beneficiary of this Section 2.9 and shall have the authority to enforce the Owners' obligations and waivers pursuant to this Section 2.9.

Prior to transfer of title to a Unit, the Owner shall provide the statutory notification which Texas Property Code Section 5.014 requires a seller of residential property located in a public improvement district established under Chapter 372, Local Government Code, to provide to the purchaser of such residential property, and such notification is hereby incorporated into this Section 2.9. Each Builder shall attach to each contract entered into by such Builder with a buyer of a home constructed or to be constructed by such Builder in Viridian notices concerning the establishment of the PID, the assessments levied for the parcel that is the subject of the residential homebuyer's contract, and other pertinent information concerning the PID and its applicability to the homebuyer, all as requested by the Founder. In addition, each Builder shall display signage in its model homes, if any, concerning the existence of the PID and shall undertake other education programs to educate prospective homebuyers as required by the Founder in connection with its sales and marketing program established for Viridian.

Although the VMMD and the PID may own real property and/or improvements subject to this Charter, and shall be obligated to comply with this Charter and as to any such property, neither the VMMD nor the PID shall be members of the Residential Association nor shall they have any voting rights in or obligation to pay assessments to the Residential Association, except to the extent that the property they own constitutes a Unit as defined in Section 3.1.

At any time, and from time to time, the Founder or the Residential Association may transfer ownership and/or maintenance responsibility for properties within the Residential Community to the VMMD and vice versa. As a result of any such transfer, the scope of the Residential Association's maintenance responsibilities under this Charter may be reduced or expanded.

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## ARTICLE 3 COMMUNITY STRUCTURE AND ORGANIZATION

*The Residential Community consists of homes and home sites intended for the exclusive use of the Owners and occupants, as well as property that is intended for common use. Units may be assigned to "Neighborhoods" to facilitate voting on Residential Association matters. Units may be assigned to Service Areas to enable the Residential Association to provide special services and benefits to particular areas of the Residential Community.*

### 3.1. Designations of Properties Comprising the Residential Community.

*Units.* The Governing Documents refer to the homes and home sites in the Residential Community as "Units." A "Unit" is a portion of the Residential Community depicted as a separately identified lot or parcel of land or airspace in a recorded subdivision plat, survey, or condominium instrument, which portion may be independently owned and conveyed and is zoned or otherwise intended for development, use,

and occupancy as a residence for a single family or household. However, any property conveyed to the Residential Association as "Common Area" (as described below) shall not be considered a "Unit," even though such property may be identified as a separate lot on a recorded subdivision plat and originally intended for construction of a dwelling. Likewise, the common property of any Neighborhood Association and property dedicated to the public, the VMMD, or the PID, shall not be considered a "Unit." The term "Unit" refers to the land, if any, which is part of the Unit, as well as to any structures or other improvements on such land. In the case of a building comprising a condominium or other structure containing multiple dwellings, each dwelling shall be considered a separate Unit. A parcel of land intended for development as one or more Units shall be treated as a single Unit until a subdivision plat, survey, or condominium instrument is recorded dividing it into more than one Unit. The subdivision and combination of Units is subject to the provisions of Section 7.1(d).

*Common Area.* Any property and facilities that the Residential Association owns or in which it otherwise holds possessory or use rights for the common use or benefit of more than one Unit is referred to as "Common Area." The Common Area also includes any property that the Residential Association holds under a lease and any easements in favor of the Residential Association. The Founder and others may establish and convey Common Area to the Residential Association as provided in Section 9.1.

*Limited Common Area.* Certain portions of the Common Area may be designated as "Limited Common Area" and assigned for the exclusive use or primary benefit of two or more Units in specified portions of the Residential Community. Limited Common Areas might include such things as entry features, private streets, alleys, and recreational facilities, among other things, that benefit only a portion of the Residential Community.

The Founder may designate property as Limited Common Area and assign it to particular Units on the recorded plat depicting such property, in the deed conveying such property to the Residential Association, or in the Supplement by which the property is submitted to the terms of this Charter. At any time during the Development and Sale Period, the Founder may assign use of the same Limited Common Area to additional Units.

*Area of Common Responsibility.* All of the properties and facilities for which the Residential Association has responsibility under the Governing Documents, or for which the Residential Association otherwise agrees to assume responsibility, are collectively referred to in the Governing Documents as the "Area of Common Responsibility," regardless of who owns them. The Area of Common Responsibility includes all of the Common Area and may also include Units or portions of Units, property owned by any Neighborhood Association and property dedicated to the public, such as public rights-of-way and public parks. The initial Area of Common Responsibility is described in Article 9.

*Other Properties.* In addition to the above, the Residential Community may include property dedicated to the public and property owned or controlled by the VMMD, PID, another governmental or quasi-governmental entity, or by another owners association for the common use and enjoyment of its members (collectively, "Other Properties"). Any Other Properties shall be subject to the provisions of this Charter, including, without limitation, the provisions of Part Two of this Charter relating to Community Standards, the easements set forth in Article 13, and the rights of the Founder described in Article 18, except to the extent that applicability of such provisions is specifically limited to Units; however, Other Properties shall not be subject to assessment by the Residential Association for Common Expenses and the owners of Other Properties shall have no membership or voting rights in the Residential Association by virtue of ownership

of such Other Properties, unless such property would fall within the definition of a "Unit" under this Section 3.1 if owned by any other Person.

### 3.2. Neighborhoods.

Units will be grouped into "Neighborhoods" to facilitate a system of representative voting on matters as to which the Governing Documents require approval of the Residential Association's membership. A Neighborhood may be comprised of any number of Units and may include Units of more than one housing type, as well as Units that are not contiguous to one another. Each Neighborhood will elect one "Voting Delegate" to cast the votes allocated to Units in that Neighborhood on matters requiring a vote of the Owners, as described in Article 4.

The Founder will assign Units to a specific Neighborhood (by name or other identifying designation) in a Supplement. During the Development and Sale Period, the Founder may unilaterally record a Supplement, or an amendment to this Charter or any previously recorded Supplement, to designate or change Neighborhood boundaries. Thereafter, the Board may amend this Charter or any Supplement to redesignate Neighborhood boundaries; however, the Board may not combine two or more existing Neighborhoods without the consent of the Owners of a majority of the Units in the affected Neighborhoods.

### 3.3. Service Areas.

Units may also be part of one or more "Service Areas" in which the Units share Limited Common Areas or receive special benefits or services from the Residential Association that it does not provide to all Units within the Residential Community. A Unit may be assigned to more than one Service Area, depending on the number and types of special benefits or services it receives. A Service Area may be comprised of Units of more than one housing type and may include Units that are not contiguous.

The Founder may initially designate Service Areas (by name or other identifying designation) and assign Units to a particular Service Area either in Exhibit "A" or in a Supplement. During the Development and Sale Period, the Founder may unilaterally amend this Charter or any Supplement to designate or change Service Area boundaries.

In addition, the Board may, by resolution, designate Service Areas and assign Units to them upon petition of Owners of at least 67% of the Units affected by the proposed designation pursuant to Section 10.2.

The Owners of Units within each Service Area may elect a "Service Area Committee" in accordance with the By-Laws to represent and act on behalf of the Owners with respect to the services and benefits that the Residential Association provides to the Service Area. References to Service Areas in the Governing Documents shall also refer to such Service Area Committees, if appropriate from the context.

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## ARTICLE 4 RESIDENTIAL ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

*The Residential Association is an entity through which each Owner can participate in the governance and administration of the Residential Community. While many powers and responsibilities are vested in the Board in order to facilitate day-to-day management and operation, the membership and voting rights vested in*

the Owners allow the Owners to participate in administration of the Residential Community and influence the outcome of major decisions.

#### 4.1. Membership.

The Residential Association initially has two classes of membership: the Owner Membership, which is comprised of all Owners, including Builders, and the Founder Membership, which consists solely of the Founder.

(a) *Owner Membership.* Every Owner is automatically a "Member" of the Residential Association. However, there shall be only one membership per Unit. Thus, if a Unit has more than one Owner, all co-Owners of the Unit shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth below and in the By-Laws. If an Owner is a corporation, a partnership, or other legal entity, its membership rights may be exercised by any officer, director, partner, or trustee, or by an individual the Owner designates from time to time in a writing to the Residential Association's Secretary, except that only the individuals residing in the Unit shall be entitled to use any Common Area recreational facilities available for use by Owners.

(b) *Founder Membership.* The Founder holds the sole Founder membership. The Founder membership shall terminate two years after expiration of the Founder Control Period, or on such earlier date as the Founder determines and declares in a recorded instrument.

In any Supplement submitting additional property to the terms of this Charter, the Founder may establish additional classes of membership comprised of the owners of Units within any portion of the additional property described in such Supplement. The Founder shall specify in any such Supplement the rights, privileges, and obligations of the members of any class of membership created by that Supplement.

#### 4.2. Voting.

Each Unit is assigned one equal vote, subject to the limitations on voting set forth in this Charter and the other Governing Documents. No vote shall be exercised for any property exempt from assessment under Section 12.8.

Due to the number of Units that may be developed in the Residential Community, the Governing Documents provide for a representative system of voting. The Owners of Units in each Neighborhood elect a "Voting Delegate" and an alternate Voting Delegate, in the manner provided in the By-Laws, to cast the votes of all Units in the Neighborhood, other than Units owned by the Founder, on matters requiring a vote of the membership, except where the Governing Documents specifically require a vote of the Owners. However, until such time as the Board first calls for election of a Voting Delegate for a particular Neighborhood, each Owner of a Unit in such Neighborhood shall be considered a "Voting Delegate" and may personally cast the vote allocated to such Owner's Unit on any issue requiring a vote of the Voting Delegates under the Governing Documents. The Founder shall be considered the Voting Delegate for, and may personally cast the vote(s) allocated to, Units which it owns.

It is the duty of a Voting Delegate, or in his or her absence, the alternate Voting Delegate, to attend Residential Association meetings and cast the votes allocated to the Units that he or she represents on any matters as to which such Voting Delegate is entitled to vote under the Governing Documents. A Voting Delegate may, but is not required to, conduct a poll of the Owners of Units in the Neighborhood which he or she represents prior to voting. If such a poll is conducted, the Voting Delegate shall cast the votes in

accordance with the result of the poll. Any votes not accounted for in the poll may be cast in the Voting Delegate's discretion. The Voting Delegate shall not be entitled to fractionalize any single vote.

Voting Delegates are subordinate to the Board, and their responsibility and authority as Voting Delegates does not extend to policymaking, supervising, or otherwise being involved in Residential Association governance beyond voting on matters put to a vote of the membership.

In any situation in which an Owner is entitled personally to exercise the vote for his or her Unit, if there is more than one Owner of a Unit, the vote for such Unit shall be exercised as the co-Owners holding a majority of the ownership interest in the Unit determine among themselves. Any co-Owner may cast the vote for the Unit and majority agreement shall be conclusively presumed unless another co-Owner of the Unit protests promptly to the President or other person presiding over the meeting or the balloting, in the case of a vote taken outside of a meeting. In the absence of majority agreement, the Unit's vote shall be suspended if two or more co-Owners seek to exercise it independently.

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## PART TWO: COMMUNITY STANDARDS

### ARTICLE 5

#### ARCHITECTURE, LANDSCAPING, AND AESTHETIC STANDARDS

*The Residential Community derives its unique character from a mix of compatible architectural styles and from the cooperation of all Builders and Owners in upholding minimum design, landscaping, and aesthetic standards. This Article explains how those standards are established and how they are applied and maintained through a process requiring prior approval for construction on and exterior modifications to improvements on Units.*

##### 5.1. General.

All site work, landscaping, structures, improvements, modifications, and items placed on a Unit or on Other Properties in a manner or location visible from outside of any existing structures on the Unit or Other Properties ("**Improvements**") are subject to standards for design, development, landscaping, and aesthetics adopted pursuant to this Article ("**Architectural Guidelines**") and the approval procedures set forth in this Article, except to the extent that Tex. Prop. Code Chapter 202, this Article, or the Architectural Guidelines may otherwise specify.

No prior approval is necessary to repaint the exterior of existing structures using the most recently approved color scheme or to rebuild or restore any damaged structures in a manner consistent with the plans and specifications most recently approved for such structures. Generally, no approval is required for work done to the interior of a structure; however, modifications to the interior of screened porches, patios, and any other portions of a structure visible from outside of the structure do require prior approval.

Any dwelling constructed on a Unit shall be designed by and built in accordance with the plans and specifications of a licensed architect unless the Founder or its designee in its sole discretion otherwise approves.

Approval under this Article is not a substitute for any approvals or reviews required by the City of Arlington, or any other municipality or governmental agency or entity having jurisdiction over architectural or construction matters.

This Article shall not apply to the Founder's design and construction activities or to the Residential Association's activities during the Founder Control Period.

## 5.2. Design Review Authority.

(a) *Founder.* The Founder shall have exclusive authority to review and act upon all applications for review of proposed Improvements until the later of (i) the expiration of the Development and Sale Period, or (ii) such time as all Units planned for the property described in Exhibits "A" and "B" have been improved with dwellings that are substantially complete and occupied or ready for occupancy. The Founder may designate one or more persons to act on its behalf in reviewing any application. The Founder may also establish a committee comprised of such persons as the Founder deems appropriate (which may but need not include Builders, architects, engineers, or other professionals), to review applications and make recommendations to the Founder of approval or disapproval during the period of time that the Founder holds reviewing authority under this Article. In reviewing and acting upon any request for approval, the Founder and its designee act solely in the Founder's interest and owe no duty to any other Person.

From time to time, the Founder may delegate any or all of its rights under this Article to other Persons or committees, including the committee appointed pursuant to Section 5.2(b). Any such delegation shall be in writing, shall specify the scope of responsibilities delegated, and shall be subject to (i) the Founder's right to revoke such delegation at any time and reassume its prior control, and (ii) the Founder's right to veto any decision which it determines, in its discretion, to be inappropriate or inadvisable. So long as the Founder has any rights under this Article, the jurisdiction of others shall be limited to such matters as the Founder specifically delegates.

(b) *Architectural Review Committee.* Upon the Founder's delegation of authority pursuant to Section 5.2(a), or upon expiration or termination of the Founder's rights under this Article, the Board shall appoint an Architectural Review Committee ("Architectural Review Committee" or "ARC") to assume jurisdiction over matters within the scope of the delegated authority or this Article, respectively. The ARC shall consist of at least three, but not more than five, persons who shall serve and may be removed and replaced in the Board's discretion. ARC members need not be Owners or representatives of Owners. The ARC may, but need not, include architects, engineers, or similar professionals. The Residential Association may compensate ARC members in such manner and amount, if any, as the Board may determine appropriate.

Until expiration of the Founder's rights under this Article, the ARC shall notify the Founder in writing within seven business days of any action (i.e., approval, partial approval, or disapproval) it takes under this Article. A copy of the application and any additional information the Founder may require shall accompany the notice. The Founder shall have 10 business days after receipt of such notice to veto any such action, in its discretion, by written notice to the ARC.

Unless and until such time as the Founder delegates all or a portion of its reserved rights to the ARC or the Founder's rights under this Article terminate, the Residential Association shall have no jurisdiction over architectural matters.

(c) *Reviewer.* For purposes of this Article, the entity having jurisdiction in a particular case shall be referred to as the "Reviewer."

(d) *Fees; Assistance.* The Reviewer may establish and charge reasonable fees for its review of applications and may require that such fees be paid in advance. Such fees may also include reasonable costs incurred in having professionals review any application and conduct a final inspection for compliance with approved plans. The Board may include the compensation of such persons in the Residential Association's annual operating budget.

(e) *Construction Deposit.* As a condition of approval of any application hereunder, the Reviewer may require the applicant to post a construction deposit. The Residential Association shall be entitled to draw upon the construction deposit to cover costs which it incurs in cleaning up dirt or debris and repairing damage to any subdivision improvements or Common Areas which the Board determines, after notice to the applicant and an opportunity for a hearing in accordance with the By-Laws, is attributable to the construction activities of the applicant or its contractors, subcontractors, suppliers, or others providing goods or services in conjunction with the construction activities on the applicant's property. The applicant shall provide funds to restore the construction deposit to its original amount within 10 days after written request from the Residential Association notifying the applicant of the amount of any disbursement from the applicant's construction deposit. Upon completion of all work in accordance with the approved plans, the applicant shall be entitled to a refund of the applicant's construction deposit (or if any portion has been applied to cover the Residential Association's costs pursuant to this section and not restored, then the balance remaining, if any).

### 5.3. Guidelines and Procedures.

(a) *Architectural Guidelines.* The initial Architectural Guidelines are attached as Exhibit "F," but are subject to amendment as provided in this section. The Architectural Guidelines may contain general provisions applicable to the entire Residential Community as well as specific provisions that vary among uses or locations within the Residential Community. The Architectural Guidelines are intended to provide guidance to Owners and contractors regarding matters of particular concern to the Reviewer. The Architectural Guidelines are not the exclusive basis for the Reviewer's decisions, and compliance with the Architectural Guidelines does not guarantee approval.

The Founder shall have sole and full authority to amend the Architectural Guidelines for so long as it has review authority under Section 5.2(a). The Founder's right to amend the Architectural Guidelines shall continue even if it delegates reviewing authority to the ARC, unless the Founder also delegates the power to amend to the ARC. Upon termination or delegation of the Founder's right to amend, the ARC may amend the Architectural Guidelines with the Board's consent. No amendment shall be inconsistent with the provisions of Tex. Prop. Code Chapter 202, as it may be amended.

Amendments to the Architectural Guidelines shall apply prospectively only. They shall not require modifications to or removal of any structures previously approved once the approved construction or modification has begun. However, any new work on such structures must comply with the Architectural Guidelines as amended. There shall be no limitation on the scope of amendments to the Architectural Guidelines, and such amendments may eliminate requirements previously imposed or otherwise make the Archi-

tectural Guidelines less restrictive. Any amendment to the Architectural Guidelines shall be effective upon recording.

The Reviewer shall make the Architectural Guidelines, as they may be amended, available to Owners and their contractors upon request.

(b) *Procedures.* Unless the Architectural Guidelines provide otherwise, no activities within the scope of this Article (as described in Section 5.1) may begin on any portion of the Residential Community until a written application is submitted to and approved by the Reviewer. The application must be accompanied by plans and specifications and such other information as the Reviewer or the Architectural Guidelines require.

In reviewing each application, the Reviewer may consider any factors it deems relevant, including, without limitation, harmony of the proposed external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner and other applicant acknowledges that such determinations are purely subjective and that opinions may vary as to the desirability and/or attractiveness of particular improvements.

Subject to the provisions of Tex. Prop. Code Chapter 202, as it may be amended, the Reviewer shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment, and such determinations shall not be subject to the procedures in Article 19 or judicial review so long as they are made in good faith and in accordance with required procedures and Tex. Prop. Code Chapter 202.

The Reviewer shall make a determination on each application after receipt of a completed application with all required information. The Reviewer may permit or require that an application be submitted or considered in stages, in which case a final decision shall not be required until after the final, required submission. The Reviewer may: (i) approve the application with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application.

The Reviewer shall notify the applicant in writing of the final determination on any application no later than 30 business days after its receipt of a completed application and all required submissions; however, with respect to any ARC determination subject to the Founder's veto right under Section 5.2(b), the Reviewer shall notify the applicant of the final determination within 40 business days after its receipt of the final determination and all required submissions. Notice shall be deemed given at the time the envelope containing the response is deposited in the U.S. mail. Hand delivery, facsimile, electronic mail, or similar delivery of such written notice also shall be sufficient and shall be deemed given at the time of confirmed delivery to the applicant.

If the Reviewer fails to respond in a timely manner, the applicant may notify the Reviewer in writing by certified mail, return receipt requested, demanding a response and, if the Reviewer fails to respond within 14 days after receipt of such demand, approval shall be deemed given, but only to the extent that the application is in conformance with the Architectural Guidelines. No approval, whether expressly granted or deemed granted, shall be inconsistent with the Architectural Guidelines unless a written variance has been granted pursuant to Section 5.5.

As part of any approval, the Reviewer may require that construction commence within a specified time period. If construction does not commence within the required period, the approval shall expire, and the Owner must reapply for approval before commencing any activities. Once construction is commenced, it



shall be diligently pursued to completion. All work shall be completed within one year of commencement unless otherwise specified in the notice of approval or unless the Reviewer, in its discretion, grants an extension in writing.

Upon completion of all work for which approval has been granted, the applicant shall notify the Reviewer in writing that construction is complete. The Reviewer may conduct an inspection within 30 days thereafter and notify the applicant in writing as to any deviations or deficiencies noted from the approved plans. If deviations or deficiencies are noted, the applicant shall promptly take such action as the Reviewer has specified in such notice to conform the work to the approved plans.

The Reviewer may exempt certain activities from the application and approval requirements of this Article if such activities are undertaken in compliance with the Architectural Guidelines and the Community-Wide Standard.

#### **5.4. No Waiver of Future Approvals.**

The people reviewing applications under this Article will change from time to time, and opinions on aesthetic matters, as well as interpretation and application of the Architectural Guidelines, may vary accordingly. It may not always be possible to identify objectionable features until work is completed. However, the Reviewer may refuse to approve similar proposals in the future. Approval of applications or plans shall not constitute a waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

#### **5.5. Variances.**

The Reviewer may authorize variances from compliance with any of the Architectural Guidelines and any procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. However, no variance shall: (a) be effective unless in writing; (b) be contrary to this Charter; or (c) prevent the Reviewer from denying a variance in other circumstances. Any variance requires the Founder's written consent during the Development and Sale Period and, thereafter, requires the Board's written consent.

#### **5.6. Limitation of Liability.**

This Article establishes standards and procedures as a mechanism for maintaining and enhancing the overall aesthetics of the Residential Community; they shall not create any duty to any Person. Review and approval of any application pursuant to this Article may be based purely on aesthetic considerations. The Reviewer is not responsible for the structural integrity or soundness of approved construction or modifications, for compliance with building codes and other governmental requirements, or for ensuring that all dwellings are of comparable quality, value, size, or design, or are aesthetically pleasing or otherwise acceptable to other Owners.

The Founder, the Residential Association, its officers, the Board, any committee, and members of any of the foregoing shall not be liable for: (a) soil conditions, drainage, or other general site work; (b) any defects in plans revised or approved hereunder; (c) any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents, whether or not the Founder has approved or featured such contractor as a Builder; or (d) any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction or modifications to any Unit. In all matters arising under this Article, the Residential Association shall defend and indemnify the Board, the ARC, and the members of each, as provided in the By-Laws.

### 5.7. Certificate of Compliance.

Any Owner may request in writing that the Reviewer issue a certificate of compliance certifying that there are no known violations of this Article or the Architectural Guidelines. The Residential Association shall either grant or deny such written request within 30 days after receipt and may charge a reasonable administrative fee. Issuance of such a certificate shall prevent the Residential Association from taking enforcement action against an Owner for any condition known to the Residential Association on the date of such certificate.

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## ARTICLE 6 MAINTENANCE, REPAIR, AND REPLACEMENT

*One of the benefits of owning property in a planned community is the commitment among neighbors to maintain their property in a neat, attractive, and well-landscaped condition to enhance the overall beauty and aesthetic appeal of the community. This Article describes the Owners' responsibilities for maintenance and repair of their Units and for insuring their Units against property damage so that funds will be available for repair and restoration if needed.*

### 6.1. Maintenance of Units.

Each Owner shall maintain his or her Unit, including all structures, landscaping, and other improvements comprising the Unit, in a manner consistent with the Governing Documents and the Community-Wide Standard, unless such maintenance responsibility is otherwise assumed by or assigned to the Residential Association or a Neighborhood Association pursuant to this Charter, any Supplement, any additional covenants administered by a Neighborhood Association, or by law.

Each Owner shall also be responsible for maintaining and irrigating the landscaping within that portion of any adjacent Common Area or public right-of-way lying between the Unit boundary and any wall, fence, or curb located on the Common Area or public right-of-way within 10 feet of the Unit boundary. However, Owners may not remove trees, shrubs, similar vegetation, or other improvements from this area without prior approval pursuant to Article 5.

### 6.2. Maintenance of Other Properties.

The VMMD, the PID, any Neighborhood Association, or any other entity which owns or has responsibility for Other Properties (as described in Section 3.1) shall maintain such Other Properties in a manner consistent with the Governing Documents, the Community-Wide Standard, and all applicable covenants. Such maintenance shall, at a minimum, comply with those standards set forth on Exhibit "G" to this Charter.

Such maintenance shall include responsibility for maintaining and irrigating the landscaping within that portion of any adjacent Common Area or public right-of-way lying between the boundary of its property and any wall, fence, or curb located on the Common Area or public right-of-way within 10 feet of its boundary. No Person shall remove trees, shrubs, or similar vegetation from this area without prior approval pursuant to Article 5.

The Residential Association may assume maintenance responsibility for any property in the Residential Community, either upon designation of such property as part of a Service Area pursuant to Section 3.3 or upon the Board's determination, pursuant to Article 8, that the level and quality of maintenance then being provided is not consistent with the Community-Wide Standard. The Residential Association may assess the cost of such maintenance against the benefited property as a Specific Assessment pursuant to Section 12.4, or if authorized by a recorded Supplement designating a Service Area, against all Units in the benefited Service Area as a Service Area Assessment, as provided in Section 12.2(c). The Residential Association need not treat all similarly situated Neighborhood Associations or properties the same.

### **6.3. Responsibility for Repair and Replacement.**

Unless otherwise specifically provided in the Governing Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement necessary to maintain the property to a level consistent with the Community-Wide Standard.

Each Owner shall carry property insurance for the full replacement cost of all insurable improvements on his or her Unit, less a reasonable deductible, unless either a Neighborhood Association (if any) or the Residential Association carries such insurance (which they may but are not obligated to do). Likewise, any entity which owns Other Properties shall carry property insurance for the full replacement cost of all insurable improvements on such Other Properties, less a reasonable deductible. The Residential Association may, but shall have no obligation to, monitor compliance with this requirement. Each Owner or entity required to maintain insurance hereunder shall furnish a certificate of insurance to the Residential Association within 10 days of the Residential Association's request. If the Residential Association assumes responsibility for insuring any property hereunder, the premiums for such insurance shall be levied as a Specific Assessment against the benefited Unit or other property and the owner thereof.

Within 90 days after any damage to or destruction of a structure on a Unit or Other Properties, the Owner or Person responsible for repair and replacement thereof shall promptly repair or reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved pursuant to Article 5 unless the Board, in its discretion, agrees to extend such period. Alternatively, the Unit shall be cleared of debris and thereafter maintained in a neat and attractive landscaped condition consistent with the Community-Wide Standard. The Owner or Person responsible for repair and replacement of Other Properties requiring repair or replacement hereunder shall pay any costs that insurance proceeds do not cover.

Additional recorded covenants applicable to any Neighborhood Association or Service Area may establish additional insurance requirements and more stringent standards for rebuilding or reconstructing structures on Units and for clearing and maintaining the Units in the event the structures are not rebuilt or reconstructed.

This section shall apply to a Neighborhood Association with respect to common property of the Neighborhood Association and to the VMMD, the PID, the Council, and any other Person which owns or is responsible for maintaining Other Properties, in the same manner as if such Neighborhood Association or other Person were an Owner and its property were a Unit.

#### 6.4. Maintenance and Repair of Party Walls and Similar Structures.

(a) *Original Construction.* Each wall, fence, driveway, or similar structure built as part of the original construction on Units which serves and/or separates any two or more adjoining Units, and any replacement thereof, shall be considered a party structure. Except as may otherwise be provided in any applicable Supplement or in any additional covenants administered by a Neighborhood Association having jurisdiction, if any necessary maintenance, repair or replacement of a party structure affects both sides of the structure, it shall be the joint responsibility of the Owners of the Units served or separated by the party structure and any such Owner may perform the necessary maintenance or repair and, within 30 days after receipt of written evidence of the total cost incurred, the other Owner(s) shall reimburse the Owner who has incurred such cost for an equal share of the reasonable cost he or she has incurred in performing such maintenance or repair.

Notwithstanding the above or anything to the contrary in this Charter, if maintenance or repairs to a party structure are necessitated by the conduct of the Owners, occupants or guests of only one of the Units that share such party structure, then the Owner of such Unit shall be responsible for the necessary maintenance or repairs.

The right to and the obligation of contribution for party walls and similar structures between Owners, as provided in this section, shall be appurtenant to the land and shall pass to such Owner's successor-in-title.

To the extent not inconsistent with the provisions of this section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to any party structure. Any dispute concerning a party structure shall be subject to the provisions of Article 19.

(b) *Fence Additions.* If an Owner installs, constructs, or erects a fence on the common boundary line between such Owner's Unit and an adjacent Unit, and the Owner of the adjacent Unit thereafter attaches another section of fence to it or otherwise makes use of such fence for the purpose of enclosing all or a portion of the adjacent Unit, then such fence shall become a party structure for the purpose of each Owner's responsibility for contributing to the maintenance, repair, and replacement of such fence. However, nothing herein shall confer any ownership interest in or right to remove any such fence on the Owner of the adjacent Unit.

(c) *Failure to Maintain.* In the event that the Owners who share a party structure fail to provide necessary maintenance or repairs to a party structure within 10 days after the date of written notice from the Association advising of the need for such maintenance or repairs, the Association shall have the right to provide the necessary maintenance or repairs and assess the costs incurred against the responsible Owners and their Units.

\* \* \*

## ARTICLE 7 USE AND CONDUCT

*In order to maintain a residential environment that encourages respect for and courtesy among neighbors and minimizes the potential for disputes, this Article sets forth basic standards regarding use, occupancy, and transfer of interests in Units. In addition, it provides a procedure by which the rules regulating use, conduct,*

and activities within the Residential Community may be expanded and modified to address particular needs and desires of the Residential Community over time.

#### 7.1. Use, Occupancy, and Transfer of Interests in Units.

(a) *Residential and Related Uses.* Units may be used only for residential and related purposes, except as the Founder may otherwise authorize with respect to construction, marketing, and sale activities of the Founder and Builders it designates. A business activity shall be considered "related" to a residential use and thus permitted under this section only if conducted by a person or persons residing in the Unit and only if the business activity:

- (i) is not apparent or detectable by sight, sound, or smell from outside of a permitted structure;
- (ii) complies with applicable zoning requirements;
- (iii) does not involve regular visitation of the Unit by employees who do not reside in the Unit, clients, customers, suppliers, or other business invitees, or door-to-door solicitation within the Residential Community; and
- (iv) is consistent with the Residential Community's residential character and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of others, as the Board determines in its discretion.

"Business" shall have its ordinary, generally accepted meaning and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves providing goods or services to Persons other than the family of the producer and for which the producer receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required.

Provision of child care on a limited basis for a fee shall not be considered a "business" within the meaning of this subsection so long as the child care provider: (i) resides in the home where the child care is provided; (ii) does not employ other persons to assist in the provision of child care; and (iii) does not provide child care to more than two children at a time who do not reside in the home where the child care is provided, or more than four children total, including the children of the child care provider. The Board is specifically authorized to adopt rules regulating child care operations within the Residential Community, including rules limiting parking of vehicles, traffic flow, and use of recreational facilities in connection with child care operations, in order to minimize the impact of such operations upon any portion of the Residential Community.

(b) *Leasing.* For purposes of this Charter, the terms "Lease" and "Leasing" shall refer to the regular, exclusive occupancy of a Unit by any Person other than the Owner for which the Owner receives any consideration or benefit. Leasing of Units is prohibited except in strict compliance with the following:

(i) Any Unit that is leased shall be leased only in its entirety; separate rooms, floors, or other areas within a dwelling may not be separately leased; however, any detached "in-law suite" or "guest house" approved pursuant to Article 5 may be leased separate from the main dwelling;

(ii) The leasing of multiple Units by a single Owner, or the leasing of multiple Units by two or more Owners related by blood, adoption, or marriage, or by Owners with a common ownership interest, or

by a group of Owners under the control or direction of a single Owner, shall be prohibited, except that this prohibition shall not apply to restrict the leasing of two or more Units by an institutional lender upon taking title following foreclosure of its security interest in the Unit or upon acceptance of a deed in lieu of foreclosure;

(iii) No signs shall be posted in Viridian or on the right-of-way adjacent to Viridian advertising the availability of the Unit for rent, except that the Owner of a Unit being offered for lease may post one standard real estate sign on such Unit, not to exceed four feet in height, the total message area of which does not exceed 12 square feet (all sides combined), advertising the Unit for rent during any period that the Unit is vacant and within the 90 day period immediately prior to expiration of the term of any lease which is not being renewed;

(iv) Any lease shall be in writing and shall provide for a minimum initial term of at least six months. The Unit may not be subleased and the lease may not be assigned during the initial six-month term. In the event of termination of the lease after the tenant has taken occupancy and prior to the end of such six-month minimum initial term, the Owner may not enter into a new lease with a term commencing prior to the date on which the previous lease would have expired without prior approval from the Board, which shall not be granted unless the Board determines, after consideration of the facts and circumstances, that the Owner acted in good faith, with no intent to circumvent the requirements of this subsection (b), and could not reasonably have anticipated the early termination of the previous lease at the time the lease was signed; and

(v) All leases shall disclose that the tenants and all occupants of the leased Unit are bound by and obligated to comply with the Governing Documents. However, the Governing Documents shall apply regardless of whether such a provision is specifically set forth in the lease.

Within 10 days of a lease being signed, the Owner of the leased Unit shall notify the Board or the Residential Association's managing agent of the lease and provide an alternate mailing address for the Owner, a copy of the lease, and any additional information the Board may reasonably require. The Owner must give the tenant copies of the Governing Documents.

In addition to, but consistent with this subsection, the Residential Association or the Board may adopt Rules governing leasing and subleasing. Such Rules may require that Owners use Board-approved lease forms (or include specific lease terms) in any lease.

(c) *Transfer of Title; Resale Certificate* Any Owner other than the Founder desiring to sell or otherwise transfer title to his or her Unit shall give the Board at least seven days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The Person transferring title shall continue to be jointly and severally responsible with the Person accepting title for all obligations of the Owner, including assessment obligations, until the date upon which the Board receives such notice, notwithstanding the transfer of title. The Person transferring title shall also be responsible for payment of the Lifestyle Fee required under Section 12.11 of this Charter .

No Owner shall transfer title to a Unit unless and until he or she has requested and obtained a resale certificate signed by a representative of the Residential Association as described in Tex. Prop. Code Section 207.003(b) (a "Resale Certificate") indicating, in addition to all other matters described in Tex. Prop. Code Section 207.003(b), that, as of the date of such certificate: (i) all assessments (or installments thereof) and

other charges against the Unit due and payable through the date of the Resale Certificate have been paid; and (ii) there are no violations of the Governing Documents that have not either been cured or waived in writing by the Residential Association.

The Residential Association shall deliver a Resale Certificate, along with a current copy of the Governing Documents, within 10 days after the Residential Association's receipt of a written request from an Owner or Owner's agent, or a title insurance company acting on behalf of the Owner. If the Resale Certificate indicates that there are known conditions on the Unit which violate the Governing Documents, or that there are amounts due and unpaid to the Residential Association on account of the Unit, the Owner shall cure any such violations and pay any such amounts prior to transfer of title and, upon doing so, may request an update to the Resale Certificate to reflect such action.

The Residential Association may charge a reasonable fee to prepare, assemble, copy, and deliver a Resale Certificate and accompanying information and any update to a Resale Certificate. In addition, upon acceptance of title to a Unit, the new Owner of the Unit shall pay to the Residential Association a reasonable administrative fee, in such amount as the Board may determine necessary to cover the costs the Residential Association incurs to updating the Residential Association's records.

(d) *Subdivision and Combination of Units.* No Person other than the Founder and Builders whom the Founder may authorize to do so shall subdivide or change the boundary lines of any Unit or combine Units without the Board's prior written approval. Any such action that the Board approves shall be effective only upon recording of a plat or other legal instrument reflecting the subdivision or new boundaries of the affected Unit(s). In the absence of such recorded instrument, adjacent Units owned by the same Owner shall continue to be treated as separate Units for purposes of voting and assessment, even though such Units may be improved with a single dwelling.

(e) *Transient Use; Timesharing.* No Unit shall be used for hotel or transient purposes, nor for overnight lodging of employees or guests when the Owner is not in residence, except that if a Unit is owned by a legal entity, such entity may permit the Unit to be occupied on a short-term basis by any director, officer, partner, or employee of such entity which the Owner identifies in advance by written notice to the Residential Association, so long as no more than one such person is permitted to occupy the Unit in any 30-day period. No Unit shall be used for operation of any type of timesharing, fraction-sharing, residence club, vacation club, destination club, or similar program whereby the right to exclusive use of the Unit rotates among owners, participants, or members of the program on a fixed or floating time schedule, on a reservation basis, or on such other basis as may be set forth in the terms of the program.

## **7.2. Rulemaking Authority and Procedures.**

The Governing Documents establish a framework of covenants and conditions that govern the Residential Community. The initial Rules attached as Exhibit "C" are a part of that framework. However, within that framework, the Residential Association must be able to respond to unforeseen issues and changes affecting the Residential Community. Therefore, the Board and the Voting Delegates are authorized to change the Rules in accordance with the following procedures, subject to the limitations set forth in Section 7.3.

(a) *Founder Authority.* So long as the Founder has the right unilaterally to amend this Charter pursuant to Section 21.2, the Founder may unilaterally amend Exhibit "C" to add new Rules or to modify or rescind existing Rules.

(b) *Board Authority.* Subject to the notice requirements in subsection (d) and the Board's duty to exercise judgment and reasonableness on behalf of the Residential Association and its Members, the Board may adopt new Rules and modify or rescind existing Rules by majority vote of the directors at any Board meeting. However, during the Development and Sale Period, any such action shall also be subject to the Founder's approval.

(c) *Membership Authority.* Subject to the notice requirements in subsection (d), the Voting Delegates representing at least 67% of the votes in the Residential Association may also adopt new Rules and modify or rescind existing Rules at any meeting of the Residential Association duly called for such purpose, regardless of the manner in which the original Rule was adopted. However, during the Development and Sale Period, any such action shall also be subject to the Founder's approval.

(d) *Notice.* The Board shall send notice to all Owners or publish notice in a community newsletter or on a community intranet or website concerning any Rule change proposed under subsections (b) or (c) above at least five business days prior to the meeting of the Board or the Voting Delegates at which such action is to be considered. At any such meeting, Voting Delegates shall have a reasonable opportunity to be heard before the proposed action is put to a vote.

(d) *Effective Date.* A Rules change under this Section 7.2 shall be reflected in an amendment to Exhibit "C" executed by the Founder or the Residential Association, or both, as applicable, and recorded. Any such amendment shall take effect upon recording or 30 days after the date on which written notice of the Rules change is given to the Owners, whichever is later.

(e) *Administrative and Operating Policies.* The procedures set forth in this section do not apply to administrative and operating policies that the Board may adopt relating to the Areas of Common Responsibility, such as hours of operation of a Common Area recreational facility, speed limits on private roads, safety regulations, or the method of allocating or reserving use of a facility (if permitted) by particular individuals at particular times, notwithstanding that such policies may be published as part of the Rules.

(f) *Conflicts.* No action taken under this section shall have the effect of modifying or repealing the Architectural Guidelines or any provision of this Declaration other than the Rules. In the event of a conflict between the Architectural Guidelines and the Rules, the Architectural Guidelines shall control. In the event of a conflict between the Rules and any provision of this Charter (exclusive of the Rules), the Charter shall control.

### 7.3. Protection of Owners and Others.

Except as may be set forth in this Charter (either initially or by amendment) or in the initial Rules set forth in Exhibit "C," all Rules shall comply with the following provisions:

(a) *Similar Treatment.* Similarly situated Units shall be treated similarly; however, the Rules may vary by Neighborhood Association, Service Area, housing type, location, or other distinct characteristics of areas within Viridian.

(b) *Flags and Other Displays.* No Rule shall abridge the right of the Owner or occupant of a Unit to display the official flag of the United States of America, the flag of the State of Texas, or an official or replica flag of any branch of the United States armed forces, on the Unit owned or occupied by such Owner, except that Rules may regulate the use or manner of display of such flags to the extent that Tex. Prop. Code Chapter 202 expressly authorizes such regulation.



No Rule shall abridge an Owner's right to display other political, religious, or holiday symbols and decorations on his or her Unit of the kinds normally displayed in single-family residential neighborhoods, nor shall any Rule regulate the content of political signs, except that the Residential Association may adopt time, place, and manner restrictions with respect to such signs, symbols, and displays as are visible from outside structures on the Unit, including reasonable limitations on size, number, and time period within which they may be displayed, consistent with Tex. Prop. Code Chapter 202 and any other applicable provisions of Texas law.

(c) *Household Composition.* No Rule shall interfere with an Owner's freedom to determine household composition, except that the Residential Association may impose and enforce reasonable occupancy limitations and conditions based on Unit size and facilities and its fair share use of the Common Area.

(d) *Activities Within Dwellings.* No Rule shall interfere with the activities carried on within a dwelling, except that the Residential Association may prohibit activities not normally associated with residential property. It may also restrict or prohibit activities that create monetary costs for the Residential Association or other Owners, that create a danger to anyone's health or safety, that generate excessive noise or traffic, that create unsightly conditions visible from outside the dwelling, or that are an unreasonable source of annoyance.

(e) *Allocation of Burdens and Benefits.* No Rule shall alter the allocation of financial burdens among the various Units or rights to use the Common Area to the detriment of any Owner over that Owner's objection expressed in writing to the Residential Association. Nothing in this provision shall prevent the Residential Association from changing the Common Area available, from adopting generally applicable rules for use of Common Area, or from denying use privileges to those who are delinquent in paying assessments, abuse the Common Area, or violate the Governing Documents. This provision does not affect the right to increase the amount of assessments as provided in Article 12.

(f) *Leasing and Transfer of Units.* No Rule shall prohibit leasing or transfer of any Unit or require approval prior to leasing or transferring a Unit, except as provided in Section 7.1(b).

(g) *Abriding Existing Rights.* No Rule shall require that an Owner dispose of personal property kept in or on a Unit in compliance with the Rules in effect at the time such personal property was brought onto the Unit. This exemption shall apply only during the period of such Owner's ownership of the Unit and shall not apply to subsequent Owners who take title to the Unit after adoption of the Rule.

(h) *Reasonable Rights to Develop.* No Rule may unreasonably interfere with the Founder's ability to develop, market, and sell property in the Residential Community.

(i) *Interference with Easements.* No Rule may unreasonably interfere with the exercise of any easement.

#### 7.4. Owners' Acknowledgment and Notice to Purchasers.

By accepting title to a Unit, each Owner acknowledges and agrees that the use, enjoyment, and marketability of his or her Unit is limited and affected by the Rules, which may change from time to time. All Unit purchasers are hereby notified that the Residential Association may have adopted changes to the Rules and that such changes may not be set forth in a recorded document. A copy of the current Rules and all administrative policies are available from the Residential Association upon request. The Residential Association may charge a reasonable fee to cover its reproduction cost.

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## ARTICLE 8 COMPLIANCE AND ENFORCEMENT

*The covenants, standards, and rules set forth in the Governing Documents are for the benefit of all Owners and occupants of the Residential Community. However, if they are to have any real meaning, there must be a commitment by the Owners in the Residential Community to comply with them and there must be a mechanism in place to enforce that compliance in the event that someone fails or refuses to do so. This Article sets forth the obligation to comply and the remedies available to the Residential Association for noncompliance.*

### 8.1. Compliance.

Every Owner, occupant, and visitor to a Unit or other property within the Residential Community, and every Person which owns or controls Other Properties must comply with the Governing Documents and shall be subject to sanctions for violations as described in this Article. In addition, each Owner shall be responsible for, and may be sanctioned for, all violations of the Governing Documents by the occupants, tenants, guests, or invitees to their Units, and for any damage to the Area of Common Responsibility that such Persons may cause.

### 8.2. Remedies for Non-Compliance.

The Residential Association, the Founder, the VMMD, the PID, and every affected Owner shall have the right to file suit at law or in equity to enforce the Governing Documents, subject to the terms of Article 19, as applicable; provided, prior to the Residential Association filing suit against an Owner, other than a suit to collect assessments or foreclose the Association's lien under Article 12, the Residential Association shall provide written notice to the alleged violator and an opportunity for a hearing in accordance with the By-Laws. In addition, the Board may impose sanctions for violation of the Governing Documents, including those listed below and any others described elsewhere in the Governing Documents.

(a) *Sanctions Requiring Prior Notice and Hearing.* After written notice and an opportunity for a hearing in accordance with the By-Laws, the Board may:

(i) impose reasonable monetary fines, which shall constitute a lien upon the violator's Unit. In the event that any occupant, tenant, guest, or invitee of a Unit violates the Governing Documents and a fine is imposed, the fine may, but need not, first be assessed against the violator; provided, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board;

(ii) suspend any Person's right to use any Common Area facilities (A) for any period during which any charge against such Owner's Unit remains delinquent, and (B) for a period not to exceed 30 days for a single violation or for a longer period in the case of any continuing violation (except that no notice or hearing is required if the Owner is more than 60 days delinquent in paying any assessment or other charge owed to the Residential Association); provided, nothing herein shall authorize the Board to limit ingress or egress to or from a Unit;

(iii) suspend services the Residential Association provides to the Unit (except that no opportunity for a hearing is required if the Owner is more than 60 days delinquent in paying any assessment or other charge owed to the Residential Association);

(iv) exercise self-help or take action to abate any violation of the Governing Documents in a non-emergency situation (including removing personal property that violates the Governing Documents);

(v) without liability to any Person, preclude any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of Article 5, including the Architectural Guidelines, from continuing or performing any further activities in Viridian;

(vi) levy Specific Assessments to cover costs the Residential Association incurs in bringing a Unit or Other Properties into compliance with the Community-Wide Standard or other requirements under the Governing Documents or to reimburse the Association for property loss or damage arising from the conduct of the Owner or occupants of the Owner's Unit; and

(vii) record a notice of violation with respect to any Unit or Other Properties on which a violation exists.

If, after notice and an opportunity for a hearing, the violation continues or recurs within 12 months after the date of such notice, the Board may impose any of the above sanctions without further notice or opportunity for another hearing.

(b) *Other Sanctions.* The Board may take the following actions to obtain compliance with the Governing Documents without prior notice or a hearing:

(i) exercise self-help or take action to abate a violation on a Unit or Other Properties in any situation which requires prompt action to avoid potential injury or damage or unreasonable inconvenience to other persons or their property (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations);

(ii) exercise self-help or take action to abate a violation on the Common Area under any circumstances;

(iii) require an Owner, Neighborhood Association, or other Person responsible for maintenance under Article 6, at its own expense, to perform maintenance or to remove any structure or improvement on such Owner's Unit or on the property for which such Person is responsible, that is in violation of the Community-Wide Standard or other requirements under the Governing Documents and to restore the property to its previous condition; or

(iv) enter the property and exercise self-help to remove or cure a violating condition if an Owner, Neighborhood Association, or other Person responsible for maintenance pursuant to Article 6 fails to take action as required pursuant to subsection (iii) above within 10 days after receipt of written notice to do so, and any such entry shall not be deemed a trespass.

(c) *Additional Powers Relating to Neighborhood Associations.* In addition to the foregoing sanctions, the Residential Association shall have the power to require specific action to be taken by any Neighborhood Association in connection with its obligations and responsibilities, such as requiring specific

maintenance or repairs or aesthetic changes to be effectuated and requiring that a proposed budget include certain items and that expenditures be made therefor.

A Neighborhood Association shall take appropriate action required by the Residential Association in a written notice within the reasonable time frame set by the Residential Association in the notice. If the Neighborhood Association fails to comply, the Residential Association shall have the right to effect such action on behalf of the Neighborhood Association and levy Specific Assessments to cover the costs, as well as an administrative charge and sanctions.

### **8.3. Board Decision to Pursue Enforcement Action.**

The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. For example, the Board may determine that, in a particular case:

- (a) the Residential Association's position is not strong enough to justify taking any or further action;
- (b) the covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;
- (c) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Residential Association's resources; or
- (d) that it is not in the Residential Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

A decision not to enforce a particular provision shall not prevent the Residential Association from enforcing the same provision at a later time or prevent the enforcement of any other covenant, restriction, or rule.

### **8.4. Attorneys Fees and Costs.**

In any action to enforce the Governing Documents, if the Residential Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs, reasonably incurred in such action.

### **8.5. Enforcement of Ordinances.**

The Residential Association, by contract or agreement, may enforce applicable city and county ordinances. In addition, the City of Arlington and Tarrant County may enforce applicable ordinances within Viridian.

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## PART THREE: RESIDENTIAL ASSOCIATION OPERATIONS

### ARTICLE 9 PROPERTY MANAGEMENT

*One of the Residential Association's primary functions is maintaining and operating property and facilities for the common benefit of the Owners and residents of the Residential Community. This Article establishes the Residential Association's obligation to accept property that the Founder designates as Common Area or Limited Common Area and to maintain, operate, and insure it, along with certain other properties, for the benefit of the Residential Community.*

#### 9.1. Acceptance and Control of Association Property.

(a) *Transfers and Conveyances by Founder.* The Founder and its designees may transfer or convey to the Residential Association interests in real or personal property within or for the benefit of the Residential Community, and the Residential Association shall accept such transfers and conveyances. Such property may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests.

Upon the Founder's written request, the Residential Association shall reconvey to the Founder, or any Founder Affiliate or Builder, any unimproved real property that the Founder, Founder Affiliate, or Builder, as applicable, originally conveyed to the Residential Association for no payment, to the extent conveyed in error or needed to make minor adjustments in property lines or accommodate changes in the development plan.

The Founder shall have the right to convey any property to the Residential Association as Common Area subject to easements permitting persons who are not members of the Residential Association to use and enjoy such Common Area upon payment to the Residential Association of reasonable use fees. In addition, the Founder may convey Common Area subject to easements over any parking areas thereon for ingress, egress, and vehicular parking by the owners or operators of other parcels of property in Viridian identified in such easement and their respective employees, designees, members, guests, and invitees; provided, any such parking easement or other documents recorded with such easement shall require the owner of the property benefitted by such easement to contribute to the costs of maintaining such parking area in accordance with a reasonable allocation of such costs as determined by the Founder and set forth in the such easement or other document.

The Founder may also transfer and assign to the Residential Association any continuing obligations and responsibilities under development agreements or conditions of development approvals relating to Viridian, including any obligation to post or maintain maintenance bonds on improvements within public rights-of-way or other portions of the Area of Common Responsibility. The Residential Association shall accept, assume, and fulfill all such obligations and responsibilities as the Founder shall assign to it.

(b) *Expansion of Facilities by Residential Association.* Subject to the procedures set forth in this subsection (b), the Residential Association, with the consent of the Founder during the Development and Sale Period, may contract with owners of recreational and social facilities in Viridian to obtain use privileges in such facilities for Owners and occupants of Units as a Common Expense (as described in Article 12). This subsection (b) shall apply only to contracts which the Residential Association proposes to enter into; it

shall not limit the rights of the Founder to expand the Common Area by granting property interests to the Association pursuant to subsection 9.1(a).

At least 30 days prior to entering into any such contract, the Board shall give notice to the Owners, by any means authorized in the By-Laws, of its intent to enter into such contract and shall provide at least a 30-day period in which Owners and Voting Delegates may file comments with the Board, which comments may be submitted by mail, telephone facsimile, electronic mail, and by any other means the Board finds appropriate. The notice shall summarize the material terms of the proposed contract including, without limitation, the duration of the proposed contract, the privileges to be afforded to Owners and occupants under the proposed contract, the total cost and other consideration to be paid by the Association for such privileges, any provision for future increases in such cost, and the payment terms. The notice shall also disclose the cost per Unit and the anticipated impact of the proposed contract on the budget and assessments then being levied by the Association. A copy of the proposed contract shall be made available for inspection by Owners upon request.

The Board may (but shall not be obligated to) cause the Association to enter into such contract on the terms set forth in the notice unless written objections are filed with the Board during the specified comment period by Owners or Voting Delegates representing more than 25% of the total votes in the Residential Association.

(c) *Management and Control.* The Residential Association is responsible for management, operation, and control of the Common Area, subject to any covenants set forth in the deed or other instrument transferring the property to the Residential Association. The Residential Association may enter into leases, licenses, or operating agreements with respect to portions of the Common Area, for payment or no payment, as the Board deems appropriate. The Residential Association may permit use of Common Area facilities by persons other than Owners and occupants of Units and may charge use fees, in such amount as the Board may establish, for such use.

## 9.2. Maintenance of Area of Common Responsibility.

The Residential Association shall maintain the Area of Common Responsibility in accordance with the Community-Wide Standard, which shall, at a minimum, comply with the standards set forth on Exhibit "G". The Area of Common Responsibility includes, but is not limited to:

- (a) the Common Area and all improvements thereon; and
- (b) any private streets and alleys within the Residential Community that serve two or more Units, to the extent such streets or alleys are not the responsibility of the VMMD or another governmental or quasi-governmental body, or are not maintained to the Community-Wide Standard by the responsible party; and
- (c) landscaping, street furniture (i.e., benches, trash cans, etc.), community identification, directional and traffic signage, and street lights installed within public rights-of-way and public parks within or abutting the Residential Community, to the extent that the same are not the responsibility of the VMMD, another governmental or quasi-governmental body, or the Owner of the adjacent property pursuant to Section 6.1; or are not maintained to the Community-Wide Standard by the responsible party; and
- (d) well drill sites in Viridian, except during any period that the site is actively being used for drilling or production; and

(e) landscaping on any public school site within Viridian, if and to the extent required by the terms of any agreement entered into between the Founder and/or the Association and the Hurst-Euleless-Bedford Independent School District (HEB ISD), and subject to the terms of such agreement;

(f) such portions of any additional property as may be dictated by the Founder, this Charter, any Supplement, any Covenant to Share Costs recorded pursuant to Section 9.5, or any covenant or agreement for maintenance entered into by, or otherwise binding on the Residential Association; and

(g) any property and facilities that the Founder owns and makes available, on a temporary or permanent basis, for the primary use and enjoyment of the Residential Association and its members. The Founder shall identify any such property and facilities by written notice to the Residential Association and they shall remain part of the Area of Common Responsibility until the Founder revokes such privilege of use and enjoyment by written notice to the Residential Association.

The Residential Association may maintain other property it does not own, including, without limitation, Units, property dedicated to the public, or property owned or maintained by a Neighborhood Association, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. The Residential Association shall not be liable for any damage or injury occurring on, or arising out of the condition of, property it does not own except to the extent that it has been negligent in performing its maintenance responsibilities.

The Residential Association shall specifically be authorized to enter into agreements with the VMMD, the Commercial Association, the City of Arlington, and other owners of property in or near Viridian for the sharing of maintenance responsibility and/or costs associated with any property or services which the Board deems to benefit the Residential Association and its members.

### **9.3. Discontinuation of Operation.**

The Residential Association shall maintain the Common Area facilities in continuous operation unless the Founder, during the Development and Sale Period, and Voting Delegates representing 75% of the total votes in the Residential Association, consent in writing to discontinue such operation. If the property is Limited Common Area, any discontinuation shall also require the approval in writing of at least 75% (or such higher percentage as a Supplement may require) of the Owners to whom such Limited Common Area is assigned. This section shall not apply to restrict the Board's ability to establish reasonable operating hours, which may vary by season, nor to preclude temporary closures or interruptions in operation as the Board may determine appropriate to perform cleaning, maintenance or repairs.

### **9.4. Restoring Damaged Improvements.**

In the event of damage to or destruction of any portion of the Area of Common Responsibility for which the Residential Association has insurance responsibility, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially its condition prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

The Residential Association shall repair or reconstruct damaged Common Area improvements unless:

(a) this Charter has terminated pursuant to Section 21.1;

(b) repair or restoration would be illegal under any state or local statute or ordinance governing health or safety; or

(c) the Founder, during the Development and Sale Period, and Voting Delegates entitled to cast at least 67% of the total votes in the Residential Association, or in the case of damage or loss to Limited Common Area, Owners of at least 67% of the Units to which such Limited Common Area is assigned, decide within 60 days after the loss not to repair or reconstruct. If either the insurance proceeds or estimates of the loss, or both, are not available to the Residential Association within such 60-day period, then the period shall be extended until such funds or information are available. No Mortgagee shall have the right to participate in determining whether the damage or destruction to the Common Area shall be repaired or reconstructed, except that nothing herein shall limit the contractual rights of any holder of a deed of trust encumbering the Common Area to participate in such determination under the terms of such deed of trust or any security agreement referenced therein.

If a decision is made not to restore the damaged improvements and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Residential Association in a neat and attractive condition consistent with the Community-Wide Standard.

The insurance proceeds attributable to any Units or Limited Common Areas that are not rebuilt shall be distributed to the Owners of the damaged Units or the Units to which such Limited Common Areas were assigned, or their respective lien holders, as their interests may appear, in proportion to their relative liability for Residential Association expenses. The Residential Association shall retain and place in a capital improvements account for the benefit of all Owners, or the Owners of Units within the affected Service Area, as appropriate, any insurance proceeds remaining after paying the costs of repair or reconstruction or after such settlement as is necessary and appropriate. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Unit.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Voting Delegates, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 11.4.

#### **9.5. Relationships with Other Properties.**

The Founder may prepare, execute, and record a document creating a covenant to share costs obligating the Residential Association or Owners of Units in the Residential Community and the Commercial Association or Owners of Units in the Residential Community to share costs of maintaining certain mutually beneficial properties and/or providing certain mutually beneficial services, as described in such document (a "Covenant to Share Costs"). Any Covenant to Share Costs may obligate the Residential Association to provide maintenance and other services to such mutually beneficial properties and may authorize the Residential Association to collect a specified portion of the costs it incurs from the owners of such other properties or any owners association having jurisdiction over such other properties. In addition, the Residential Association may contract with other entities, including the Founder, the VMMD, the City of Arlington, any owners association, or the owner of any neighboring property, to provide for sharing of costs associated with (a) maintenance and operation of mutually beneficial properties or facilities, or (b) provision of mutually beneficial services.

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## ARTICLE 10 PROVISION OF SERVICES

*In addition to its property management role, the Residential Association is a vehicle for providing a variety of services for the benefit of the Residential Community at large and individual Units. This Article describes some of the services the Residential Association may provide and the mechanism by which it may provide varying levels and types of services to different areas of the Residential Community.*

### 10.1. Provision of Services to Units.

The Residential Association may arrange for or provide services to Owners and their Units, directly or through contracts with the Founder or other third parties. The Residential Association may enter into bulk service agreements by which a particular service is provided to all Units, or only to Units which have been improved with a completed dwelling and are occupied or have been conveyed to a Person other than the Founder or a Builder ("**Occupied Units**"), or it may offer various services at the option of each Owner, or any of the foregoing. By way of example and not limitation, such services might include such things as cable television, utilities, fire protection, security, trash and recycling collection, landscape maintenance, pest control, caretaker services, and technology services.

Any Residential Association contract for services may require individual Owners or occupants to execute separate agreements directly with the Persons providing components or services in order to gain access to or obtain specified services. Such contracts and agreements may contain terms and conditions that, if violated by the Owner or occupant of a Unit, may result in termination of services provided to such Unit. Any such termination shall not relieve the Owner of the continuing obligation to pay assessments for any portion of the charges for such service that are assessed against the Unit as a Common Expense or Service Area Expense pursuant to Article 12.

In its discretion, the Board may discontinue offering particular services and may modify or cancel existing contracts for services, subject to the contract terms and any provision that may exist elsewhere in the Governing Documents requiring the Residential Association to provide such services.

### 10.2. Provision of Services to Service Areas.

(a) *Service Areas Designated by Founder.* The Residential Association shall provide services to Units within any Service Area designated by the Founder pursuant to Section 3.3 as required by the terms of any Supplement applicable to the Service Area.

(b) *Service Areas Designated by Board.* In addition to Service Areas which the Founder may designate pursuant to Section 3.3, any group of Owners may petition the Board to designate their Units as a Service Area for the purpose of receiving from the Residential Association (i) special benefits or services that are not provided to all Units, or (ii) a higher level of service than the Residential Association otherwise provides. Any such petition shall be signed by Owners of a majority of the Units within the proposed Service Area. Upon receipt of such petition, the Board shall investigate the terms upon which the requested benefits or services might be provided and notify the Owners in the proposed Service Area of such terms and the initial fees for providing the requested service, which may include a reasonable administrative charge. If Owners of at least 67% of the Units within the proposed Service Area approve the proposal in writing, the Board shall designate the Units as a Service Area and include the fees for such service as a line item in the Service Area budget pursuant to Section 12.2(c).

### 10.3. Community Technology.

(a) *Technology Systems.* Without limiting the generality of Sections 10.1 and 10.2, the Founder is specifically authorized to provide, or to enter into and assign to the Residential Association or to cause the Residential Association to enter into contracts with other Persons to provide, central telecommunication receiving and distribution systems (e.g., cable television, high speed data/Internet/intranet services, telephone, and security monitoring), and related components, including associated infrastructure, equipment, hardware, and software, to serve the Residential Community ("Technology Systems"). Any such contracts may provide for installation, operation, management, maintenance, and upgrades or modifications to the Technology Systems as the Founder or the Board determines appropriate. The Residential Association shall have no obligation to utilize any particular provider(s).

(b) *Opportunities for Community Interaction.* The Residential Association may make use of computers, the Internet, and expanding technology to facilitate community interaction and encourage participation in Residential Association activities. For example, the Residential Association may sponsor a community cable television channel, create and maintain a community intranet or Internet home page, maintain an "online" newsletter or bulletin board, and offer other technology-related services and opportunities for Owners and residents to interact and participate in Residential Association-sponsored activities. To the extent Texas law permits, and unless otherwise specifically prohibited in the Governing Documents, the Residential Association may send notices by electronic means, hold Board or Residential Association meetings and permit attendance and voting by electronic means, and send and collect assessment and other invoices by electronic means.

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## ARTICLE 11 RESIDENTIAL ASSOCIATION INSURANCE

*The Residential Association is responsible for insuring against various types of risks, including property damage, personal injury, and liability. This Article describes the minimum types and amounts of coverage that the Residential Association must obtain, the specific requirements for such policies, and the handling of deductibles and premiums for such insurance.*

### 11.1. Required Coverages.

The Residential Association shall obtain and maintain in effect the following insurance coverage, if reasonably available, or if not reasonably available, the most nearly equivalent coverage as is reasonably available:

- (a) Blanket property insurance covering "risks of direct physical loss" for all insurable improvements on:
  - (i) the Common Area;
  - (ii) other portions of the Area of Common Responsibility, to the extent that the Residential Association has responsibility for repair or replacement in the event of a casualty; and
  - (iii) any Service Area, to the extent specified or authorized by any applicable Supplement.

The limits of Residential Association property insurance policies shall be sufficient to cover the full replacement cost of the insured improvements under current building ordinances and codes.

(b) Commercial general liability insurance on the Area of Common Responsibility, insuring the Residential Association and its members for damage or injury caused by the negligence of the Residential Association or any of its members, employees, or agents while acting on its behalf. If generally available at reasonable cost, such coverage shall have a limit of at least \$2,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage. Such coverage may be provided through a combination of primary and umbrella policies. However, if additional coverage and higher limits are available at reasonable cost that a reasonably prudent person would obtain, the Residential Association shall obtain such additional coverages or limits;

(c) If the Residential Association has employees, workers compensation insurance and employers liability insurance, if and to the extent required by law;


(d) Automobile (hired and non-owned) liability and physical damage insurance;

(e) Directors and officers liability coverage with a minimum limit of \$1,000,000.00 per occurrence; and

(f) Commercial crime insurance, including fidelity insurance covering all Persons responsible for handling Residential Association funds in an amount determined in the Board's business judgment but not less than an amount equal to one-fourth of the annual Base Assessments on all Units plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation.

The Residential Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in Texas. In the exercise of its business judgment, the Board may obtain additional insurance coverage and higher limits than this section requires.

#### 11.2. Deductibles.

 *The Board may hold any Persons who cause damage to insured improvements responsible for the insurance deductible payable on any insurance claim related to such damage.*

The Residential Association's policies may contain a reasonable deductible, which shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 11.1. In the event of an insured loss, the deductible shall be treated as a Common Expense or a Service Area Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Units as a Specific Assessment.

#### 11.3. Policy Requirements.

All Residential Association policies shall provide for a certificate of insurance to be furnished to the Residential Association and, upon request, to each Owner. The Residential Association may charge to the

requesting Owner any costs which it incurs for issuance of such certificate upon request of the Owner, which costs may be assessed against the Owner and the Owner's Unit as a Specific Assessment pursuant to Section 12.4.

To the extent available at reasonable cost and terms, all Residential Association insurance shall:

(a) be written with a company authorized to do business in Texas which satisfies the requirements of the Federal National Mortgage Residential Association ("Fannie Mae"), or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(b) be written in the name of the Residential Association as trustee for the benefited parties. All policies shall be for the benefit of the Residential Association and its Members, except that policies on Limited Common Area shall be for the benefit of the Owners of Units within the Service Area to which the Limited Common Area is assigned and their Mortgagees, as their interests may appear;

(c) be primary and not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;

(d) contain an inflation guard endorsement;

(e) include an agreed amount endorsement, if the policy contains a co-insurance clause;

(f) provide that each Owner is an insured person with respect to liability arising out of such Owner's status as a member of the Residential Association (provided, this provision shall not be construed as giving an Owner any interest in the Common Area other than that of a member);


(g) provide a waiver of subrogation against any Owner or household member of an Owner;

(h) include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any act or omission of one or more Owners, unless acting on the Residential Association's behalf within the scope of their authority, or on account of any curable defect or violation, without prior written demand to the Residential Association and allowance of a reasonable time to cure the defect or violation; and

(i) satisfy any insurance requirements imposed by the Federal Home Loan Mortgage Corporation ("Freddie Mac") on planned unit developments.

In addition, the Board shall use reasonable efforts to secure insurance policies that list the Owners (as a class) as additional insureds and provide:

(a) a waiver of subrogation as to any claims against the Residential Association's directors, officers, employees, and manager;

 Subrogation is a legal concept by which one person is substituted in the place of another with respect to a lawful claim or right. For example, once they have paid a claim by an insured party, insurance companies generally have the right to step into the shoes of the insured party and sue any one that the insured party could have sued.

- (b) a waiver of the insurer's right to repair and reconstruct instead of paying cash;
- (c) an endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;
- (d) an endorsement requiring at least 30 days' prior written notice to the Residential Association of any cancellation, substantial modification, or non-renewal;
- (e) a cross liability provision; and
- (f) a provision vesting in the Board exclusive authority to adjust losses. However, Mortgagees having an interest in such losses may not be precluded from participating in the settlement negotiations, if any, related to the loss.

**11.4. Insurance Premiums.**

Premiums for all Residential Association insurance shall be a Common Expense, except that premiums for property insurance on Units within, or Limited Common Areas assigned to, a particular Service Area shall be a Service Area Expense unless the Board reasonably determines that other treatment of the premiums is more appropriate.

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## ARTICLE 12 RESIDENTIAL ASSOCIATION FINANCES

*This Article provides for various types of funding to cover expenses that the Residential Association incurs or expects to incur in exercising its authority and performing its responsibilities under the Governing Documents. The primary source of funding is the assessments which this Article authorizes the Residential Association to levy against the Units and collect from the Owner of each Unit. Assessments are secured by a lien on each Unit as described in this Article.*

**12.1. Residential Association Expenses.**

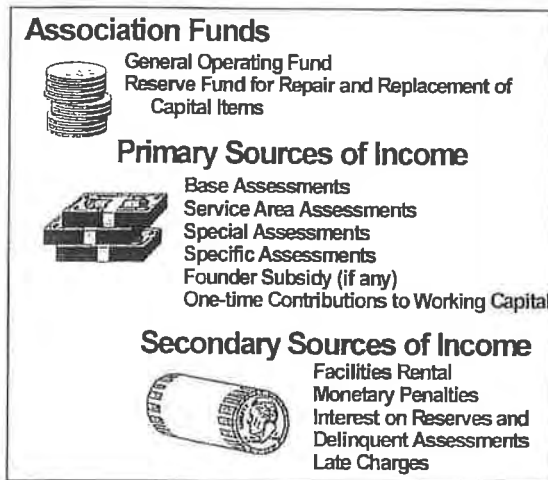


Diagram 12.1

(a) *Common Expenses.* Except as the Governing Documents otherwise specifically provide, all of the expenses that the Residential Association incurs, or expects to incur, in connection with the ownership, maintenance, and operation of the Area of Common Responsibility and otherwise for the general benefit of the Owners, are considered "Common Expenses." Common Expenses include such operating reserves and reserves for repair and replacement of capital items within the Area of Common Responsibility as the Board finds necessary or appropriate.

Common Expenses shall not include any expenses incurred during the Founder Control Period for new

development or original construction costs unless Voting Delegates representing a majority of the Units owned by persons other than the Founder approve such expenditure. This approval requirement shall not apply to payments due under any leases of capital improvements which are commonly leased in lieu of purchasing, such as street lights.

The characterization of a particular expense as a "Common Expense" shall not preclude the Residential Association from seeking reimbursement for, or a contribution toward, such expenses from other Persons who may be responsible for the expenses incurred or for sharing such expenses pursuant to this Charter, any Supplement, or any other recorded covenants or agreements.

(b) *Service Area Expenses.* All expenses that the Residential Association incurs or expects to incur in connection with the ownership, maintenance, and operation of Limited Common Areas, or in providing other benefits and services to a Service Area, including any operating reserve or reserve for repair and replacement of capital items maintained for the benefit of the Service Area, are considered "**Service Area Expenses.**" Service Area Expenses may include a reasonable administrative charge in such amount as the Board deems appropriate, provided that any such administrative charge is applied at a uniform rate per Unit among all Service Areas receiving the same service.

## 12.2. Budgeting for and Allocating Residential Association Expenses.

(a) *Preparation of Budget.* At least 60 days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year ("**General Budget**"). In addition, the Board shall prepare a separate budget for each Service Area reflecting the estimated Service Area Expenses that the Residential Association expects to incur for the benefit of such Service Area in the coming year ("**Service Area Budget**").

The estimated expenses in each budget shall include, in addition to any operating reserves, a reasonable contribution to a reserve fund for repair and replacement of any capital items to be maintained as a Common Expense or as a Service Area Expense of the Service Area for whom the budget is prepared, as applicable. In determining the amount of such reserve contribution, the Board shall take into account the number and nature of replaceable assets, the expected useful life of each, the expected repair or replacement cost, and the contribution required to fund the projected needs by annual contributions over the useful life of the asset.

Each budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Units (including amounts to which the Residential Association is entitled pursuant to any Covenant to Share Costs established pursuant to Section 9.5 or other agreement), and the amount to be generated through the levy of Base Assessments and Service Area Assessments pursuant to subsections (b) and (c).

(b) *Calculation of Base Assessments.* The total budgeted Common Expenses, less any income anticipated from sources other than assessments against the Units (including any Covenant to Share Costs established pursuant to Section 9.5), shall be allocated equally among all Units subject to assessment under Section 12.5 and levied as a "**Base Assessment,**" subject to the provisions of subsection (e).

(c) *Calculation of Service Area Assessments.* The total Service Area Expenses budgeted for each Service Area shall be allocated among all Units in the Service Area that are subject to assessment under Section 12.5 and levied as a "**Service Area Assessment,**" subject to the provisions of subsection (e). Unless other-

wise specified in any Supplement applicable to a Service Area, Service Area Assessments shall be set at a uniform rate per Unit in the Service Area, except that any portion of the assessment intended for exterior maintenance of structures, insurance on structures, or replacement reserves which pertain to particular structures may be levied on each of the benefited Units in proportion to the benefit received, as the Board may reasonably determine.

All amounts the Residential Association collects as Service Area Assessments shall be held in trust for and expended solely for the benefit of the Service Area for which they were collected and shall be accounted for separately from the Residential Association's general funds.

(d) *Founder's Subsidy Option.* The Founder may, but shall not be obligated to, reduce the Base Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by the Founder under Section 12.6(b)). Any such subsidy may be treated as a contribution, an advance against future assessments due from the Founder, or a loan, in the Founder's discretion. Any such subsidy and the characterization thereof shall be conspicuously disclosed as a line item in the income portion of the budget. Payment of such subsidy in any year shall not obligate the Founder to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Residential Association and the Founder.

(e) *Notice of Budget and Assessment; Right to Disapprove.* The Board shall send a copy or summary of each applicable budget, together with notice of the amount of the Base Assessment and any Service Area Assessment to be levied pursuant to such budgets, to each Owner at least 30 days prior to the due date of the assessments to be levied pursuant to such budget. The General Budget shall automatically become effective unless disapproved at a meeting by Voting Delegates representing at least 75% of the total votes in the Residential Association and by the Founder Member, if such exists. Each Service Area Budget shall automatically become effective unless disapproved at a meeting by Owners of at least 67% of the Units within the Service Area and by the Founder Member, if such exists, except that the right to disapprove a Service Area budget shall apply only to those line items which are attributable to services or benefits requested by the Service Area and shall not apply to any item which the Governing Documents require to be assessed as a Service Area Expense.

There shall be no obligation to call a meeting for the purpose of considering any budget except, in the case of the General Budget, on petition of the Voting Delegates as provided for special meetings in the By-Laws, and in the case of a Service Area Budget, on petition of Owners of at least 2/3 of the Units within the Service Area. Any such petition must be presented to the Board within 10 days after delivery of the budget and notice of any assessment.

If any proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined.

(f) *Budget Revisions.* The Board may revise the budget and adjust the Base Assessment or Service Area Assessments anytime during the year, subject to the same notice requirements and rights to disapprove set forth in subsection (e) above.

### 12.3. Special Assessments.

The Residential Association may levy "Special Assessments" to cover Common Expenses or Service Area Expenses that are non-routine, unanticipated, or in excess of those anticipated in the applicable budget. Except as otherwise specifically provided in this Charter, any Special Assessment for Common Expenses shall require the affirmative vote or written consent of Voting Delegates representing more than

50% of the votes attributable to Units subject to assessment under Section 12.5 and shall be allocated equally among all such Units. Any Special Assessment for Service Area Expenses shall require the affirmative vote or written consent of Owners representing more than 50% of the total votes allocated to Units in the benefited Service Area and shall be allocated in the same manner as Service Area Assessments under Section 12.1(c). In addition, as long as the Founder Membership exists, any Special Assessment shall also be subject to the Founder's written consent. Special Assessments shall be payable in such manner and at such times as the Board determines and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

#### **12.4. Specific Assessments.**

The Residential Association may levy "Specific Assessments" against a particular Unit or Other Properties as follows:

(a) to cover the costs, including overhead and administrative costs, of providing services to the Unit or Other Properties upon request of the owner thereof pursuant to any menu of optional services which the Residential Association may offer (which might include the items identified in Section 10.1). Specific Assessments for optional services may be levied in advance of the provision of the requested service;

(b) in the case of an Occupied Unit, to cover the charges for services provided to all Occupied Units pursuant to any bulk service or similar agreement which the Residential Association has entered into pursuant to Section 10.1;

(c) to cover costs incurred in bringing the Unit or Other Properties into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Unit, their agents, contractors, employees, licensees, invitees, or guests; however, the Board shall give the Unit Owner or Person responsible for maintenance of Other Properties prior written notice and an opportunity for a hearing in accordance with the By-Laws, before levying any Specific Assessment under this subsection (c);

(d) to cover the Unit's pro rata share of any costs that the Residential Association incurs in bringing the Service Area of which the Unit is a part into compliance with the provisions of the Governing Documents; however, the Board must give prior written notice to the Owners of Units in the Service Area and an opportunity for such Owners to be heard before levying any such assessment;

(e) to cover any deductible assessed against the Owner of Unit pursuant to Section 11.2; and

(f) to cover any other amounts that the Governing Documents authorize the Residential Association to charge to a particular Owner or levy against any particular Unit.

#### **12.5. Authority to Assess Owners; Time of Payment.**

(a) The Founder hereby establishes and the Residential Association is hereby authorized to levy assessments as provided for in this Article and elsewhere in the Governing Documents. The obligation to pay assessments shall commence as to each Unit on the first day of the month following the date on which the Unit is made subject to this Charter or the effective date of the Residential Association's first General Budget, whichever is later. The first annual Base Assessment and Service Area Assessment, if any, levied on each Unit shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Unit.



(b) Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Unit and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment and any Service Area Assessment shall be due and payable in advance on the first day of each fiscal year.

(c) If any Owner is delinquent in paying any assessments or other charges levied on his Unit, the Board may require the outstanding balance on all assessments to be paid in full immediately. However, if requested by the delinquent Owner, the Board shall establish an alternative payment schedule by which the Owner may make payments to the Residential Association to satisfy the delinquency over a period of not less than three months nor more than 18 months from the date of such Owner's request without accruing additional monetary penalties (reasonable costs associated with administering the payment plan or interest are not considered monetary penalties hereunder), except that the Residential Association shall not be required to enter into a payment plan with an Owner who has defaulted under the terms of a previous payment plan entered into within the preceding two years. The Board shall adopt and record guidelines for establishing the payment schedule under an alternative payment plan pursuant to this Section. It shall be a condition of any alternative payment plan that the Owner keep current on all assessments accruing after the date of commencement of the alternative payment plan. If an alternative payment plan is requested and agreed to by a delinquent Owner, the Residential Association shall not sue to collect any delinquent amounts or to foreclose its lien under Section 12.7 so long as the Owner is not in default under the terms of such alternative payment plan.

(d) Payments received from an Owner by the Residential Association shall be applied to the amounts owed by such Owner in the following order of priority:

- (i) first to delinquent assessment;
- (ii) then to any current assessment;
- (iii) then to any attorney's fees or third party collection costs incurred by the Residential Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
- (iv) then to any other attorney's fees incurred by the Residential Association which the Residential Association is entitled to charge to such Owner's account;
- (v) then to any fines assessed by the Residential Association against such Owner or the occupants of such Owner's Unit; and
- (vi) then to any other amount owed by such Owner to the Residential Association.

Notwithstanding the above, if the Owner is in default under a payment plan entered into pursuant to subsection (c) at the time the Residential Association receives a payment from an Owner, the Residential Association shall not be required to apply the payment in the order of priority specified herein. However, in applying the payment, a fine assessed by the Residential Association may not be given priority over any other amount due.

#### **12.6. Obligation for Assessments.**

(a) *Personal Obligation.* By accepting title to a Unit or entering into a recorded contract to purchase any Unit, each Owner covenants and agrees to pay all assessments authorized in the Governing Documents. All assessments, together with interest (computed from its due date at a rate of 10% per annum or such higher rate as the Board may establish, subject to the limitations of Texas law), late charges as determined by Board resolution, costs, and reasonable attorneys fees, shall be the personal obligation of each Owner and a lien upon each Unit until paid in full; provided, an Owner shall not be liable for fees of a collection agent

retained by the Residential Association except as provided in Tex. Prop. Code §209.0064. Upon a transfer of title to a Unit, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

The Board's failure to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments and Service Area Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Residential Association may retroactively assess any shortfall.



*By buying a Unit in the Residential Community each Owner agrees to pay all assessments levied against his or her Unit. If the Owner does not pay on time, that Owner will be charged late fees on all past due amounts. Owners may not claim a reduction in their assessments due to action or inaction by the Residential Association.*

No Owner may exempt himself or herself from liability for assessments by non-use of Common Area, abandonment of his or her Unit, or non-use of services provided to all Units or to all Units within the Service Area to which the Unit is assigned. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Residential Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

(b) *Founder's Financial Obligations to Residential Association.* The Founder shall be liable for assessments on any Units it owns that are subject to assessment under this section, except that during the Founder Control Period, the Founder may satisfy its obligation to pay Base Assessments and Special Assessments for Common Expenses on Units it owns either by paying such assessments in the same manner as any other Owner, or by paying (i) any shortfall under the applicable budget resulting from events other than failure of other Owners to pay their assessments, and (ii) any budgeted contributions to reserves in accordance with the applicable budget. After termination of the Founder Control Period, the Founder shall pay Base Assessments on any Units it owns that are subject to assessment under Section 12.5 in the same manner as any other Owner liable for such assessments.

Regardless of the Founder's election under this section, any of the Founder's financial obligations to the Residential Association may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these.

(c) *Assessment Statement.* Within seven days after receipt of a written request from any Owner, Mortgagee, prospective Mortgagee, or prospective purchaser of a Unit, delivered personally or sent by certified mail, first-class postage prepaid, return receipt requested to the Residential Association's registered agent or designee, the Residential Association shall issue a written statement setting forth the amount of any unpaid assessments with respect to such Unit, the amount of current periodic assessments, and the date on which such assessment becomes or became due, and any credit for advanced payments or prepaid items.

The Residential Association may require the payment of a reasonable processing fee for issuance of such statement. Such statement shall be binding upon the Residential Association as to Persons who rely thereon in good faith.

## 12.7. Lien for Assessments.

(a) *Existence of Lien.* The Residential Association shall have a lien against each Unit to secure payment of assessments, as well as interest, late charges (subject to the limitations of Texas law), and costs of collection (including attorneys fees and expenses). Such lien shall be superior to all other liens except (i) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (ii) the lien or charge of any recorded Mortgage made in good faith and for value having first priority over any other Mortgages on the Unit.

Although no further action is required to create or perfect the lien, the Residential Association may, as further evidence and notice of the lien, execute and record a document setting forth as to any Unit the amount of the delinquent sums due the Residential Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However, the failure of the Residential Association to execute and record any such document shall not affect the validity, enforceability, or priority of the lien.

(b) *Enforcement of Lien.* Subject to Section 12.5 and this subsection (b), the Residential Association's lien may be foreclosed through judicial or, to the extent allowed by law, nonjudicial foreclosure proceedings in accordance with Tex. Prop. Code Section 51.002, as it may be amended, in like manner of any deed of trust on real property, after compliance with the procedures set forth in Chapters 51 and 209 of the Tex. Prop. Code, if applicable. Each Owner hereby grants to the Residential Association, whether or not it is so expressed in the deed or other instrument conveying such Unit to the Owner, a power of sale to be exercised in accordance with Tex. Prop. Code Section 51.002, as it may be amended. The Residential Association shall not foreclose its lien if the debt secured by the lien consists solely of (i) fines or attorneys fees associated with fines; or (ii) charges related to the compilation, production, or reproduction of information requested pursuant to the Owner's right to inspect the Association's books and records under the By-Laws.

The Residential Association may bid for the Unit at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Unit. While a Unit is owned by the Residential Association following foreclosure: (i) no right to vote shall be exercised on its behalf; (ii) no assessment shall be levied on it; and (iii) each other Unit shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Residential Association.

Subject to Section 12.5, the Residential Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same, in addition to pursuing any and all remedies allowed by law to enforce the lien.

(c) *Effect of Sale or Transfer.* Sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish the Residential Association's lien for assessments which became payable prior to such sale or transfer. A purchaser at a foreclosure sale or subsequent Owner of the foreclosed Unit shall not be personally liable for assessments on such Unit due prior to such foreclosure. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Units subject to assessment under Section 12.5, including such acquirer, its successors and assigns.

Any such sale or transfer pursuant to foreclosure shall not relieve the purchaser or transferee of the Unit from liability for, nor the Unit so sold or transferred from the lien of, any assessments thereafter becoming due.



*If an Owner does not pay his or her assessments on time, the Residential Association may foreclose its lien on the Owner's Unit, causing it to be sold to pay the past due assessments. The Residential Association may also sue an Owner in court to recover past due assessments.*

#### **12.8. Exempt Property.**

The following property shall be exempt from payment of Base Assessments, Service Area Assessments, and Special Assessments:

(a) All Common Area and such portions of the property owned by the Founder or a Founder Affiliate as are included in the Area of Common Responsibility;

(b) Any property owned by the VMMD or PID or dedicated to and accepted by any governmental authority or public utility; and

(c) Property owned by any Neighborhood Association for the common use and enjoyment of its members or owned by the members of a Neighborhood Association as tenants-in-common.

In addition, the Residential Association may, by resolution, grant exemptions to certain Persons qualifying for tax-exempt status under Section 501(c) of the Internal Revenue Code so long as such Persons own property subject to this Charter for purposes listed in Section 501(c) of the Internal Revenue Code.

#### **12.9. Capitalization of Residential Association.**

The first Owner of each Unit other than the Founder, a Founder Affiliate, or a Builder designated by the Founder shall make a contribution to the working capital of the Residential Association in an amount equal to one-sixth of the annual Base Assessment per Unit for that year. This amount shall be in addition to, not in lieu of, the annual Base Assessment, and any Service Area Assessment levied on the Unit and shall not be considered an advance payment of such assessments. This amount shall be due and payable to the Residential Association immediately upon transfer of title for its use in covering initial start-up expenses, operating expenses, and other expenses it incurs pursuant to this Charter and the By-Laws.

#### **12.10. Use and Consumption Fees.**

The Board may charge use and consumption fees to any Person using Residential Association services or facilities and may determine the amount and method of determining such fees. Different fees may be charged to different classes of users (e.g., Owners and non-Owners).

#### **12.11. Lifestyle Fees Upon Transfer of Title.**

(a) *Authority.* As an additional funding source, the Board may establish and collect a Lifestyle Fee upon each transfer of title to a Unit, except such transfers as are exempt under Section 12.11(d). The fee shall be in an amount determined pursuant to Section 12.11(c), shall be charged to the seller of the Unit and shall be payable to the Residential Association at the closing of the transfer. The fee shall constitute an assessment against the Unit being transferred and shall be secured by the Residential Association's lien for assessments under Section 12.7. Each Owner shall notify the Residential Association's Secretary or designee at least seven days prior to the scheduled closing and provide the name of the buyer, the date of title transfer, and other information the Board may reasonably require.

(b) *Purpose.* The Lifestyle Fees shall be placed in a segregated account and used to provide funding for activities, programs, and other uses which enhance the welfare and lifestyle of residents and the sense of community within and outside of Viridian, as the Board may determine appropriate. The Board may appoint a Lifestyle Committee in accordance with the By-Laws to develop a budget for and make recommendations to the Board as to use of the Lifestyle Fees. For example, Lifestyle Fees might be used to sponsor or fund, or to assist one or more tax-exempt entities in sponsoring or funding:

- cultural and artistic programs and activities;
- social activities and events such as festivals and holiday celebrations and activities designed to promote interaction and community pride;
- a community website, intranet, or other technology to facilitate communication and participation in Residential Association activities;
- youth programs and charter clubs;
- health and wellness programs, recreational leagues, and other programs to encourage physical fitness, healthy lifestyles, and social interaction;
- educational programs to encourage lifelong learning;
- community improvement and beautification;
- recycling, conservation, and other environmental programs;
- preservation and maintenance of natural areas, wildlife preserves, or similar conservation areas and sponsorship of educational programs and activities that contribute to the overall understanding, appreciation, and preservation of the natural environment within and surrounding Viridian;
- making of grants and contributions to non-profit or tax-exempt entities whose missions benefit the Residential Community and the larger community of which it is a part; and
- other services, activities and programs designed to enhance the welfare and lifestyle of residents and the sense of community within and outside of Viridian.

Lifestyle Fees shall not be used to engage in any political activity, including lobbying, protesting, or taking or asserting a position in any zoning matter.

Subject to this Section 12.11, the Board's judgment in determining the allocation and expenditure of such funds shall be final so long as such judgment is exercised in good faith, and the Residential Association, its directors, and officers shall not be liable to any Person for any error in judgment or any action or inaction relating to the expenditure of such funds, except that nothing in this Section shall relieve any person of liability for gross negligence or willful misconduct in the handling of such funds.

(c) *Fee Determination.* The Board shall have the sole discretion to determine the amount of and method of calculating the Lifestyle Fee. The fee may be fixed or based upon a sliding scale that varies according to the "gross sales price" of the property or any other factor the Board deems appropriate. How-

ever, the Lifestyle Fee may not exceed one-quarter of one percent (0.25%) of the Unit's gross sales price, or in the case of a transfer other than a sale at fair market value, the average of the Lifestyle Fee paid upon the last five non-exempt transfers. The "gross sales price," for purposes of this section, shall mean the total amount paid by the purchaser for the real property, excluding customary closing costs.

(d) *Exempt Transfers.* Notwithstanding the above, no Lifestyle Fee shall be levied upon transfer of title to a Unit:

- (i) by or to the Founder or a Founder Affiliate;
- (ii) by a Builder designated by the Founder who held title solely for purposes of development and resale;
- (iii) by a co-Owner to any Person who was a co-Owner immediately prior to such transfer;
- (iv) to the Owner's estate, surviving spouse, or heirs at law upon the death of the Owner;
- (v) to an entity wholly owned by the grantor or to a family trust created by the grantor for the benefit of grantor, his or her spouse, and/or heirs at law; provided, upon any subsequent transfer of an ownership or beneficial interest in such entity, the Lifestyle Fee shall become due;
- (vi) to an institutional lender pursuant to the terms of its Mortgage or upon foreclosure of its Mortgage, and to the first purchaser of the Unit from such institutional lender;
- (vii) to a person who purchased the Unit at the foreclosure sale upon foreclosure of a Mortgage held by an institutional lender; or
- (viii) under circumstances which the Board, in its discretion, deems to warrant classification as an exempt transfer (e.g., a transfer made solely for estate planning purposes may be, but is not required to be, deemed exempt from payment of the Lifestyle Fee).

\* \* \*

## PART FOUR: RELATIONSHIPS WITHIN AND OUTSIDE THE RESIDENTIAL COMMUNITY

### ARTICLE 13 EASEMENTS

*The easements created in this Article establish the rights of Owners to use the Common Area and create various rights for the benefit of Owners, the Founder, the Residential Association, and others over property within the Residential Community. Some of these rights are related to development and construction within the Residential Community and on adjacent property, while others relate to the Residential Association's rights to come upon property of others to fulfill its responsibilities and the interrelationships between the Residential Community and the owners of adjacent property.*

### 13.1. Easements in Common Area.



*An easement is one person's right to go onto the property of another.*

The Founder grants to each Owner a nonexclusive right and easement of use, access, and enjoyment in and to the Common Area, subject to:

- (a) The Governing Documents and any other applicable covenants;
- (b) Any restrictions or limitations contained in any deed conveying such property to the Residential Association;
- (c) Certain Owners' rights to the exclusive use of those portions of the Common Area designated as Limited Common Area; and
- (d) The Board's right to:
  - (i) adopt rules regulating Common Area use and enjoyment, including rules limiting the number of guests who may use the Common Area, and to charge use fees for such use;
  - (ii) suspend an Owner's right to use Common Area facilities;
  - (iii) dedicate or transfer all or any part of the Common Area, subject to such approval requirements as may be set forth in this Charter;
  - (iv) impose reasonable membership requirements and charge reasonable admission or other use fees for the use of any recreational facility situated upon the Common Area;
  - (v) rent any portion of any clubhouse or other Common Area facility on an exclusive or non-exclusive short-term basis to any Person;
  - (vi) permit use of any recreational facilities situated on the Common Area by the general public, which use may be subject to admission charges, membership fees, or other user fees established in the Board's discretion; and
  - (vii) mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and
- (e) the right of the Founder and its designees to use the Common Area pursuant to Section 18.2.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable Board regulation. An Owner who leases his or her Unit shall be deemed to have assigned all such rights to the lessee of such Unit for the period of the lease.

### 13.2. Easements of Encroachment.



An encroachment occurs when a person's home, fence, or other structure extends onto his or her neighbor's property. This section permits minor, inadvertent encroachments to remain.

The Founder grants reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and any adjacent Common Area and between adjacent Units. A permitted encroachment is a structure or fixture that extends unintentionally from one person's property onto another's a distance of less than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. An encroachment easement shall not exist if the encroachment results from willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

### 13.3. Easements for Utilities, Etc.

(a) *Installation and Maintenance.* During the Development and Sale Period, the Founder reserves for itself and grants to the Residential Association and all utility providers, perpetual non-exclusive easements throughout the Residential Community (but not through a structure) to the extent reasonably necessary to:

(i) install utilities and infrastructure to serve the Residential Community, other Technology Systems, security and similar systems, and drainage systems;

(ii) install walkways, pathways and trails, street lights, and signage on property the Founder or the Residential Association owns or within public rights-of-way or easements reserved for such purpose on a recorded plat;

(iii) inspect, maintain, repair, and replace the utilities, infrastructure, and other improvements described above; and

(iv) access and read utility meters.

Notwithstanding the above, the Founder reserves the right to deny access to any utility or service provider, to the extent permitted by law, or to condition such access on negotiated terms.

(b) *Specific Easements.* The Founder also reserves the nonexclusive right and power to grant and record such specific easements consistent with Section 13.3(a) as it deems necessary to develop the property described in Exhibits "A" and "B." The location of the specific easement shall be subject to the written approval of the Owner of the burdened property, which approval shall not unreasonably be withheld, delayed, or conditioned.

(c) *Minimal Interference.* All work associated with the exercise of the easements described in subsections (a) and (b) of this section shall be performed so as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to the condition existing prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into the structures on any Unit, nor shall it unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.



#### **13.4. Easements to Serve Additional Property.**

The Founder hereby reserves for itself and its duly authorized agents, successors, assigns, and Mortgagees, an easement over the Common Area for the purposes of enjoyment, use, access, and development of the property described in Exhibit "B," whether or not such property is made subject to this Charter. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property. The Person exercising such easement rights shall be responsible for any damage caused to the Common Area as a result of their actions in connection with development of such property. This easement shall also include, without limitation, the right to make any or all of the Common Area facilities available on a temporary or permanent basis to owners of any portion of the property described on Exhibit "B."

If the above easement grants permanent access to and from any property which is not submitted to this Charter, or permanent use privileges to the owners of any property which is not submitted to this Charter, the Founder, or its successors or assigns, shall establish, by agreement with the Residential Association or covenant on the benefited property, a reasonable arrangement by which the owners of the benefited property or any mandatory membership owners Residential Association having jurisdiction over such property shall (a) share on a reasonable basis the costs which the Residential Association incurs in connection with the ownership, maintenance, repair, replacement, operation, and insurance, of the Common Area facilities of which use is shared pursuant to this easement, or (b) provide reciprocal rights to the Residential Association's Members to use comparable facilities within such portion of the Additional Property, or (c) a combination of (a) and (b). The shared maintenance costs may include maintenance to or along any roadway providing access to the benefited property. Notwithstanding the foregoing, the Founder and the Residential Association may grant easements to the general public for use of property or facilities owned or maintained by the Residential Association without seeking compensation or reimbursement for use by the general public.

#### **13.5. Easements for Maintenance, Emergency, and Enforcement.**

By this Charter, the Founder grants to the Residential Association easements over the Residential Community as necessary to enable the Residential Association to fulfill its maintenance responsibilities under Sections 6.2 and 9.2 and its enforcement rights under Section 8.2. The Residential Association shall also have the right, but not the obligation, to enter upon any Unit for emergency, security, and safety reasons, to perform maintenance, to inspect for compliance with the Governing Documents, and to enforce the Governing Documents. Any member of the Board and its duly authorized agents and assignees and all emergency personnel in the performance of their duties may exercise such right. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

#### **13.6. Easement for Fence and Landscape Maintenance.**

The Founder reserves for itself, the Residential Association, and their successors, assigns, and designees, a perpetual, nonexclusive right and easement over portions of the Residential Community lying within 20 feet of the perimeter boundary of the Residential Community, and within 20 feet of the back-of-curb of any public or private street, alley, or walkway within or adjacent to the Residential Community, for the purpose of constructing, installing, maintaining, repairing, and replacing perimeter fencing or walls and landscaping along the perimeter boundary of the Residential Community or along public or private streets, alleys, or walkways adjacent to or within the Residential Community. However, nothing in this section shall obligate the Founder, the Residential Association, or any Builder to install fencing, walls, or landscaping, the installation of such items being in the sole discretion of the Founder and the Residential Association.

### 13.7. Easements for Lake, Creek and Pond Maintenance and Flood Water.

The Founder reserves for itself, the Residential Association, and their respective successors, assigns, and designees, the nonexclusive right and easement, but not the obligation, to enter upon bodies of water and wetlands located within the Area of Common Responsibility to: (a) install, operate, maintain, and replace pumps to supply irrigation water to the Area of Common Responsibility; (b) construct, maintain, and repair structures and equipment used for retaining water; and (c) maintain such areas in a manner consistent with the Community-Wide Standard. The Founder, the Residential Association, and their respective successors, assigns, and designees shall have an access easement over and across any portion of the Residential Community which abuts or contains bodies of water or wetlands, to the extent reasonably necessary to exercise their rights under this section.

The Founder further reserves for itself, the Residential Association, and their respective successors, assigns, and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Area and Units (but not the dwellings thereon) adjacent to or within 50 feet of bodies of water and wetlands within the Residential Community, in order to: (i) temporarily flood and back water upon and maintain water over such property; (ii) alter in any manner and generally maintain the bodies of water and wetlands within the Area of Common Responsibility; and (iii) maintain and landscape the slopes and banks pertaining to such areas. All Persons entitled to exercise these easements shall use reasonable care in and repair any damage resulting from the intentional exercise of such easements. Nothing herein shall be construed to make the Founder or any other Person liable for damage resulting from flooding due to weather events or other natural occurrences.

### 13.8. Private Streets and Alleys.

(a) *Rights of Residential Association and Owners.* Until such time as the Founder conveys any private street or alley within the Residential Community ("Private Street") to the Residential Association, or dedicates it to the VMMD or to the general public, the Private Street shall be subject to a temporary, non-exclusive easement for access, ingress, and egress for the benefit of the Residential Association, each Unit and the Owner thereof, and each other portion of the Residential Community.

Use of any Private Street shall be subject to and in accordance with any rights and easements set forth in this Charter, on the recorded plat, and in any law, ordinance, or regulation governing the use of such street. Use of any Private Street may be restricted by plat or Supplement to the Owners of Units shown on the plat depicting such Private Street and their guests and invitees.

(b) *Service Easements.* The Founder hereby creates a perpetual, nonexclusive easement for access, ingress, and egress over any Private Street for law enforcement, fire fighting, paramedic, rescue, and other emergency vehicles, equipment, and personnel; for school buses; for U.S. Postal Service delivery vehicles and personnel; and for vehicles, equipment, and personnel providing garbage and/or recycling collection service to the Residential Community, provided that such easement shall not authorize any such Persons to enter the Private Streets except while acting in their official capacities.

The existence of these easements shall not preclude the Residential Association from maintaining gates or other devices or systems designed to limit general vehicular access over any Private Street to portions of the Residential Community, provided that the Residential Association at all times maintains systems and/or procedures to permit the uncontested entry of Persons authorized to exercise the easements granted in this subsection (b) without unreasonable interference or delay.

### 13.9. Easements Over Property of VMMD and PID.

The Founder intends to convey to the VMMD and/or PID certain portions of the Residential Community for development, use, and operation as a lake, lakeshore park, trail system, and related amenities and improvements (collectively, the "District Facilities"). The Founder hereby reserves to itself and grants to the Residential Association and its members, for the benefit of the Owners and occupants of Units and their guests, a nonexclusive right and easement of use, access, and enjoyment over the District Facilities, whether owned by the Founder, the VMMD, the PID, or their successors, successors-in-title, or assigns, subject to (a) such reasonable rules and operating policies as the owner of the respective District Facilities may establish and apply uniformly to all authorized users of the District Facilities; and (b) such Rules as the Residential Association may establish governing conduct and activities within Viridian.

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## ARTICLE 14 PRIVATE AMENITIES

*A golf course and various other recreational facilities may be located within or in the vicinity of the Residential Community that are privately owned and operated by Persons other than the Residential Association. Those facilities are not part of the Common Area of the Residential Community, and ownership of property in the Residential Community does not give any person the right to use them. This Article explains the right of the owners of those facilities to determine if and on what terms they wish to make their facilities available for use by Owners. It also establishes certain rights for the benefit of the owners of such facilities.*

Any property and facilities located within, adjacent to, or near the Residential Community which Persons other than the Residential Association own and operate for recreational and related purposes are "Private Amenities." No Person gains any right to enter or to use any Private Amenity by virtue of membership in the Residential Association or ownership or occupancy of a Unit. Access to and use of any Private Amenity is strictly subject to the rules and procedures of the owner of such Private Amenity.

All Persons are hereby advised that no representations or warranties have been or are made by the Founder, the Residential Association, any Builder, or by any Person acting on behalf of any of the foregoing with regard to the continuing ownership or operation of the Private Amenities. No purported representation or warranty in such regard, written or oral, shall be effective unless specifically set forth in a written instrument which the record owner of the Private Amenity executes.

Ownership or operation of any Private Amenity may change at any time. This may be for different reasons, such as (a) the sale to or assumption of operations by an independent Person, or (b) establishment of, or conversion of the membership structure to, an "equity" club or similar arrangement whereby the members of a Private Amenity or an entity owned or controlled by its members become the owner(s) and/or operator(s) of the Private Amenity. Consent of the Residential Association, any Neighborhood Association, any Voting Delegate, or any Owner shall not be required to effectuate any change in ownership or operation of any Private Amenity, subject to the terms of any written agreements entered into by such owners.

Rights to use the Private Amenities will be granted only to such persons, and on such terms and conditions, as may be determined by their respective owners. Such owners shall have the right, from time to time in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of their respective Private Amenities and to terminate use rights altogether.

\* \* \*

## ARTICLE 15 DISCLOSURES AND WAIVERS

*This Article discloses some important information about the Residential Community for the benefit of prospective purchasers of property in the Residential Community. Each home buyer or new Owner, by accepting title to property in the Residential Community, and each occupant or guest of a Unit, by occupying the Unit or entering the Residential Community, also accepts and agrees to the matters set forth in this Article.*

### 15.1. Public Access.

Many of the streets within the Residential Community will be public streets, and, as a result, the general public may be able to gain access to Common Areas, including, but not limited to, sidewalks, parks, trails and paths, and other neighborhood spots conducive to gathering and interaction. Other areas within Viridian will also be open to the general public, including commercial areas, lakes, and rivers. The Residential Association may, but shall have no obligation to, control public access or police Common Areas or other portions of the Residential Community to identify and eject unauthorized persons. Neither the Founder nor the Residential Association shall have any obligation to construct or install walls or fences or to implement any other measures to secure the perimeter boundaries of the Residential Community or any part of the Residential Community in order to prevent or restrict entry by the general public.

In addition, certain facilities and areas within the Residential Community, including some facilities which are part of the Common Area, may specifically be open for use and enjoyment by the public and for special events, which may increase traffic and the number of vehicles being parked on Common Areas and other designated parking areas in the Residential Community. The Founder may designate such facilities and areas as open to the public at the time the Founder makes them a part of the Area of Common Responsibility, or the Board may so designate at any time thereafter.

### 15.2. Nonresidential and Neighboring Uses.

Viridian is planned as a mixed-use community which has or is expected to have with nonresidential uses in close proximity to residential Units. There is no guarantee as to the specific retailers or types of businesses that may choose to locate in Viridian or the hours that such businesses may be open. The particular mix of non-residential uses within Viridian may change from time to time. Such uses may include restaurants, bars, and other establishments that draw crowds and generate traffic, noises, odors, and light which may affect surrounding properties. By accepting title to or taking occupancy of a Unit, each Owner and occupant expressly assumes the risk of such Unit being affected by traffic, parking, noise, odors, and lights from the existence or operations of any permitted non-residential use and Persons providing service or supplies in connection with such permitted use.

Every neighborhood is impacted by conditions which different people may find objectionable. Each Owner and occupant of a Unit, by taking title to or occupying a Unit, acknowledges and agrees that there may be conditions within and outside of the Residential Community which he or she may find objectionable and that it shall be the Owner's or occupant's sole responsibility to become acquainted with conditions within and surrounding Viridian which could affect the use and enjoyment of his or her Unit. No representations are made regarding the use or zoning of adjacent property or that the category to which adjacent property is zoned may not change in the future.

The Residential Association, the Commercial Association, or both may utilize the services of horses to patrol portions of Viridian and for other purposes. Stables or other facilities to accommodate horses could be located in Viridian. All Owners and occupants of Units are advised that sights, sounds, and odors commonly associated with horses could be present in Viridian and neither the Founder nor the Residential Association shall have any duty to take steps to minimize or eliminate such sights, sounds, or odors.

Each Owner agrees that the Founder, the Residential Association, and any Founder Affiliate or agents shall not be liable to any Owner or any other Person claiming any loss or damage, including, without limitation, indirect, special, or consequential loss or damage arising from personal injury, death, destruction of property, trespass, loss of enjoyment, or any other alleged wrong or entitlement to remedy based upon, due to, arising from, or otherwise related to the proximity of the Owner's Unit to any nonresidential use or other objectionable uses outside within or outside of Viridian, including without limitation, any claim arising in whole or in part from the negligence of the Founder, any Founder Affiliates, or their agents, or the Residential Association. The Owner agrees to indemnify and hold harmless the Founder, Founder Affiliates and agents, and the Residential Association against any and all such claims by Owner's visitors, tenants, and others upon such Owner's Unit.

### **15.3. Safety and Security.**

Each Owner and occupant of a Unit, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in the Residential Community. The Residential Association may, but shall not be obligated to, maintain or support certain activities within the Residential Community designed to promote or enhance the level of safety or security which each person provides for himself or herself and his or her property. **However, neither the Residential Association nor the Founder shall in any way be considered insurers or guarantors of safety or security within the Residential Community, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.**

No representation or warranty is made that any systems or measures, including security monitoring systems or any mechanism or system for limiting access to the Residential Community cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. **Each Owner acknowledges, understands, and shall be responsible for informing any tenants and other occupants of such Owner's Unit, that the Residential Association, its Board and committees, and the Founder are not insurers or guarantors of security or safety and that each Person within the Residential Community assumes all risks of personal injury and loss or damage to property, including Units and the contents of Units, resulting from acts of third parties.**

### **15.4. Changes in Master Plan.**

Each Owner acknowledges that Viridian is a master planned community, the development of which is likely to extend over many years, and agrees that neither the Residential Association, nor or any Neighborhood Association shall engage in, or use Residential Association funds to support, any protest, challenge, or other form of objection to (a) changes in uses or density of property within the Residential Community, or (b) changes in the Master Plan as it relates to property outside the Residential Community, without the Founder's prior written consent.

#### **15.5. View Impairment.**

Neither the Founder nor the Residential Association guarantee or represent that any view over and across the Units, any open space within Viridian, any body of water, or any golf course or other Private Amenities will be preserved without impairment. Neither the Founder, the Residential Association, the VMMD, or the owner or operator of any Private Amenities shall have any obligation to relocate, prune, or thin trees or other landscaping to provide or maintain views except as may otherwise be required under a separate covenant or agreement. The Residential Association (with respect to the Common Area) and the owners of any Private Amenities (with respect to their Private Amenities) shall have the right to add trees and other landscaping from time to time, subject to applicable law. There shall be no express or implied easements for view purposes or for the passage of light and air.

#### **15.6. Interruptions in and Conformance to Technology Systems and Services.**

Each Owner acknowledges that interruptions in cable television and other Technology Systems and services will occur from time to time. The Founder or any of their respective successors or assigns shall not be liable for, and no Technology System or service user shall be entitled to refund, rebate, discount, or offset in applicable fees for, any interruption in Technology Systems and services, regardless of whether or not such interruption is caused by reasons within the service provider's control.

The Owner of each Unit shall be responsible for ensuring that the dwelling on such Unit is pre-wired to connect to any Technology System installed by or at the request of the Founder pursuant to Section 10.3. If such wiring is installed by a party other than the provider of the Technology System, the Owner shall contact the provider of the Community upon completion of such installation and arrange for the provider of the Technology System to inspect the wiring to ensure compatibility with the Technology System. If authorized by the Founder, the provider of the Technology System may charge the Owner of the Unit a reasonable fee for such inspection. If it is determined that the wiring is not compatible, the Owner of the Unit shall promptly arrange for such wiring to be replaced with wiring that is compatible with the Technology System.

#### **15.7 Notices and Disclaimers as to Future Development Activity.**

Each Owner acknowledges that construction and development activities will be taking place in Viridian until Viridian is completely built out and thereafter as properties are improved, repaired, and modified from time to time. There may be some inconvenience and disturbance during the course of such activities, including such things as construction noise, traffic diversions, and dust and noise emanating from the property upon which such activities are occurring. Neither the Founder nor the Residential Association shall have any duty to take action to abate such inconveniences or disturbances, nor shall either have any liability for personal injury or property damage resulting from such activities or entry into such areas.

#### **15.8. Water Management.**

Each Owner acknowledges and agrees that wetlands and other bodies of water within or adjacent to the Residential Community are not designed as aesthetic features and due to fluctuations in water elevations within the immediate area, water levels will rise and fall. Each Owner further acknowledges and agrees that neither the Founder nor the Residential Association has any control over such elevations. Each Owner agrees to release and discharge the Founder, Founder Affiliates, and the Residential Association from and against any and all losses, claims, demands, damages, costs, and expenses of whatever nature or kind, including reasonable attorneys fees and costs at all tribunal levels, related to or arising out of any claim relating to such fluctuations in water elevations. Owners shall not alter, modify, expand, or fill any bodies

of water or wetlands located within or in the vicinity of the Residential Association without the prior written approval of the Founder and any local, state, or federal regulatory or permitting authorities as may have relevant jurisdiction over such matters.

Some Units are located adjacent to Common Area or other property containing lakes, ponds, or stormwater detention or retention facilities that may from time to time contain water. Owners and occupants of such Units have no right to erect fences, attach docks, build retaining walls, anchor or store boats or other watercraft, or landscape, clear, or otherwise disturb vegetation within natural areas between the boundary of the Unit and the water's edge, or within the nondisturbance buffer on any Unit, except as may specifically be authorized in writing by the Residential Association, the VMMD, or other governmental agency with jurisdiction over such area.

#### **15.9. High Voltage Power Lines; Radio and Telecommunication Towers.**

Every Owner and occupant of a Unit is hereby advised that high voltage power transmission lines and radio and telecommunication towers and related equipment may now or hereafter be located within or in the vicinity of Viridian. While various studies have failed to establish any causal relationship between living in proximity to high voltage power transmission lines or radio towers and cancer or other diseases, there remains some speculation that such a relationship may exist. Every Owner and occupant of a Unit must evaluate such risk for themselves prior to making a decision to purchase and occupy a Unit. The Founder, any Founder Affiliate, Builders, the Residential Association, and their respective members, partners, affiliates, officers, directors, agents, and employees, shall not be liable for any damage or injury to any person or property arising out of or related to the construction, installation, maintenance, or operation of, or proximity to, high voltage power transmission lines and/or radio or telecommunication towers, or any such towers that may now or hereafter be located in or in the vicinity of Viridian.

#### **15.10. Use of Nonpotable Water for Irrigation.**

Each Owner and occupant of a Unit, and their respective guests and invitees, are advised that the water used to irrigate property within or adjacent to the Residential Community may be treated effluent, re-use water or "gray" water. Although such water is considered safe for irrigation and limited contact, it is not suitable for human or animal consumption and should not be used for drinking, bathing, swimming, or any purpose other than irrigation.

#### **15.11. Natural Conditions.**

The Residential Community contains a number of manmade, natural, and environmentally sensitive areas that may serve as habitats for a variety of native plants and wildlife, including insects, venomous and non-venomous snakes and other reptiles, alligators, and other animals, some of which may pose hazards to persons or pets coming in contact with them. Each Owner and occupant of a Unit, and every person entering the Residential Community: (i) acknowledges that such plants and wildlife are indigenous to the area and are not restrained or restricted in their movement within or throughout the Residential Community; and (ii) assumes all risk of personal injury arising from the presence of such plants and wildlife in the Residential Community. Neither the Residential Association, the Founder, any Builder, nor the members, partners, affiliates, officers, directors, agents, or employees of any of them, shall have any duty to take action to control, remove, or eradicate any plant or wildlife in the Residential Community, nor shall they have any liability for any injury resulting from the presence, movement, or propagation of any plant or wildlife within or through the Residential Community.

The natural areas described in this section may also contain creeks, ponds, streams, and other bodies of water or intermittent pools of water, muddy areas, and underbrush, among other things, all of which are important to the ecological balance and maintenance of the area as a wildlife habitat. No Owner or occupant of a Unit shall enter upon or disturb, or permit their guests or any other person acting in their behalf to enter upon or disturb, such areas in any way without the Residential Association's or the Founder's prior written approval.

#### 15.12. Utility Easements.

Portions of the Residential Community may be subject to easements for power transmission lines, natural gas pipelines, and other utility transmission devices. The Residential Association shall have no responsibility for providing maintenance to such areas or improving them to the Community-Wide Standard.

#### 15.13. High Pressure Gas Lines and Gas Drilling Operations.

There are high pressure gas lines and natural gas drill sites located within Viridian. Drill sites may be activated at any time in the sole discretion of the property owner or applicable easement holder, and no prior approval of or notice to any Owner shall be required except as may be required by Texas law. Such drill sites are not necessarily identified as such and the Residential Association may be authorized to maintain and use such drill sites as open space and for recreational purposes until drilling activity commences.

High pressure gas lines and gas-producing drill sites can pose a risk of rupture, explosion, fire, or other safety hazards to persons in the vicinity of such gas lines or drill sites. When active, drill sites may operate 24 hours per day and generate noise audible to occupants of Units and other persons in the vicinity of the drill site. When no longer in use, they may continue to emit hissing sounds or other noises. Neither the Founder, Builders, the Residential Association, nor the members, partners, affiliates, officers, directors, agents, or employees of any of the foregoing, have the ability to control the location or operation of such gas lines or drill sites, and none of them shall have any liability for any damages or injury to any person or property arising out of or related to the location, operation, or existence of such gas lines or drill sites.

#### 15.14. Schools.

No representations are made regarding the future or continued operation of public or private schools, daycare centers, or early childhood programs that currently or may in the future serve the Residential Community, and the Founder makes no commitment to construct or organize any such school or program.

\* \* \*

## ARTICLE 16 RIGHTS OF LENDERS

*In order to enhance each Owner's ability to obtain financing for the purchase of his or her Unit, this Article sets forth various provisions for the benefit of lenders who make mortgage loans and for the benefit of those agencies which guarantee and insure mortgage loans made by institutional lenders.*

The following provisions are for the benefit of holders and guarantors of first Mortgages on Units in the Residential Community. The provisions of this Article apply to both this Charter and to the By-Laws, notwithstanding any other provisions contained therein.



### 16.1. Notice to Residential Association.

Each Owner shall be obligated to provide the Residential Association with the name and street address of the holder or guarantor of any Mortgage encumbering such Owner's Unit. In addition, any institutional holder or guarantor of a Mortgage may provide written notice to the Residential Association stating the name and street address of such holder or guarantor and the address of the Unit to which its Mortgage relates. All such holders and guarantors of Mortgages of which the Residential Association has been notified are referred to as "Eligible Holders."

### 16.2. Special Freddie Mac Provisions.

If a condominium exists within any portion of the Residential Community, and so long as required by Freddie Mac, the provisions of this Section 16.2 shall apply.

(a) *Notices of Action.* If the Residential Association has not been notified of the name and street address of the holder or guarantor of a Mortgage on a Unit, the Residential Association may send any notice required to be sent to Mortgagees to the Unit address, and such act shall be deemed sufficient notice to the Mortgagee of such Unit for all purposes under this Charter and the By-Laws.

Each Eligible Holder will be entitled to timely written notice of:

(i) Any condemnation loss or any casualty loss which affects a material portion of the Residential Community or any Unit on which there is a Mortgage held or guaranteed by such Eligible Holder;

(ii) Any 60-day delinquency in the payment of assessments or charges owed by the Owner of a Unit subject to the Mortgage of such Eligible Holder;

(iii) A lapse, cancellation, or material modification of any insurance policy required to be maintained by the Residential Association; and

(iv) Any proposed action that requires the consent of a specified percentage of Mortgagees.

(b) *Actions Requiring Approval of Eligible Holders.* In addition to such other approvals as may be under this Charter, By-Laws, or the Certificate of Formation, the following actions shall require the approval of Eligible Holders of first Mortgages that represent at least 51% of the Units subject to first Mortgages:

(i) Any action to terminate the legal status of the Residential Community or the Residential Association or to use insurance proceeds for any purpose other than to rebuild damaged Common Area improvements; and

(ii) Any amendment to this Charter, the By-Laws, or the Certificate of Formation of a material adverse nature to Eligible Holders of first Mortgages.

### 16.3. No Priority.

No provision of this Charter or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

#### **16.4. Failure of Mortgagee to Respond.**

Any Mortgagee who receives a written request from the Residential Association to respond to or consent to any action shall be deemed to have approved such action if the Residential Association does not receive a written response from the Mortgagee within 60 days after the Mortgagee actually receives proper notice of the proposal by certified or registered mail, return receipt requested.

#### **16.5. Amendment by Board.**

The purpose of this Article 16 is to facilitate financing of Unit purchases by compliance with secondary mortgage market requirements or standards. Should any institutional or governmental lender, purchaser, insurer, or guarantor of residential mortgage loans, including, for example, Fannie Mae, Freddie Mac, the Department of Housing and Urban Development, or the Department of Veterans Affairs, hereafter eliminate, create, or otherwise revise any of their respective requirements to make, purchase, insure, or guarantee mortgage loans on Units, the Board, without approval of the Owners or Mortgagees, may cause an amendment to this Article to be recorded to comply with such revised requirements. Each Owner, by accepting title to a Unit, and each Mortgagee, by accepting a Mortgage on a Unit, acknowledges and agrees to such amendments and grants to the Board the authority to make changes to this Article 16 as contemplated by this Section.

#### **16.6. Construction of Article 16.**

Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under this Charter, the By-Laws, or Texas law for any of the acts set out in this Article.

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## **PART FIVE: COMMUNITY DEVELOPMENT**

### **ARTICLE 17**

#### **EXPANSION OF THE RESIDENTIAL COMMUNITY**

*Due to the anticipated size of the Residential Community when fully developed, the Residential Community will be developed in phases. The Founder or the Residential Association may expand the initial property submitted to the Charter as set forth in this Article.*

#### **17.1. Expansion by Founder.**

From time to time, the Founder may submit to the terms of this Charter all or any portion of the property described in Exhibit "B" by recording a Supplement describing the additional property to be submitted. The Founder may record such a Supplement without the consent of any Person except the owner of such property, if not the Founder.

The Founder's right to expand the Residential Community under this section expires when all property described in Exhibit "B" has been submitted to this Charter or 40 years after this Charter is recorded, whichever is earlier. Until then, the Founder may transfer or assign this right to any Person who is the

developer of at least a portion of the real property described in Exhibit "A" or "B." Any such transfer shall be described in a recorded instrument executed by the Founder.

Nothing in this Charter shall require the Founder or any successor to submit additional property to this Charter or to develop any of the property described in Exhibit "B" in any manner whatsoever. The Founder may submit different parcels of property to this Charter at different times. The Founder gives no assurances as to the boundaries of the parcels that may be submitted to this Charter, to the order in which the Founder may submit parcels of property to this Charter, or to whether buildings erected on any additional property submitted to this Charter will be compatible with other buildings in the Residential Community in terms of architectural style, quality of construction, principal materials employed in construction, size, or price.

#### **17.2. Expansion by the Residential Association.**

The Residential Association also may submit additional property to this Charter by recording a Supplement describing the additional property. Any Supplement which the Residential Association records must be approved by Voting Delegates representing more than 50% of the total votes in the Residential Association and by the owner of the property to be submitted. In addition, during the Development and Sale Period, the Founder's consent is required. The Residential Association's President and Secretary, the owner of the property, and the Founder, if the Founder's consent is required, shall sign the Supplement.

#### **17.3. Additional Covenants and Easements.**

Any Supplement that the Founder records may impose additional covenants and easements on the property described in such Supplement, such as covenants obligating the Residential Association to maintain and insure such property and authorizing the Residential Association to recover its costs through Service Area Assessments. Such provisions may be included in a Supplement submitting new property to this Charter or may be set forth in a separate Supplement applicable to property previously submitted to this Charter. If someone other than the Founder owns the property, then the Supplement must be signed by such owner evidencing such owner's consent. Any Supplement may add to, create exceptions to, or otherwise modify the terms of this Charter as it applies to the property described in the Supplement, in order to reflect the different character and intended use of such property.

#### **17.4. Effect of Filing a Supplement.**

A Supplement shall be effective upon recording unless otherwise specified in the Supplement. On the effective date of the Supplement, any additional property made subject to this Charter shall be assigned voting rights in the Residential Association and assessment liability in accordance with the provisions of this Charter.

#### **17.5. Condominium Conversions**

In the event that any property under the jurisdiction of the Commercial Association is converted to use as residential units for individual sale to consumers, the owner of such property may, upon withdrawal of such property from the coverage of the covenants administered by the Commercial Association, submit such property to the provisions of this Charter by recording a Supplement describing the property and specifically making it subject to the terms of this Charter. Such Supplement shall not require the consent of the Residential Association, but shall require the signature of an officer of the Residential Association acknowledging it. In addition, the Founder's prior written consent shall be necessary during the Development and Sale Period.

## ARTICLE 18 ADDITIONAL RIGHTS RESERVED TO THE FOUNDER

*This Article reserves various rights to the Founder, in addition to those specifically reserved elsewhere in the Governing Documents, in order to facilitate the Founder's development and sale of property in the Residential Community, to enable the Founder to respond to Owners' concerns, and to protect various property rights and other interests of the Founder.*

### **18.1. Special Development Rights.**

In addition to the rights specifically reserved to the Founder under Article 17 with respect to expanding the Residential Community, the Founder reserves the right, during the Development and Sale Period to:

- (a) create Units, Common Areas, and Limited Common Areas, and to designate roadways, within any portion of Viridian which it owns;
- (b) subdivide or combine any Unit or Units which it owns in order to create larger or additional Units, Common Areas, and/or Limited Common Areas;
- (c) adjust the boundaries of any Units that it owns;
- (d) cause the Residential Association to convey or reconvey portions of any Common Area or Limited Common Area which is not improved with structures as necessary to make minor adjustments in boundary lines between such Common Area or Limited Common Area and adjacent properties; and
- (e) amend this Charter or any Supplement to withdraw property from the Residential Community and the coverage of this Charter, provided that such property has not been improved with a dwelling. Any such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if not the Founder. If the property is Common Area, the Residential Association shall consent to such withdrawal.

### **18.2. Marketing and Sales Activities.**

Notwithstanding anything in the Governance Documents to the contrary, during the Development and Sale Period the Founder and its designees or assigns may construct, use, and maintain upon portions of the Common Area and other property they own, such facilities and activities as, in the Founder's opinion, may reasonably be required, convenient, or incidental to the construction or sale of Units. Such permitted facilities and activities shall include business offices, signs, flags (whether hung from flag poles or attached to a structure), model homes, sales offices, information centers, holding or sponsoring special events, and exterior lighting features or displays. In addition, if reasonably required, convenient, or incidental to construction or sales activities, the Founder and its employees, agents, and designees may park vehicles in designated parking areas. The rights described in this Section 18.2 shall specifically include the right of the Founder and its designees to use Common Area facilities at no charge and to restrict use or access to such facilities by the Residential Association, its Members and others so long as they are being used for the purposes de-

scribed in this Section 18.2. The Founder may authorize Builders to use similar privileges. There shall be no limit on the number or location of such facilities, except as otherwise restricted by law.

### **18.3. Right to Make Improvements, Replat.**

During the Development and Sale Period, the Founder and its employees, agents, and designees shall have a right of access and use and an easement over and upon all of the Common Area and streets and alleys within the Residential Community for the purpose of:

(a) making, constructing, and installing any improvements indicated on recorded subdivision maps or plats of the Residential Community and such improvements to the Common Area and to the Exhibit "B" property as it deems appropriate;

(b) exercising any rights reserved to the Founder under this Charter; and

(c) making repairs or correcting any condition on the Common Area or any Unit.

In addition, during the Development and Sale Period, the Founder may replat property that it owns and convert Units it owns into Common Area.

### **18.4. Right to Approve Changes in Community Standards.**

During the Development and Sale Period, no amendment to or modification of any Rules or Architectural Guidelines shall be effective without prior notice to and the written approval of the Founder.

### **18.5. Additional Covenants and Restrictions.**

During the Development and Sale Period, no one other than the Founder may record any additional covenants or restrictions affecting any portion of the Residential Community without the Founder's written consent. Any instrument recorded without the required consent shall be void and of no force and effect.

### **18.6. Exclusive Rights to Use Name of Development.**


No Person other than the Founder or a Founder Affiliate shall use the name "Viridian" or any derivative of such name or in any logo or depiction associated with Viridian in any printed or promotional material or any Internet website without the Founder's prior written consent. However, Owners may use the name "Viridian" in printed or promotional matter where such term is used solely to specify that particular property is located within the Residential Community, and the Residential Association shall be entitled to use the word "Viridian" in its name.

### **18.7. Technology Systems.**

The Founder reserves for itself and its respective successors and assigns, a perpetual right and easement over those portions of Units lying within 10 feet of the boundaries on any Unit to install and operate such Technology Systems as the Founder, in its discretion, deems appropriate to serve any portion of the Residential Community. Such right shall include, without limitation, the Founder's right to select and contract with companies licensed to provide telecommunications, cable television, and other Technology Systems services in the region. The Founder also has the right to charge or authorize any provider to charge individual users a reasonable fee not to exceed the maximum allowable charge for such service, as from time to time is defined by the laws, rules, and regulations of the relevant government authority, if applicable.

Notwithstanding the above, there is no guarantee or representation that any particular Technology System will be made available.

#### 18.8. Easement to Inspect and Right to Correct.

 *The Founder, or someone it designates, may enter onto exterior portions of any Unit to inspect and correct problems with the Unit. The Founder must give the Owner of the Unit prior notice of such entry unless it is an emergency.*

The Founder reserves for itself and others it may designate the right, but not the obligation, to inspect, monitor, test, redesign, and correct any structure, improvement, or condition which may exist on any portion of the property within the Residential Community, including Units, and a perpetual nonexclusive easement of access throughout the Residential Community to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Unit shall be only after reasonable notice to the Owner, and no entry into an enclosed structure shall be permitted without the Owner's consent. The person exercising this easement shall promptly repair, at such person's own expense, any damage he or she causes. Nothing in this paragraph shall relieve an Owner of the responsibility for the maintenance and repair of his or her Unit.

#### 18.9. Right to Notice of Design or Construction Claims.

Neither the Residential Association, any Owner, or any other Person shall initiate the dispute resolution procedures under Article 19, nor retain an expert for the purpose of inspecting the design or construction of any structures or improvements within the Residential Community in connection with or in anticipation of any potential or pending claim, demand, or litigation involving such design or construction unless the Founder and any builder involved in the design or construction have been first notified in writing, by certified mail, and given an opportunity to meet with the Residential Association and/or the Owner of any affected Unit to discuss the concerns, conduct their own inspection, and take action to remedy any problem in accordance with this section. Any notice to the Founder under this section shall include a description of the alleged defect in design or construction ("Defect"), a description of any damage suffered as a result of the Defect, the date on which the Defect was discovered, and dates and times during ordinary business hours that the Founder may meet with the Owner or the affected Unit or representative of the Residential Association to conduct an inspection.

Nothing in this section shall obligate the Founder to inspect, repair, replace, or cure any alleged Defect. However, if the Founder elects to repair any Defect, it will so notify the Residential Association (if the Defect involves Common Area) or the Owner of the affected Unit (if the Defect is in a Unit) within 30 days after conducting such inspection and the Residential Association or Owner shall permit the Founder, its contractors, subcontractors, and agents access as needed during ordinary business hours to make such repairs which, once begun, shall be completed within a reasonable time, subject to the nature of the repair and unforeseen circumstances. All applicable statutes of limitations shall be tolled during the period of inspection and cure under this Section 18.9, not to exceed the earlier of: (i) 120 days after the date the Founder receives written notice of the Defect in accordance with this section; or (ii) the Founder's delivery to the claimant of written notice that the Founder does not intend to take any further action to remedy the Defect.

In the event there is any dispute as to the adequacy of the proposed repairs to resolve the problem or as to whether repairs that the Founder, its contractors, or subcontractors have performed have remedied the

Defect, the Founder may appoint a third-party inspector who is knowledgeable and experienced in construction of the type at issue to inspect the Defect and make a determination as to whether any proposed solution is adequate or as to whether the Defect has been remedied. The Residential Association, the Founder, and the Owner of the affected Unit agree to accept and abide by the decision of the inspector.

If the Residential Association or any Owner fails to comply with this Section 18.9, neither the Founder nor any Founder Affiliate shall be liable for any general, special, or consequential damages, costs, or diminution in value that might have been avoided had the Founder been given the notice and opportunity to repair described in this section.

#### **18.10. Right to Transfer or Assign the Founder's Rights.**

Any or all of the Founder's special rights and obligations set forth in this Charter or the By-Laws may be transferred in whole or in part, temporarily or permanently, to other Persons. However, such a transfer shall not reduce an obligation nor enlarge a right beyond that which Founder has under this Charter or the By-Laws. No such transfer or assignment shall be effective unless it is in a recorded instrument the Founder signs. The foregoing sentence shall not preclude the Founder from permitting other Persons to exercise, on a one-time or limited basis, any right reserved to the Founder in this Charter where the Founder does not intend to transfer such right in its entirety. In such case, it shall not be necessary to record any written assignment unless necessary to evidence the Founder's consent to such exercise.

#### **18.11. Rights to Stormwater Runoff and Water Reclamation.**

The Founder reserves, for itself and its designees, the exclusive right to capture and reuse all rain water, surface water, and storm water runoff from the Residential Community, except that the right to capture and reuse water from Units shall be limited to water that falls on or enters stormwater drainage or retention facilities, streets, alleys, Common Areas or public property. Each Owner agrees, by acceptance of title to a Unit, that the Founder and its designees shall have such right. Such right shall include an easement over the Residential Community for access and for installation and maintenance of facilities and equipment to capture and transport such water and runoff.

The Founder or its designees may establish programs for reclamation of storm water runoff and waste water for appropriate uses within or outside the Residential Community and may require Owners and occupants of Units to participate in such programs to the extent reasonably practical. No Owner or occupant of a Unit shall have any right to be compensated for water claimed or reclaimed from his or her Unit. The Board shall have the right to establish restrictions on or prohibit outside use of potable water within the Residential Community.

#### **18.12. Termination of Rights.**

Except as otherwise specified above, the rights contained in this Article shall not terminate until the earlier of: (a) termination of the Development and Sale Period; or (b) the Founder's recording of a written statement that all sales activity has ceased.

\* \* \*

## ARTICLE 19

### DISPUTE RESOLUTION AND LIMITATION ON LITIGATION

*From time to time, disputes may arise between Owners or between an Owner and the Residential Association, the Founder, or others involved in the Residential Community. This Article commits the parties to any such dispute to work together in an attempt to resolve the dispute without litigation, in order to facilitate the prompt resolution of such disputes in a manner that respects and builds upon the relationships between the parties. It also requires substantial support of the Residential Association's membership before the Residential Association can engage in certain types of litigation that could result in significant legal and emotional costs to the Residential Community.*

#### 19.1. Agreement to Encourage Resolution of Disputes Without Litigation.

(a) **Bound Parties.** The Founder, the Residential Association, any Neighborhood Association, the VMMD, the PID, and their respective officers, directors, trustees and committee members, all other Persons subject to this Charter, and any Person not otherwise subject to this Charter who agrees to submit to this Article (collectively, "**Bound Parties**"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Residential Community without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described in subsection (b), unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 19.2 in a good faith effort to resolve such Claim.

(b) **Claims.** As used in this Article, the term "**Claim**" shall refer to any claim, grievance, or dispute arising out of or relating to:

- (i) the interpretation, application, or enforcement of the Governing Documents;
- (ii) the rights, obligations, and duties of any Bound Party under the Governing Documents; or
- (iii) the design or construction of Improvements within the Residential Community, other than matters of aesthetic judgment under Article 5, which shall not be subject to review and shall not be subject to this Article;

except as otherwise provided in subsection (c).

(c) **Exceptions.** The following shall not be considered "**Claims**" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 19.2:

- (i) any suit by the Residential Association to collect assessments or other amounts due from any Owner;
- (ii) any suit by the Residential Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Residential Association's ability to enforce the provisions of Part Two of this Charter (relating to creation and maintenance of Residential Community standards);



(iii) any suit that does not include the Founder or the Residential Association as a party, if such suit asserts a Claim that would constitute a cause of action independent of the Governing Documents;

(iv) any suit which affects the material rights or obligations of a party who is not a Bound Party and has not agreed to submit to the procedures set forth in Section 19.2;

(v) any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by Section 19.2(a), unless the party or parties against whom the Claim is made agree to toll, or extend, the Claim's statute of limitations to comply with this Article; and

(vi) any suit by the Residential Association to enforce the Governing Documents where the Residential Association has given the violator notice and either a hearing or an opportunity to cure the violation, or both, prior to the Residential Association filing suit; and

(vii) any suit by the holder of a deed of trust recorded prior to this Charter and encumbering any portion of the Community to enforce the terms of such deed of trust or such holder's rights under this Charter.

## 19.2. Dispute Resolution Procedures.

(a) **Notice.** The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") shall give written notice ("Notice") by mail or personal delivery to each Respondent and to the Board, stating plainly and concisely:

(i) the nature of the Claim, including the Persons involved and the Respondent's role in the Claim;

(ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

(iii) the Claimant's proposed resolution or remedy; and

(iv) the Claimant's desire to meet with the Respondent to discuss, in good faith, ways to resolve the Claim.

(b) **Negotiation.** The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(c) **Mediation.** If the parties have not resolved the Claim through negotiation within 30 days of the date of the Notice (or within such other agreed upon period), the Claimant shall have 30 additional days to submit the Claim to mediation with an entity designated by the Residential Association (if the Residential Association is not a party to the Claim) or to an independent agency providing dispute resolution services in the Dallas-Fort Worth-Arlington metropolitan area. Each Bound Party shall present the mediator with a written summary of the Claim.

If the Claimant does not submit the Claim to mediation within such time, or does not appear for and participate in good faith in the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

If the parties do not settle the Claim within 30 days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.

Each Bound Party shall bear its own costs of the mediation, including attorneys fees, and each Bound Party shall pay an equal share of the mediator's fees.

(d) *Settlement.* Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to comply again with the procedures set forth in this section. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys fees and court costs.

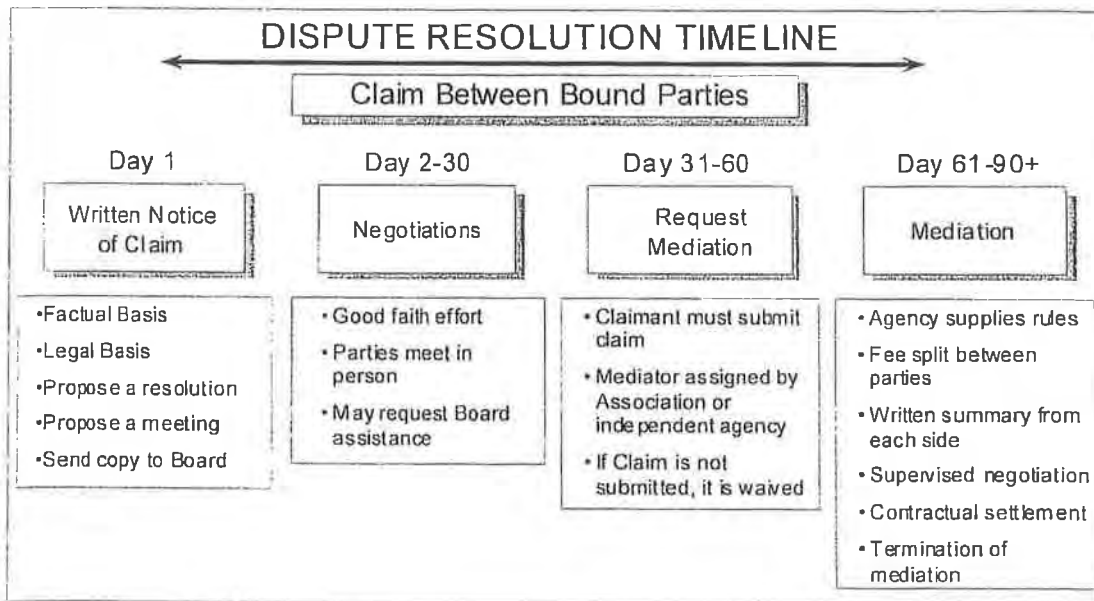


Diagram 19.2

### 19.3. Initiation of Litigation by Residential Association.

In addition to compliance with the foregoing alternative dispute resolution procedures, if applicable, the Residential Association shall not initiate any judicial or administrative proceeding unless first approved by a vote of Voting Delegates entitled to cast 75% of the total votes in the Residential Association, except that no such approval shall be required for actions or proceedings:

- (a) initiated during the Founder Control Period;
- (b) initiated to enforce the provisions of this Charter, including collection of assessments and foreclosure of liens;

(c) initiated to challenge *ad valorem* taxation or condemnation proceedings;

(d) initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or

(e) to defend claims filed against the Residential Association or to assert counterclaims in proceedings instituted against it.

This section shall not be amended unless such amendment is approved by the same percentage of votes necessary to institute proceedings.

\* \* \*

## PART SIX: PROCEDURES FOR AND LIMITATIONS ON CERTAIN ACTIONS

### ARTICLE 20

#### CHANGES IN THE COMMON AREA

*Various influences and circumstances within and outside the Residential Community may give rise to a need or desire to make changes in the ownership of or rights to use Common Area. This Article explains the procedures for dealing with matters such as changing use rights in Common Area or Limited Common Area, partition of the Common Area, and condemnation.*

##### **20.1. Assignment and Reassignment of Limited Common Area.**

The Board may designate a portion of the Common Area as Limited Common Area, and may reassign Limited Common Area, upon approval of the Board and the vote of Voting Delegates representing a majority of the total votes in the Residential Association, including a majority of the votes attributable to Units to which the Limited Common Area is proposed to be assigned or reassigned. During the Development and Sale Period, any such assignment or reassignment shall also require the Founder's written consent.

Upon approval of a majority of Owners of Units to which any Limited Common Area is assigned, the Residential Association may permit Owners of other Units to use all or a portion of such Limited Common Area upon payment of reasonable user fees, which fees shall be used to offset the Service Area Expenses attributable to such Limited Common Area.

##### **20.2. Condemnation.**

If any part of the Common Area is taken by any authority having the power of condemnation or eminent domain, or conveyed by the Residential Association in lieu of and under threat of condemnation with such approval as may be required under Section 20.4, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Residential Association to be disbursed as follows:

(a) If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Residential Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within 60 days after such taking the

Founder, during the Development and Sale Period, and Members representing at least 75% of the total votes in the Residential Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 9.4 regarding funds for restoring improvements shall apply; or

(b) If the taking or conveyance does not involve any improvements on the Common Area, if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be treated in the same manner as proceeds from the sale of Common Area under Section 20.4.

### **20.3. Partition.**

Except as permitted in this Charter, the Common Area shall remain undivided, and no Person shall bring any action to partition any portion of the Common Area without the written consent of all Owners and Mortgagees. This section shall not prohibit the Board from acquiring and disposing of tangible personal property or from acquiring and disposing of real property that may or may not be subject to this Charter, with such approval as may be required under Section 20.4.

### **20.4. Transfer, Mortgaging, or Dedication of Common Area.**

The Residential Association may transfer or dedicate portions of the Common Area to any governmental or quasi-governmental entity or utility company, may subject Common Area to a security interest, or may transfer or convey Common Area as follows:

(a) upon request of the Founder pursuant to Section 9.1 or Article 18;

(b) if Common Area other than Limited Common Area, upon the written direction of Voting Delegates representing at least 67% of the total votes in the Residential Association, and the Founder during the Development and Sale Period; or

(c) if Limited Common Area, upon written approval of Owners of at least 75% of the Units to which such Limited Common Area is assigned.

The proceeds from the sale or mortgaging of Common Area other than Limited Common Area shall be an asset of the Residential Association to be used as the Board determines, unless otherwise directed by Voting Delegates at the time such sale or mortgage is authorized pursuant to Section 20.4(a). The proceeds from the sale or mortgaging of Limited Common Area shall be disbursed in the manner approved by the Owners of Units to which the Limited Common Area is assigned at the time such sale or mortgage is authorized.

No conveyance or encumbrance of Common Area may deprive any Unit of rights of access or support.


\* \* \*

## ARTICLE 21 TERMINATION AND AMENDMENT OF CHARTER

As the Residential Community matures and grows, the rules by which it is governed must be flexible enough to adapt to changes in the development plan, as well as changes in the needs and desires of the Residential Community that inevitably will occur. This Article sets out procedures by which either the Founder or the Owners as a group may amend this Charter to address such changes.

### 21.1. Term and Termination.

This Charter shall be effective and remain in effect for 50 years from the date of recording. Thereafter, this Charter shall be extended automatically for successive 10-year periods unless at least 50% of the then Owners sign a document stating that the Charter is terminated and that document is recorded within the year before any extension. In such case, this Charter shall terminate on the date specified in the termination document.

 There is an old concept of law known as the "Rule Against Perpetuities" which restricts how long covenants can affect the title to land. Many jurisdictions no longer observe such rule; however, where the rule applies, the term of the covenants cannot exceed 21 years after the death of a named person who is living at the time the covenants are recorded.

If any provision of this Charter would be unlawful, void, or voidable by reason of any rule restricting the period of time that covenants can affect title to property, that provision shall expire 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

This section shall not permit termination of any easement created in this Charter without the consent of the holder of such easement.

### 21.2. Amendment.

(a) *By the Founder.* In addition to the specific amendment rights granted elsewhere in this Charter, during the Founder Control Period, the Founder may unilaterally amend this Charter for any purpose.

(b) *By Owners.* Except as otherwise specifically provided above or elsewhere in this Charter, this Charter may be amended by affirmative vote or written consent, or any combination thereof, of Voting Delegates representing at least 67% of the total votes in the Residential Association; provided, no amendment to Exhibit "G" of this Charter adopted pursuant to this subsection (b) shall be effective without the written consent of the VMMD and the PID, if they exist. In addition, during the Development and Sale Period, any amendment pursuant to this subsection (b) shall also require the Founder's written consent.

Any amendment pursuant to this subsection (b) shall be prepared, executed, certified, and recorded on behalf of the Residential Association by any officer designated for such purpose or, in the absence of such designation, by the Residential Association's President.

(c) *Validity and Effective Date.* Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for ac-

tion to be taken under that clause. No amendment may remove, revoke, or modify any right or privilege of the Founder or the Founder Member without the written consent of the Founder or the Founder Member (or the assignee of such right or privilege).

If an Owner consents to any amendment to this Charter or the By-Laws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon recording unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Charter.

(d) *Exhibits.* Exhibits "A," "B," and "G" are incorporated by this reference, and this Article shall govern amendment of those exhibits, except as otherwise specifically provided in this Charter. Exhibit "C" is attached for informational purposes only and may be amended as provided in Article 7 or pursuant to this Section 21.2. Exhibits "D" and "E" are attached for information purposes only and may be amended as provided in those exhibits, respectively. Exhibit "F" is attached for informational purposes only and may be amended as provided in Section 5.3.

\* \* \*

In witness of the foregoing, the Founder has executed this Charter this 1 day of May, 2012.

FOUNDER: HC LOBF ARLINGTON, LLC, a Texas limited liability company

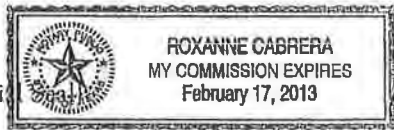
BY: CIP HC Dev Viridian, Inc., a Texas corporation, its Managing Member

By: [Signature]  
Name: Robert Kembel  
Its: Vice President

STATE OF TEXAS §  
COUNTY OF TARRANT §

This instrument was acknowledged before me on this 1 day of May, 2012, by Robert Kembel, Vice President of CIP HC Dev Viridian, Inc., a Texas corporation, in its capacity as the Managing Member of HC LOBF Arlington, LLC, a Texas limited liability company, on behalf of said company, for the purposes therein stated.

[Notari



Roxanne Cabrera  
Notary Public, State of Texas

My commission expires: 2/17/13

JOINDER AND CONSENT OF MORTGAGEE

The undersigned holder of that certain Deed of Trust dated October 13, 2006, and recorded as Instrument No. D206323420 in the Real Property Records of Tarrant County, Texas, executed by HC LOBF Arlington, LLC to Robert J. Banta, Trustee, to secure a promissory note of even date therewith payable to CIP Arlington, LLC, as amended by instruments dated October 10, 2008 and recorded as Instrument No. D209001868, dated December 31, 2008 and recorded as Instrument No. D209001870, dated October 10, 2009 and recorded as Instrument No. D210002009, dated February 15, 2010 and recorded as Instrument No. D210112835, and dated October 10, 2010 and recorded as Instrument No. D211044417, all in the Real Property Records of Tarrant County, Texas (as amended, the "Mortgage"), which Mortgage encumbers the property described on Exhibit "A" of this Charter, hereby joins in the execution of this Community Charter for Viridian Residential Properties to evidence its consent to such instrument and to subordinate its interest under the Mortgage to such instrument.

IN WITNESS WHEREOF, the undersigned joins in execution of this Community Charter for Viridian Residential Properties by and through its authorized representative this 30 day of April, 2012.

CIP ARLINGTON, LLC, a Delaware limited liability company

BY: CrossHarbor Institutional Partners, L.P., a Delaware limited partnership, its sole Member

BY: CrossHarbor Institutional Partners GP, L.P., a Delaware limited partnership, its General Partner

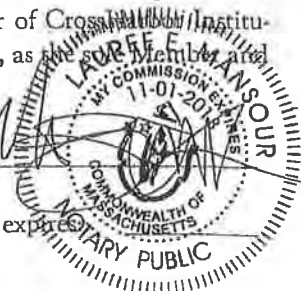
BY: CrossHarbor Capital Partners LLC, a Delaware limited liability company, its General Partners

By: [Signature]  
Name: GERALD M CURTIN  
Title: Managing Director

STATE OF MASSACHUSETTS §  
COUNTY OF SUFFOLK §

On this 30<sup>th</sup> day of April, 2012, before me, the undersigned notary public, personally appeared GERALD M CURTIN, proved to me through satisfactory identification, which was based on the undersigned's personal knowledge of the identify of the principal, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Managing Director of CrossHarbor Capital Partners LLC, as the General Partner of CrossHarbor Institutional GP, L.P., as the General Partner of CrossHarbor Institutional Partners, L.P., as the Manager of CIP Arlington, LLC, a Delaware limited liability company.

[Signature]  
Notary Public  
My commission expires 11-01-2015



[Notarial Seal]



JOINDER AND CONSENT OF MORTGAGEE

The undersigned holder of that certain Deed of Trust, Security Agreement and Assignment of Rents having an effective date of February 28, 2011, and recorded on March 9, 2011 as Instrument No. D211056511 in the Real Property Records of Tarrant County, Texas, executed by HC LOBF Arlington, LLC to Brian L. Heflin, Trustee, to secure a promissory note of even date therewith payable to Plainscapital Bank, a Texas state bank (the "Mortgage"), which Mortgage encumbers the property described on Exhibit "A" of this Charter, hereby joins in the execution of this Community Charter for Viridian Residential Properties to evidence its consent to such instrument and to subordinate its interest under the Mortgage to such instrument.

IN WITNESS WHEREOF, the undersigned hereby joins in execution of this Community Charter for Viridian Residential Properties by and through its authorized representative this 1<sup>st</sup> day of MAY, 2012.

PLAINSCAPITAL BANK, a Texas state bank

By: Brent M. Raindl  
Name: BRENT M. RAINDL  
Its: PRESIDENT - PRESTON CENTER

STATE OF TEXAS           §  
  §  
COUNTY OF Dallas       §

This instrument was acknowledged before me on this 1<sup>st</sup> day of May, 2012, by Brent M. Raindl, the Preston Center President of PLAINSCAPITAL BANK, a Texas state bank, on behalf of said company.

Leslie Nichols  
Notary Public, State of Texas

My commission expires: 4/20/15

[Notarial Seal]



## EXHIBIT "A"

### Land Initially Submitted to the Charter

Being a 43.30 acre tract of land in the William Jenkins Survey, Abstract No. 858, and the Samuel Kephart Survey, Abstract No. 891, City of Arlington, Tarrant County, Texas, and being more particularly described on that final plat of Viridian Phase 1A, filed of record in the Office of the County Clerk of Tarrant County, Texas on April 8, 2011, and recorded as Instrument No. D211082802, Plat Records, as modified by that Amended Plat of Lot 34R-39R, Block 46, Viridian Phase 1A (being an amended plat of Lots 34-40, Block 46, Viridian Phase 1A), filed of record in the Office of the County Clerk of Tarrant County, Texas on April 19, 2012, and recorded as Instrument No. D212094419, Plat Records, as such plat may be further revised and amended (as amended, the "Phase 1A Plats");

The Lots shown on the Phase 1A Plats are assigned to Neighborhoods as follows:

#### Neighborhood No. 1:

Block 4, Lots 49-63  
Block 46, Lots 1-12, Lots 14-29, Lots 31-33,  
Lots 34R, 35R, 36R, 37R, 38R, 39R, and  
Lots 41- 42  
Block 41, Lots 1-36

#### Neighborhood No. 2:

Block 36, Lots 1-5, 7-46  
Block 42, Lots 1-13  
Block 38, Lots 1-18

## EXHIBIT "B"

### Land Subject to Annexation

All those tracts or parcels of land lying and being in Tarrant County, Texas, more particularly described as in Exhibit "B-1" attached hereto;

LESS AND EXCEPT that property described on Exhibit "A".

#### Note to clerk and title examiners:

This Charter is not intended to create an encumbrance on title to the property described in this Exhibit "B." Such title may be encumbered only with the consent of the owner by filing a Supplement in accordance with Article 17 of this Charter.

## EXHIBIT "B-1"

The following 10 tracts of land:

**TRACT ONE:**

BEING A 1962.10 ACRE TRACT OF LAND SITUATED IN THE SAMUEL KEPHART SURVEY, ABSTRACT NO. 891, WILLIAM JENKINS SURVEY, ABSTRACT NO. 856, PATRICK G. DALTON SURVEY, ABSTRACT NO. 414, THOMAS DALTON SURVEY, ABSTRACT NO. 402, MADISON COLEMAN SURVEY, ABSTRACT NO. 380, J & D.C. SURVEY, ABSTRACT NO. 1995, JOTHAM BROWN SURVEY, ABSTRACT NO. 109, E. JONES SURVEY, ABSTRACT NO. 842, JEHU CONDRA SURVEY, ABSTRACT NO. 347, JOHN CHILDRRESS SURVEY, ABSTRACT NO. 249, JEFFERSON ESTILL SURVEY, ABSTRACT NO. 491, J.J. GOODFELLOW SURVEY, ABSTRACT 1904, JOHN BURNETT SURVEY, ABSTRACT NO. 178, THOMAS D. NEWTON SURVEY, ABSTRACT NO. 1164 AND THE NORMAN UNDERWOOD SURVEY, ABSTRACT NO. 1582, CITY OF ARLINGTON, TARRANT COUNTY, TEXAS, AND BEING A PORTION OF A TRACT OF LAND CONVEYED BY DEED TO HC LOBF ARLINGTON, LLC, AS RECORDED IN INSTRUMENT NO. D206323409, DEED RECORDS, TARRANT COUNTY, TEXAS, BEING ALL OF A CALLED 1845.082 ACRE TRACT OF LAND, CONVEYED AS TRACT ONE TO LOBF, L.P. BY DEED RECORDED IN INSTRUMENT NO. D204096335, DEED RECORDS, TARRANT COUNTY, TEXAS, AND A PORTION OF A CALLED 117.335 ACRE TRACT OF LAND, CONVEYED AS TRACT FIVE TO SAID LOBF, L.P. BY DEED RECORDED IN DOCUMENT NO. D204096335, DEED RECORDS, TARRANT COUNTY, TEXAS AND INCLUDING ALL OF BLOCK 32 OF THE LAKES OF ARLINGTON, AN ADDITION TO THE CITY OF ARLINGTON RECORDED IN CABINET A, SLIDE 5048, PLAT RECORDS, TARRANT COUNTY, TEXAS. SAID 1962.10 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A RAILROAD SPIKE FOUND FOR AN INSIDE ELL CORNER OF AFORESAID 1845.082 ACRE TRACT AND BEING THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO DON G. AND RITA J. WINN TRUST BY DEED RECORDED IN INSTRUMENT NO. D207016971, DEED RECORDS, TARRANT COUNTY, TEXAS;

THENCE NORTH 00 DEGREES 53 MINUTES 56 SECONDS WEST, ALONG THE WEST LINE OF AFORESAID 1845.082 ACRE TRACT, A DISTANCE OF 819.08 FEET TO A RAILROAD SPIKE FOUND FOR CORNER;

THENCE SOUTH 89 DEGREES 36 MINUTES 15 SECONDS EAST, A DISTANCE OF 21.13 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "BRITTAIN & CRAWFORD" FOUND FOR CORNER;

THENCE NORTH 00 DEGREES 04 MINUTES 49 SECONDS WEST, A DISTANCE OF 478.14 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR CORNER;

THENCE NORTH 00 DEGREES 26 MINUTES 37 SECONDS WEST, A DISTANCE OF 199.82 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR A NORTH CORNER OF AFORESAID 1845.082 ACRE TRACT AND BEING THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO THE STATE OF TEXAS BY DEED RECORDED IN INSTRUMENT NO. D204331672, DEED RECORDS, TARRANT COUNTY, TEXAS;

THENCE NORTH 89 DEGREES 18 MINUTES 31 SECONDS EAST, ALONG A NORTH LINE OF AFORESAID 1845.082 ACRE TRACT AND A COMMON SOUTH LINE OF AFORESAID STATE OF TEXAS TRACT, A DISTANCE OF 24.99 FEET PASSING A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR THE SOUTHWEST CORNER OF A 22.05 ACRE TRACT OF LAND CONVEYED TO HC LOBF ARLINGTON, L.L.C, AS RECORDED IN INSTRUMENT NO. D208035814, DEED RECORDS, TARRANT COUNTY, TEXAS, AND CONTINUING WITH THE COMMON LINE OF SAID 22.05 ACRE TRACT, FOR A TOTAL DISTANCE OF 339.78 FEET TO A 1/2 INCH IRON ROD FOUND FOR A NORTH CORNER OF SAID 1845.082 ACRE TRACT AND A INSIDE ELL CORNER OF SAID 22.05 ACRE TRACT;

THENCE SOUTH 00 DEGREES 10 MINUTES 09 SECONDS WEST, CONTINUING WITH SAID COMMON LINE, A DISTANCE OF 199.93 FEET TO A 1/2 INCH IRON FOUND WITH A PLASTIC CAP STAMPED "BRITTAIN & CRAWFORD" FOUND FOR CORNER;

THENCE NORTH 89 DEGREES 19 MINUTES 07 SECONDS EAST, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 931.05 FEET TO A 1/2 INCH IRON FOUND FOR THE SOUTHEAST CORNER OF SAID 22.05 ACRE TRACT AND BEING ON THE WEST LINE OF A 33.53 ACRE TRACT OF LAND CONVEYED TO SAID HC LOBF ARLINGTON, L.L.C, AS RECORDED IN INSTRUMENT NO. D208057476, DEED RECORDS, TARRANT COUNTY, TEXAS;

THENCE SOUTH 00 DEGREES 11 MINUTES 10 SECONDS EAST, LEAVING SAID COMMON LINE, AND FOLLOWING ALONG THE COMMON LINE OF SAID 33.53 ACRE TRACT AND SAID NORTH LINE OF AFORESAID 1845.082 ACRE TRACT, A DISTANCE OF 502.84 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 33.53 ACRE TRACT;

THENCE SOUTH 89 DEGREES 51 MINUTES 38 SECONDS EAST, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 135.43 FEET PASSING A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR THE SOUTHWEST CORNER OF A CALLED TRACT 1 AND TRACT 2 CONVEYED TO JACQUELINE FERRIS BAKER BY DEED RECORDED IN VOLUME 12042, PAGE 2279, DEED RECORDS, TARRANT COUNTY, TEXAS, AND CONTINUING FOR A TOTAL DISTANCE OF 1356.09 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF A 109.46 ACRE TRACT OF LAND CONVEYED TO SAID HC LOBF ARLINGTON,

LLC, AS RECORDED IN INSTRUMENT NO. D207281074, DEED RECORDS, TARRANT COUNTY, TEXAS;

THENCE SOUTH 89 DEGREES 57 MINUTES 36 SECONDS EAST, CONTINUING ALONG THE NORTH LINE OF AFORESAID 1845.082 ACRE TRACT AND THE COMMON SOUTH LINE OF SAID 109.46 ACRE TRACT, A DISTANCE OF 2024.33 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "BRITTAIN & CRAWFORD" FOUND AN ELL CORNER OF SAID 1845.082 ACRE TRACT AND THE SOUTHEAST CORNER OF SAID 109.46 ACRE TRACT;

THENCE NORTH 00 DEGREES 42 MINUTES 27 SECONDS WEST, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 1581.70 FEET TO A 5/8 INCH IRON ROD FOUND FOR A NORTH CORNER OF AFORESAID 1845.082 ACRE TRACT AND BEING A SOUTHWEST CORNER OF AFORESAID 117.335 ACRE TRACT;

THENCE NORTH 00 DEGREES 47 MINUTES 09 SECONDS WEST, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 515.21 FEET TO A 1/2 INCH IRON ROD FOUND FOR A NORTHWEST CORNER OF SAID 117.335 ACRE TRACT;

THENCE NORTH 89 DEGREES 21 MINUTES 10 SECONDS EAST, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 722.07 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

THENCE NORTH 00 DEGREES 25 MINUTES 11 SECONDS EAST, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 439.83 FEET TO A 5/8 INCH IRON ROD FOUND FOR CORNER, LOCATED AT THE SOUTHWEST CORNER OF A 0.15 ACRE TRACT CONVEYED TO HC PROPERTY ARLINTON, LLC, AS RECORDED IN INSTRUMENT NO. D206323410, DEED RECORDS, TARRANT COUNTY, TEXAS;

THENCE NORTH 82 DEGREES 01 MINUTES 28 SECONDS EAST, FOLLOWING ALONG THE SOUTH LINE OF SAID 0.15 ACRE TRACT, FOR A DISTANCE OF 121.32 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR CORNER;

THENCE SOUTH 00 DEGREES 25 MINUTES 43 SECONDS WEST, LEAVING SAID SOUTH LINE, A DISTANCE OF 46.36 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "BRITTAIN & CRAWFORD" FOUND FOR CORNER AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01 DEGREES 51 MINUTES 57 SECONDS, A RADIUS OF 11209.22 FEET, A CHORD BEARING OF NORTH 80 DEGREES 48 MINUTES 30 SECONDS EAST AND A CHORD LENGTH OF 365.00 FEET;

THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 365.01 FEET, TO A 1/2 INCH IRON ROD WITH A PLASTIC CAP

STAMPED "BRITTAIN & CRAWFORD" FOUND FOR CORNER, SAID CORNER BEING THE SOUTHWEST CORNER OF A 0.18 ACRE TRACT OF LAND CONVEYED TO HC PROPERTY ARLINGTON, LLC, AS RECORDED IN INSTRUMENT NUMBER D206323410, DEED RECORDS, TARRANT COUNTY, TEXAS;

THENCE NORTH 88 DEGREES 34 MINUTES 22 SECONDS EAST, FOLLOWING ALONG THE SOUTH LINE OF SAID 0.18 ACRE TRACT, A DISTANCE OF 376.96 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR CORNER;

THENCE SOUTH 02 DEGREES 25 MINUTES 03 SECONDS EAST, LEAVING SAID SOUTH LINE, A DISTANCE OF 57.59 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "BRITTAIN & CRAWFORD" FOUND FOR CORNER;

THENCE NORTH 87 DEGREES 39 MINUTES 05 SECONDS EAST, A DISTANCE OF 486.25 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "BRITTAIN & CRAWFORD" FOUND FOR CORNER;

THENCE SOUTH 02 DEGREES 17 MINUTES 09 SECONDS EAST, A DISTANCE OF 160.00 FEET TO A POINT FOR CORNER, A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "BRITTAIN & CRAWFORD" FOUND BEARS NORTH 29 DEGREES 16 MINUTES 33 SECONDS EAST, A DISTANCE OF 4.99 FEET;

THENCE NORTH 87 DEGREES 35 MINUTES 07 SECONDS EAST, A DISTANCE OF 140.04 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "BRITTAIN & CRAWFORD" FOUND FOR CORNER;

THENCE SOUTH 01 DEGREES 42 MINUTES 54 SECONDS WEST, A DISTANCE OF 85.74 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "BRITTAIN & CRAWFORD" FOUND FOR CORNER;

THENCE NORTH 56 DEGREES 55 MINUTES 53 SECONDS EAST, A DISTANCE OF 166.30 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "BRITTAIN & CRAWFORD" FOUND FOR CORNER;

THENCE SOUTH 01 DEGREES 56 MINUTES 52 SECONDS WEST, A DISTANCE OF 275.02 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR CORNER;

THENCE SOUTH 89 DEGREES 54 MINUTES 17 SECONDS EAST, A DISTANCE OF 282.16 FEET TO A POINT FOR CORNER IN THE APPROXIMATE CENTERLINE OF THE TRINITY RIVER;

THENCE ALONG THE APPROXIMATE CENTERLINE OF AFORESAID TRINITY RIVER THE FOLLOWING COURSES AND DISTANCES;

SOUTH 00 DEGREES 02 MINUTES 35 SECONDS EAST, A DISTANCE OF 49.63 FEET TO A POINT FOR CORNER;

NORTH 59 DEGREES 53 MINUTES 49 SECONDS WEST, A DISTANCE OF 58.57 FEET TO A POINT FOR CORNER;

SOUTH 66 DEGREES 31 MINUTES 15 SECONDS WEST, A DISTANCE OF 218.37 FEET TO A POINT FOR CORNER;

SOUTH 21 DEGREES 17 MINUTES 39 SECONDS WEST, A DISTANCE OF 172.36 FEET TO A POINT FOR CORNER;

SOUTH 16 DEGREES 32 MINUTES 31 SECONDS WEST, A DISTANCE OF 128.04 FEET TO A POINT FOR CORNER;

SOUTH 05 DEGREES 42 MINUTES 04 SECONDS WEST, A DISTANCE OF 125.46 FEET TO A POINT FOR CORNER;

SOUTH 20 DEGREES 43 MINUTES 09 SECONDS WEST, A DISTANCE OF 194.10 FEET TO A POINT FOR CORNER;

SOUTH 25 DEGREES 49 MINUTES 06 SECONDS EAST, A DISTANCE OF 230.16 FEET TO A POINT FOR CORNER;

SOUTH 42 DEGREES 48 MINUTES 19 SECONDS EAST, A DISTANCE OF 281.46 FEET TO A POINT FOR CORNER;

SOUTH 39 DEGREES 04 MINUTES 10 SECONDS EAST, A DISTANCE OF 105.83 FEET TO A POINT FOR CORNER;

SOUTH 18 DEGREES 02 MINUTES 35 SECONDS EAST, A DISTANCE OF 185.16 FEET TO A POINT FOR CORNER;

SOUTH 24 DEGREES 28 MINUTES 34 SECONDS EAST, A DISTANCE OF 148.45 FEET TO A POINT FOR CORNER;

SOUTH 07 DEGREES 17 MINUTES 22 SECONDS WEST, A DISTANCE OF 129.87 FEET TO A POINT FOR CORNER;

SOUTH 27 DEGREES 48 MINUTES 33 SECONDS WEST, A DISTANCE OF 127.36 FEET TO A POINT FOR CORNER;

SOUTH 54 DEGREES 43 MINUTES 28 SECONDS WEST, A DISTANCE OF 85.96 FEET TO A POINT FOR CORNER;

SOUTH 88 DEGREES 29 MINUTES 00 SECONDS WEST, A DISTANCE OF 255.06 FEET TO A POINT FOR CORNER;



SOUTH 67 DEGREES 29 MINUTES 18 SECONDS WEST, A DISTANCE OF 108.40 FEET TO A POINT FOR CORNER;

SOUTH 41 DEGREES 03 MINUTES 02 SECONDS WEST, A DISTANCE OF 125.39 FEET TO A POINT FOR CORNER;

SOUTH 01 DEGREES 42 MINUTES 06 SECONDS WEST, A DISTANCE OF 76.95 FEET TO A POINT FOR CORNER;

SOUTH 18 DEGREES 59 MINUTES 00 SECONDS EAST, A DISTANCE OF 73.00 FEET TO A POINT FOR CORNER;

SOUTH 43 DEGREES 11 MINUTES 32 SECONDS EAST, A DISTANCE OF 273.62 FEET TO A POINT FOR CORNER;

SOUTH 13 DEGREES 24 MINUTES 34 SECONDS EAST, A DISTANCE OF 97.67 FEET TO A POINT FOR CORNER;

SOUTH 06 DEGREES 41 MINUTES 43 SECONDS WEST, A DISTANCE OF 186.01 FEET TO A POINT FOR CORNER;

SOUTH 27 DEGREES 53 MINUTES 06 SECONDS WEST, A DISTANCE OF 118.42 FEET TO A POINT FOR CORNER;

SOUTH 87 DEGREES 34 MINUTES 46 SECONDS WEST, A DISTANCE OF 106.09 FEET TO A POINT FOR CORNER;

NORTH 53 DEGREES 06 MINUTES 51 SECONDS WEST, A DISTANCE OF 305.31 FEET TO A POINT FOR CORNER;

NORTH 73 DEGREES 50 MINUTES 14 SECONDS WEST, A DISTANCE OF 241.21 FEET TO A POINT FOR CORNER;

NORTH 80 DEGREES 32 MINUTES 48 SECONDS WEST, A DISTANCE OF 206.34 FEET TO A POINT FOR CORNER;

SOUTH 77 DEGREES 03 MINUTES 44 SECONDS WEST, A DISTANCE OF 119.64 FEET TO A POINT FOR CORNER;

SOUTH 06 DEGREES 03 MINUTES 53 SECONDS WEST, A DISTANCE OF 115.88 FEET TO A POINT FOR CORNER;

SOUTH 25 DEGREES 21 MINUTES 47 SECONDS EAST, A DISTANCE OF 148.13 FEET TO A POINT FOR CORNER;

SOUTH 18 DEGREES 03 MINUTES 48 SECONDS EAST, A DISTANCE OF 145.50 FEET TO A POINT FOR CORNER;

SOUTH 08 DEGREES 19 MINUTES 02 SECONDS EAST, A DISTANCE OF 200.65 FEET TO A POINT FOR CORNER;

SOUTH 03 DEGREES 07 MINUTES 57 SECONDS EAST, A DISTANCE OF 302.24 FEET TO A POINT FOR CORNER;

SOUTH 12 DEGREES 52 MINUTES 56 SECONDS EAST, A DISTANCE OF 345.58 FEET TO A POINT FOR CORNER;

SOUTH 00 DEGREES 18 MINUTES 59 SECONDS EAST, A DISTANCE OF 212.01 FEET TO A POINT FOR CORNER;

SOUTH 08 DEGREES 09 MINUTES 23 SECONDS WEST, A DISTANCE OF 708.08 FEET TO A POINT FOR CORNER;

SOUTH 10 DEGREES 23 MINUTES 56 SECONDS WEST, A DISTANCE OF 388.71 FEET TO A POINT FOR CORNER;

SOUTH 14 DEGREES 29 MINUTES 51 SECONDS WEST, A DISTANCE OF 541.65 FEET TO A POINT FOR CORNER;

NORTH 76 DEGREES 58 MINUTES 40 SECONDS WEST, A DISTANCE OF 473.01 FEET TO A POINT FOR CORNER;

SOUTH 33 DEGREES 23 MINUTES 06 SECONDS WEST, A DISTANCE OF 289.17 FEET TO A POINT FOR CORNER;

SOUTH 34 DEGREES 37 MINUTES 32 SECONDS EAST, A DISTANCE OF 407.97 FEET TO A POINT FOR CORNER;

SOUTH 64 DEGREES 32 MINUTES 17 SECONDS EAST, A DISTANCE OF 379.31 FEET TO A POINT FOR CORNER;

SOUTH 15 DEGREES 08 MINUTES 13 SECONDS EAST, A DISTANCE OF 165.15 FEET TO A POINT FOR CORNER;

SOUTH 15 DEGREES 22 MINUTES 09 SECONDS WEST, A DISTANCE OF 156.45 FEET TO A POINT FOR CORNER;

SOUTH 27 DEGREES 21 MINUTES 13 SECONDS WEST, A DISTANCE OF 619.00 FEET TO A POINT FOR CORNER;

NORTH 64 DEGREES 52 MINUTES 44 SECONDS WEST, A DISTANCE OF 204.80 FEET TO A POINT FOR CORNER;

NORTH 65 DEGREES 50 MINUTES 06 SECONDS WEST, A DISTANCE OF 410.22 FEET TO A POINT FOR CORNER;

SOUTH 06 DEGREES 14 MINUTES 00 SECONDS WEST, A DISTANCE OF 970.00 FEET TO A POINT FOR CORNER;

NORTH 86 DEGREES 46 MINUTES 00 SECONDS WEST, A DISTANCE OF 250.00 FEET TO A POINT FOR CORNER;

NORTH 49 DEGREES 31 MINUTES 00 SECONDS WEST, A DISTANCE OF 540.00 FEET TO A POINT FOR CORNER;

SOUTH 64 DEGREES 04 MINUTES 00 SECONDS WEST, A DISTANCE OF 234.19 FEET TO A POINT FOR CORNER;

SOUTH 05 DEGREES 16 MINUTES 06 SECONDS WEST, A DISTANCE OF 468.44 FEET TO A POINT FOR CORNER;

SOUTH 00 DEGREES 34 MINUTES 24 SECONDS EAST, A DISTANCE OF 16.79 FEET TO A POINT FOR CORNER;

SOUTH 88 DEGREES 58 MINUTES 19 SECONDS EAST, A DISTANCE OF 32.08 FEET TO A POINT FOR CORNER;

SOUTH 02 DEGREES 16 MINUTES 06 SECONDS EAST, A DISTANCE OF 397.40 FEET TO A POINT FOR CORNER;

SOUTH 12 DEGREES 16 MINUTES 54 SECONDS WEST, A DISTANCE OF 352.90 FEET TO A POINT FOR CORNER;

SOUTH 54 DEGREES 02 MINUTES 24 SECONDS WEST, A DISTANCE OF 321.40 FEET TO A POINT FOR CORNER;

SOUTH 87 DEGREES 34 MINUTES 54 SECONDS WEST, A DISTANCE OF 808.40 FEET TO A POINT FOR CORNER;

SOUTH 38 DEGREES 01 MINUTES 24 SECONDS WEST, A DISTANCE OF 177.80 FEET TO A POINT FOR CORNER;

NORTH 89 DEGREES 49 MINUTES 36 SECONDS WEST, A DISTANCE OF 33.51 FEET TO A POINT FOR CORNER;

SOUTH 23 DEGREES 49 MINUTES 36 SECONDS EAST, A DISTANCE OF 382.60 FEET TO A POINT FOR CORNER;

SOUTH 11 DEGREES 48 MINUTES 24 SECONDS WEST, A DISTANCE OF 799.97 FEET TO A POINT FOR CORNER;

SOUTH 11 DEGREES 41 MINUTES 36 SECONDS EAST, A DISTANCE OF 719.99 FEET TO A POINT FOR CORNER;

SOUTH 49 DEGREES 48 MINUTES 24 SECONDS WEST, A DISTANCE OF 759.96 FEET TO A POINT FOR CORNER;

SOUTH 83 DEGREES 48 MINUTES 24 SECONDS WEST, A DISTANCE OF 389.98 FEET TO A POINT FOR CORNER;

SOUTH 66 DEGREES 18 MINUTES 24 SECONDS WEST, A DISTANCE OF 559.97 FEET TO A POINT FOR CORNER;

NORTH 53 DEGREES 11 MINUTES 36 SECONDS WEST, A DISTANCE OF 889.97 FEET TO A POINT FOR CORNER;

NORTH 81 DEGREES 11 MINUTES 36 SECONDS WEST, A DISTANCE OF 249.99 FEET TO A POINT FOR CORNER;

SOUTH 28 DEGREES 48 MINUTES 24 SECONDS WEST, A DISTANCE OF 319.99 FEET TO A POINT FOR CORNER;

SOUTH 03 DEGREES 11 MINUTES 36 SECONDS EAST, A DISTANCE OF 491.39 FEET TO A POINT FOR CORNER;

SOUTH 39 DEGREES 48 MINUTES 24 SECONDS WEST, A DISTANCE OF 422.87 FEET TO A POINT FOR CORNER ON THE NORTH LINE OF BLOCK 7 OF THE MERIDIAN, SECTION ONE, RECORDED IN VOLUME 388-186, PAGE 45, PLAT RECORDS, TARRANT COUNTY, TEXAS;

THENCE NORTH 89 DEGREES 47 MINUTES 47 SECONDS WEST, ALONG THE NORTH LINE OF AFORESAID BLOCK 7, A DISTANCE OF 360.87 FEET TO A POINT FOR CORNER IN THE APPROXIMATE CENTERLINE OF AFORESAID TRINITY RIVER;

THENCE ALONG THE APPROXIMATE CENTERLINE OF AFORESAID TRINITY RIVER THE FOLLOWING COURSES AND DISTANCES;

NORTH 00 DEGREES 00 MINUTES 24 SECONDS WEST, A DISTANCE OF 139.47 FEET TO A POINT FOR CORNER;

NORTH 16 DEGREES 09 MINUTES 13 SECONDS WEST, A DISTANCE OF 289.11 FEET TO A POINT FOR CORNER;

NORTH 47 DEGREES 34 MINUTES 01 SECONDS WEST, A DISTANCE OF 125.88 FEET TO A POINT FOR CORNER;

SOUTH 80 DEGREES 05 MINUTES 07 SECONDS WEST, A DISTANCE OF 248.13 FEET TO A POINT FOR CORNER;

SOUTH 76 DEGREES 25 MINUTES 18 SECONDS WEST, A DISTANCE OF 406.42 FEET TO A POINT FOR CORNER;

NORTH 70 DEGREES 18 MINUTES 30 SECONDS WEST, A DISTANCE OF 287.99 FEET TO A POINT FOR CORNER;

NORTH 51 DEGREES 13 MINUTES 28 SECONDS WEST, A DISTANCE OF 201.49 FEET TO A POINT FOR CORNER;

NORTH 45 DEGREES 04 MINUTES 33 SECONDS WEST, A DISTANCE OF 275.45 FEET TO A POINT FOR CORNER;

NORTH 35 DEGREES 46 MINUTES 27 SECONDS WEST, A DISTANCE OF 430.75 FEET TO A POINT FOR CORNER;

NORTH 19 DEGREES 06 MINUTES 11 SECONDS EAST, A DISTANCE OF 125.86 FEET TO A POINT FOR CORNER;

NORTH 28 DEGREES 06 MINUTES 09 SECONDS EAST, A DISTANCE OF 321.56 FEET TO A POINT FOR CORNER;

NORTH 27 DEGREES 33 MINUTES 47 SECONDS EAST, A DISTANCE OF 159.66 FEET TO A POINT FOR CORNER;

NORTH 17 DEGREES 19 MINUTES 33 SECONDS EAST, A DISTANCE OF 291.31 FEET TO A POINT FOR CORNER;

NORTH 14 DEGREES 14 MINUTES 50 SECONDS WEST, A DISTANCE OF 146.50 FEET TO A POINT FOR CORNER;

NORTH 47 DEGREES 59 MINUTES 57 SECONDS WEST, A DISTANCE OF 106.93 FEET TO A POINT FOR CORNER;

NORTH 79 DEGREES 53 MINUTES 17 SECONDS WEST, A DISTANCE OF 251.81 FEET TO A POINT FOR CORNER;

SOUTH 74 DEGREES 17 MINUTES 11 SECONDS WEST, A DISTANCE OF 93.41 FEET TO A POINT FOR CORNER;

SOUTH 53 DEGREES 29 MINUTES 55 SECONDS WEST, A DISTANCE OF 115.85 FEET TO A POINT FOR CORNER;

SOUTH 30 DEGREES 26 MINUTES 41 SECONDS WEST, A DISTANCE OF 288.71 FEET TO A POINT FOR CORNER;

SOUTH 72 DEGREES 16 MINUTES 37 SECONDS WEST, A DISTANCE OF 702.02 FEET TO A POINT FOR CORNER;

SOUTH 76 DEGREES 27 MINUTES 16 SECONDS WEST, A DISTANCE OF 291.88 FEET TO A POINT FOR CORNER;

SOUTH 81 DEGREES 27 MINUTES 59 SECONDS WEST, A DISTANCE OF 280.75 FEET TO A POINT FOR CORNER;

SOUTH 77 DEGREES 36 MINUTES 21 SECONDS WEST, A DISTANCE OF 411.40 FEET TO A POINT FOR CORNER ON THE EAST RIGHT-OF-WAY OF F.M. 157 (A VARIABLE WIDTH RIGHT-OF-WAY) AND BEING THE SOUTHWEST CORNER OF AFORESAID 1845.082 ACRE TRACT;

THENCE NORTH 21 DEGREES 33 MINUTES 59 SECONDS WEST, ALONG THE EAST RIGHT-OF-WAY OF AFORESAID F.M. 157, A DISTANCE OF 147.43 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "BRITTAIN & CRAWFORD" FOUND FOR THE SOUTHWEST CORNER OF A CALLED 4.133 ACRE TRACT OF LAND CONVEYED TO THE CITY OF ARLINGTON BY DEED RECORDED IN VOLUME 12828, PAGE 331, DEED RECORDS, TARRANT COUNTY, TEXAS;

THENCE ALONG THE SOUTH LINE OF AFORESAID 4.133 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

NORTH 58 DEGREES 28 MINUTES 28 SECONDS EAST, A DISTANCE OF 356.72 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "BRITTAIN & CRAWFORD" FOUND FOR CORNER;

NORTH 77 DEGREES 06 MINUTES 36 SECONDS EAST, A DISTANCE OF 699.84 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "BRITTAIN & CRAWFORD" FOUND FOR THE SOUTHEAST CORNER OF AFORESAID 4.133 ACRE TRACT;

THENCE NORTH 12 DEGREES 51 MINUTES 10 SECONDS WEST, ALONG THE EAST LINE OF AFORESAID 4.133 ACRE TRACT, A DISTANCE OF 240.00 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR THE NORTHEAST CORNER OF SAID 4.133 ACRE TRACT;

THENCE ALONG THE NORTH LINE OF AFORESAID 4.133 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

SOUTH 80 DEGREES 19 MINUTES 13 SECONDS WEST, A DISTANCE OF 257.68 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "BRITTAIN&CRAWFORD" FOUND FOR CORNER;

SOUTH 58 DEGREES 30 MINUTES 28 SECONDS WEST, A DISTANCE OF 840.01 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "BRITTAIN&CRAWFORD" FOUND FOR THE NORTHWEST CORNER OF AFORESAID 4.133 ACRE TRACT AND BEING ON THE EAST RIGHT-OF-WAY OF AFORESAID F.M. 157;

THENCE ALONG THE WEST LINE OF AFORESAID 1845.082 ACRE TRACT AND THE COMMON EAST RIGHT-OF-WAY OF AFORESAID F.M. 157 THE FOLLOWING COURSES AND DISTANCES:

NORTH 21 DEGREES 42 MINUTES 18 SECONDS WEST, A DISTANCE OF 109.35 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR CORNER AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 00 DEGREES 30 MINUTES 36 SECONDS, A RADIUS OF 2915.00 FEET, A CHORD BEARING OF NORTH 21 DEGREES, 56 MINUTES 18 SECONDS WEST, AND A CHORD LENGTH OF 25.95 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 25.95 FEET, TO A CONCRETE RIGHT-OF-WAY MONUMENT WITH AN ALUMINUM DISC FOUND FOR CORNER AND BEING THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 18 DEGREES 13 MINUTES 17 SECONDS, A RADIUS OF 7572.80 FEET, A CHORD BEARING OF NORTH 09 DEGREES 40 MINUTES 45 SECONDS WEST, AND A CHORD LENGTH OF 2398.20 FEET;

ALONG SAID COMPOUND CURVE TO THE RIGHT, AN ARC LENGTH OF 2408.33 FEET, TO A CONCRETE RIGHT-OF-WAY MONUMENT WITH AN ALUMINUM DISC FOUND FOR CORNER;

NORTH 00 DEGREES 34 MINUTES 23 SECONDS WEST, A DISTANCE OF 1010.42 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT WITH AN ALUMINUM DISC FOUND FOR CORNER AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01 DEGREE 39 MINUTES 25 SECONDS, A RADIUS OF 7702.81 FEET, A CHORD BEARING OF NORTH 01 DEGREE 24 MINUTES 46 SECONDS WEST, AND A CHORD LENGTH OF 222.73 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC LENGTH OF 222.74 FEET, TO A CONCRETE RIGHT-OF-WAY MONUMENT WITH AN ALUMINUM DISC FOUND FOR CORNER;

NORTH 02 DEGREES 00 MINUTES 01 SECONDS EAST, A DISTANCE OF 141.04 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT WITH AN ALUMINUM DISC FOUND FOR CORNER AND BEING THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 04 DEGREES 24 MINUTES 13 SECONDS, A RADIUS OF 7714.81 FEET, A CHORD BEARING OF NORTH 05 DEGREES 26 MINUTES 04 SECONDS WEST, AND A CHORD LENGTH OF 592.80 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT AN ARC LENGTH OF 592.95 FEET, TO A CONCRETE RIGHT-OF-WAY MONUMENT WITH AN ALUMINUM DISC FOUND FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 28 DEGREES 43

MINUTES 26 SECONDS, A RADIUS OF 98.00 FEET, A CHORD BEARING OF NORTH 22 DEGREES 16 MINUTES 41 SECONDS WEST, AND A CHORD LENGTH OF 48.62 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT AN ARC LENGTH OF 49.13 FEET, TO A CONCRETE RIGHT-OF-WAY MONUMENT WITH AN ALUMINUM DISC FOUND FOR CORNER AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 06 DEGREES 29 MINUTES 03 SECONDS, A RADIUS OF 7702.81 FEET, A CHORD BEARING OF NORTH 11 DEGREES 15 MINUTES 19 SECONDS WEST, AND A CHORD LENGTH OF 871.25 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT AN ARC LENGTH OF 871.71 FEET, TO A CONCRETE RIGHT-OF-WAY MONUMENT WITH AN ALUMINUM DISC FOUND FOR CORNER;

NORTH 14 DEGREES 29 MINUTES 44 SECONDS WEST, A DISTANCE OF 200.89 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT WITH AN ALUMINUM DISC FOUND FOR CORNER;

NORTH 09 DEGREES 39 MINUTES 23 SECONDS WEST, A DISTANCE OF 142.48 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT WITH AN ALUMINUM DISC FOUND FOR CORNER;

NORTH 14 DEGREES 31 MINUTES 04 SECONDS WEST, A DISTANCE OF 508.91 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT WITH AN ALUMINUM DISC FOUND FOR CORNER AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 28 DEGREES 54 MINUTES 05 SECONDS, A RADIUS OF 98.00 FEET, A CHORD BEARING OF NORTH 28 DEGREES 30 MINUTES 51 SECONDS WEST, AND A CHORD LENGTH OF 48.91 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT AN ARC LENGTH OF 49.43 FEET, TO A CONCRETE RIGHT-OF-WAY MONUMENT WITH A ALUMINUM DISC FOUND FOR CORNER AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03 DEGREES 11 MINUTES 42 SECONDS, A RADIUS OF 7572.90 FEET, A CHORD BEARING OF NORTH 12 DEGREES 29 MINUTES 55 SECONDS WEST, AND A CHORD LENGTH OF 422.24 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT AN ARC LENGTH OF 422.30 FEET, TO A CONCRETE RIGHT-OF-WAY MONUMENT WITH AN ALUMINUM DISC FOUND FOR CORNER;

SOUTH 89 DEGREES 35 MINUTES 25 SECONDS EAST, A DISTANCE OF 30.77 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT WITH A ALUMINUM DISC FOUND FOR CORNER AND THE BEGINNING OF NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01 DEGREES 33 MINUTES 03



SECONDS, A RADIUS OF 7542.79 FEET, A CHORD BEARING OF NORTH 10 DEGREES 09 MINUTES 45 SECONDS WEST, AND A CHORD LENGTH OF 204.17 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT AN ARC LENGTH OF 204.18 FEET, TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR THE NORTHWEST CORNER OF AFORESAID 1845.082 ACRE TRACT AND ON THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO HATTON W. SUMNERS FOUNDATION FOR THE STUDY AND TEACHING OF THE SCIENCE OF SELF-GOVERNMENT, INC., A TEXAS NON-PROFIT CORPORATION BY DEED RECORDED IN VOLUME 13589, PAGE 161, DEED RECORDS, TARRANT COUNTY, TEXAS;

THENCE NORTH 89 DEGREES 30 MINUTES 35 SECONDS EAST, ALONG A NORTH LINE OF AFORESAID 1845.082 ACRE TRACT AND THE SOUTH LINE OF AFORESAID HATTON W. SUMNERS FOUNDATION TRACT, A DISTANCE OF 2454.47 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR AN ELL CORNER OF SAID 1845.082 ACRE TRACT AND THE SOUTHEAST CORNER OF SAID HATTON W. SUMNERS FOUNDATION TRACT;

THENCE NORTH 00 DEGREES 29 MINUTES 38 SECONDS WEST, ALONG A WEST LINE OF AFORESAID 1845.082 ACRE TRACT AND THE COMMON EAST LINE OF AFORESAID HATTON W. SUMNERS FOUNDATION TRACT, A DISTANCE OF 604.03 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO GREENFIELD DEVELOPMENT INC., BY DEED RECORDED IN VOLUME 10251, PAGE 1299, DEED RECORDS, TARRANT COUNTY, TEXAS;

THENCE NORTH 89 DEGREES 18 MINUTES 20 SECONDS EAST, ALONG A NORTH LINE OF AFORESAID 1845.082 ACRE TRACT AND THE COMMON SOUTH LINES OF AFORESAID GREENFIELD DEVELOPMENT TRACT AND AFORESAID DON G. AND RITA J. WINN TRUST TRACT, A DISTANCE OF 2653.20 FEET TO THE POINT OF BEGINNING AND CONTAINING 85,469,031 SQUARE FEET OR 1962.10 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARING - CITY OF ARLINGTON GPS MONUMENTATION, NAD83 SURFACE

"SAVE & EXCEPT" FROM TRACT ONE THE FOLLOWING TRACT:

BEING A 110.97 ACRE TRACT OF LAND SITUATED IN THE SAMUEL KEPHART SURVEY, ABSTRACT NO. 891 AND THE THOMAS D. NEWTON SURVEY, ABSTRACT NO. 1164, CITY OF ARLINGTON, TARRANT COUNTY, TEXAS, AND BEING ALL OF A CALLED 110.97 ACRE TRACT OF LAND, DESCRIBED AS THE "SAVE AND EXCEPT" TRACT IN A DEED TO LOBF, L.P. BY DEED RECORDED IN DOCUMENT NO. D204096335, DEED RECORDS, TARRANT COUNTY,

TEXAS. SAID 110.97 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A RAILROAD SPIKE FOUND FOR AN INSIDE ELL CORNER OF AFORESAID 1845.082 ACRE TRACT AND BEING THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO DON G. AND RITA J. WINN TRUST BY DEED RECORDED IN INSTRUMENT NO. D207016971, DEED RECORDS, TARRANT COUNTY, TEXAS;

THENCE SOUTH 00 DEGREES 56 MINUTES 38 SECONDS EAST, A DISTANCE OF 855.96 FEET TO A 3/4 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF AFORESAID 110.971 ACRE TRACT, BEING THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 46 MINUTES 51 SECONDS EAST, A DISTANCE OF 2342.37 FEET TO A 1 INCH SQUARE TUBE FOUND FOR THE INSIDE ELL CORNER OF AFORESAID 110.97 ACRE TRACT;

THENCE SOUTH 68 DEGREES 32 MINUTES 34 SECONDS EAST, A DISTANCE OF 282.28 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

THENCE SOUTH 86 DEGREES 00 MINUTES 45 SECONDS EAST, A DISTANCE OF 185.98 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER

THENCE SOUTH 88 DEGREES 03 MINUTES 37 SECONDS EAST, A DISTANCE OF 241.41 FEET TO A 3/4 INCH IRON ROD FOUND FOR CORNER;

THENCE NORTH 49 DEGREES 31 MINUTES 08 SECONDS EAST, A DISTANCE OF 285.94 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR CORNER;

THENCE SOUTH 89 DEGREES 49 MINUTES 20 SECONDS EAST, A DISTANCE OF 136.26 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

THENCE SOUTH 02 DEGREES 31 MINUTES 12 SECONDS EAST, A DISTANCE OF 255.86 FEET TO A 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "BRITTAIN&CRAWFORD" FOUND FOR CORNER;

THENCE SOUTH 32 DEGREES 22 MINUTES 38 SECONDS WEST, A DISTANCE OF 222.96 FEET TO A 1 INCH IRON ROD FOUND FOR CORNER;

THENCE SOUTH 46 DEGREES 01 MINUTES 29 SECONDS WEST, A DISTANCE OF 277.26 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "BRITTAIN&CRAWFORD" FOUND FOR CORNER;

THENCE SOUTH 88 DEGREES 56 MINUTES 31 SECONDS WEST, A DISTANCE OF 744.44 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "BRITTAIN&CRAWFORD" FOUND FOR CORNER;

THENCE SOUTH 89 DEGREES 27 MINUTES 53 SECONDS WEST, A DISTANCE OF 277.94 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

THENCE NORTH 55 DEGREES 45 MINUTES 57 SECONDS WEST, A DISTANCE OF 805.23 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

THENCE SOUTH 89 DEGREES 34 MINUTES 03 SECONDS WEST, A DISTANCE OF 674.35 FEET TO A 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "BRITTAIN&CRAWFORD" FOUND FOR THE SOUTHWEST CORNER OF AFORESAID 110.97 ACRE TRACT;

THENCE NORTH 00 DEGREES 32 MINUTES 29 SECONDS WEST, ALONG THE WEST LINE OF AFORESAID 110.97 ACRE TRACT, A DISTANCE OF 2520.73 FEET TO A 2 INCH IRON PIPE FOUND FOR THE NORTHWEST CORNER OF SAID 110.97 ACRE TRACT;

THENCE SOUTH 88 DEGREES 46 MINUTES 50 SECONDS EAST, ALONG THE NORTH LINE OF AFORESAID 110.97 ACRE TRACT, A DISTANCE OF 1618.96 FEET TO THE POINT OF BEGINNING AND CONTAINING 4,833,906 SQUARE FEET OR 110.97 ACRES OF LAND, MORE OR LESS.

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**TRACT TWO:**

BEING A 2.00 ACRE TRACT OF LAND SITUATED IN THE PATRICK G. DALTON SURVEY, ABSTRACT NO. 414, CITY OF ARLINGTON, TARRANT COUNTY, TEXAS, CONVEYED TO HC LOBF ARLINGTON, LLC, BY DEED RECORDED IN INSTRUMENT NO. D206323409, DEED RECORDS, TARRANT COUNTY, TEXAS. SAID 2.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF A 35.286 ACRE TRACT OF LAND CONVEYED BY DEED TO ARLINGTON LAKES, L.P., AS RECORDED IN VOLUME 13408, PAGE 419, DEED RECORDS, TARRANT COUNTY, TEXAS;

THENCE NORTH 89 DEGREES 35 MINUTES 38 SECONDS EAST, ALONG THE NORTH LINE OF SAID ARLINGTON LAKES TRACT, A DISTANCE OF 212.18 FEET TO A POINT, BEING ON THE SOUTHWEST RIGHT-OF-WAY OF OLD F.M. 157 (A VARIABLE WIDTH RIGHT-OF-WAY NOW CLOSED);

THENCE SOUTH 21 DEGREES 53 MINUTES 18 SECONDS EAST, ALONG SAID SOUTHWEST RIGHT-OF-WAY, A DISTANCE OF 442.39 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "BRITTAIN&CRAWFORD"

FOUND FOR THE NORTH CORNER OF AFORESAID 2.00 ACRE TRACT, BEING THE POINT OF BEGINNING;

THENCE SOUTH 21 DEGREES 50 MINUTES 34 SECONDS EAST, ALONG THE NORTHEAST LINE OF AFORESAID 2.00 ACRE TRACT AND THE COMMON SOUTHWEST RIGHT-OF-WAY OF AFORESAID OLD F.M. 157, A DISTANCE OF 843.24 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "BRITTAIN&CRAWFORD" FOUND FOR THE SOUTHEAST CORNER OF SAID 2.00 ACRE TRACT;

THENCE SOUTH 82 DEGREES 43 MINUTES 04 SECONDS WEST, ALONG THE SOUTH LINE OF AFORESAID 2.00 ACRE TRACT AND THE NORTH LINE OF A CALLED 22.05 ACRE TRACT OF LAND CONVEYED TO THE CITY OF ARLINGTON BY DEED RECORDED IN VOLUME 15590, PAGE 18, DEED RECORDS, TARRANT COUNTY, TEXAS, A DISTANCE OF 213.06 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "BRITTAIN&CRAWFORD" FOUND FOR THE SOUTHWEST CORNER OF SAID 2.00 ACRE TRACT AND THE INSIDE ELL CORNER OF SAID 22.05 ACRE TRACT;

THENCE NORTH 07 DEGREES 12 MINUTES 25 SECONDS WEST, ALONG THE WEST LINE OF AFORESAID 2.00 ACRE TRACT AND THE COMMON EAST LINE OF AFORESAID 22.05 ACRE TRACT, A DISTANCE OF 816.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 86,947 SQUARE FEET OR 2.00 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARING - CITY OF ARLINGTON GPS MONUMENTATION, NAD83 SURFACE

**TRACT THREE:**

BEING A 45.251 ACRE TRACT OF LAND SITUATED IN THE PATRICK G. DALTON SURVEY, ABSTRACT NO. 414, AND THE WILLIAM JENKINS SURVEY, ABSTRACT NO. 856, CITY OF ARLINGTON, TARRANT COUNTY, TEXAS, BEING ALL OF A CALLED 45.251 ACRE TRACT OF LAND, CONVEYED AS TRACT FOUR TO LOBF, L.P. BY DEED RECORDED IN DOCUMENT NO. D204096335, DEED RECORDS, TARRANT COUNTY, TEXAS, BEING ALL OF LOTS 1 AND 2, BLOCK 1, VIRIDIAN ADDITION, AN ADDITION TO THE CITY OF ARLINGTON, AS RECORDED IN CABINET A, SLIDE 12993, PLAT RECORDS, TARRANT COUNTY, TEXAS, AND ALL OF PARCELS 1, 2, 3, 4 AND 5 AS CONVEYED TO HC LOBF ARLINGTON, LLC, AS RECORDED IN INSTRUMENT NO. D206323409, DEED RECORDS, TARRANT COUNTY, TEXAS. SAID 45.251 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "BRITTAIN&CRAWFORD" FOUND FOR THE NORTH CORNER OF AFORESAID 45.251 ACRE TRACT AND BEING ON THE WEST RIGHT-OF-WAY OF F.M. 157

(A VARIABLE WIDTH RIGHT-OF-WAY) AND ON THE EAST RIGHT-OF-WAY OF OLD F.M. 157 (A VARIABLE WIDTH RIGHT-OF-WAY NOW CLOSED) AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 04 DEGREES 11 MINUTES 08 SECONDS, A RADIUS OF 7702.79 FEET, A CHORD BEARING OF SOUTH 12 DEGREES 27 MINUTES 30 SECONDS EAST, AND A CHORD LENGTH OF 562.59 FEET;

THENCE ALONG THE EAST LINE OF AFORESAID 45.251 ACRE TRACT AND THE COMMON WEST RIGHT-OF-WAY OF F.M. 157 THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC LENGTH OF 562.71 FEET, TO A CONCRETE RIGHT-OF-WAY MONUMENT WITH AN ALUMINUM DISC FOUND FOR CORNER;

SOUTH 14 DEGREES 29 MINUTES 51 SECONDS EAST, A DISTANCE OF 843.12 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT WITH AN ALUMINUM DISC FOUND FOR CORNER AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 13 DEGREES 56 MINUTES 23 SECONDS, A RADIUS OF 7572.81 FEET, A CHORD BEARING OF SOUTH 07 DEGREES 32 MINUTES 07 SECONDS EAST, AND A CHORD LENGTH OF 1837.89 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 1842.43 FEET, TO A CONCRETE RIGHT-OF-WAY MONUMENT WITH AN ALUMINUM DISC FOUND FOR CORNER;

SOUTH 00 DEGREES 32 MINUTES 59 SECONDS EAST, A DISTANCE OF 1011.25 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT WITH AN ALUMINUM DISC FOUND FOR CORNER AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 DEGREES 20 MINUTES 40 SECONDS, A RADIUS OF 7702.80 FEET, A CHORD BEARING OF SOUTH 06 DEGREES 14 MINUTES 20 SECONDS EAST, AND A CHORD LENGTH OF 1522.65 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC LENGTH OF 1525.14 FEET, TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF AFORESAID 45.251 ACRE TRACT;

THENCE SOUTH 82 DEGREES 46 MINUTES 55 SECONDS WEST, ALONG THE SOUTH LINE OF AFORESAID 45.251 ACRE TRACT, A DISTANCE OF 24.91 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 45.251 ACRE TRACT AND BEING ON THE EAST RIGHT-OF-WAY OF AFORESAID OLD F.M. 157;

THENCE ALONG THE WEST LINE OF AFORESAID 45.251 ACRE TRACT AND THE COMMON EAST RIGHT-OF-WAY OF AFORESAID OLD F.M. 157 THE FOLLOWING COURSES AND DISTANCES:

NORTH 21 DEGREES 51 MINUTES 02 SECONDS WEST, A DISTANCE OF 1508.74 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "BRITAIN&CRAWFORD" FOUND FOR CORNER AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 21 DEGREES 16 MINUTES 14 SECONDS, A RADIUS OF 1860.00 FEET, A CHORD BEARING OF NORTH 11 DEGREES 18 MINUTES 12 SECONDS WEST, AND A CHORD LENGTH OF 686.55 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 690.50 FEET, TO A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "BRITAIN&CRAWFORD" FOUND FOR CORNER;

NORTH 00 DEGREES 40 MINUTES 04 SECONDS WEST, A DISTANCE OF 3343.13 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "BRITAIN&CRAWFORD" FOUND FOR CORNER;

NORTH 02 DEGREES 08 MINUTES 14 SECONDS EAST, A DISTANCE OF 299.32 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,971,112 SQUARE FEET OR 45.251 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARING – CITY OF ARLINGTON GPS MONUMENTATION, NAD83 SURFACE

SAVE AND EXCEPT THE FOLLOWING PARCELS:

PARCEL NO. 1, RECORDED IN INSTRUMENT NO. D209230662  
PARCEL NO. 2, RECORDED IN INSTRUMENT NO. D209230666  
PARCEL NO. 3, RECORDED IN INSTRUMENT NO. D209230658  
PARCEL NO. 4, RECORDED IN INSTRUMENT NO. D209230654  
PARCEL NO. 5, RECORDED IN INSTRUMENT NO. D209230650

ALL PARCELS RECORDED IN DEED RECORDS, TARRANT COUNTY, TEXAS

**TRACT FOUR:**

BEING a 109.46 acre tract of land situated in the John Childress Survey, Abstract No. 249, City of Arlington, Tarrant County, Texas, conveyed by deed to HC LOBF Arlington, LLC, as recorded in Instrument No. D207281074, Deed Records, Tarrant County, Texas. Said 109.46 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 5/8 inch iron rod for the southwest corner of said HC LOBF Arlington tract and the southeast corner of a tract of land conveyed as Tract 1 to Jacqueline Ferris Baker, as recorded in Volume 12042, Page 2279, Deed Records, Tarrant County, Texas, also being in the north line of a 1962.42 acre tract of land

conveyed to said HC LOBF Arlington, LLC, as recorded in Document No. D206323409, Deed Records, Tarrant County, Texas;

THENCE North 00 Degrees 02 Minutes 26 Seconds East, along the west line of said 109.46 tract, the east line of said Baker tract and the east line of a 33.53 tract acre land of land conveyed to said HC LOBF Arlington, LLC, as recorded in Instrument No. D208057476, Deed Records, Tarrant County, Texas, being a common line, for a distance of 1911.51 feet to a found 5/8 inch iron rod with Carter & Burgess cap for corner, being in the south right-of-way line of Trinity Railway Express (a variable width R.O.W.);

THENCE North 73 Degrees 44 Minutes 45 Seconds East, leaving said common line and following along said south right-of-way line of Trinity Railway Express, for a distance of 1680.59 feet to a found 5/8 inch iron rod with Carter & Burgess cap for corner, being the beginning of a tangent curve to the right having a radius of 11359.20 feet, a central angle of 5 Degrees 45 Minutes 07 Seconds and a long chord which bears North 76 Degrees 37 Minutes 19 Seconds East, 1139.88 feet;

THENCE northeasterly, along said south right-of-way line and said curve to the right, an arc distance of 1140.36 feet to a found 5/8 inch iron rod with Carter & Burgess cap for corner;

THENCE South 00 Degrees 25 Minutes 11 Seconds West, leaving said south right-of-way line, at a distance of 52.08 feet, passing a found 1/2 inch iron rod for the northwest corner of a called 117.34 acre tract of land conveyed to said LOBF, L.C., as recorded in Instrument No. D204096335, Deed Records, Tarrant County, Texas, and continuing with the west line of said 117.34 acre tract and the east line of said 109.46 acre tract, being a common line, for a total distance of 542.19 feet to a found 1/2 inch iron rod for corner;

THENCE South 89 Degrees 21 Minutes 10 Seconds West, continuing along said common line, for a distance of 722.07 feet to a found 1/2 inch iron rod for corner;

THENCE South 00 Degrees 47 Minutes 09 Seconds East, continuing along said common line, for a distance of 515.21 feet to a found 5/8 inch iron rod for corner, being a northwest corner of said 1962.10 acre tract;

THENCE South 00 Degrees 42 Minutes 27 Seconds East, leaving said common line, and following along said east line of said 109.46 acre tract and the west line of said 1962.42 acre tract, being a common line, for a distance of 1581.70 feet to a found 1/2 inch iron rod with Britain & Crawford cap for corner;

THENCE North 89 Degrees 57 Minutes 36 Seconds West, continuing along said common line, for a distance of 2024.33 feet to the POINT OF BEGINNING and CONTAINING 4,767,971 square feet or 109.46 acres of land, more or less.

BASIS OF BEARING – CITY OF ARLINGTON GPS MONUMENTATION, NAD83 SURFACE

**TRACT FIVE:**

BEING a 22.05 acre tract of land situated in the John Childress Survey, Abstract No. 249, City of Arlington, Tarrant County, Texas, conveyed by deed to HC LOBF Arlington, LLC, as recorded in Instrument No. D208035814, Deed Records, Tarrant County, Texas. Said 22.05 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 5/8 inch iron rod with Carter & Burgess cap for the northeast corner of said 22.05 acre tract and the northwest corner of a 33.53 acre tract of land conveyed by deed to said HC LOBF Arlington, LLC, as recorded in Instrument No. D208057476, Deed Records, Tarrant County, Texas, also being in the south right-of-way line of Trinity Railway Express (a variable width R.O.W.);

THENCE South 00 Degrees 45 Minutes 46 Seconds East, leaving said south right-of-way line and following along the common line of said 22.05 acre tract and said 33.53 acre tract, for a distance of 1005.32 feet to a found 1/2 inch iron rod for corner, being a northwest corner of a 1962.42 acre tract of land conveyed by deed to said HC LOBF Arlington, LLC, as recorded in Document No. D206323409, Deed Records, Tarrant County, Texas;

THENCE South 89 Degrees 19 Minutes 07 Seconds West, leaving said common line and following along the south line of said 22.05 acre tract and the north line of said 1962.42 acre tract, being a common line, for a distance of 931.05 feet to a found 1/2 inch iron rod with Brittain & Crawford cap for corner;

THENCE North 00 Degrees 10 Minutes 09 Seconds East, continuing along said common line, for a distance of 199.93 feet to a found 1/2 inch iron rod for corner;

THENCE South 89 Degrees 18 Minutes 31 Seconds West, continuing along said common line, for a distance of 314.79 feet to a found 5/8 inch iron rod with Carter & Burgess cap for the southeast corner of a called 0.09 acre tract of land conveyed to The State of Texas, as recorded in Document No. D204331672, Deed Records, Tarrant County, Texas;

THENCE North 04 Degrees 18 Minutes 52 Seconds East, leaving said common line, and following along the east line of said State of Texas tract and the west line of said 22.05 acre tract, being a common line, for a distance of 274.80 feet to a found 5/8 inch iron rod with Carter & Burgess cap for corner;

THENCE North 21 Degrees 41 Minutes 09 Seconds West, continuing along said common line, for a distance of 121.28 feet to a found 5/8 inch iron rod with Carter & Burgess cap for corner, being the beginning of a non-tangent curve to the left having a radius of 308.76 feet, a central angle of 01 Degrees 52 Minutes 31 Seconds and a long chord which bears North 22 Degrees 48 Minutes 49 Seconds West, 10.11 feet;



THENCE northwesterly, along said common line and said non-tangent curve to the left, an arc distance of 10.11 feet to a found 5/8 inch iron rod with Carter & Burgess cap for corner;

THENCE North 00 Degrees 26 Minutes 37 Seconds West, continuing along said common line, for a distance of 4.75 feet to a found 5/8 inch iron rod with Carter & Burgess cap for corner for the southwest corner of a tract of land conveyed to Texas Pipeline Company, as recorded in Volume 4192, Page 119, Deed Records, Tarrant County, Texas;

THENCE North 73 Degrees 44 Minutes 45 Seconds East, leaving said common line, and following along the south line of said Texas Pipeline tract and the north line of said 22.05 acre tract, being a common line, for a distance of 189.46 feet to a found 5/8 inch iron rod with Carter & Burgess cap for corner;

THENCE North 16 Degrees 15 Minutes 15 Seconds West, continuing along said common line, for a distance of 50.00 feet to a found 5/8 inch iron rod with Carter & Burgess cap for corner, being in said south right-of-way line of Trinity Railway Express;

THENCE North 73 Degrees 44 Minutes 45 Seconds East, leaving said common line and following along said south right-of-way line, for a distance of 1137.45 feet to the POINT OF BEGINNING and CONTAINING 960,336 square feet or 22.05 acres of land, more or less.

**BASIS OF BEARING – CITY OF ARLINGTON GPS MONUMENTATION, NAD83 SURFACE**

**TRACT SIX:**

BEING a 33.53 acre tract of land situated in the John Childress Survey, Abstract No. 249, City of Arlington, Tarrant County, Texas, conveyed by deed to HC LOBF Arlington, LLC, as recorded in Instrument No. D208057476, Deed Records, Tarrant County, Texas. Said 33.53 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 5/8 inch iron rod with Carter & Burgess cap for the northwest corner of said 33.53 acre tract and the northeast corner of a 22.05 acre tract of land conveyed by deed to HC LOBF Arlington, LLC, as recorded in Instrument No. D208035814, Deed Records, Tarrant County, Texas, also being in the south right-of-way line of Trinity Railway Express (a variable width R.O.W.);

THENCE North 73 Degrees 44 Minutes 45 Seconds East, along said south right-of-way line, for a distance of 1429.60 feet to a found 5/8 inch iron rod with Carter & Burgess cap, being the northwest corner of a 109.46 acre tract of land conveyed by deed to said HC LOBF Arlington, LLC, as recorded in Instrument No. D207281074, Deed Records, Tarrant County, Texas;

THENCE South 00 Degrees 02 Minutes 26 Seconds West, leaving said south right-of-way line, and following along the east line of said 33.53 acre tract and the west line of said 109.46 acre tract, being a common line, for a distance of 1197.91 feet to a found 5/8 inch iron rod with Carter & Burgess cap, being the northeast corner of a tract of land conveyed as Tract 1 to Jacqueline Ferris Baker, as recorded in Volume 12042, Page 2279, Deed Records, Tarrant County, Texas;

THENCE North 89 Degrees 51 Minutes 38 Seconds West, leaving said common line, and following along the south line of said 33.53 acre tract and the north line of said Baker tract, being a common line, for a distance of 1220.66 feet to a found 5/8 inch iron rod with Carter & Burgess cap, being the northwest corner of a tract of land conveyed as Tract 2 to said Jacqueline Ferris Baker, as recorded in said Volume 12042, Page 2279, Deed Records, Tarrant County, Texas;

THENCE South 00 Degrees 02 Minutes 26 Seconds West, continuing along said common line, for a distance of 713.60 feet to a found 5/8 inch iron rod with Carter & Burgess cap, being in the north line of a 1962.42 acre tract of land conveyed by deed to said HC LOBF Arlington, LLC, as recorded in Document No. D206323409, Deed Records, Tarrant County, Texas;

THENCE North 89 Degrees 51 Minutes 38 Seconds West, leaving said common line, and following along the south line of said 33.53 acre tract and the north line of said 1962.42 acre tract, being a common line, for a distance of 135.43 feet to a found 5/8 inch iron rod for corner;

THENCE North 00 Degrees 11 Minutes 10 Seconds West, continuing along said common line, for a distance of 502.84 feet to a found 1/2 inch iron rod, being the southeast corner of said 22.05 acre tract;

THENCE North 00 Degrees 45 Minutes 46 Seconds West, leaving said common line, and following along the west line of said 33.53 acre tract and the east line of said 22.05 acre tract, being a common line, for a distance of 1005.32 feet to the POINT OF BEGINNING and CONTAINING 1,460,368 square feet or 33.53 acres of land, more or less.

**BASIS OF BEARING -- CITY OF ARLINGTON GPS MONUMENTATION, NAD83 SURFACE**

**TRACT SEVEN:**

BEING a 0.15 acre tract of land situated in the John Burnett Survey, Abstract No. 178, City of Arlington, Tarrant County, Texas, conveyed by deed to HC Property Arlington, LLC, as recorded in Instrument No. D206323410, Deed Records, Tarrant County, Texas, being a part of a called 117.34 acre tract of land conveyed to LOBF, L.P., as recorded in Instrument No. D204096335, Deed Records, Tarrant County, Texas. Said 0.15 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2 inch iron rod for a northwest corner of said 117.34 acre tract and being in the south right-of-way line of Trinity Railway Express (a variable width R.O.W.), also being the beginning of a non-tangent curve to the right having a central angle of 00 Degrees 37 Minutes 08 Seconds, a radius of 11309.20 feet, a chord bearing of North 79 Degrees 39 Minutes 16 Seconds East, and a chord length of 122.18 feet;

THENCE along said non-tangent curve to the right, an arc length of 122.18 feet, to a found 1/2 inch iron rod with a plastic cap stamped "Brittain&Crawford" for corner;

THENCE South 00 Degrees 25 Minutes 43 Seconds West, a distance of 55.39 feet to a found 5/8 inch iron rod with a yellow plastic cap stamped "Carter Burgess" for corner;

THENCE South 82 Degrees 01 Minutes 28 Seconds West, over and across said 117.34 acre tract, a distance of 121.32 feet to a found 5/8 inch iron rod with a yellow plastic cap stamped "Carter Burgess" for corner on a west line of said 117.34 acre tract;

THENCE North 00 Degrees 25 Minutes 11 Seconds East, along said west line of said 117.34 acre tract, a distance of 50.28 feet to the POINT OF BEGINNING and CONTAINING 6,355 square feet or 0.15 acres of land, more or less.

BASIS OF BEARING – CITY OF ARLINGTON GPS MONUMENTATION, NAD83 SURFACE

**TRACT EIGHT:**

BEING a 0.18 acre tract of land situated in the John Burnett Survey, Abstract No. 178, City of Arlington, Tarrant County, Texas, conveyed by deed to HC Property Arlington, LLC, as recorded in Instrument No. D206323410, Deed Records, Tarrant County, Texas, being a part of a called 117.34 acre tract of land conveyed to LOBF, L.P., as recorded in Instrument No. D204096335, Deed Records, Tarrant County, Texas. Said 0.18 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2 inch iron rod with a plastic cap stamped "Brittain&Crawford" for corner for a north corner of said 117.34 acre tract;

THENCE South 02 Degrees 25 Minutes 03 Seconds East, a distance of 38.66 feet to a found 5/8 inch iron rod with a yellow plastic cap stamped "Carter Burgess" for corner;

THENCE South 88 Degrees 34 Minutes 22 Seconds West, over and across said 117.34 acre tract, a distance of 376.96 feet to a found 5/8 inch iron rod with a yellow plastic cap stamped "Carter Burgess" for corner on a north line of said 117.34 acre tract, and being the beginning of a non-tangent curve to the right having a central angle of 01 Degrees 56 Minutes 01 Seconds, a radius of 11209.22 feet, a chord bearing of North 82 Degrees 42 Minutes 29 Seconds East, and a chord length of 378.27 feet;

THENCE along said non-tangent curve to the right, an arc length of 378.29 feet to the POINT OF BEGINNING and CONTAINING 7,688 square feet or 0.18 acres of land, more or less.

BASIS OF BEARING - CITY OF ARLINGTON GPS MONUMENTATION, NAD83 SURFACE

**TRACT NINE:**

BEING A 0.03 ACRE TRACT OF LAND SITUATED IN THE R.H. CALLOWAY SURVEY, ABSTRACT NO. 337, CITY OF ARLINGTON, TARRANT COUNTY, TEXAS, CONVEYED TO HC LOBF ARLINGTON, LLC, AS RECORDED IN INSTRUMENT NO. D206323409, DEED RECORDS, TARRANT COUNTY, TEXAS, SAID 0.03 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "BRITTAIN & CRAWFORD" FOUND FOR THE NORTHEAST CORNER OF AFORESAID 0.03 ACRE TRACT AND BEING ON THE SOUTH RIGHT-OF-WAY LINE OF TRINITY RAILWAY EXPRESS (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE SOUTH 00 DEGREES 29 MINUTES 13 SECONDS EAST, ALONG THE EAST LINE OF AFORESAID 0.03 ACRE TRACT, A DISTANCE OF 77.21 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "BRITTAIN&CRAWFORD" FOUND FOR THE SOUTH CORNER OF SAID 0.03 ACRE TRACT AND BEING ON THE EAST RIGHT-OF-WAY LINE OF SOUTH EULESS MAIN STREET (A VARIABLE WIDTH RIGHT-OF-WAY) AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07 DEGREES 49 MINUTES 57 SECONDS, A RADIUS OF 311.36 FEET, A CHORD BEARING OF NORTH 28 DEGREES 45 MINUTES 05 SECONDS WEST, AND A CHORD LENGTH OF 42.53 FEET;

THENCE ALONG THE WEST LINE OF AFORESAID 0.03 TRACT AND THE COMMON EAST RIGHT-OF-WAY LINE OF AFORESAID SOUTH EULESS MAIN STREET, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC LENGTH OF 42.56 FEET, TO A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "BRITTAIN&CRAWFORD" FOUND FOR CORNER;

NORTH 31 DEGREES 11 MINUTES 27 SECONDS WEST, A DISTANCE OF 12.20 FEET TO A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "BRITTAIN&CRAWFORD" FOUND FOR CORNER AND BEING THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04 DEGREES 42 MINUTES 05 SECONDS, A RADIUS OF 261.48 FEET, A CHORD BEARING OF NORTH 28 DEGREES 50 MINUTES 23 SECONDS WEST, AND A CHORD LENGTH OF 21.45 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC LENGTH OF 21.46 FEET, TO A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "BRITTAIN&CRAWFORD" FOUND FOR THE NORTHWEST CORNER OF AFORESAID 0.03 ACRE TRACT AND BEING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF AFORESAID SOUTH EULESS MAIN STREET AND THE SOUTH RIGHT-OF-WAY LINE OF AFORESAID TRINITY RAILWAY EXPRESS;

THENCE NORTH 73 DEGREES 39 MINUTES 39 SECONDS EAST, ALONG THE NORTH LINE OF AFORESAID 0.03 ACRE TRACT AND THE COMMON SOUTH RIGHT-OF-WAY LINE OF AFORESAID TRINITY RAILWAY EXPRESS, A DISTANCE OF 38.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,387 SQUARE FEET OR 0.03 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARING – CITY OF ARLINGTON GPS MONUMENTATION, NAD83 SURFACE

**TRACT TEN:**

BEING A 4.254 ACRE TRACT OF LAND SITUATED IN THE JOHN BURNETT SURVEY, ABSTRACT NO. 178, CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, AND BEING ALL OF A CALLED 4.254 ACRE TRACT OF LAND, CONVEYED AS TRACT SIX TO LOBF, L.P. BY DEED RECORDED IN DOCUMENT NO.D204096335, DEED RECORDS, TARRANT COUNTY, TEXAS. SAID 4.254 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "BRITTAIN&CRAWFORD" FOUND FOR THE NORTHWEST CORNER OF AFORESAID 4.254 ACRE TRACT AND BEING THE NORTHEAST CORNER OF BLOCK 1 OF POST OAK VILLAGE ADDITION TO THE CITY OF FORT WORTH BY PLAT RECORDED IN VOLUME 388-144, PAGE 66, PLAT RECORDS, TARRANT COUNTY, TEXAS AND BEING ON THE SOUTH RIGHT-OF-WAY OF TRINITY BOULEVARD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE SOUTH 80 DEGREES 36 MINUTES 41 SECONDS EAST, ALONG THE NORTH LINE OF AFORESAID 4.254 ACRE TRACT AND THE COMMON SOUTH RIGHT-OF-WAY OF AFORESAID TRINITY BOULEVARD, A DISTANCE OF 101.28 FEET TO A "X" CUT FOUND FOR THE NORTHEAST CORNER OF AFORESAID 4.254 ACRE TRACT AND BEING THE NORTHWEST CORNER OF LOT 1, BLOCK 1 OF THE TRINITY/360 ADDITION TO THE CITY OF FORT WORTH BY PLAT RECORDED IN CABINET "A", SLIDE 2590, PLAT RECORDS, TARRANT COUNTY, TEXAS;

THENCE SOUTH 00 DEGREES 15 MINUTES 42 SECONDS WEST, ALONG THE EAST LINE OF AFORESAID 4.254 ACRE TRACT AND THE COMMON WEST

LINE OF AFORESAID LOT 1, BLOCK 1, TRINITY/360 ADDITION AND THE WEST LINE OF A TRACT OF LAND CONVEYED TO DALLAS-FORT WORTH REGIONAL AIRPORT BOARD BY DEED RECORDED IN VOLUME 6653, PAGE 856, DEED RECORDS, TARRANT COUNTY, TEXAS AND THE WEST LINE OF LOT 1, BLOCK 1 OF THE INTERNATIONAL AIRPORT SUBSTATION ADDITION TO THE CITY OF FORT WORTH BY PLAT RECORDED IN VOLUME 388-213, PAGE 59, PLAT RECORDS, TARRANT COUNTY, TEXAS, A DISTANCE OF 1836.13 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" SET FOR THE SOUTHEAST CORNER OF SAID 4.254 ACRE TRACT AND BEING ON THE NORTH RIGHT-OF-WAY OF TRINITY RAILWAY EXPRESS (A VARIABLE WIDTH RIGHT-OF-WAY) AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 00 DEGREES 30 MINUTES 06 SECONDS, A RADIUS OF 11609.16 FEET, A CHORD BEARING OF SOUTH 79 DEGREES 54 MINUTES 15 SECONDS WEST, AND A CHORD LENGTH OF 101.65 FEET;

THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT, AND ALONG THE SOUTH LINE OF AFORESAID 4.254 ACRE TRACT AND THE COMMON NORTH RIGHT-OF-WAY OF AFORESAID TRINITY RAILWAY EXPRESS, AN ARC LENGTH OF 101.65 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR THE SOUTHWEST CORNER OF SAID 4.254 ACRE TRACT AND BEING THE SOUTHEAST CORNER OF BLOCK 2 OF SAID POST OAK VILLAGE ADDITION TO THE CITY OF FORT WORTH BY PLAT RECORDED IN VOLUME 388-144, PAGE 66, PLAT RECORDS, TARRANT COUNTY, TEXAS;

THENCE NORTH 00 DEGREES 15 MINUTES 42 SECONDS EAST, ALONG THE WEST LINE OF AFORESAID 4.25 ACRE TRACT AND THE COMMON EAST LINE OF AFORESAID BLOCK 2 AND BLOCK 1 OF POST OAK VILLAGE ADDITION, A DISTANCE OF 1870.47 FEET TO THE POINT OF BEGINNING AND CONTAINING 185,318 SQUARE FEET OR 4.254 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARING CITY OF ARLINGTON GPS MONUMENTATION, NAD83 SURFACE

NOTE: The Company does not represent that the above square footage or acreage calculations are correct.

## EXHIBIT "C"

### Initial Rules

The following initial Rules shall be subject to amendment or modification in accordance with Section 7.2 of the Community Charter for Viridian Residential Properties.

1. **General.** All Units shall be subject to the restrictions on use, occupancy, and transfer of Units set forth in Section 7.1 of the Charter, except as otherwise provided in that Section.

2. **Restricted Activities.** Unless expressly authorized by, and then subject to such conditions as may be imposed by the Board, the following activities are prohibited within the Residential Community:

(a) repair or maintenance of motor vehicles, except that an occupant of a Unit may perform minor, routine maintenance to the occupant's passenger vehicle while parked inside the garage on the Unit;

(b) parking of any boat trailer, recreational vehicle, camping unit, bus, commercial use truck, or self-propelled or towable equipment or machinery of any sort, or any inoperable vehicles, on any public or private street within the Residential Community or on any Unit unless in an enclosed structure or behind a solid fence approved pursuant to Article 5 so as not to be visible from the street, and parking of any other vehicle on a Unit in places other than the garage or driveway serving the Unit, except that (i) service and delivery vehicles and, during the construction of Improvements on a Unit, necessary construction vehicles, may be parked in the driveway of the Unit or on adjacent streets during daylight hours for any period of time reasonably necessary to provide service or to make a delivery to the Unit or the Common Area; and (ii) the Founder and authorized Builders may park and use construction vehicles, trailers, and other equipment on a Unit or Common Area in connection with their construction, development, marketing, and sale of property in the Residential Community.

(c) use of any garage for storage or other activities that preclude its use for parking of that number of vehicles for which it was designed;

(d) parking of any vehicle in such manner as to block or obstruct any public or private street, sidewalk, driveway, or mailbox, or the view of traffic;

(e) parking of any vehicle in the Residential Community, regardless of size, that transports inflammatory or explosive cargo;

(f) parking of any vehicle on a public or private street within the Residential Community unless all available spaces in both the garage and driveway serving the Unit are occupied with vehicles;

(g) raising, breeding, or keeping animals, except that dogs or cats, not to exceed a total of three, and a reasonable number of other small common household pets of the type typically confined to cages or tanks (e.g., birds, hamsters, fish, etc.) may be kept in the dwelling on a Unit. This shall not preclude the occupant of a Unit from taking a dog or cat outside the dwelling; however, those pets which are permitted to roam free or, in the Board's sole discretion, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Units shall be removed upon the Board's request. If the pet owner fails to honor such request, the Board may remove the pet. Dogs shall be kept

on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling. Pets shall be registered, licensed, and inoculated as required by law.

(h) any activity that emits foul or obnoxious odors outside the Unit or creates noise or other conditions that tend to disturb the peace or threaten the safety of the occupants of other Units;

(i) any activity that violates local, state, or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;

(j) pursuit of hobbies or other activities that tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures on the Unit;

(k) any noxious or offensive activity that in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Units;

(l) outside burning of trash, leaves, garbage, debris, or other materials, except such debris as may be permitted to be burned during the normal course of constructing a dwelling on a Unit;

(m) use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Units, except alarm devices used exclusively for security purposes;

(n) use and discharge of firecrackers and other fireworks;

(o) accumulation of rubbish, trash, or garbage except between regular garbage pick ups, and then only in approved containers (this provision shall not restrict composting of grass clippings, leaves, brush, or other vegetation in a manner approved pursuant to Article 5 of the Charter;

(p) discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;

(q) on-site storage of fuel, except that a reasonable amount of fuel may be stored on each Unit for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Residential Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment;

(r) hunting of birds, reptiles, or mammals, and fishing in lakes or ponds on Common Area;

(s) any activities that materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Residential Community or that use excessive amounts of water or which result in unreasonable levels of sound or light pollution;

(t) conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area on any Unit without prior approval pursuant to Article 5;

(u) outdoor storage of any kind, except in areas, if any, approved pursuant to Article 5 and screened in an approved manner from view of neighboring property and streets;



(v) outdoor airing or drying of clothes, rugs, bedding, or similar items unless screened from view of other properties in the Residential Community by a screening method approved pursuant to Article 5;

(w) excavation of sand, gravel, or soil, except in connection with a grading and/or building plan approved pursuant to Article 5;

(x) garage sales or estate sales or other sales of personal or business property, except that the occupants of Unit may register with the Residential Association and obtain a permit to conduct one garage or estate sale on the Unit each calendar year, not to exceed 3 days in duration. No signs, balloons, banners, or other items shall be placed in the Residential Community or on adjacent rights-of-way advertising such sale, except that one sign, not to exceed four square feet per side or five feet in height, may be posted on the Unit on which the sale is being conducted to identify the location and hours of the sale;

(y) any modification of any thing, permanently or temporarily, on the outside portions of the Unit, whether such portion is improved or unimproved, except in strict compliance with the provisions of Article 5 of the Charter. This shall include, without limitation, signs, basketball hoops, and swing sets and similar sports and play equipment; garbage cans; woodpiles; above-ground swimming pools; docks, piers, and similar structures; hedges; walls; dog runs; animal pens; storage sheds, and satellite dishes or antennas, except that:

(i) an antenna designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is one meter or less in diameter; or

(ii) an antenna designed to receive video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(iii) an antenna that is designed to receive television broadcast signals;

(collectively, "**Permitted Antennas**") shall be permitted on Units, subject to such reasonable requirements as to location and screening as may be set forth in the Architectural Guidelines, consistent with applicable law, in order to minimize obtrusiveness as viewed from streets and adjacent property. The Founder and/or the Residential Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or a portion of the Residential Community, should any master system or systems be utilized by the Residential Association and require such exterior apparatus; and

(z) operation of a golf cart on public or private streets within the Residential Community, except as the Residential Association may specifically authorize and then subject to such additional rules as the Board may adopt, which may include, without limitation, specific requirements as to registration, licensing, and size, type, color, and equipping of any golf carts operated within the Residential Community and requirements as to the minimum age of operators.

3. **Prohibited Conditions.** The following shall be prohibited in the Residential Community:

(a) Plants, animals, devices, or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Residential Community; and

(b) Structures, equipment, or other items on the exterior portions of a Unit that have become rusty, dilapidated, or otherwise fallen into disrepair.

EXHIBIT "D"

Certificate of Formation of Viridian Residential Association, Inc.

APR 18 2012

CERTIFICATE OF FORMATION  
OF  
VIRIDIAN RESIDENTIAL ASSOCIATION  
Corporations Section

I, the undersigned, being of the age of eighteen years or more, acting as incorporator of a corporation under the Texas Nonprofit Corporation Law, do hereby adopt the following Certificate of Formation for such corporation.

Article 1. Name. The name of the corporation is Viridian Residential Association (the "Residential Association").

Article 2. Principal Office. The initial principal office of the Residential Association is located at 8200 Douglas Ave, Suite 300, Dallas, Texas 75225.

Article 3. Duration. The Residential Association shall have perpetual duration.

Article 4. Applicable Statute. The corporation is organized pursuant to the provisions of the Texas Nonprofit Corporation Law, as set forth in Chapters 20 and 22, and the provisions of Title 1 applicable to nonprofit corporations, of the Texas Business Organizations Code, as it may be amended (the "Act").

Article 5. Defined Terms. Capitalized terms used in this Certificate of Formation and not otherwise defined in this Certificate shall have the meanings set forth in the Community Charter for Viridian Residential Properties, recorded or to be recorded by HC LOBF Arlington, LLC, a Texas limited liability company (the "Founder"), in the Office of the County Clerk of Tarrant County, Texas, as it may be amended (the "Charter").

Article 6. Purposes and Powers. The Residential Association does not contemplate pecuniary gain or profit, direct or indirect, to its members.

(a) By way of explanation and not limitation, the purposes for which the Residential Association is formed are:

(i) to be and constitute the Residential Association to which reference is made in the Charter, to perform all obligations and duties of the Residential Association, and to exercise all rights and powers of the Residential Association, as specified therein, in the By-Laws of the Residential Association ("By-Laws") and as provided by law; and

(ii) to provide an entity for the furtherance of the interests of the owners of that real property that is subject to the terms of the Charter (the "Residential Community").

(b) In furtherance of its purposes, the Residential Association shall have the following powers, which, unless indicated otherwise by the Charter or By-Laws, may be exercised by its board of directors:

(i) all of the powers conferred upon nonprofit corporations by common law and the statutes of the State of Texas in effect from time to time;

(ii) all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in this Certificate of Formation, the By-Laws, or the Charter, including, without limitation, the following:

(1) to fix and to collect assessments and other charges to be levied pursuant to the Charter;

(2) to manage, control, operate, maintain, repair, and improve property subject to the Charter or any other property as to which the Residential Association has a right or duty to provide such services pursuant to the Charter, By-Laws, or any covenant, easement, contract, or other legal instrument;

(3) to enforce covenants, conditions, or restrictions affecting any property to the extent the Residential Association may be authorized to do so under the Charter, By-Laws, or other recorded covenant;

(4) to engage in activities which will actively foster, promote, and advance the common interests of all owners of property subject to the Charter;

(5) to buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal in and with real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the Residential Association;

(6) to borrow money for any purpose;

(7) to enter into, make, perform, or enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Residential Association, with or in association with any other association, corporation, or other entity or agency, public or private;

(8) to act as agent, trustee, or other representative of other corporations, firms, or individuals, and as such to advance the business or ownership interests of such corporations, firms, or individuals;

(9) to adopt, alter, and amend or repeal such By-Laws as may be necessary or desirable for the proper management of the affairs of the Residential Association; provided, however, such By-Laws may not be inconsistent with or contrary to any provisions of the Charter; and

(10) to provide any and all services to the Residential Community as the Board of Directors may determine to be necessary or desirable to supplement the services provided by local government.

(c) The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article 6 are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provisions of this Article 6. None of the objects or purposes set out above shall be construed to authorize the Residential Association to do any act in violation of the Act, and all such objects or purposes are subject to the Act.

**Article 7. Membership.** The Residential Association shall be a membership corporation without certificates or shares of stock. The Founder, for such period as is specified in the Charter, and each Person who is the Owner of a Unit within the Residential Community, shall be a member of the Residential Association and shall be entitled to such voting rights and membership privileges as are set forth in the Charter and the By-Laws.

**Article 8. Board of Directors.** The business and affairs of the Residential Association shall be conducted, managed, and controlled by a Board of Directors. The Board may delegate its operating authority to such corporations, individuals, and committees as it, in its discretion, may determine.

The Board of Directors shall consist of not less than three nor more than seven directors, as determined in accordance with the By-Laws. The initial Board of Directors shall consist of three directors. The names and addresses of the members of the initial Board of Directors, who shall hold office until their successors are elected and have qualified, or until their resignation or removal, are as follows:

Robert Kembel	8200 Douglas Ave, Suite 300, Dallas, Texas 75225	USA
Elvio Bruni	8200 Douglas Ave, Suite 300, Dallas, Texas 75225	USA
Sue Blankenship	8200 Douglas Ave, Suite 300, Dallas, Texas 75225	USA

The number, the method of selection, removal, and filling of vacancies on the Board of Directors, and the term of office of members of the Board of Directors, shall be as set forth in the By-Laws.

**Article 9. Indemnification of Directors.** The Residential Association shall indemnify its officers, directors and committee members as and to the extent required by the By-Laws. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of the Residential Association for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

**Article 10. Action by Less Than Unanimous Consent.** The Residential Association and the Board of Directors shall be authorized to take action without holding a meeting or providing notice by less than unanimous consent of the Voting Delegates or directors, as applicable, in accordance with the provisions of the By-Laws, except where a meeting is required by Texas law.

**Article 11. Dissolution.** The Residential Association may be dissolved only upon a resolution duly adopted by its Board of Directors and approved by the affirmative vote of Voting Delegates representing not less than two-thirds (2/3) of the Units subject to the Charter. In addition, so long as the Founder owns any property subject to the Charter or which the Founder may unilaterally make subject to the Charter pursuant to the provisions of the Charter, the written consent of the Founder shall be required. The Residential Association is authorized, upon its winding up, to distribute its assets in a manner other than as provided by Section 22.304 of the Texas Business Organizations Code, in accordance with a plan of distribution adopted pursuant to Chapter 22 of the Texas Business Organizations Code, which plan may, but shall not be required to, provide for distribution of the remaining property of the Residential Association for tax-exempt purposes to an organization exempt under Section 501(c)(3) of the Internal Revenue Code, or described by Section 170(c)(1) or (2) of the Internal Revenue Code.

**Article 12. Merger and Consolidation.** The Residential Association may merge or consolidate only upon a resolution duly adopted by its Board of Directors and the affirmative vote of Voting Delegates representing not less than two-thirds (2/3) of the Units subject to the Charter. In addition, so long as the Founder owns any property subject to the Charter or which it may unilaterally make subject to the Charter, the written consent of the Founder shall be required.

**Article 13. Amendments.** This Certificate of Formation may be amended only upon a resolution duly adopted by the Board of Directors and approved by the affirmative vote of Voting Delegates representing at least two-thirds (2/3) of the total eligible votes of the membership; provided, the Voting Delegates shall not be entitled to vote on any amendment to this Certificate of Formation adopted for the sole purpose of complying with the requirements of any governmental or quasi-governmental entity or institutional lender authorized to fund, insure or guarantee mortgages on individual Units, which amendments may be adopted by the Board of Directors. In addition, so long as the Founder owns any property subject to the Charter or which it may unilaterally make subject to the Charter, the consent of the Founder shall be required for any amendment.

**Article 14. Registered Agent and Office.** The business address of the initial registered agent and registered office of the Residential Association is 8200 Douglas Ave, Suite 300, Dallas, Dallas County, Texas 75225. The initial registered agent at such address is an organization by the name of HC LOBF Arlington, LLC.

**Article 15. Effective Date.** This Certificate of Formation shall become effective when filed by the Secretary of State for the State of Texas.

**Article 16. Organizer.** The name and address of the organizer are as follows:

Jo Anne P. Stubblefield  
Hyatt & Stubblefield, P.C.  
225 Peachtree Street, N.E., Suite 1200  
Atlanta, Georgia 30303

IN WITNESS WHEREOF, the undersigned affirms that the person designated as registered agent herein has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute this filing instrument.

Date: April 17, 2012

  
Jo Anne P. Stubblefield





**Office of the Secretary of State**

**CERTIFICATE OF FILING  
OF**

**Viridian Residential Association  
File Number: 801584241**

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 04/18/2012

Effective: 04/18/2012



A handwritten signature in cursive script, appearing to read "Hope Andrade".

Hope Andrade  
Secretary of State

EXHIBIT "E"

By-Laws of Viridian Residential Association, Inc.

BY-LAWS  
OF  
VIRIDIAN RESIDENTIAL ASSOCIATION, INC.

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**BY-LAWS  
OF  
VIRIDIAN RESIDENTIAL ASSOCIATION, INC.**

**Article 1  
Name, Principal Office, and Definitions**

**1.1. Name.**

The name of the corporation is Viridian Residential Association, Inc. (the "Residential Association").

**1.2. Principal Office.**

The Residential Association may have such offices in the Dallas-Fort Worth-Arlington, Texas metropolitan area as the Board may determine or as the Residential Association's affairs may require.

**1.3. Definitions.**

The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the meaning ascribed to them in the Community Charter for Viridian recorded by HC LOBF Arlington, LLC, a Texas limited liability company (the "Founder") in the Office of the County Clerk of Tarrant County, Texas, as it may be amended (the "Charter"). The term "majority," as used in these By-Laws, means those votes, Members, or other group, as the context may indicate, totaling more than 50% of the total eligible number.

**Article 2  
Membership: Meetings, Quorum, Voting, Proxies**

**2.1. Membership.**

The Residential Association shall have two classes of membership: Owner Membership and Founder Membership, as more fully described in the Charter. Each Owner of a Unit automatically becomes a Member of the Residential Association upon accepting title to a Unit. Additional provisions of the Charter pertaining to membership are incorporated by this reference.

**2.2. Place of Meetings.**

The Residential Association shall hold meetings at the Residential Association's principal office or at such other suitable place the Board may designate.

### 2.3. Membership Meetings.

(a) *General.* Residential Association meetings shall be of the Voting Delegates unless the Board otherwise specifies or Texas law otherwise requires; however, any Member may attend a Residential Association meeting. The first Residential Association meeting, whether an annual or special meeting, shall be held within one year after the Residential Association's incorporation.

(b) *Annual Meetings.* The Board shall schedule regular annual meetings of the Members to occur within 90 days before the close of the Residential Association's fiscal year, on such date and at such time and place as the Board shall determine.

(c) *Special Meetings.* The President may call special meetings of the Members. In addition, the President or the Secretary shall call a special meeting if so directed by Board resolution or within 30 days after receipt of a petition stating the purpose of the meeting and signed by at least 10% of the Voting Delegates or by Members holding at least 10% of the total votes in the Residential Association.

### 2.4. Notice of Meetings.

(a) At least 10 but not more than 60 days before any meeting of the membership, the President, the Secretary, or the officers or other persons calling the meeting shall deliver or cause to be delivered to each Voting Delegate and alternate Voting Delegate a written notice stating the place, day, and hour of the meeting and the items on the agenda for such meeting, including the general nature of any proposed amendment to the Charter or By-Laws, any proposed budget changes, any proposal to remove a director, and any other matter required by *Tex. Business Organizations Code* §§ 22.253 and 22.303. If proxies are permitted, the notice shall also state the procedures for appointing proxies. If the meeting is to be held solely by electronic communications or if participation in the meeting is permitted by electronic communications, as described in Section 2.5 below, the notice shall state the form of communications system to be used for the meeting and the means of accessing the communications system. No business shall be transacted at a special meeting except as stated in the notice. Such notice shall be delivered by such means as permitted under Section 10.5.

(b) The Board shall set a record date for determining who is entitled to receive notice of a meeting, which shall not be earlier than the 60<sup>th</sup> day before the meeting date, and shall prepare an alphabetical list of the names of all Persons entitled to vote, indicating (i) the address of each Person, and (ii) the number of votes each Person is entitled to cast at the meeting. Not later than the second business day after the date notice of the meeting is given, and continuing through the meeting, the list shall be made available at the Residential Association's principal office or at a reasonable place in the municipality in which the meeting will be held, as identified in the notice of the meeting, for inspection and copying by Members and/or Voting Delegates entitled to vote at the meeting, or their agents, for the purpose of communication with other Members and/or Voting Delegates concerning the meeting. The Residential Association shall also make the list available at the meeting for inspection at any time during the meeting or any adjournment of the meeting.

### 2.5. Electronic Participation in Meetings.

The Residential Association may hold Residential Association meetings and/or allow Voting Delegates or Members to participate in any Residential Association meeting by conference telephone or similar communications equipment or another suitable electronic communications system, including videoconferencing technology or the Internet, if the telephone or other equipment or system permits each person par-

participating in the meeting to communicate with all other persons participating in the meeting. If voting is to take place at the meeting, the Residential Association must implement measures to verify that every Voting Delegate voting at the meeting by means of remote communication is sufficiently identified.

#### 2.6. Waiver of Notice.

Waiver of notice of a Residential Association meeting shall be deemed the equivalent of proper notice. Any Voting Delegate or alternate may waive, in writing, notice of any Residential Association meeting, either before or after such meeting. A Voting Delegate or alternate's attendance at a meeting shall be deemed a waiver by such Voting Delegate and alternate of notice of the time, date, and place thereof, unless the Voting Delegate or alternate specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed a waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

#### 2.7. Adjournment of Meetings.

If any Residential Association meeting cannot be held because a quorum is not present, persons entitled to cast a majority of the votes represented at such meeting may adjourn the meeting to a time at least 5 but not more than 30 days from the scheduled date of the original meeting. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If those in attendance at the original meeting do not fix a time and place for reconvening the meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, the Board shall provide notice of the time and place for reconvening the meeting in the manner prescribed for regular meetings.

Voting Delegates or their alternates present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the departure of enough Voting Delegates to leave less than a quorum; however, at least a majority of the votes required to constitute a quorum, or such larger percentage as may be required under the Charter or applicable law for specific actions, must approve any action taken.

#### 2.8. Voting.

(a) *Voting Rights.* Members shall have such voting rights as are set forth in the Charter, which provisions are specifically incorporated by this reference. Until such time as the Board first calls for election of a Voting Delegate for any Neighborhood, the Owners within such Neighborhood shall be entitled personally to cast the votes attributable to their respective Units on any issue as to which the Voting Delegate representing their Unit would be entitled to vote under the Governing Documents.

(b) *Voting Procedures.* Not later than the tenth (10<sup>th</sup>) day or earlier than the sixtieth (60<sup>th</sup>) day before the date of any election or vote, the Residential Association shall give written notice of the election or vote to:

(i) each Owner, in the case of any election or vote on which all Owners or Voting Delegates are entitled to vote; or

(ii) each Owner of a Unit within a Neighborhood, for purposes of electing of a Voting Delegate or alternative Voting Delegate to represent that Neighborhood.



A membership vote on any matter shall be conducted by written ballot signed by the Member or Voting Delegate entitled to vote, which ballot may be cast in person at a meeting, by mail or electronic transmission (including facsimile transmission, electronic mail, or posting on an Internet website), or by any combination of those methods; provided, any ballot submitted by electronically must be submitted in a manner that permits confirmation of the identity of the Member casting the vote and allows the Member to receive a receipt evidencing the transmission and receipt of the ballot. A ballot cast at a meeting shall revoke and supersede any ballot casting the same vote submitted by other means. A ballot cast prior to a meeting may not be counted if the motion was amended at the meeting so as to deviate from the exact language on the ballot previously cast.

A ballot to be submitted by mail or electronic transmission (an "**Absentee Ballot**") shall:

(i) describe each proposed action and providing an opportunity to vote for or against each proposed action; and

(ii) include the following language or such other language as may be authorized in lieu of the following language by future amendment of Tex. Property Code Chapter 209:

By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail.

Any solicitation of votes to be cast by Absentee Ballot shall include instructions for delivery of the completed ballot, including the delivery location. If the Absentee Ballot is posted on an Internet website, a notice of posting shall be sent to each Member entitled to vote on the matter with instructions for obtaining access to the website and casting such ballot.

The person who tabulates votes on any matter shall not disclose to any other person how any particular Member's votes were cast. No person who is a candidate for election or is the subject of any other Residential Association vote, nor any person related to such person within the third degree of consanguinity or affinity, as determined under Texas Government Code Chapter 573, may tabulate ballots cast in any election or vote hereunder. No person other than a person designated to tabulate the votes shall be given access to the ballots cast except as part of a recount process authorized by law.

Within 15 days after the date of any election, any Owner may demand a recount of the votes in accordance with Texas Property Code §209.0057.

(c) *Election of Voting Delegates.* The Owner Members, other than the Founder, owning Units within each Neighborhood shall elect a Voting Delegate to cast all votes attributable to their Units on all Residential Association matters requiring a membership vote, except as otherwise specified in the Charter or these By-Laws. In addition, each Neighborhood shall elect an alternate Voting Delegate who shall be responsible for casting such votes in the absence of the Voting Delegate. The Founder shall be the Voting Delegate for all Units that the Founder owns.

The Board shall call for the first election of a Voting Delegate and alternate Voting Delegate from each Neighborhood then existing not later than the time that Owners other than the Founder or Builders own 300 Units within the Residential Community and for each Neighborhood thereafter established not

later than the first annual meeting after 51% of the Units in such Neighborhood are owned by Persons other than Builders. The first Voting Delegates elected shall serve until the close of the annual meeting following the first anniversary of their election. Thereafter, the Board shall call for an election of Voting Delegates and alternates on an annual basis to coincide with the annual meeting, with Voting Delegate's terms to commence upon the close of such annual meeting and expire upon the close of the next annual meeting following their election.

Voting Delegate elections shall be conducted by ballots cast by mail, computer, or at a meeting of the Owner Members within such Neighborhood, as the Board determines. Upon written petition signed by Owner Members holding at least 20% of the votes attributable to Units within any Neighborhood, the election for such Neighborhood shall be held at a meeting. Candidates for election as Voting Delegates may be nominated by the Board, a nominating committee the Board may appoint, or from the floor at any meeting at which such election is to be held. In addition or in the alternative, any person may submit his or her name for consideration.

The presence, in person or by proxy, or the filing of ballots of Owner Members representing at least 20% of the total votes attributable to Units in the Neighborhood shall constitute a quorum for any Neighborhood meeting or election. In the event of a failure to obtain a quorum or vacancy in such positions for any Neighborhood, the Board may appoint a Voting Delegate or alternate Voting Delegate to represent such Neighborhood until a successor is elected.

Subject to the above quorum requirement, in any election of Voting Delegates the candidate who receives the greatest number of votes shall be elected as the Voting Delegate and the candidate receiving the next greatest number of votes shall be elected as the alternate Voting Delegate. In the event of a tie vote among the leading candidates, the Voting Delegate shall be determined by drawing names from a hat, with the first person drawn being the Voting Delegate and the second being the alternate Voting Delegate. The Voting Delegate and the alternate Voting Delegate shall serve a term of one year or until their successors are elected, whichever is longer.

(d) *Removal of Voting Delegates.* Any Voting Delegate may be removed, with or without cause, upon the vote or written petition of Owner Members representing a majority of the total number of Units in the Neighborhood that the Voting Delegate represents.

## 2.9. Proxies.

Voting Delegates may not vote by proxy but only in person or through their designated alternates; however, any Voting Delegate who is entitled to cast only the vote(s) for his own Unit(s) pursuant to the Charter, these By-Laws, or Texas law may cast such vote(s) in person or by proxy. Likewise, if a Member is entitled personally to cast the vote for his or her Unit on any matter, he or she may vote in person or by proxy, subject to the limitations of Texas law and subject to any specific provision to the contrary in the Charter or these By-Laws. Every proxy shall be in writing, shall identify the Unit for which it is given, shall be signed by the Member or the Member's duly authorized attorney-in-fact, and shall be dated and filed with the Residential Association's Secretary prior to the meeting for which it is to be effective. Unless the proxy specifically provides otherwise, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.

Every proxy shall be revocable and shall automatically cease (a) if the Member attends the meeting and votes in person, (b) upon conveyance of any Unit for which it was given, (c) upon the Secretary's receipt of written notice of revocation of the proxy or of the death or judicially declared incompetence of a Member who is a natural person, or (d) 11 months from the date of the proxy, unless a shorter period is specified in the proxy.

#### **2.10. Quorum.**

(a) Prior to the election of Voting Delegates, except as these By-Laws or the Charter otherwise provide(s), the presence of Members or their proxies entitled to cast at least 20% of the total votes in the Residential Association shall constitute a quorum at any membership meeting, and the casting of ballots representing at least 20% of the total votes in the Residential Association shall constitute a quorum for any membership vote conducted by means other than at a meeting; provided, if a quorum is not established at any meeting when initially called or for any membership vote when initially conducted, then the quorum for any subsequent attempt to convene such meeting or conduct such membership vote shall be reduced to 10%. A ballot cast by mail or electronically may be counted for purposes of establishing a quorum only as to those action items appearing on the ballot.

(b) After the election of Voting Delegates, except as these By-Laws or the Charter otherwise provide(s), the presence of Voting Delegates or their alternates representing at least a majority of the total number of Voting Delegates and a majority of the total votes in the Association shall constitute a quorum at all membership meetings, and the casting of ballots representing a majority of the total votes in the Residential Association shall constitute a quorum for any membership vote by Voting Delegates conducted by means other than at a meeting.

#### **2.11. Conduct of Meetings.**

The President or a Board-approved designee shall preside over all Residential Association meetings. The Secretary shall ensure that minutes of the meetings are prepared, reflecting all resolutions adopted and all other transactions occurring at such meetings. The minutes shall be kept with the Residential Association's books and records.

#### **2.12. Action Without a Meeting.**

In accordance with the Certificate of Formation, any action that is required or that may be taken at a meeting of the Members or Voting Delegates may be taken without a meeting if:

- (a) the Residential Association mails or delivers to every Person entitled to vote on the action:
  - (i) an Absentee Ballot meeting the requirements of Section 2.8(b), or
  - (ii) notice of the posting of such a ballot on an Internet website, with instructions for obtaining access to such website and casting the ballot; and
- (b) the number of votes cast equals or exceeds the quorum required for a meeting to consider such action; and
- (c) the number of votes cast in favor of the proposed action equals or exceeds the number of votes required to approve such action if the vote were conducted at a meeting.

Voting instructions or solicitations for any vote conducted in a manner other than at a meeting must indicate the deadline for casting the ballot in order to be counted. The period for submitting ballots to the Residential Association shall not be more than 60 days. Each ballot cast must be signed and dated by the Voting Delegate or Member, as applicable. A signed ballot may not be revoked once submitted to the Residential Association, except as provided in Section 2.8(a). The Board shall notify the Members of the results of the vote within 30 days after the expiration of the voting period.

## Article 3

### Board of Directors: Selection, Meetings, Powers

#### A. Composition and Selection.

##### 3.1. Governing Body; Qualifications.

The Board shall govern the Residential Association's affairs. Each director shall have one vote. Except with respect to directors appointed by the Founder Member, directors shall be Owners or residents. However, no Owner and resident representing the same Unit may serve on the Board at the same time. A "resident" shall be any natural person 18 years of age or older whose principal residence is a Unit within Viridian.

If an Owner is not an individual, any officer, director, partner, or any trust officer of such Owner shall be eligible to serve as a director unless a written notice to the Residential Association signed by the Owner specifies otherwise. However, no Owner may have more than one such representative on the Board at a time, except in the case of directors that the Founder Member appoints.

##### 3.2. Number of Directors.

The Board shall consist of three to seven directors, as provided in Section 3.3.

##### 3.3. Selection of Directors; Term of Office.

(a) *Initial Board.* The initial Board shall consist of the three directors identified in the Certificate of Formation, who shall serve until their successors are appointed or elected as provided in this section.

(b) *Directors During Founder Control Period.* Except as otherwise provided in this subsection (b) and in Section 3.5, the Founder Member may appoint, remove, and replace Board members until termination of the Founder Control Period. During such period, the Voting Delegates other than the Founder shall be entitled to elect a minority of the total number of directors according to the following schedule (directors elected by the Voting Delegates are referred to as "Owner Directors"):

(i) Within 60 days after the time that Owners other than the Founder, Founder Affiliates, or Builders own 25% of the maximum number of Units permitted by the Charter or whenever the Founder earlier determines, the President shall call for an election by which the Voting Delegates other than the Founder shall be entitled to elect one of the three directors. The remaining directors shall be appointees of the Founder. The Owner Director shall be elected for a term of two years or until the happening of the event described in subsection (b)(ii) below, whichever is shorter. If such Owner Director's term expires

prior to the happening of the event described in subsection (b)(ii), a successor shall be elected for a like term.

(ii) Within 60 days after the time that Owners other than the Founder, Founder Affiliates, or Builders own 50% of the maximum number of Units permitted by the Charter or whenever the Founder earlier determines, the Board shall be increased to five directors and the President shall call for an election by which the Voting Delegates other than the Founder shall be entitled to elect two of the five directors. The Founder shall appoint the remaining three directors. The Owner Directors shall be elected for a term of two years or until the happening of the event described in subsection (c) below, whichever is shorter. If such Owner Directors' terms expire prior to the happening of the event described in subsection (c) below, successors shall be elected for a like term.

Notwithstanding the above or the percentage of Units that may have been conveyed, Voting Delegates other than that Founder shall be entitled to elect at least one-third of the members of the Board no later than 10 years after the date of recording of the Charter.

(c) *Directors After the Founder Control Period.* Not later than termination of the Founder Control Period, the Board shall be increased to seven directors. The President shall call for an election by which the Voting Delegates shall be entitled to elect five of the seven directors. Three Owner Directors shall be elected to serve until the second annual meeting following their election and two Owner Directors shall be elected to serve until the third annual meeting following their election, as such Owner Directors determine among themselves. The Founder shall be entitled to continue to appoint one director to serve until the second annual meeting following such election and one director to serve until the third annual meeting following such election.

Thereafter, upon expiration of the term of office of each director, the Voting Delegates (including the Founder in its capacity as the Voting Delegate for Units which it owns) shall be entitled to elect a successor to serve a term of two years. Owner Directors shall hold office until their respective successors have been elected. Directors may serve any number of consecutive terms.

The diagram below illustrates the concept of transition of control of the Board during and after the Founder Control Period.

TRANSITION OF CONTROL OF BOARD OF DIRECTORS					
Initial Board	25% of Total Units Conveyed	50% of Total Units Conveyed	Termination of Founder Control Period	2 <sup>nd</sup> Annual Meeting After Election in 3.3(c)	3 <sup>rd</sup> Annual Meeting After Election in 3.3(c)
Founder	Owner	Owner	Owner	Owner	Owner
Founder	Founder	Owner	Owner	Owner	Owner
Founder	Founder	Founder	Owner	Owner	Owner
		Founder	Owner	Owner	Owner
		Founder	Owner	Owner	Owner
			Founder	Owner	Owner
			Founder	Founder	Owner

### 3.4. Nomination and Election Procedures.

(a) *Nomination of Candidates.* At least 30 days prior to any election of directors by the Voting Delegates, the Board shall appoint a Nominating Committee consisting of a chairman, who shall be a Board member, and three or more Owners or representatives of Owners. The Nominating Committee shall serve until the close of the election for which they were appointed. The names of the Nominating Committee members shall be announced in the notice of each election.

In preparation for each election, the Nominating Committee shall meet and make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of positions to be filled by the Voting Delegates at such election. In making its nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity that exists within the pool of potential candidates. Nominations shall also be permitted from the floor at the meeting at which any election is held or, if the election is to be held without a meeting pursuant to Section 2.12, the Board shall establish a reasonable procedure by which any Owner may declare his or her candidacy for election to the Board prior to the solicitation of ballots under that Section. All candidates shall have a reasonable opportunity to communicate their qualifications to the Voting Delegates and to solicit votes.

(b) *Election Procedures.* At each election, voting shall be by ballot, which may be cast in any manner authorized by the Board consistent with Section 2.8. Each Voting Delegate entitled to vote in such election under Section 3.3 may cast all votes assigned to the Units it represents for each position to be filled by such election. Notwithstanding this, if the number of candidates equals the number of positions to be filled and there are no nominations from the floor, any Voting Delegate may move to accept the slate of candidates nominated by the Nominating Committee, and, if approved, no balloting shall be required.

In the event of a tie vote, the Voting Delegates shall be informed of the tie vote and given the opportunity to discuss the candidates among themselves in an effort to resolve the tie before another vote is taken. If the second vote again results in a tie, then the Board shall call for election of the director(s) by the Members. Such election shall be held by mail, with ballots to be sent by first class mail to each Member entitled to vote within 10 days after the meeting at which the original election was held.

### 3.5. Removal of Directors and Vacancies.

Any Owner Director may be removed, with or without cause, by the vote of Voting Delegates holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director by the Voting Delegates, the Voting Delegates shall elect a successor for the remainder of the term of such director.

In the event of the death, disability, or resignation of an Owner Director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Voting Delegates shall elect a successor for the remainder of the term.

The Founder shall have no unilateral right to remove or replace Owner Directors, and neither the Voting Delegates nor the Board shall have any right to remove or replace directors that the Founder appoints. The Founder may appoint a successor to fill any vacancy on the Board resulting from the death, disability, or resignation of a director appointed by the Founder.

**B. Meetings.**

**3.6. Organizational Meetings.**

The Board shall hold an organizational meeting within 10 days following each annual meeting of the membership, at such time and place (subject to Section 3.10) as the Board shall fix.

**3.7. Regular Meetings.**

The Board shall hold regular meetings at such time and place (subject to Section 3.10) as a majority of the directors shall determine, but the Board shall meet at least four times during each fiscal year with at least one meeting per quarter.

**3.8. Special Meetings.**

The President, Vice President, or any two directors may call a special meeting of the Board.

**3.9. Notice; Waiver of Notice.**

(a) Notices of Board meetings shall specify the time and place of the meeting. Notice of any meeting which is conducted or which may be attended by conference telephone or other remote communications system in accordance with Section 3.10 shall specify the form of communications system to be used for the meeting and the means of accessing the communications system. The Board shall notify each director of meetings by: (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (iv) facsimile, electronic mail, or other electronic communication device, with confirmation of transmission. All such notices shall be given at or sent to the director's telephone number, fax number, electronic mail address, or sent to the director's address as shown on the Residential Association's records. Notices sent by first class mail shall be deposited into a United States mailbox at least five business days before the day of the meeting. Notices sent by personal delivery, telephone, or electronic communication shall be delivered at least 72 hours before the time set for the meeting. No notice shall be required for regular meetings conducted in accordance with a published schedule, provided notice of the schedule was delivered to each director in accordance with this subsection (a).

(b) Notice of all Board meetings, setting forth the date, hour, place, and general subject of the meeting, including a general description of any matter to be brought up for deliberation in executive session, shall be given as follows:

(i) by mail to each Owner, not later than the 10th day or earlier than the 60th day before the date of the meeting; or

(ii) at least 72 hours before the start of the meeting, sending the notice by e-mail to each Owner who has registered an e-mail address with the Residential Association and either:

(A) posting the notice in a conspicuous manner reasonably designed to provide notice to the Members, either on the Common Area or on other property within the Community, with the permission of the owner of such property; or

(B) posting on any Internet website maintained by the Residential Association or other Internet media.

(c) If the Board recesses a Board meeting until the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent the requirements of this Article III, Part B. If a Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation in at least one manner prescribed by subsection (b)(ii)(A) or (B) within two hours after adjournment of the meeting being continued.

(d) Except as otherwise specifically provided in subsection (e), the Board may meet by any means of communication, including electronic and telephonic communication pursuant to Section 3.10(b) without prior notice to the Owners, or the Board may take action by unanimous written consent pursuant to Section 3.14, without prior notice to the Owners, to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board action. Any action taken without notice to Owners under subsection (b) must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next Board meeting.

(e) The Board may not, without prior notice to the Owners under subsection (b), consider or vote on fines, damage assessments, initiation of foreclosure actions, initiation of enforcement actions (other than temporary restraining orders or violations involving a threat to health or safety), increases in assessments; levying of special assessments, appeals from a denial of architectural control approval; or suspension of a right of a particular Owner before the Owner has an opportunity to attend a Board meeting to present the Owner's position, including any defense, on the issue.

(f) Subsections (b) through (e) of this Section shall not apply to a Board meeting during the Development and Sale Period unless the meeting is conducted for the purpose of:

- (i) adopting or amending the Governing Documents;
- (ii) increasing the amount of the Base Assessment or adopting or increasing a Special Assessment;
- (iii) electing non-developer directors or establishing or modifying the process for their election; or
- (iv) changing the voting rights of Members.

Nothing in this subsection (f) shall authorize the Board to take action on any matter listed in clauses (i) through (iv) in contravention of the approval that would otherwise be required under the Governing Documents or Texas law.

(g) Transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting each director not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.



**3.10. Place of Meetings; Telephonic Participation in Meetings; Remote Meetings.**

(a) Except as otherwise authorized in this Section 3.10, all Board meetings shall be held within Tarrant County or an adjacent county.

(b) Members of the Board or any committee the Board designates may participate in a Board or committee meeting by conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section shall constitute presence at such meeting.

(c) A meeting of the Board, or of any committee designated by the Board, may be held by means of a remote electronic communications system, including videoconferencing technology or the Internet, but only if: (i) each person entitled to participate in the meeting consents to the meeting being held by means of that system; and (ii) the system provides access to the meeting in a manner or using a method by which each person participating in the meeting can communicate concurrently with each other participant.

**3.11. Quorum of Board; Voting.**

(a) At all Board meetings, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the Board's decision, unless Texas law, these By-Laws, or the Charter specifically provide otherwise. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the departure of directors, if at least a majority of the required quorum for that meeting approves any action taken.

(b) Board members may not vote by proxy. Voting may be conducted at a meeting or by written consents without a meeting in accordance with Section 3.14.

**3.12. Conduct of Meetings.**

The President or any designee the Board approves by resolution shall preside over all Board meetings. The Secretary shall ensure that minutes of the meetings are kept and that all resolutions and all transactions occurring at such meetings are included in the Residential Association's records.

**3.13. Open Meetings; Executive Session.**

(a) Subject to the provisions of subsection 3.13(b) and Section 3.14, all Board meetings shall be open to attendance by all Members or their representatives, but only directors may participate in any discussion or deliberation unless a director requests that attendees be granted permission to speak. In such case, the President may limit the time any such individual may speak. The Board shall make agendas for its meetings reasonably available for examination by all Members or their representatives prior to the meeting.

(b) Notwithstanding the above, any Board meeting may be adjourned and reconvened in executive session, and attendance at such meeting restricted to directors and such other persons as the Board may specifically invite and announce during the open portion of the Board meeting, to discuss pending or threatened litigation, personnel matters, contract negotiations, enforcement actions, confidential communications with the Residential Association's attorney, matters involving the invasion of privacy of Owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Fol-

lowing an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of any Owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

### 3.14. Action Without a Formal Meeting.

Subject to Section 3.09, any action to be taken or which may be taken at a Board meeting may be taken without a meeting if a written consent or consents setting forth the action so taken is signed by all of the directors, dated, and filed with the minutes of Board meetings. Such consent shall have the same force and effect as a vote at a meeting.

## C. Powers and Duties.

### 3.15. Powers.

The Board shall have the power to administer the Residential Association's affairs, perform the Residential Association's responsibilities, and exercise the Residential Association's rights as set forth in the Governing Documents and as provided by law. The Board may do, or cause to be done on the Residential Association's behalf, all acts and things except those which the Governing Documents or Texas law require(s) to be done and exercised exclusively by the Owners, Voting Delegates, or the membership generally.

### 3.16. Duties.

The Board's duties shall include, without limitation:

- (a) preparing and adopting, in accordance with the Charter, an annual budget establishing each Owner's share of the Common Expenses and any Service Area Expenses;
- (b) levying and collecting assessments from the Owners;
- (c) providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility consistent with the Community-Wide Standard;
- (d) designating, hiring, and dismissing personnel necessary to carry out the Residential Association's rights and responsibilities and, where appropriate, providing for compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) opening bank accounts on the Residential Association's behalf and designating the signatories required;
- (f) depositing all funds received on the Residential Association's behalf in a bank depository which it shall approve and using such funds to operate the Residential Association; however, in the Board's business judgment any reserve funds may be deposited in depositories other than banks;
- (g) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the Governing Documents;

(h) determining when action to enforce the Governing Documents is appropriate and the nature of any sanctions to be imposed, and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Residential Association; however, the Residential Association's obligation in this regard shall be conditioned in the manner provided in the Charter and Section 3.18 below;

(i) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Charter, paying the cost thereof, and filing and adjusting claims, as appropriate;

(j) paying the cost of all services rendered to the Residential Association;

(k) keeping a detailed accounting of the Residential Association's receipts and expenditures;

(l) making available to any prospective purchaser of a Unit, any Owner, and the holders, insurers, and guarantors of any Mortgage on any Unit, current copies of the Governing Documents and all other books, records, and financial statements of the Residential Association as provided in Section 10.4; and

(m) indemnifying a director, officer or committee member, or former director, officer or committee member of the Residential Association to the extent such indemnity is required by Texas law, the Certificate of Formation, or these By-Laws.

### **3.17. Conflicts of Interest.**

Unless otherwise approved by a majority of the other directors, no Owner Director may transact business with the Residential Association or any Residential Association contractor during his or her term as director or within two years after the term expires. A director shall promptly disclose to the Board any actual or potential conflict of interest affecting the director relative to his or her performance as a director.

Notwithstanding the above, directors appointed by the Founder may be employed by or otherwise transact business with the Founder or its affiliate, and the Founder may transact business with the Residential Association or its contractors.

## **Article 4**

### **Transition from Founder to Owner Control**

#### **4.1. Transition Process.**

Transition is a process by which control of the Board gradually shifts from the Founder to the Owners, as described in Section 3.3. The process concludes upon termination of the Founder Control Period, when the Voting Delegates will elect the entire Board. At that time, the Owners, through their newly-elected Board, will take responsibility for fulfilling the Residential Association's responsibilities and exercising the Residential Association's authority under the Governing Documents without the direct guidance or involvement of the Founder or Founder-appointed directors.

#### 4.2. Education and Communication.

In anticipation of termination of the Founder Control Period, the Founder Member shall communicate with the Owners regarding the transition process, the anticipated timeline for transition, what to expect during and after the transition, and opportunities for Owner participation. Such communication shall be in writing and through one or more "town hall" meetings at which Owners have the opportunity to ask and obtain answers to questions in order to gain a better understanding of the transition process.

#### 4.3. Transition Committee.

The Founder Member may, but shall not be required to, establish a Transition Committee comprised of five to seven members, all of whom shall be Owners, to (i) involve the Owners in facilitating a smooth transition of control of the Board from directors appointed by the Founder Member to directors elected by the Voting Delegates, and (ii) help prepare the Board and the Owners to assume responsibility for carrying on Residential Association operations once the Founder and its representatives are no longer directly involved.

If a Transition Committee is appointed, the Board may, as a Common Expense, retain industry professionals, including association managers, attorneys, engineers, and accountants, as it deems necessary or appropriate to assist the Board in preparing for transition and to assist the Transition Committee in conducting its review.

## Article 5 Officers

#### 5.1. Officers.

The Residential Association's officers shall be a President, Secretary, and Treasurer. The President and Secretary shall be elected from among the Board members; other officers may, but need not, be Board members. The Board may appoint such other officers, including one or more Vice-Presidents, Assistant Secretaries and Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary.

#### 5.2. Election and Term of Office.

The Board shall elect the Residential Association's officers at the first Board meeting following each annual meeting of the membership, to serve until their successors are elected.

#### 5.3. Removal and Vacancies.

The Board may remove any officer whenever in its judgment the Residential Association's best interests will be served, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

**5.4. Powers and Duties.**

The Residential Association's officers shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as the Board may specifically confer or impose. The President shall be the Residential Association's chief executive officer. The Treasurer shall have primary responsibility for preparing the Residential Association's budgets as provided for in the Charter, and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

**5.5. Resignation.**

Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at a later time specified therein. Unless the resignation specifies, acceptance of such resignation shall not be necessary to make it effective.

## **Article 6 Committees**

**6.1. General.**

In addition to any Transition Committee appointed pursuant to Article 4 and such committees as the Founder or Board may appoint pursuant to the Charter, the Board may appoint such other committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

**6.2. Covenants Committee.**

In addition to any other committees that the Board may establish pursuant to Section 6.1, the Board may appoint a Covenants Committee consisting of at least three and no more than seven Owners. Acting in accordance with the provisions of the Charter, these By-Laws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Residential Association and shall conduct all hearings held pursuant to Article 9 of these By-Laws. The Covenants Committee shall have no responsibility for seeking out violations of the Governing Documents.

**6.3. Service Area Committees.**

The Owners within any Service Area which has no formal organizational structure or association may elect a Service Area Committee to determine the nature and extent of services, if any, which it desires to have the Residential Association provide to the Service Area, over and above those services which the Residential Association provides to all Units in the Residential Community. A Service Area Committee, if elected, shall consist of three Owners of Units in the Service Area; however, if approved by the vote of at least 51% of the Owners of Units within the Service Area, the number may be increased to five.

Elections of Service Area Committees may be held by written ballot sent to all Owners of Units within the Service Area, or at a meeting of the Owners of Units within the Service Area, as the Board determines. The Board or any Owner of a Unit in the Service Area may nominate candidates for election to

the Service Area Committee. That number of candidates equal to the number of positions to be filled receiving the most votes shall be elected. Service Area Committee members shall be elected for a term of one year or until their successors are elected. Any director elected to the Board from a Service Area shall be an *ex officio* member of the Service Area Committee. The members of the committee shall elect a chairperson from among themselves, who shall preside at its meetings and shall be responsible for transmitting any and all communications to the Board.

In the conduct of its duties and responsibilities, each Service Area Committee shall abide by the notice and quorum requirements applicable to the Board under Sections 3.9, 3.10, and 3.11. Meetings of a Service Area Committee shall be open to all Owners of Units in the Service Area and their representatives. Members of a Service Area Committee may act by unanimous written consent in lieu of a meeting.

#### **6.4. Lifestyle Committee.**

In addition to such other committees as the Board may establish pursuant to this Article 5, the Board may appoint or allow the Voting Delegates to elect a Lifestyle Committee to make recommendations to the Board regarding the use of Community Enhancement Fees collected pursuant to the Charter, consistent with the purposes for such fees set forth in the Charter. Any such committee shall be composed of that number of persons determined by Board resolution, who shall be selected and serve for such terms as set forth in the Board resolution establishing such committee.

## **Article 7 Standards of Conduct; Liability, and Indemnification**

#### **7.1. Standards for Directors and Officers.**

The Board shall exercise its powers in a reasonable, fair, nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents.

In performing their duties, directors and officers shall be insulated from liability as provided for directors of corporations under Texas law and as otherwise provided by the Governing Documents. Directors and officers shall discharge their duties as directors or officers, and as members of any committee to which they are appointed, in a manner that the director or officer believes in good faith to be in the best interest of the corporation and with the care that an ordinarily prudent person in a like position would exercise under similar circumstances. A director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by others to the extent authorized under Texas law.

#### **7.2. Liability.**

The Residential Association's officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, or for any action taken or omitted in such capacities, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on the Residential Association's behalf (except to the extent that such officers or directors may also be Members).

### 7.3. Indemnification.

Subject to the limitations of Texas law, the Residential Association shall indemnify every present and former officer, director, and committee member against all damages and expenses, including counsel fees and expenses, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that the Residential Association shall have no obligation to indemnify any individual against liability or expenses incurred in connection with a proceeding:

(a) brought by or in the right of the Residential Association, although it may reimburse the individual for reasonable expenses incurred in connection with the proceeding if it is determined, by the court or in the manner provided above, that the individual met the relevant standard of conduct under Texas law; or

(b) to the extent that the individual is adjudged liable for conduct that constitutes:

(i) appropriation, in violation of his or her duties, of any business opportunity of the Residential Association; or

(ii) intentional misconduct or knowing violation of the law; or

(iii) an unlawful distribution to members, directors or officers; or

(iv) receipt of an improper personal benefit.

This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Residential Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

### 7.4. Advancement of Expenses.

In accordance with the procedures and subject to the conditions and limitations set forth in Texas law, the Board may authorize the Residential Association to advance funds to pay for or reimburse the reasonable expenses incurred by a present or former officer, director or committee member in any proceeding to which he or she may be a party by reason of being or having been an officer, director, or committee member of the Residential Association.

### 7.5. Board and Officer Training.

The Board may conduct or provide for seminars and continuing educational opportunities designed to educate and inform its officers and directors of their responsibilities as officers and directors. Such programs may include instruction on applicable Texas corporate and fiduciary law principles, other issues relating to administering community affairs, and upholding and enforcing the Governing Documents. The Board may retain industry professionals, which may include property managers, attorneys, and accountants, as appropriate or necessary for such purpose. Each newly elected officer and director shall be encouraged to complete a training seminar within the first six months of assuming such position. The

seminar may be live, video or audiotape, or in other format. The cost of such seminar shall be a Common Expense.

The Board may also provide, or provide for, Owner and resident education designed to foster a better understanding of Viridian's governance and operations, and leadership training classes designed to educate Voting Delegates and Owners as to the nomination, election, and voting processes and the duties and responsibilities of directors and officers.

The Board may apply for and maintain, as a Common Expense, membership for the Residential Association, its officers and directors, in the Community Associations Institute or any similar nonprofit organization that provides educational opportunities for Residential Association directors, officers and managers in operation and management of Residential Associations.

## Article 8 Management and Accounting

### 8.1. Compensation of Directors and Officers.

The Residential Association shall not compensate directors and officers for acting as such unless Voting Delegates representing a majority of the total votes in the Residential Association approve such compensation at a Residential Association meeting. The Residential Association may reimburse any director or officer for expenses he or she incurs on the Residential Association's behalf upon approval of a majority of the other directors. Nothing herein shall prohibit the Residential Association from compensating a director or officer, or any entity with which a director or officer is affiliated, for services or supplies he or she furnishes to the Residential Association in a capacity other than as a director or officer pursuant to a contract or agreement with the Residential Association. However, such director must make known his or her interest to the Board prior to entering into such contract, and a majority of the Board, excluding any interested director, must approve such contract.

### 8.2. Right of Founder Member to Disapprove Actions.

So long as there is a Founder Membership, the Founder Member shall have a right to disapprove any action, policy, or program of the Residential Association, the Board and any committee which, in the Founder Member's sole judgment, would tend to impair rights of the Founder or Builders under the Charter or these By-Laws, interfere with development or construction of any portion of Viridian, or diminish the level of services the Residential Association provides. The Board shall not implement any action, policy, or program subject to the right of disapproval set forth herein until and unless the requirements of this Section have been met.

(a) *Notice.* The Residential Association shall give the Founder Member written notice of all meetings of the membership, the Board, and committees, and any actions proposed to be taken by any of them by written consent in lieu of a meeting. The Residential Association shall give such notice by certified mail, return receipt requested, or by personal delivery at the address the Founder Member has registered with the Residential Association. Such notice shall comply, as to Board meetings, with Section 3.9, and shall, except in the case of regular Board meetings pursuant to these By-Laws, set forth with reasonable particularity the agenda to be followed at such meeting.



(b) *Opportunity to be Heard.* At any such meeting, the Residential Association shall give the Founder Member the opportunity to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein. The Founder Member, its representatives, or its agents shall make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee.

The Founder Member, acting through any officer or director, agent, or authorized representative, may exercise its right to disapprove at any time within 10 days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within 10 days following receipt of written notice of the proposed action.

The Founder Member may use this right to disapprove to block proposed actions but shall not use it to require any action or counteraction of any committee, the Board, or the Residential Association. The Founder Member shall not use its right to disapprove to reduce the level of services the Residential Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

### 8.3. **Managing Agent.**

The Board may employ for the Residential Association professional management agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties but shall not delegate policy-making authority or ultimate responsibility for those duties set forth in Section 3.16. The Board may employ the Founder or its affiliate as managing agent or manager.

The Board may delegate to one of its members the authority to act on its behalf on all matters relating to the duties of the managing agent or manager which might arise between Board meetings.

The Residential Association shall not be bound, either directly or indirectly, by any management contract executed during the Founder Control Period unless such contract contains a right of termination which may be exercised by the Residential Association, with or without cause and without penalty, at any time after termination of the Founder Control Period upon not more than 90 days' written notice.

The managing agent shall not accept remuneration from vendors, independent contractors, or others providing goods or services to the Residential Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Residential Association. The managing agent shall promptly disclose to the Board any financial or other interest which it may have in any firm providing goods or services to the Residential Association.

### 8.4. **Accounts and Reports.**

(a) The Board shall follow the following accounting standards unless the Board by resolution specifically determines otherwise:

(i) accounting and controls should conform to generally accepted accounting principles;  
and

(ii) the Residential Association's cash accounts shall not be commingled with any other accounts.

(b) Commencing at the end of the quarter in which the first Unit is sold and closed, financial reports shall be prepared for the Residential Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report (any assessment or installment thereof shall be considered to be delinquent on the 15th day following the due date unless the Board specifies otherwise by resolution).

(c) An annual report consisting of at least the following shall be made available for Members' review within 180 days after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared on an audited, reviewed, or compiled basis, as the Board determines.

(d) The Board shall report in writing to the Members any indemnification of or advancement of legal expenses to any officer, director, or committee member in accordance with Tex. Business Organizations Code § 8.152, as it may be amended.

#### **8.5. Borrowing.**

The Residential Association shall have the power to borrow money for any legal purpose. However, the Board shall obtain Voting Delegate approval in the same manner provided in the Charter for Special Assessments if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed 20% of the Residential Association's budgeted gross expenses for that fiscal year.

#### **8.6. Right to Contract.**

The Residential Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or Neighborhood and other owners or residents associations, within and outside Viridian.

#### **8.7. Agreements, Contracts, Deeds, Leases, Checks, Etc.**

All Residential Association agreements, contracts, deeds, leases, checks, and other instruments shall be executed by at least two officers or by such other person or persons as the Board may designate by resolution.

## Article 9 Enforcement Procedures

The Residential Association shall have the power, as provided in the Charter, to impose sanctions for any violation of the Governing Documents. To the extent specifically required by the Charter or Texas law, the Board shall comply with the following procedures prior to imposition of sanctions:

### 9.1. Notice and Response.

The Board or its delegate shall serve the alleged violator and/or the Owner with written notice, by certified mail, return receipt requested,

- (a) describing the alleged violation or property damage which is the basis of the proposed sanction or amount due to the Residential Association, as applicable;
- (b) describing the proposed sanction to be imposed; and
- (c) informing the alleged violator and/or Owner that:
  - (i) he or she has 30 days after receipt of the notice to present a written request for a hearing to the Board or the Covenants Committee, if one has been appointed pursuant to Article 6;
  - (ii) he or she may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.), if serving on active military duty;
  - (iii) attorneys fees and costs may be charged if the delinquency or violation continues after a certain date; and
  - (iv) he or she may avoid the proposed sanction by curing the violation within a reasonable cure period stated in the notice, except that the Residential Association shall have no obligation to provide a cure period if the alleged violator has been given notice of a similar violation within the preceding six months. If the hearing is to be held before a Covenants Committee, the notice shall also state that the alleged violator has the right to appeal the decision of the Covenants Committee to the Board.

The alleged violator shall respond to the notice of the alleged violation in writing within such 30-day period, regardless of whether the alleged violator is challenging the imposition of the proposed sanction, or the proposed sanction shall be imposed. If the alleged violator cures the alleged violation and notifies the Board in writing within such 30-day period, the Board may, but shall not be obligated to, waive the sanction. Such waiver shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

Prior to the effectiveness of sanctions imposed pursuant to this Article, proof of proper notice shall be placed in the minutes of the Board or Covenants Committee, as applicable. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative requests and appears at the hearing.

**9.2. Hearing.**

If a hearing is requested within the allotted 30-day period, the hearing shall be held before the Covenants Committee, or if one has not been appointed, then before the Board in executive session within 30 days after receipt of the alleged violator's request. Either the Board or the alleged violator may request a postponement of up to 10 days, and such postponement shall be granted. Additional postponements may be granted upon agreement of both the Residential Association and the alleged violator. The Board shall notify the alleged violator at least 10 days prior to the hearing of the time, date, and place of the hearing. At the hearing, the alleged violator shall be afforded a reasonable opportunity to be heard and shall be entitled to make an audio recording of the hearing. The minutes of the meetings of the Board or Covenants Committee, as applicable, shall contain a written statement of the results of the hearing (i.e., the Board's or Committee's decision) and the sanction, if any, to be imposed. Written notice of the decision shall be mailed to the violator within three days after the hearing.

If a timely request for a hearing is not made, the sanction stated in the notice shall be imposed unless the violation is cured within the cure period stated in the notice.

**9.3. Appeal.**

Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board. To exercise this right, the violator must deliver a written notice of appeal to the Residential Association's manager, President, or Secretary within 10 days after the hearing date.

## **Article 10 Miscellaneous**

**10.1. Fiscal Year.**

The Residential Association's fiscal year shall be the calendar year unless the Board establishes a different fiscal year by resolution.

**10.2. Parliamentary Rules.**

Except as may be modified by Board resolution, *Robert's Rules of Order* (current edition) shall govern the conduct of Residential Association proceedings when not in conflict with Texas law or the Governing Documents.

**10.3. Conflicts.**

If there are conflicts among the provisions of Texas law, the Certificate of Formation, the Charter, and these By-Laws, the provisions of Texas law, the Charter, the Certificate of Formation, and these By-Laws (in that order) shall prevail.

**10.4. Books and Records.**

(a) *Document Retention.* The Board shall be responsible for compliance with the following document retention policy relating to the Association's books and records:

- (i) certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently;
- (ii) financial books and records shall be retained for seven years;
- (iii) account records of current owners shall be retained for five years;
- (iv) contracts with a term of one year or more shall be retained for four years after the expiration of the contract term;
- (v) minutes of meetings of the owners and the board shall be retained for seven years; and
- (vi) tax returns and audit records shall be retained for seven years.

(b) *Turnover of Books and Records.* Within 60 days after termination of the Founder Control Period, the Founder shall deliver to the Residential Association all property, books and records of the Residential Association in the Founder's possession.

(c) *Inspection by Members and Mortgagees.* The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Unit, any Member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Unit: the Governing Documents, the membership register, books of account, the minutes of meetings of the Members, the Board, and committees, and other records of the Association, to the extent required by Texas Property Code §209.005 or other provisions of Texas law. The Board shall provide for such inspection to take place at the Residential Association's office or at such other place within Viridian as the Board shall designate. The Association shall not be required to make available for inspection or copying any records that identify:

- (i) a particular Owner's violation history, personal financial information, history of payments or delinquencies in paying amounts due to the Association, or contact information other than address; or
- (ii) information related to an Association employee, including personnel files;

unless the Owner or employee whose records would be disclosed has given his or her prior written approval to release such information or a court orders such records to be released or made available to the requesting Owner or his or her representative.

(d) *Rules for Inspection.* An Owner or the Owner's authorized representative must submit to the Association a written request for access to inspect or copies of books and records under subsection (b), identifying the specific books and records or information desired. Such request shall be mailed by certified mail to the Association's mailing address or that of its authorized representative as reflected on the most current management certificate filed under Texas Property Code §209.004. The request must contain an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records and:

- (i) if an inspection is requested, then on or before the 10th business day after the date the Association receives the request, the Association shall send written notice to the Owner of dates during normal business hours that the Owner or its authorized representative may inspect the requested books and

records, to the extent those books and records are in the possession, custody, or control of the Association;  
or

(ii) if copies of identified books and records are requested, then the Association shall produce the requested books and records, to the extent required under subsection (c) and in the possession, custody, or control of the Association, on or before the 10th business day after the date the Association receives the request, except as otherwise provided by Texas Property Code §209.005.

The Board shall establish a records production and copying policy that prescribes the charges to be paid by the Owner for compilation, production, and reproduction of information requested by such Owner or its authorized representative under this Section, which charges may include all reasonable costs of materials, labor, and overhead, but may not exceed costs that would be applicable for an item under 1 T.A.C. Section 70.3 ("Authorized Charges"). No charge shall be made pursuant to such policy until the policy has been recorded as required by Texas Property Code §209.005 and §202.006. The Association may require advance payment of the estimated costs of compilation, production, and reproduction of the requested information. If the Authorized Charges vary from the estimate, the Association shall submit a final invoice to the Owner on or before the 30th business day after the date the information is delivered reflecting the variance and any balance or refund due. Any balance due which is not reimbursed to the Association before the 30th business day after the date the invoice is sent to the Owner may be added to the Owner's account as an assessment. Any amount paid in excess of Authorized Charges shall be refunded to the Owner not later than the 30th business day after the date the invoice is sent to the Owner.

(d) *Inspection by Directors.* Every director shall have the absolute right at any reasonable time to inspect all Residential Association books, records, and documents and the physical properties owned or controlled by the Residential Association. A director's right of inspection includes the right to make a copy of relevant documents at the Residential Association's expense.

#### 10.5. Notices.

(a) *Form of Notice and Method of Delivery.* Except as otherwise provided in the Charter or these By-Laws or by Texas law, all notices, demands, bills, statements, or other communications under the Charter or these By-Laws shall be in writing and may be delivered in person, by United States mail, by private carrier, or if the intended recipient has given its prior written authorization to use such method of delivery, by facsimile or electronic mail with written confirmation of transmission. It is the responsibility of each Member to give notice to the Association of any change in the Member's address, facsimile number, or email address.

(b) *Delivery Address.* Notices shall be delivered or sent to the intended recipient as follows:

(i) if to a Member or Voting Delegate, at the mailing address, telephone facsimile number, or e-mail address which the Member or Voting Delegate has designated by notice to the Secretary in accordance with this Section 10.5 or, if no such address or number has been designated, at the address of the Unit of such Member or Voting Delegate;

(ii) if to the Residential Association, the Board, or a committee of either, at the mailing address, facsimile number, or e-mail address of the principal office of the Residential Association or its managing agent, or at such other address as the Residential Association has designated by notice to the Members in accordance with this Section 10.5; or

(iii) if to the Founder, at the Founder's principal address as it appears on the Secretary of State's records, or at such other address as the Founder has designated by notice to the Residential Association in accordance with this Section 10.5.

(c) *Effective Date.* Notice sent in accordance with subsections (a) and (b) shall be deemed to have been duly given and effective:

(i) if sent by United States mail, when deposited with the U. S. Postal Service, correctly addressed, with first class or higher priority postage prepaid;

(ii) if delivered personally or by private carrier, when actually delivered to the address of the intended recipient, as evidenced by the signature of the person at such address who accepts such delivery; or

(iii) if sent by telephone facsimile or electronic mail, upon transmission, as evidenced by a printed confirmation of transmission.

#### 10.6. **Amendment.**

Until termination of the Founder Control Period, the Board of Directors may amend these By-Laws for any purpose by a majority vote of the total number of directors. Thereafter, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Delegates representing at least a majority of the total votes in the Residential Association, and the consent of the Founder Member, if such exists. Notwithstanding the above, no amendment to these By-Laws may conflict with the Charter and the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment shall be prepared and signed by the President or Vice President and by the Secretary or Treasurer of the Residential Association certifying that the requisite approval was obtained.

(c) Amendments to these By-Laws shall become effective upon recordation unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within one year of its recordation, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws.

No amendment may remove, revoke, or modify any right or privilege of Founder or the Founder Member without the written consent of Founder, the Founder Member, or the assignee of such right or privilege.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Viridian Residential Association, Inc., a Texas nonprofit corporation;

That the foregoing By-Laws constitute the original By-Laws of Viridian Residential Association, Inc. as duly adopted by resolution of the Board of Directors thereof on the 25 day of APRIL, 2012

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Residential Association this 25 day of APRIL, 2012

[SEAL]

Sue A. Blankenship  
Secretary

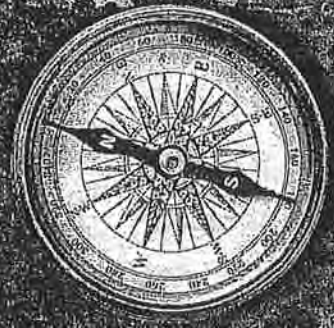


EXHIBIT "F"

Initial Architectural Guidelines



**VIRIDIAN**  
NEW POSSIBILITIES



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April 2012





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*Section IX Signage Requirements*  
*Section X Model Home Sites*

9.1  
 10.0

## Purpose

The Navigating Design Principles of Viridian are intended to provide the design criteria and guidelines for the builders within the community. These principles represent an architectural philosophy that will create a one of a kind community character.

A strict design review process will ensure that Viridian's vision is realized. Throughout the design review process, Huffines Communities® will work closely with the builder and the builders architect, to develop homes which will bring lasting value to Viridian.

## Town Architect

The Viridian Town Architect will ensure the overall design intent for Viridian is followed. The goal is to establish Viridian as a recognizable neighborhood. The look and feel of the community will have an identifiable overall character, yet maintain a great deal of variety with its structures, thus establishing a unique sense of place. As Viridian continues to evolve, modifications and variances to these guidelines may be granted, and in some cases encouraged. Huffines Communities® recommends that the home builders review the Viridian FTP site for the latest version of the guidelines.

The Town Architect is responsible for the implementation of Viridian's vision. Prior to the construction of each home, the Town Architect will approve all aspects of production and custom builders design and layout. The Town Architect will attend all Design Review meetings with each home builder, including meeting with builders prior to the design of the product in order to establish expectations from a design standpoint, as well as review the site, landscape plan, and color application. After construction is underway, periodic visits to each home under construction will ensure design intent and execution. Prior to occupancy, a final approval by the Town Architect is required.

## Developer Representative

A Developer Representative may be present at the Design Review meetings. The Representative will provide interpretation of the design requirements and have final approval regarding the design, layout, and execution of the product.

## Architectural Process

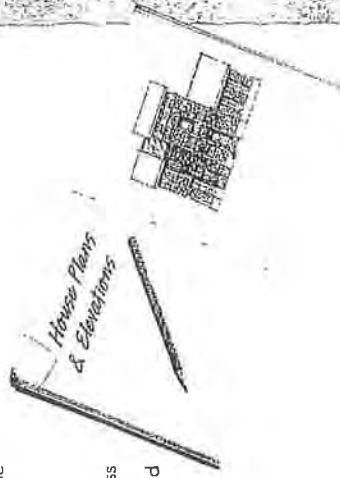
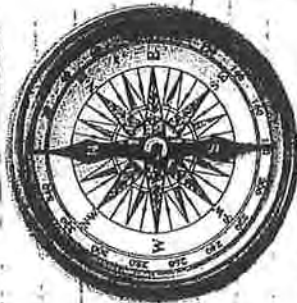
In order to simplify the architectural approval process for the home builder, the following process will ensure compliance and execution.

1. Pre-design meeting with Town Architect, home builder and the builder's architect (if requested by the home builder).
2. Design submittal (one time for production builders).
3. Plan Approval (one time for production builders).
4. Viridian Building Permit submittal for individual lots.



## Section I

# Introduction



Planning Area 1  
April 2012

# House Plan Design Submittal

## Submittal Requirements:

- Site plan (typical) - at least 1" = 10' scale
- Mechanical equipment and screening
- Retaining wall (if applicable)
- Walk & entry porch design
- Fence Plan
- Trash Receptacle Location
- House Plan
- Floor plans - 1/8" scale minimum (one time for production builders)
- Elevations (all 4 sides) (one time for production builders)
- Eave details
- Railing details
- Column details
- Exterior color with documents detailing application and exact location of each color
- Roof plans of each elevation
- Any additional details explaining design intent
- Icon, terminus & corner lot design elements; (must be submitted for each applicable lots)
- Elevations
- Locations
- Landscape plan showing the following:
  - Hard scape
  - Plant Materials
  - Irrigation Plan
- Viridian Green Builder Certification Checklist



Section II

Design Review  
Process



Planning Area  
April 2012

# Viridian Building Permit Submittal



Section II  
**DESIGN REVIEW**  
**PROCESS**



## Viridian - Application Residential Building Permit Primary Structures

Project Name: \_\_\_\_\_  
 Project Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_

Permit Type:  New Construction  Addition  Alteration  Demolition  Erection  Erection/Alteration/Repair

Project Description:  Single-Family Residential  Commercial  Industrial  Institutional  Other

Project Details:  1-1/2 Story  2-1/2 Story  3-1/2 Story  4-1/2 Story  5-1/2 Story  6-1/2 Story  7-1/2 Story  8-1/2 Story  9-1/2 Story  10-1/2 Story  11-1/2 Story  12-1/2 Story  13-1/2 Story  14-1/2 Story  15-1/2 Story  16-1/2 Story  17-1/2 Story  18-1/2 Story  19-1/2 Story  20-1/2 Story

## Viridian - Application

Page 1 of 2

## Residential Building Permit Primary Structures

Permit Number: \_\_\_\_\_  
 Project Name: \_\_\_\_\_  
 Project Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_

Project Description:  Single-Family Residential  Commercial  Industrial  Institutional  Other

Project Details:  1-1/2 Story  2-1/2 Story  3-1/2 Story  4-1/2 Story  5-1/2 Story  6-1/2 Story  7-1/2 Story  8-1/2 Story  9-1/2 Story  10-1/2 Story  11-1/2 Story  12-1/2 Story  13-1/2 Story  14-1/2 Story  15-1/2 Story  16-1/2 Story  17-1/2 Story  18-1/2 Story  19-1/2 Story  20-1/2 Story

Project Name: \_\_\_\_\_  
 Project Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_

The above form is for illustration purposes only. For a current and accurate form please see the Town Architect or [www.viridiandfw.com](http://www.viridiandfw.com).

Planning Area!  
 April 2012

## Pre-Construction Meeting for Custom Builders

Prior to construction, a meeting with the Town Architect and Building Superintendent will take place, to review plans and checklist for compliance with design intent (i.e. style, elevation, monotony).

### The following will be reviewed:

- Site conditions and requirements
- Drawings match approved set of design plans
- Landscape plans match site conditions
- Final color review for context
- Elevation monotony check
- Viridian Green Builder Checklist submittal

## Frame Inspection Review for all Builders

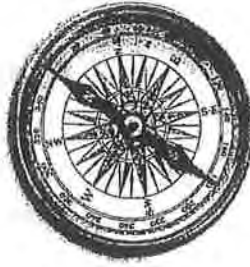
The Town Architect will review framing only to confirm the structure is in compliance with the approved drawings (any design revision are to be reviewed by the town architect). The location of external mechanical equipment shall be verified

## Final Review for all Builders

The Town Architect approval is required prior to occupancy. The Town Architect will help ensure the final construction is consistent with approved design.

### The following will be reviewed:

- Exterior colors & location
- Execution of details
- Landscape & hard scape (including fence locations)

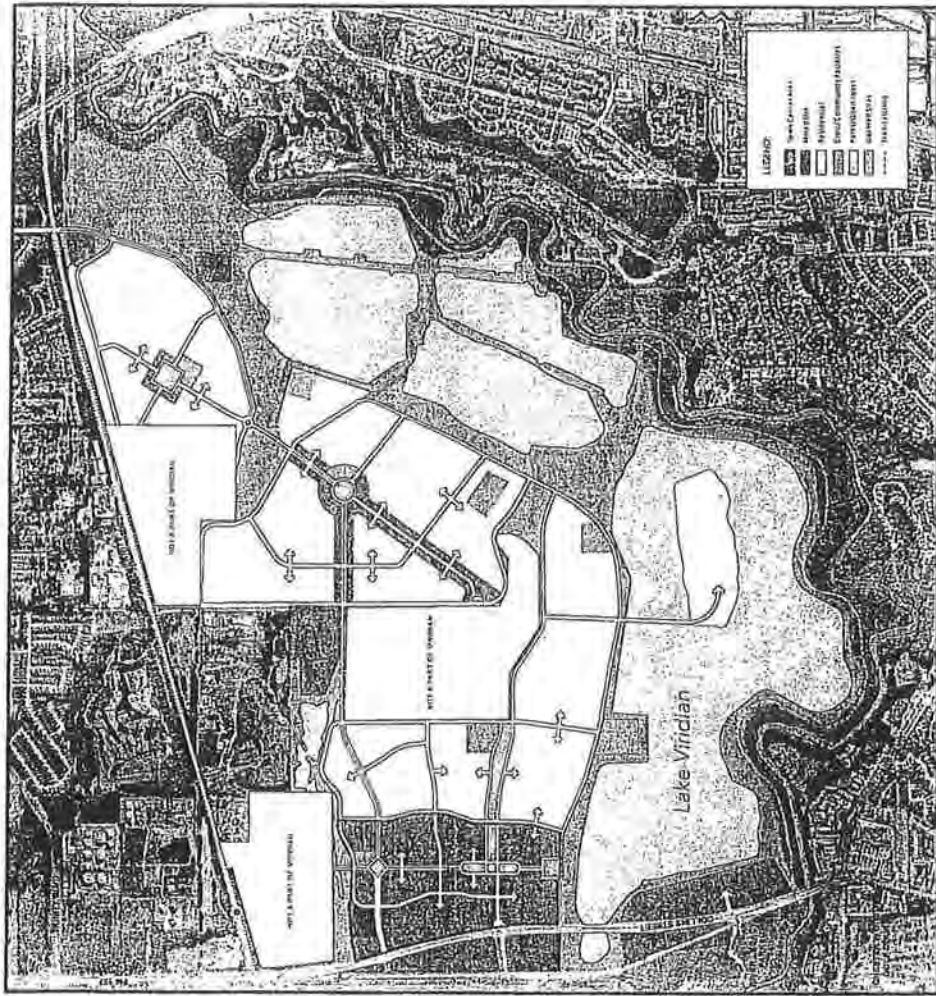


Section II:

Design Review  
Process







The site is composed of three unique planning areas located along the water's edge. Each area is defined by open space and topography. Planning Area One is adjacent to the Town Center and is the home of the Amenity Center. The southern boundary is adjacent to Lake Viridian.

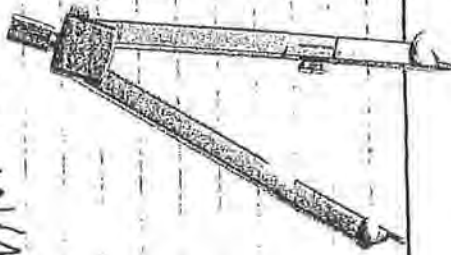
*Planning Area 1*  
*April 2012*

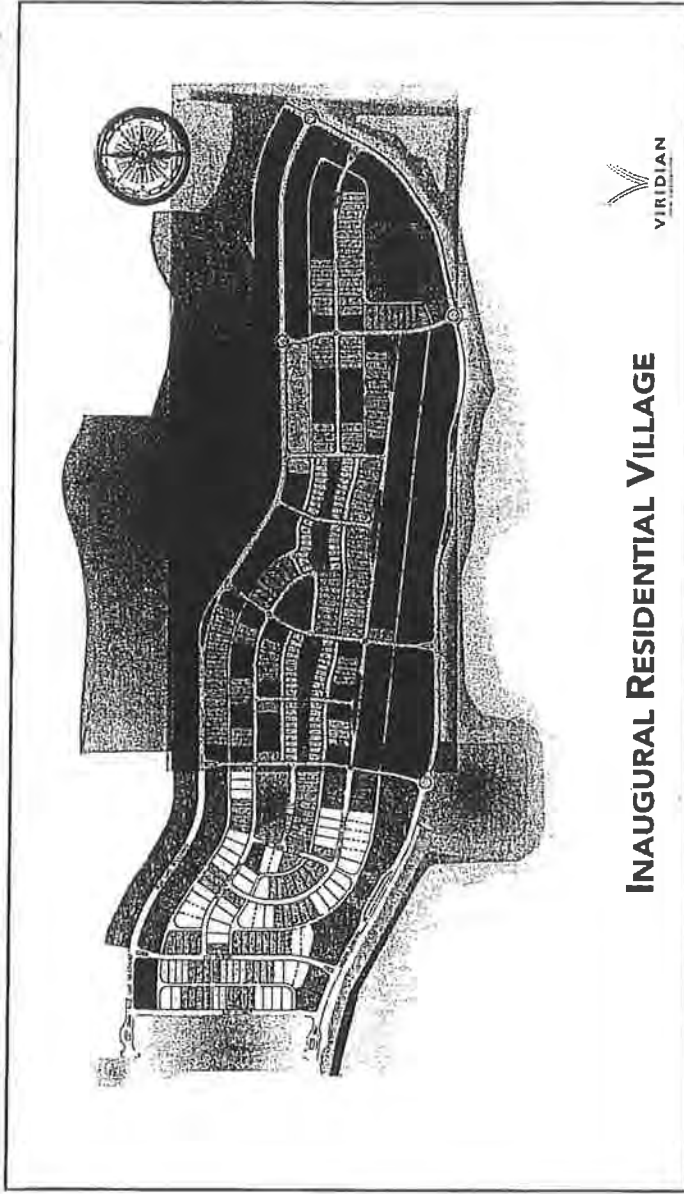
Master Plan is subject to change without notice. Visit [www.viridianlv.com](http://www.viridianlv.com) for current version.



*Session III*

# Master Plan





## INAUGURAL RESIDENTIAL VILLAGE



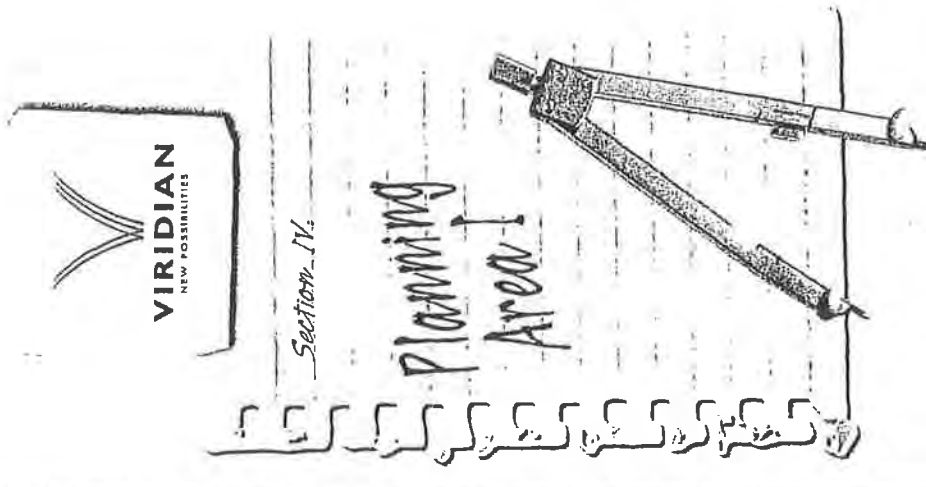
Village Site Plan

### *Neighborhood Village*

Embracing the principles of "new urbanism," Viridian is a mix of housing types, all woven in a traditional street pattern. Connectivity through the street, promotes "life" on the street. The homes' relationship to the street adds quality to the private and public realm, which encourages safety and vitality of the neighborhood.

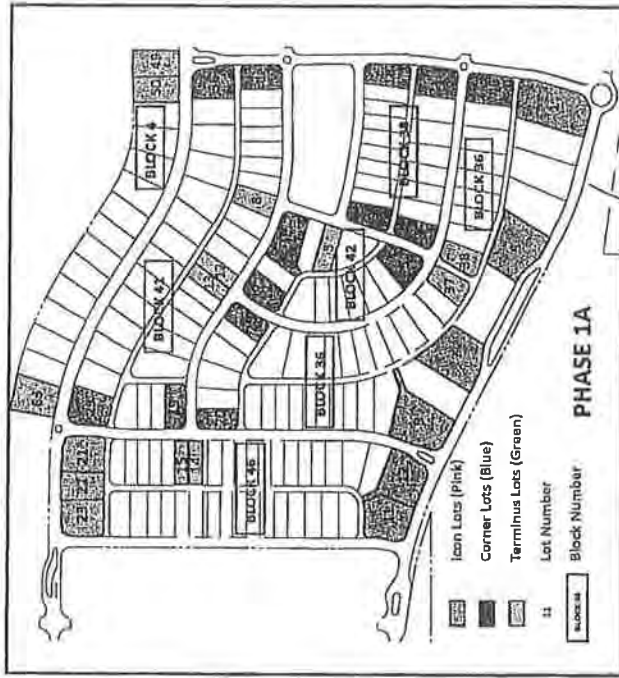
Master Plan is subject to change without notice. Visit [www.viridianefw.com](http://www.viridianefw.com) for current version.

Page 4.1



*Planning Area  
April 2012*

# Inaugural Village - Phase 1A



Phase One: Layout of Iconic, Corner & Terminus Lots

Block	Corner Lot	Terminus Lot	Iconic Lot
Block 4	Lot 20	Lot 50	Lot 63
Block 36	Lot 25	Lot 38	Lot 1
Block 38	Lot 1	Lot 9	Lot 5
Block 41	Lot 1	Lot 18	Lot 7
Block 42	Lot 1	Lot 12	Lot 13
Block 46	Lot 5	Lot 22	Lot 3
		Lot 14	Lot 21
		Lot 15	Lot 22
		Lot 23	Lot 25
		Lot 41	Lot 41
		Lot 42	Lot 42

## Iconic Lots - (Pink)

The pink highlighted lots are considered "key locations". These iconic lots shall have additional design elements such as:

- Tower elements
- Additional detailing
- Second and third floor balconies
- Four sided architecture
- Upgraded landscaping

## Corner Lots - (Blue)

The corner lots, as noted, shall address the two street conditions. The following will be considered:

- Wrapping porches
- Main entry on side
- Strong two-sided architecture
- Additional detailing
- Additional landscaping
- Location of driveways & fence
- Upgraded side yard fencing

## Terminus Lots - (Green)

The terminus lots shall address streets which "T" or "dead end" into a perpendicular street. These lots shall be two story homes, no single story plan will be allowed.

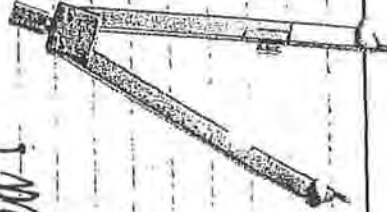
Planning Area 1  
April 2012

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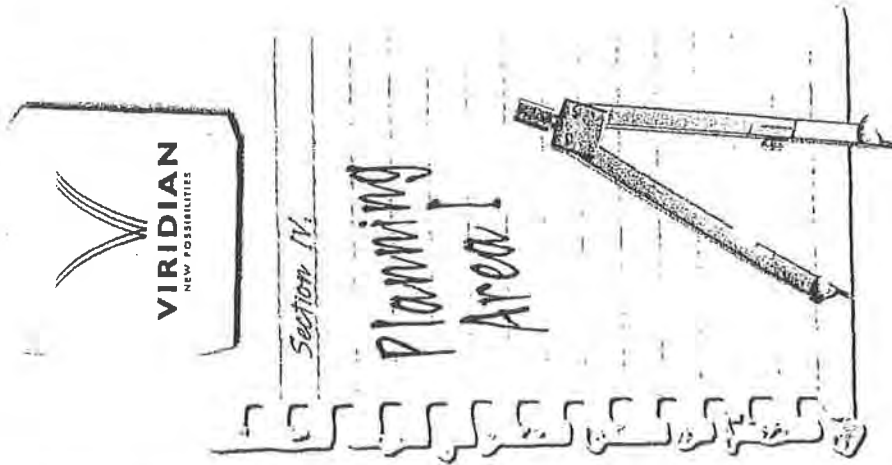


Section IV

Planning Area 1



# Inaugural Village - Phase 1B



Planning Area  
April 2012



PHASE 1B

## Icon Lots - (Pink)

The pink highlighted lots are considered "key locations". These iconic lots shall have additional design elements such as:

- Tower elements
- Additional detailing
- Second and third floor balconies
- Four sided architecture
- Upgraded landscaping

## Corner Lots - (Blue)

The corner lots, as noted, shall address the two street conditions. The following will be considered:

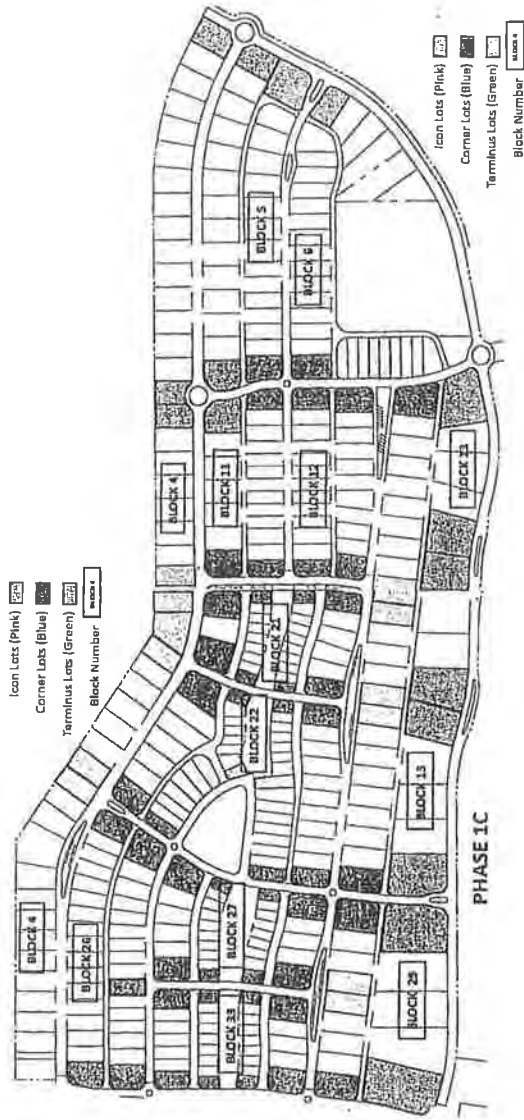
- Wrapping porches
- Main entry on side
- Strong two-sided architecture
- Additional detailing
- Additional landscaping
- Location of driveways & fence
- Upgraded side yard fencing

## Terminus Lots - (Green)

The terminus lots shall address streets which "T" or "dead end" into a perpendicular street. These lots shall be two story homes, no single story plan will be allowed.

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# Inaugural Village - Phase 1C and 1D



PHASE 1D

PHASE 1C

*Terminus lots - (Green)*

The terminus lots shall address streets that "T" into a perpendicular street. These lots shall be two story homes.

*Corner lots - (Blue)*

The corner lots, as noted, shall address the two street conditions. The following will be considered:

- Wrapping porches
- Main entry on side
- Strong two-sided architecture
- Additional detailing
- Additional landscaping
- Location of driveways & fence
- Upgraded side yard fencing

*Icon lots - (Pink)*

The highlighted lots are considered "key locations." These icon lots shall have additional design elements such as:

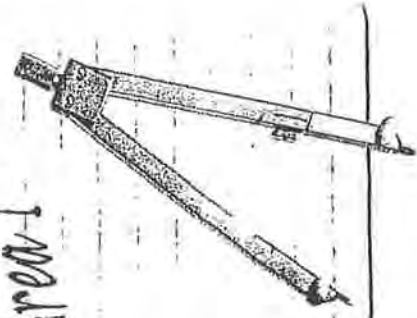
- Tower elements
- Additional detailing
- Second and third floor balconies
- Four sided architecture
- Upgraded landscaping

Master Plan is subject to change without notice. Visit [www.viridianfw.com](http://www.viridianfw.com) for current version.



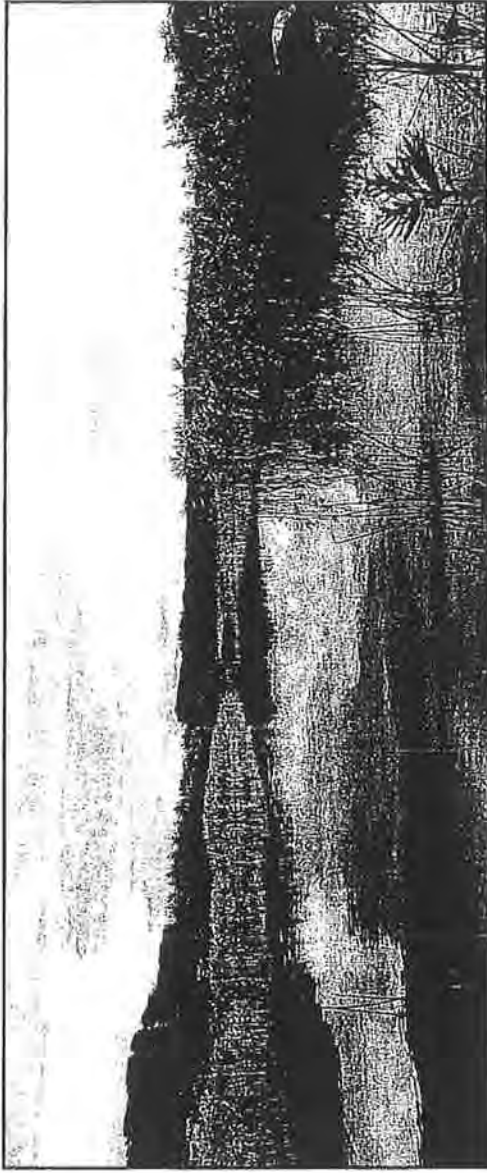
Section IV

Planning Area I



Planning Area  
April 2012

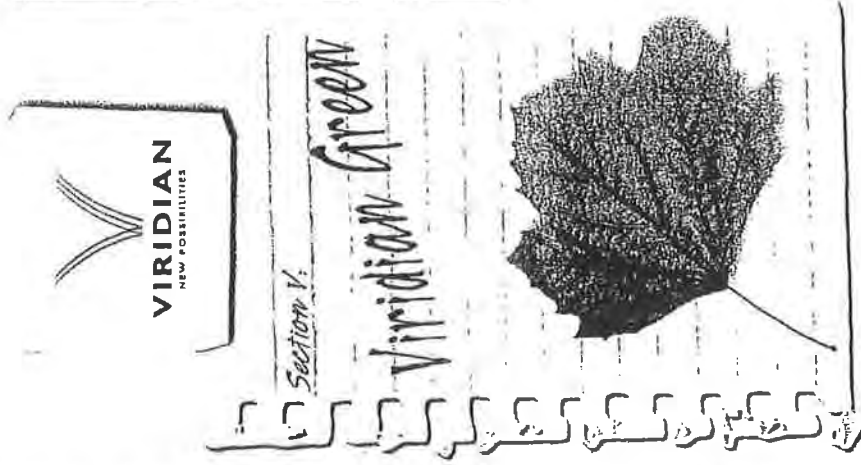
# Strategies for Viridian Green Building



Huffines Communities® is deeply committed to preserving Viridian's lush environment as well as establishing a community which promotes both the personal and financial health of those who call Viridian home.

Efficient design and construction techniques conserve energy and materials and ultimately reduce maintenance costs to Viridian's residents. This section offers building green strategies and recommendations based upon the following specifications:

- Site Development Strategies
- Energy Efficiency Strategies
- Sustainable Materials Strategies
- Indoor Environmental Quality Strategies
- Water Efficiency Strategies
- Education of Homeowner about the green features of their home; operations and maintenance strategies



Planning Area  
April 2012

# Strategies for Green Building

## Sustainability Measures for Homes:

Green building measures under this strategy address innovative strategies which may be undertaken by the builder. Although the Viridian Green Builder Certification Checklist is fairly comprehensive, it does not include all possible green building measures. Only the most common and easiest to assess items are included on the Viridian Green Builder Certification Checklist. The advancement of building science and development of better practices and new materials is occurring at a rapid pace. Builders, architects and designers sometime incorporate features, materials, or technology not covered by the items in the preceding sections. Please confer with the Town Architect to discuss measures which may be included for additional points earned.

## Section One: Green Codes/Regulations and Requirements

- Create occupant's manual for operation and maintenance of home's sustainability features
- Walk-through of home, with 2 hours of training to occupant
- Public awareness of sustainable features through advertisement, web site, articles, signage and/or open house
- Participate in community workshops for green home training

## Section Two: Site Development Strategies

- Erosion controls during construction
- Minimize disturbance to the site
- Limit turf and use native and drought tolerant plants for landscaping
- Trees and shrubs to shade 50% of sidewalks, patios, and driveways
- Light colored, highly solar-reflectant materials for 50% of site's non-impervious surfaces
- Non-toxic pest control plan

## Section Three: Energy Efficiency Strategies

- Meet or exceed the performance of a Viridian Green Home
- Insulation that meets the following:
  - Minimize energy consumption by preventing air leakage into or out of the home
  - Maximize energy performance of windows, meet or exceed requirements for Energy Star™ labeled windows
  - Limit air leakage rate from ducts to outdoors, do not install ducts on exterior walls, and use a minimum of R-6 insulation around ducts in unconditioned spaces
- Install space heating and cooling equipment with Energy Star™ for HVAC label, minimum SEER 15
- Efficient hot water distribution system, ensure hot water end-uses are located within 20 feet, or use instant-hot water heaters

- Energy Star™ labeled light fixtures or Energy Star™ labeled compact fluorescent light bulbs (CFLs)
- Infrared sensors for exterior lights (motion sensors)
- Energy Star™ appliances

## Section Four: Indoor Environmental Quality Strategies

- High performance fireplace with extra back draft protection
- Space heaters & DHW equipment with closed/power exhaust
- Time/auto controls for bathroom & kitchen exhaust fans
- Design ventilation system that complies with ASHRAE std. 62.2
- Fully duct supply and exhaust
- Ensure that every room has adequate return air flow using either multiple returns or transfer grills

- Third party testing of supply air flow into each room in home
- Seal off ducts during construction
- Do not install air handling equipment or return ducts in garage
- Tightly seal off shared surfaces between garage and home

## Section Five: Sustainable Materials Strategies

- Use material efficient framing with waste factor of no more than 10%
- Use products with low VOC emissions
- Use materials extracted, processed, and manufactured within 500 miles of the project site

## Section Six: Water Efficiency Strategies

- Divert at least 50% of construction waste from landfills
- Install a rainwater harvesting and storage system for irrigation
- Water efficient fixtures (toilets, showers, faucets)

## Section Seven: Recycling

Huffines Communities® has partnered with the City of Arlington and Republic Waste Management to provide the home builders with a comprehensive recycling program for building materials.

All home builders must provide a completed Viridian Green Certified Checklist for review by Town Architect.

Viridian strongly encourages ideas for innovative ways to Reuse, Reduce or Recycle. This is a strategy and is not necessary all inclusive, please see checklist or web site. For additional items and any suggestions will be accepted and evaluated for inclusion.

The above-mentioned strategies are only a limited example of green building techniques.

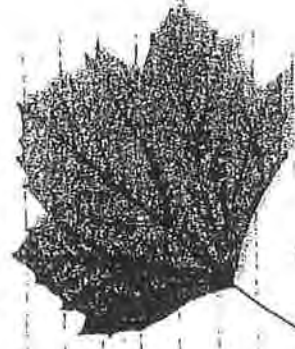
Planning Area 1

April 2012



Section V

Viridian Green



# Viridian Green Builder Certification Checklist

Section V. Viridian Green

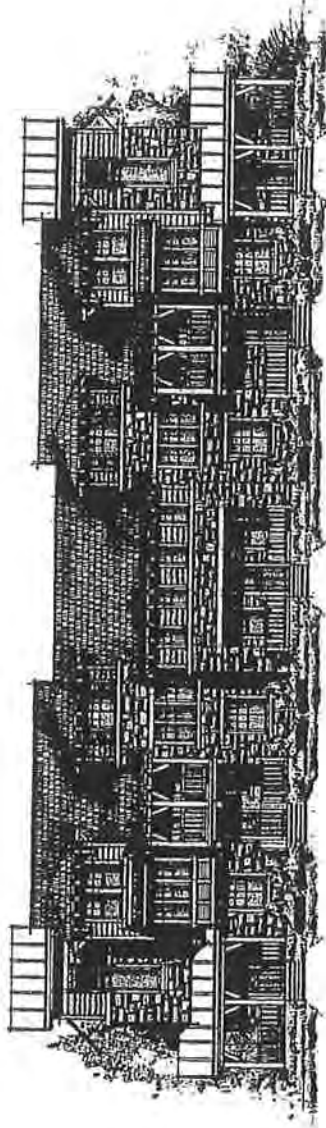
Planning Area  
April 2012

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The above document is for illustration purposes only, please see [www.viridiandfw.com](http://www.viridiandfw.com) web site for current version.



# Townhomes: Alley Entry, Attached Garage



Townhomes are attached housing types frequently used for transition between urban multi-family and single family lot areas. Each unit is located on a separate platted lot.

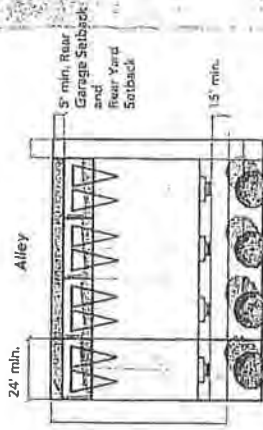
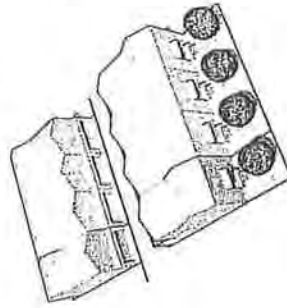
**Housing Type Elements:**

- Lot Area: 1,920 SF
- Lot Width: 24' min.
- Lot Depth: 80' min.
- Maximum Number of Stories: 3
- Garage Orientation: Alley
- Min./Max. Front Yard Setback: 15'
- Minimum Interior Side Yard Setback: 0'
- Minimum Corner Side Yard Setback: 20'
- Minimum Rear Yard Setback: 5'

**Exceptions to Minimum Setback:**  
Minimum side setback to detached garages or accessory building may be reduced to 3' (with Town Architect approval) when greater setback would be otherwise required.

- Allowed Encroachments into Setback:
  - Porches (up to 8' into front setback and corner side yard setback)
  - Fireplaces and box windows (up to 2' into all setbacks)
  - Balconies, awnings, overhang eaves (up to 2' into all setbacks)

- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 24" into all setbacks)
- Foundation encroachments of 4"- 6" are allowed for architectural details such as brick ledges



Illustrations may not accurately reflect all requirements. Please refer to local specific requirements.

View and Plan: Townhome with Attached Garage

Planning Area 1  
April 2012



Section VI

Inaugural Village Types



# Townhomes: Alley Entry, Detached Garage

## Housing Type Elements:

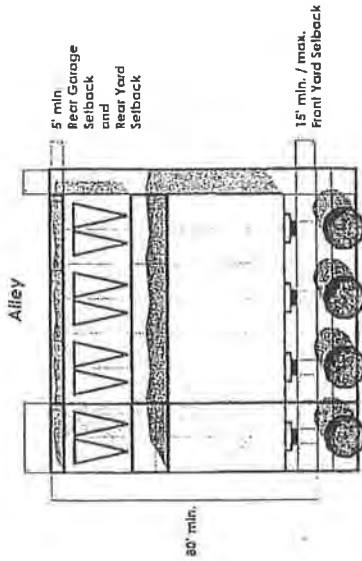
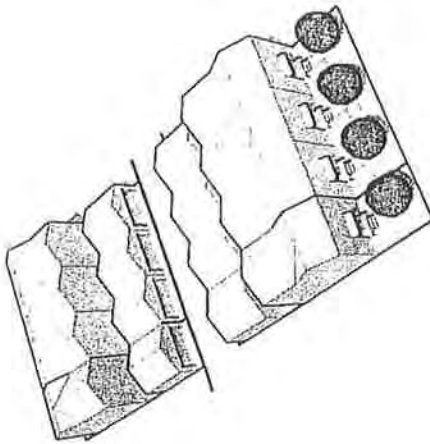
- Lot Area: 1,920 SF
- Lot Width: 24' min
- Lot Depth: 80' min.
- Maximum Number of Stories: 3
- Garage Orientation: Alley
- Min./Max. Front Yard Setback: 15'
- Minimum Interior Side Yard Setback: 0'
- Minimum Corner Side Yard Setback: 20'
- Minimum Rear Yard Setback: 5'

## Exceptions to Minimum Setback:

Minimum side setback to detached garages or accessory building may be reduced to 3' (with Town Architect approval) when greater setback would be otherwise required.

## Allowed Encroachments into Setback:

- Porches (up to 8' into front setback and corner side yard setback)
- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 24" into all setbacks)
- Foundation encroachments of 4"- 6" are allowed for architectural details such as brick ledges



View and Plan: Townhome with Detached Garage

Illustrations may not accurately reflect all lot variations. Please see text for specific requirements

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# Villa 28' Home Sites: Alley Entry, Attached Garage, Detached Home

Housing Type Elements:  
 Lot Area: 2,520 min.  
 Lot Width: 28' min.  
 Lot Depth: 90'

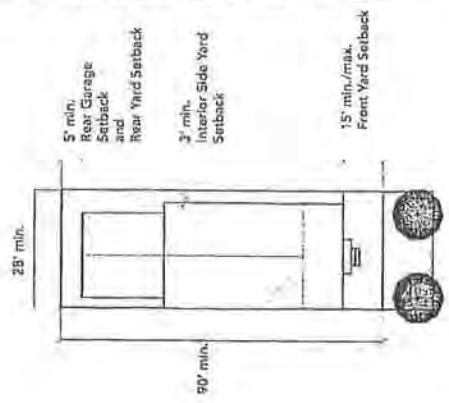
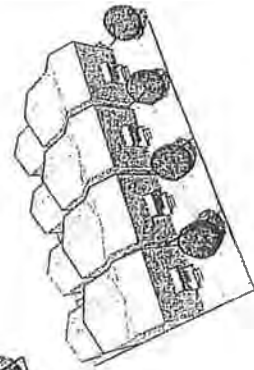
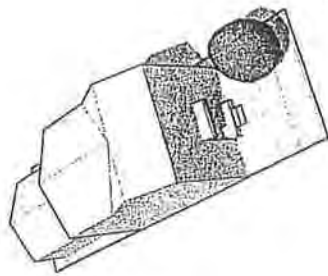
Maximum Number of Stories: 3  
 Garage Orientation: Alley  
 Min./Max. Front Yard Setback: 15'  
 Minimum Interior Side Yard Setback: 3'  
 Minimum Corner Side Yard Setback: 20'  
 Minimum Rear Yard Setback: 5'

### Exceptions to Minimum Setback:

Minimum side setback to detached garages or accessory building may be reduced to 3' (with Town Architect approval) when greater setback would be otherwise required.

### Allowed Encroachments into Setback:

- Porches (up to 8' into front setback and corner side yard setback)
- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 24" into all setbacks)
- Foundation encroachments of 4"- 6" are allowed for architectural details such as brick ledges



View and Plan: Villa Home Site

Dimensions may not necessarily reflect all setbacks. Please see text for specific requirements.

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# Green Court Homes: Alley Entry

The Green Court Home site is a block type in which alley-fed, small lot single-family lots are arranged around a common green. The cluster, with its depth of not more than 150', should have at least one public street along the green. A common walkway along the green serves all lots. This type has been proven to be a very popular option, especially for young couples, young families, and empty nesters. The shared green provides safety for younger children and a park-like atmosphere in which to play without crossing any streets, and the court-facing homes allow for easy supervision by parents or community members. The homes face a common green space, parking must be accessed from rear alleys.

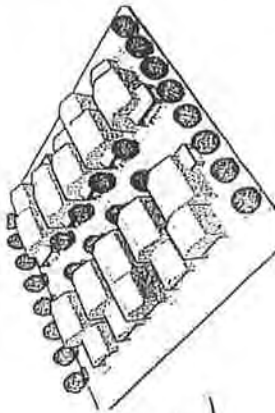
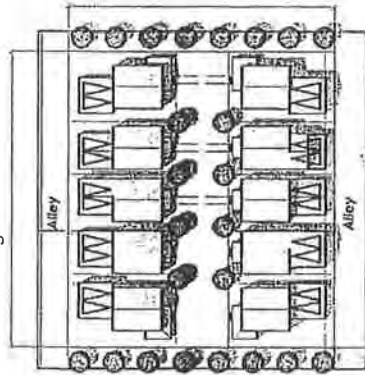
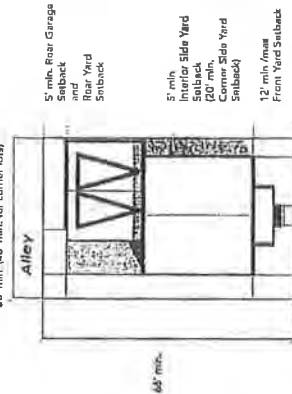


- Housing Type Elements:**  
 Lot Area: 1,980 SF min.  
 Lot Width: 30' min.  
 Lot Depth: 66' min.  
 Maximum Number of Stories: 3  
 Garage Orientation: Alley; min. 2 spaces  
 Minimum Front Yard Setback: 12'  
 Minimum Interior Side Yard Setback: 5' except for Zero Lot Line Types where 10' min. side setback is required on one side and 0' on the other  
 Minimum Corner Side Yard Setback: 10' from the PDUC (see final plat for location)  
 Minimum Rear Yard Setback: 5'  
 Maximum Lot Coverage: 80%

**Exceptions to Minimum Setback:**  
 Minimum side setback to detached garages or accessory building may be reduced to 5' (with Town Architect approval) when greater setback would be otherwise required.

**Allowed Encroachments into Setback:**

- Porches (up to 8' into front setback and corner side yard setback)
- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 24" into all setbacks)
- Foundation encroachments of 4" - 6" are allowed for architectural details such as brick ledges



Plan: Individual Green Court Home

View and Plan: Green Court Homes

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# Zero Lot Line Home Sites: 40' Alley Entry, No Street

## Housing Type Elements:

Lot Area: 2,400 SF min.  
 Lot Width: 40' min.  
 Lot Depth: 80' min.

Maximum Number of Stories: 3  
 Garage Orientation: Alley; min. 2 spaces  
 Minimum Front Yard Setback: 12'

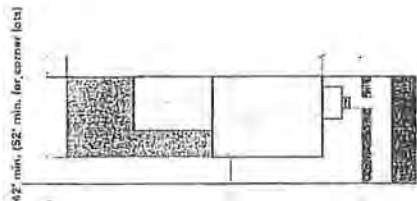
Minimum Interior Side Yard Setback: 10' min. side setback is required on one side and 0' on the other  
 Minimum Corner Side Yard Setback: 10'

Minimum Rear Yard Setback: 5'  
 Maximum Lot Coverage: 80%

Exceptions to Minimum Setback:  
 Minimum side setback to detached garages or accessory building may be reduced to 5' (with Town Architect approval) when greater setback would be otherwise required.

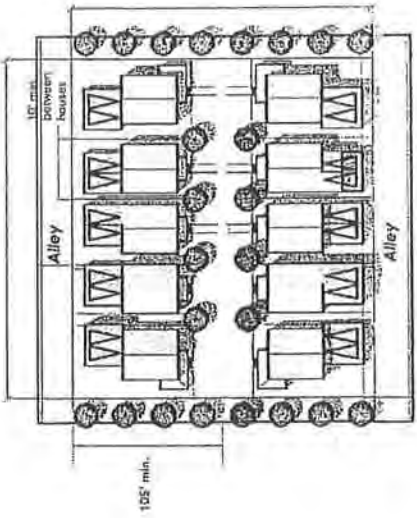
## Allowed Encroachments into Setback:

- Porches (up to 8' into front setback and corner side yard setback)
- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 24" into all setbacks)
- Foundation encroachments of 4" - 6" are allowed for architectural details such as brick ledges



80' min.  
 10' min. Setback Private Access Easement

Plan: Individual Zero Lot Line Home



View and Plan: Zero Lot Line Homes

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Maintained and not necessarily reflect all revisions. Please see the project page for details.



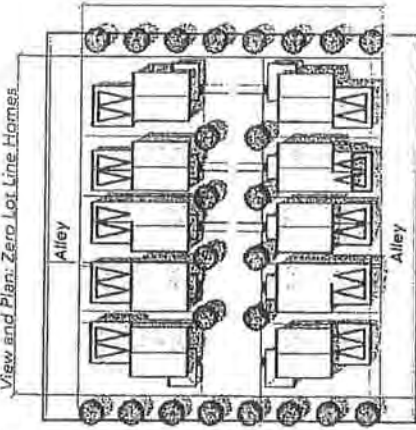
Section VI:

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# Zero Lot Line Home Sites: 52' Alley Entry, No Street

View and Plan: Zero Lot Line Homes



## Housing Type Elements:

- Lot Area: 4,000 SF min.
- Lot Width: 52' min.
- Lot Depth: 90' min.
- Maximum Number of Stories: 3
- Garage Orientation: Alley; min. 2 spaces
- Minimum Front Yard Setback: 10'
- Minimum Interior Side Yard Setback: 10' min. side setback is required on one side and 0' on the other
- Minimum Corner Side Yard Setback: 10'
- Minimum Rear Yard Setback: 5'
- Maximum Lot Coverage: 80%

## Exceptions to Minimum Setback:

Minimum side setback to detached garages or accessory building may be reduced to 5' (with Town Architect approval) when greater setback would be otherwise required.

## Allowed Encroachments into Setback:

- Porches (up to 8' into front setback and corner side yard setback)
- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 24" into all setbacks)
- Foundation encroachments of 4" - 6" are allowed for architectural details such as brick ledges

52' min. (62' min. for corner lots)

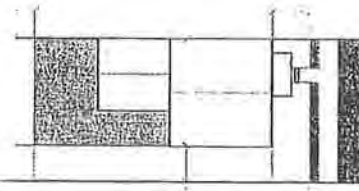
5' Garage Setback with No Parking Outside Garage or 21' setback with Parking Outside.

0' Side Yard

10' min. Front Yard Setback

80' min.

10' min. Setback Private Access Easement



Plan: Individual Zero Lot Line Home

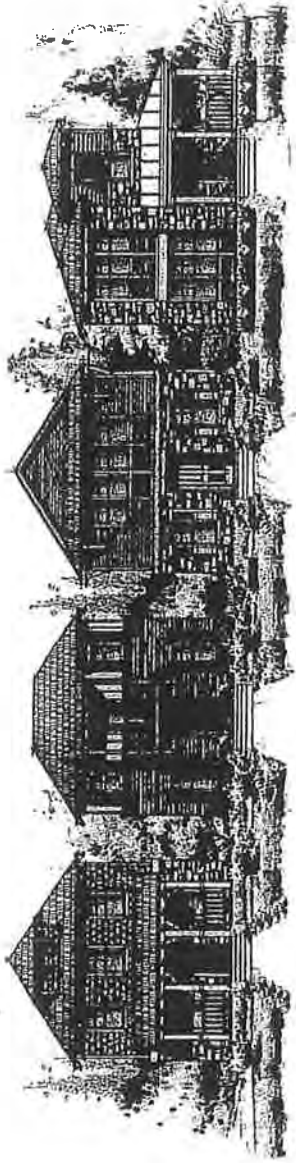


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# Cottage Homes: Alley Entry, Attached Garage



The Cottage Homes appeal to individuals and families who desire single-family units with limited yard maintenance.

#### Housing Type Elements:

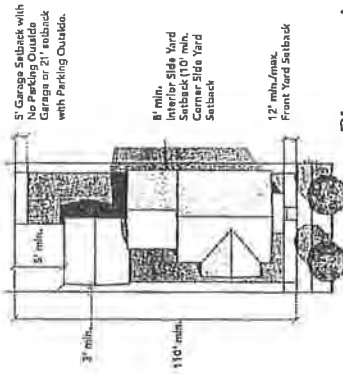
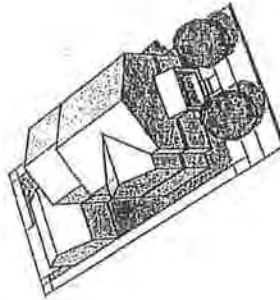
- Lot Area: 3,850 SF min.
- Lot Width: 35' min.
- Lot Depth: 110' min.
- Maximum Number of Stories: 2
- Garage Orientation: Alley; min. 2 spaces
- Minimum Front Yard Setback: 12'
- Minimum Interior Side Yard Setback: 5' (except for Zero Lot Line Types where 10' min. side setback is required on one side and 0' on the other)
- Minimum Corner Side Yard Setback: 10'
- Minimum Rear Yard Setback: 5'
- Maximum Lot Coverage: 75%

#### Exceptions to Minimum Setback:

Minimum side setback to detached garages or accessory building may be reduced to 3' (with Town Architect's approval) when greater setback would otherwise be required.

#### Allowed Encroachments into Setback:

- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies; awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 24" into all setbacks)
- Foundation encroachments of 4"-6" are allowed for architectural details such as brick ledges
- Any additional encroachments require prior developer approval



View and Plan: Alley Loaded Cottage Home with Attached Garage

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Illustration may not accurately reflect all lot conditions. Please see text for specific requirements.



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# Cottage Homes: Alley Entry, Detached Garage

## Housing Type Elements:

- Lot Area: 3,850 SF min.
- Lot Width: 35' min.
- Lot Depth: 110' min.
- Maximum Number of Stories: 2
- Garage Orientation: Alley; min. 2 spaces
- Minimum Front Yard Setback: 12'
- Minimum Interior Side Yard Setback: 5' (except for Zero Lot Line Types where 10' min. side setback is required on one side and 0' on the other)
- Minimum Corner Side Yard Setback: 10'
- Minimum Rear Yard Setback: 5'
- Maximum Lot Coverage: 75%

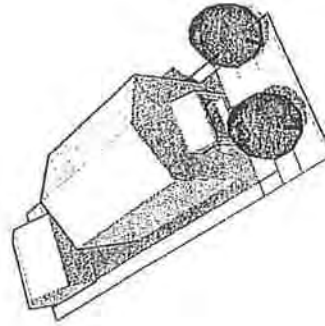
## Exceptions to Minimum Setback:

- Minimum side setback to detached garages or accessory building may be reduced to 3' (with Town Architect approval) when greater setback would otherwise be required.

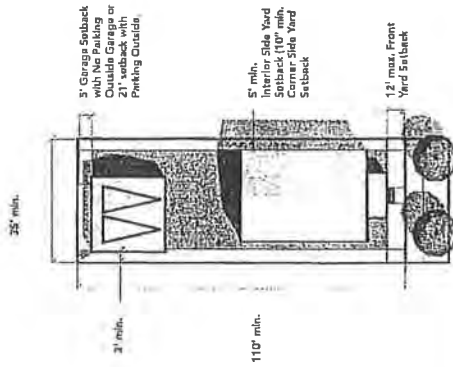
- ## Allowed Encroachments into Setback:
- Fireplaces and box windows (up to 2' into all setbacks)
  - Balconies, awnings, overhang eaves (up to 2' into all setbacks)
  - Bay windows (up to 2' into front and rear setbacks)
  - Stoops and stairs (up to 5' into front and rear setbacks)
  - Suspended planters/flower boxes (up to 24" into all setbacks)
  - Foundation encroachments of 4"-6" are allowed for architectural details such as brick ledges.



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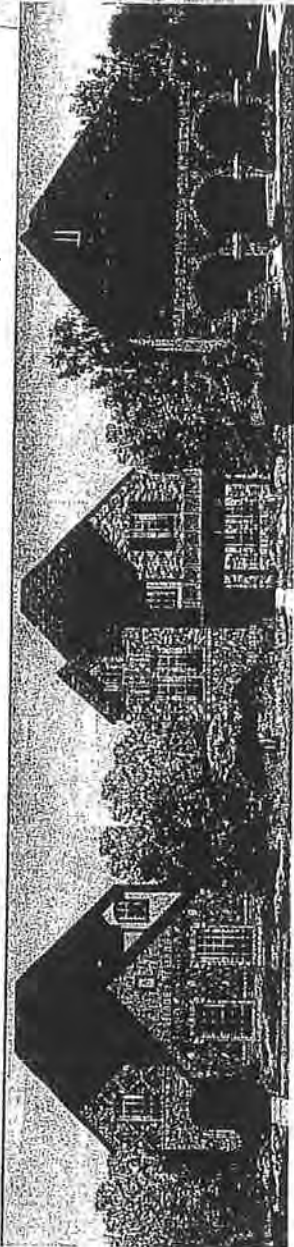
View and Plan: Alley Loaded Cottage Home with Detached Garage



Dimensions in feet. All heights subject to local variations. Please see plan for specific measurements.



# Chalet 40' Home Sites: Alley Entry, Attached Garage



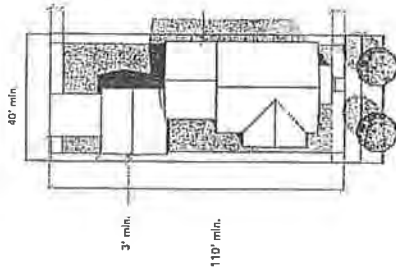
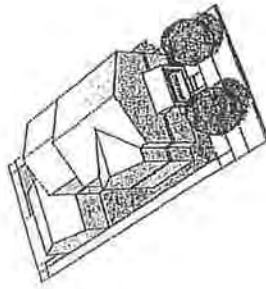
## Housing Type Elements:

- Lot Area: 4,400 SF min.
- Lot Width: 40' min.
- Lot Depth: 110' min.
- Maximum Number of Stories: 3
- Garage Orientation: Side drive; min. 2 spaces
- Minimum Front Yard Setback: 12'
- Minimum Interior Side Yard Setback: 5' (except for Zero Lot Line Types where 10' min. side setback is required on one side and 0' on the other)
- Minimum Corner Side Yard Setback: 10'
- Minimum Front Garage Setback for Side-Drive Lots: 20'
- Minimum Rear Yard Setback: 5'
- Maximum Lot Coverage: 75%

Exceptions to Minimum Setback:  
 Minimum side setback to detached garages or accessory building may be reduced to 3' (with Town Architect approval) when greater setback would be otherwise required.

## Allowed Encroachments into Setback:

- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhanging eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 24" into all setbacks)
- Foundation encroachments of 4" - 6" are allowed for architectural details such as brick ledges



View and Plan: Alley Drive Chalet Home with Attached Garage

Measurements may not accurately reflect all lot variations. Please see text for specific requirements.

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# Chalet 40' Home Sites: Alley Entry, Detached Garage

Housing Type Elements:

Lot Area: 4,400 SF min.

Lot Width: 40' min.

Lot Depth: 110' min.

Maximum Number of Stories: 3

Garage Orientation: Side drive; min. 2 spaces

Minimum Front Yard Setback: 12'

Minimum Interior Side Yard Setback: 5' (except for Zero Lot

Line Types where 10' min. side setback is required on one

side and 0' on the other)

Minimum Corner Side Yard Setback: 10'

Minimum Front Garage Setback for Side-Drive Lots: 40'

Minimum Rear Yard Setback: 5'

Maximum Lot Coverage: 75%

Exceptions to Minimum Setback:  
Minimum side setback to detached garages or accessory building maybe reduced to 3' (with Town Architect approval) when greater setback would be otherwise required.

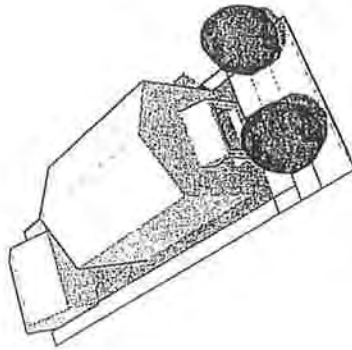
Allowed Encroachments into Setback:

- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 24" into all setbacks)
- Foundation encroachments of 4" - 6" are allowed for architectural details such as brick ledges

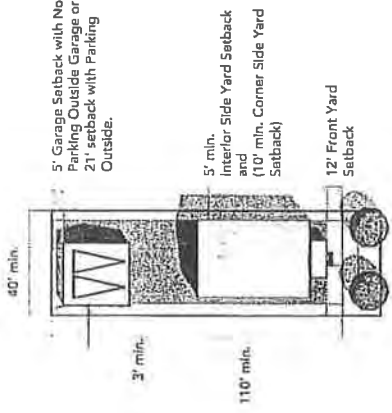


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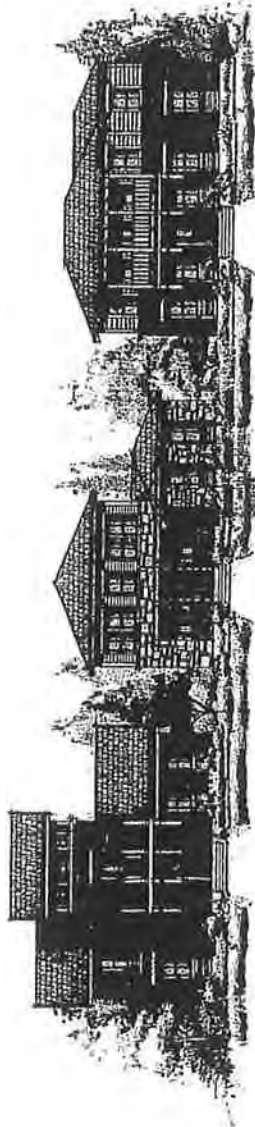


View and Plan: Alley Entry Chalet Home with Detached Garage



Illustrations may not accurately reflect all lot variations. Please see text for specific requirements.

# Executive Home Sites: Alley Entry, Attached Garage



Executive Homes are the most commonly used traditional lot types. These offer a moderately sized back yard.

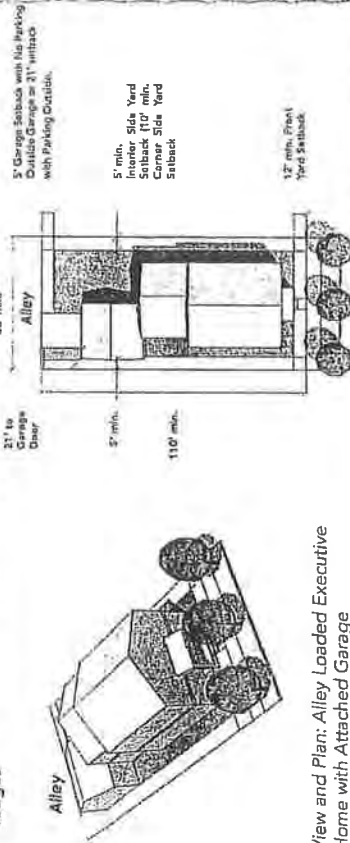
**Housing Type Elements:**

- Lot Area: 5,500 SF min.
- Lot Width: 50' min.
- Lot Depth: 110' min.
- Maximum Number of Stories: 3
- Garage Orientation: Alley; min. 2 spaces
- Minimum Front Yard Setback: 12'
- Minimum Interior Side Yard Setback: 5' (except for Zero Lot Line Types where 10' min. side setback is required on one side and 0' on the other)
- Minimum Corner Side Yard Setback: 10'
- Minimum Rear Yard Setback: 5'
- Maximum Lot Coverage: 75%

**Exceptions to Minimum Setback:**  
Minimum side setback to detached garages or accessory buildings may be reduced to 5' (with Town Architect's approval) when greater setback would otherwise be required.

**Allowed Encroachments into Setback:**

- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhanging eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 24" into all setbacks)
- Foundation encroachments of 4" - 6" are allowed for architectural details such as brick ledges



View and Plan: Alley Loaded Executive Home with Attached Garage

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Illustrations may not necessarily reflect all lot variations. Please see text for specific requirements.



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# Executive Home Sites: Alley Entry, Detached Garage

## Housing Type Elements:

- Lot Area: 5,500 SF min.
- Lot Width: 50' min.
- Lot Depth: 110' min.
- Maximum Number of Stories: 3
- Garage Orientation: Alley, min. 2 spaces
- Minimum Front Yard Setback: 12'
- Minimum Interior Side Yard Setback: 5' (except for Zero Lot Line Types where 10' min. side setback is required on one side and 0' on the other)
- Minimum Corner Side Yard Setback: 10'
- Minimum Rear Yard Setback: 5'
- Maximum Lot Coverage: 75%

## Exceptions to Minimum Setback:

Minimum side setback to detached garages or accessory building may be reduced to 5' (with Town Architect approval) when greater setback would otherwise be required.

## Allowed Encroachments into Setback:

- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 24" into all setbacks)
- Foundation encroachments of 4" - 6" are allowed for architectural details such as brick ledges

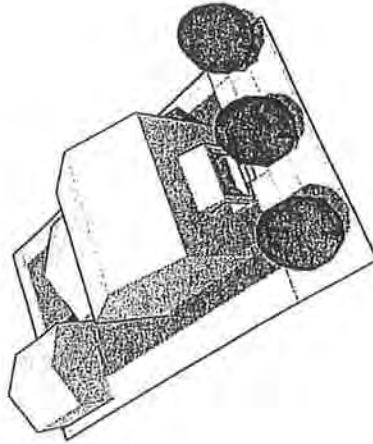


## Section VI:

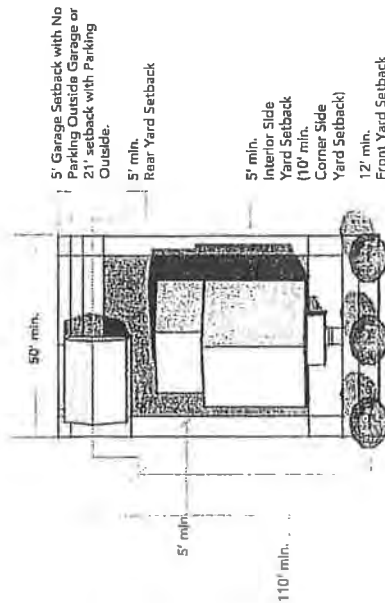
# Inaugural Village Types



## ALLEY



View and Plan: Alley Load Executive Home with Detached Garage



Illustrations may not accurately reflect all lot variations. Please see text for specific requirements.

# Executive Home Sites: Front Entry, Side Drive

## Housing Type Elements:

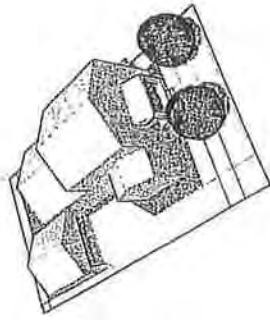
- Lot Area: 5,500 SF min.
- Lot Width: 50' min.
- Lot Depth: 110' min.
- Maximum Number of Stories: 3
- Garage Orientation: Side drive; min. 2 spaces
- Minimum Front Yard Setback: 12'
- Minimum Interior Side Yard Setback: 5' (except for Zero Lot Line Types where 10' min. side setback is required on one side and 0' on the other)
- Minimum Corner Side Yard Setback: 10'
- Minimum Front Garage Setback for Side-Drive Lots: 20'
- Minimum Rear Yard Setback: 5'
- Maximum Lot Coverage: 75%

## Exceptions to Minimum Setback:

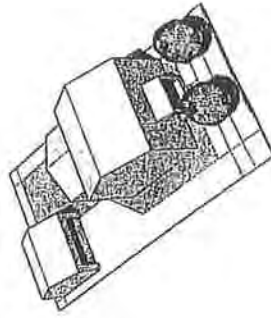
- Minimum side setback to detached garages or accessory building may be reduced to 5' (with Town Architect approval) when greater setback would be otherwise required.

## Allowed Encroachments into Setback:

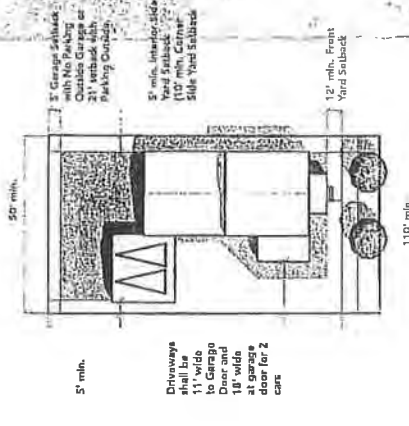
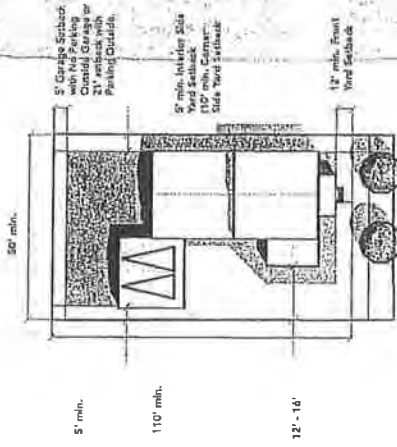
- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 24" into all setbacks)
- Foundation encroachments of 4"- 6" are allowed for architectural details such as brick ledges



View and Plan: Side Drive Executive Home with Attached Garage



View and Plan: Side Drive Executive Home with Detached Garage



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Illustrations may not accurately reflect all for variations. Please see text for specific requirements.



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# Executive Home Sites: Front Entry, Front Drive

## Housing Type Elements:

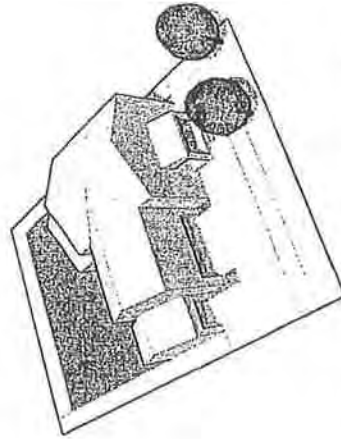
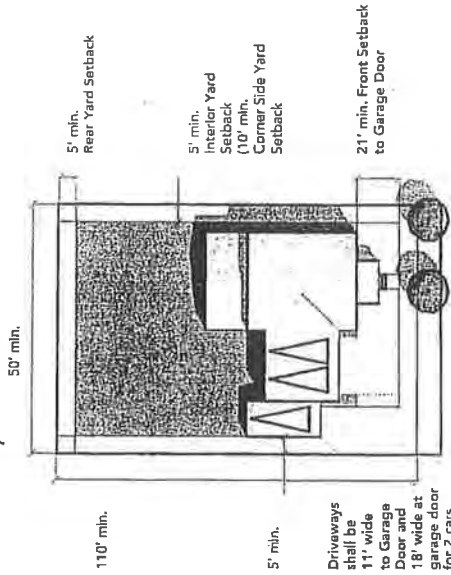
- Lot Area: 5,500 SF
- Lot Width: 50' min.
- Lot Depth: 110' min.
- Maximum Number of Stories: 2
- Garage Orientation: Alley; min. 2 spaces; 3 allowed
- Minimum Front Yard Setback: 12'
- Interior Side Yard Setback: 5'
- Minimum Corner Side Yard Setback: 10'
- Minimum Rear Yard Setback: 5'
- Maximum Lot Coverage: 75%

## Exceptions to Minimum Setback:

Minimum side setback to detached garages or accessory building may be reduced to 7.5' (with Town Architect approval) when greater setback would be otherwise required.

## Allowed Encroachments into Setback:

- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 24" into all setbacks)
- Foundation encroachments of 4"-6" are allowed for architectural details such as brick ledges



Encroachments shall be 4' min. wide at 6' min. height



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# Classical Home Sites: Zero lot line, Front Entry

## Housing Type Elements:

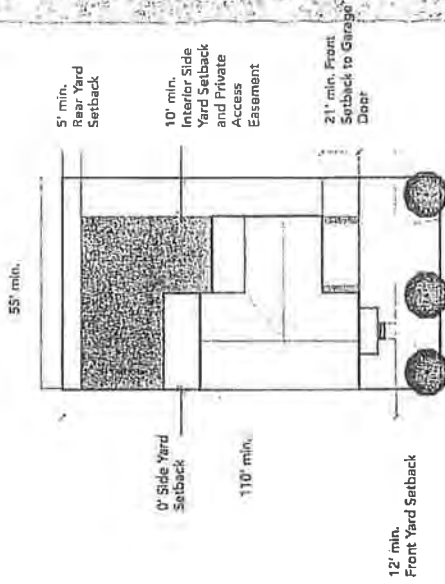
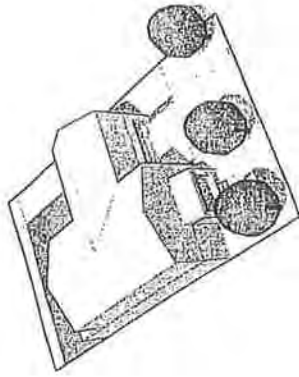
- Lot Area: 6,050 SF min.
- Lot Width: 55' min.
- Lot Depth: 110' min.
- Maximum Number of Stories: 3
- Garage Orientation: Side drive; Front Drive, min. 2 spaces
- Minimum Front Yard Setback: 12'
- Minimum Interior Side Yard Setback: 10' min. side setback is required on one side and 0' on the other
- Minimum Corner Side Yard Setback: 10'
- Minimum Rear Yard Setback: 5'
- Maximum Lot Coverage: 75%

## Exceptions to Minimum Setback:

Minimum side setback to detached garages or accessory building may be reduced to 5' (with Town Architect approval) when greater setback would be otherwise required.

## Allowed Encroachments into Setback:

- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 24" into all setbacks)
- Foundation encroachments of 4" - 6" are allowed for architectural details such as brick ledges



Distances may vary slightly based on lot conditions. Please see text for specific requirements.

Planning Area 1  
April 2012



Section VI

Inaugural  
Village Product  
Types



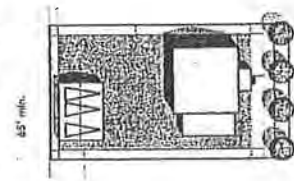
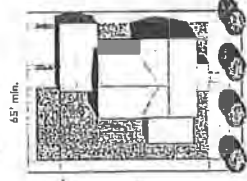
# Manor Home Sites: Alley Entry, Attached or Detached Garage



5' Garage Setback  
 Min. 5' parking  
 Outside Garage or  
 21' setback with  
 Parking Outside

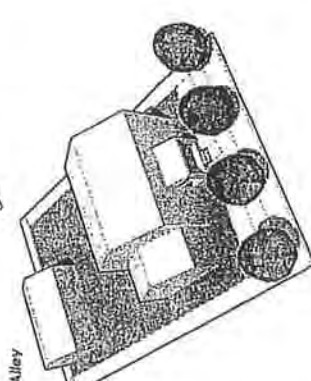
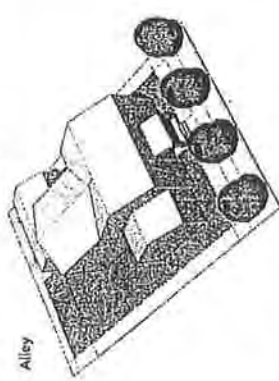
7.5' min. Interior  
 Side Yard Setback  
 10' min. Corner  
 Side Yard Setback

12' min.  
 Front Yard Setback



Plan: Alley Load Manor Home

Dimensions may not accurately reflect all lot encroachments. (Make note of lot encroachments)



View and Plan: Alley Loaded Manor Home

## Housing Type Elements:

- Lot Area: 7,150 SF min.
- Lot Width: 65' min.
- Lot Depth: 110' min.
- Maximum Number of Stories: 2
- Garage Orientation: Alley: min. 2 spaces; 3 allowed
- Minimum Front Yard Setback: 12'
- Interior Side Yard Setback: 7.5'
- Minimum Corner Side Yard Setback: 10' from the PDUCE (see final plat for location)
- Minimum Rear Yard Setback: 5'
- Maximum Lot Coverage: 75%

## Exceptions to Minimum Setback:

Minimum side setback to detached garages or accessory building may be reduced to 7.5' (with Town Architect approval) when greater setback would be otherwise required.

## Allowed Encroachments into Setback:

- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 24" into all setbacks)
- Foundation encroachments of 4" - 6" are allowed for architectural details such as brick ledges



## Section VI:

# Manor Home Product Village Types



Planning Area  
 April 2012



# Manor Home Sites: Front Entry, Side Entry, Attached or Detached Garage

## Housing Type Elements:

- Lot Area: 7,150 SF min.
- Lot Width: 65' min.
- Lot Depth: 110' min.
- Maximum Number of Stories: 2
- Garage Orientation: Side drive; min. 2 spaces; 3 allowed
- Minimum Front Yard Setback: 12'
- Minimum Interior Side Yard Setback: 7.5'
- Minimum Corner Side Yard Setback: 10'
- Minimum Rear Yard Setback: 5'
- Maximum Lot Coverage: 75%

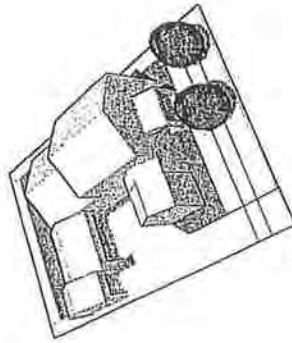
## Exceptions to Minimum Setback:

Minimum side setback to detached garages or accessory building may be reduced to 7.5' (with Town Architect approval) when greater setback would be otherwise required.

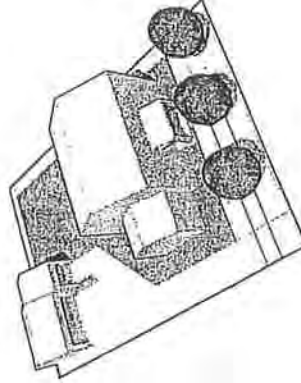
## Allowed Encroachments into Setback:

- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 24" into all setbacks)
- Foundation encroachments of 4" - 6" are allowed for architectural details such as brick ledges

All side drives must be located a minimum of 1' off of property line

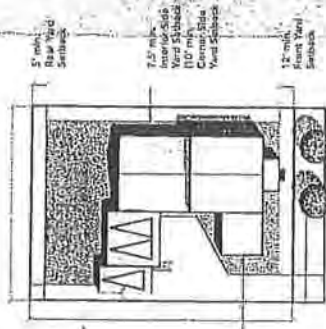


View and plan: Side Drive Manor Homes with Attached Garage



View and plan: Side Drive Manor Homes with Detached Garage

65' min.

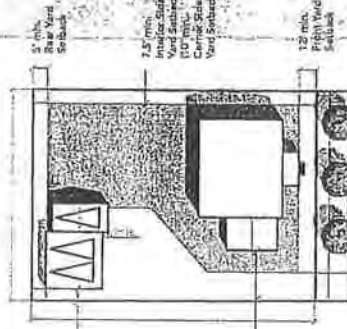


7.5' min.

110' min.

Min. Driveway width 11' and 18' at garage door for 2 cars

65' min.



7.5' min.

110' min.

Min. Driveway width 11' and 18' at garage door for 2 cars

Illustrations may not accurately reflect all lot variations. Please see lot for specific requirements

Planning Area I  
April 2012



Section VI:

Inaugural Village Types



# Manor Home Sites: Front Entry, Side Garage

## Housing Type Elements:

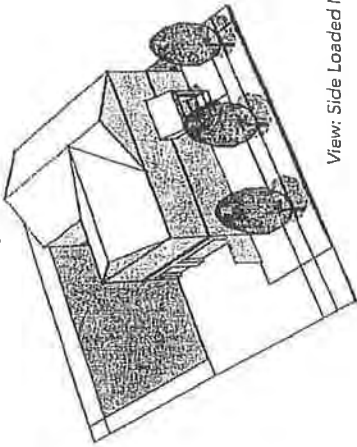
- Lot Area: 7,150 SF min.
- Lot Width: 65' min.
- Lot Depth: 110' min.
- Maximum Number of Stories: 3
- Garage Orientation: Side loaded; min. 2 spaces; 3 allowed
- Minimum Front Yard Setback: 12'
- Minimum Interior Side Yard Setback: 7.5'
- Minimum Corner Side Yard Setback: 10'
- Minimum Front Garage Setback for Side-Entry Lots: 23'
- Minimum Rear Yard Setback: 5'
- Maximum Lot Coverage: 75%

## Exceptions to Minimum Setback:

Minimum side setback to detached garages or accessory building may be reduced to 7.5' (with Town Architect approval) when greater setback would be otherwise required.

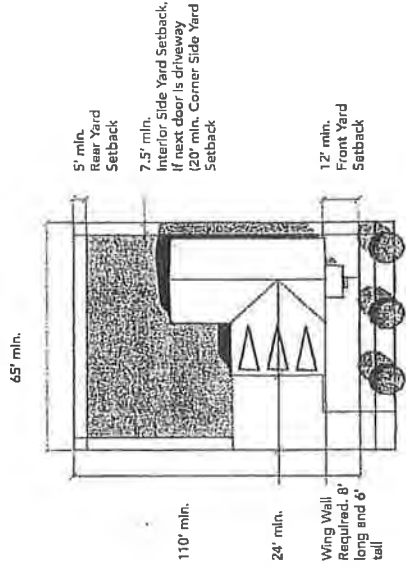
## Allowed Encroachments into Setback:

- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 24" into all setbacks)
- Foundation encroachments of 4" - 6" are allowed for architectural details such as brick ledges



View: Side Loaded Manor Home

All side drives must be located a minimum of 1' off of property line



Plan: Side Loaded Manor Home

Illustrations may not accurately reflect all lot violations. Please see text for specific requirements.



Section VI:

Inaugural Product Village Types



Planning Area  
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# Manor Home Sites: Front Entry, Attached or Detached Garage

Housing Type Elements:  
 Lot Area: 7,150 SF min.  
 Lot Width: 65' min.  
 Lot Depth: 110' min.

Maximum Number of Stories: 3  
 Garage Orientation: Front loaded; min. 2 spaces; 3 allowed

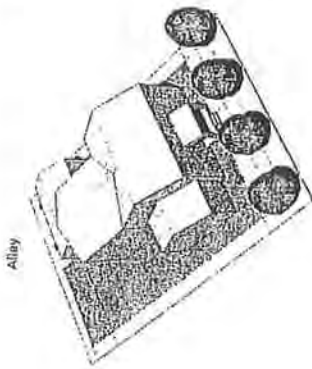
Minimum Front Yard Setback: 12'  
 Minimum Interior Side Yard Setback: 7.5'  
 Minimum Corner Side Yard Setback: 10'  
 Minimum Front Garage Setback for Front Loaded Lots: 23'  
 Minimum Rear Yard Setback: 5'  
 Maximum Lot Coverage: 75%

### Exceptions to Minimum Setback:

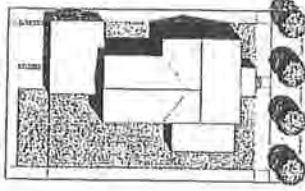
Minimum side setback to detached garages or accessory building may be reduced to 7.5' (with Town Architect approval) when greater setback would be otherwise required.

### Allowed Encroachments into Setback:

- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 24" into all setbacks)
- Foundation encroachments of 4" - 6" are allowed for architectural details such as brick ledges



65' min.



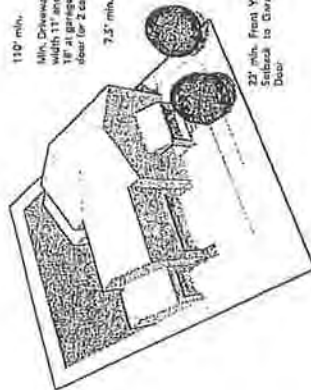
5' min. Rear Garage, Encroach and Rear Yard Setback.

7.5' min. Interior, Side Yard Setback, 10' min. Corner Side Yard Setback

12' min. Front Yard Setback

65' min.

All side drives must be located a minimum of 1' off of property line



110' min. Min. Driveway Width and 18" at garage floor for 2 cars

7.5' min.

27' min. Front Yard Setback to Garage Door

5' min. Rear Yard Setback

7.5' min. Interior, Side Yard Setback (10' min. Corner Side Yard Setback)

12' min. Front Yard Setback

View and Plan: Front Loaded Manor Home

Illustrations may not accurately reflect all lot variations. Please see lot for specific requirements

Planning Area 1  
 April 2012

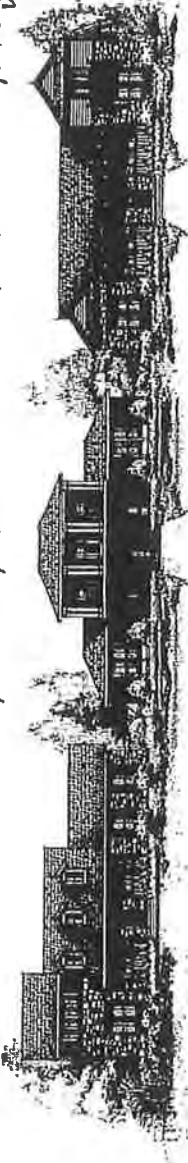


Section VI

Inaugural Village Product Types



# Chateau Home Sites: Alley Entry, Attached or Detached Garage



Housing Type Elements:  
 Lot Area: 8,250 SF  
 Lot Width: 75' min.  
 Lot Depth: 110' min.  
 Maximum Number of Stories: 2  
 Garage Orientation: Alley; min. 2 spaces;  
 3 allowed  
 Front Yard Setback: 20'  
 Minimum Interior Side Yard Setback: 7.5'  
 Minimum Corner Side Yard Setback: 10'  
 Minimum Rear Yard Setback: 5'  
 Maximum Lot Coverage: 75%

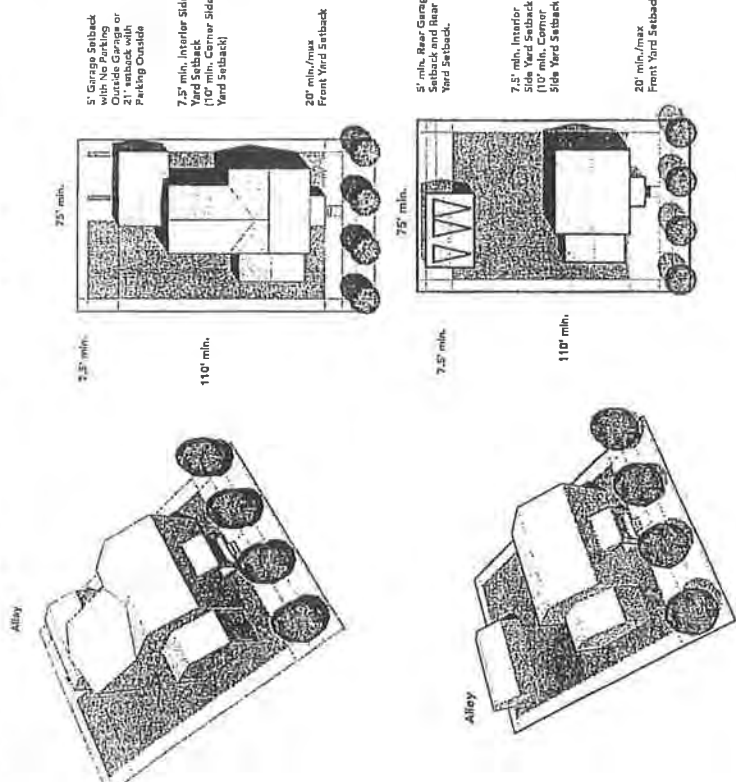
Exceptions to Minimum Setback:  
 Minimum side setback to detached garages or accessory building may be reduced to 7.5' (with Town Architect approval) when greater setback would be otherwise required.

- Allowed Encroachments into Setback:
- Fireplaces and box windows (up to 2' into all setbacks)
  - Balconies, awnings, overhanging eaves (up to 2' into all setbacks)
  - Bay windows (up to 2' into front and rear setbacks)
  - Stoops and stairs (up to 5' into front and rear setbacks)
  - Suspended planters/flower boxes (up to 24" into all setbacks)
  - Foundation encroachments of 4" - 6" are allowed for architectural details such as brick ledges

Section VI

## Inaugural Product Village Types

Planning Area  
 April 2012



View and Plan: Alley Loaded Chateau Home

Illustrations may not accurately reflect all local regulations. Please see local building requirements.

# Chateau Home Sites: Side Entry, Attached or Detached Garage

## Housing Type Elements:

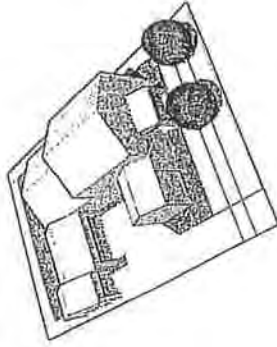
- Lot Area: 8,250 SF
- Lot Width: 75' min.
- Lot Depth: 110' min.
- Maximum Number of Stories: 2
- Garage Orientation: Side drive; min. 2 spaces; 3 allowed
- Minimum Front Yard Setback: 20'
- Minimum Interior Side Yard Setback: 7.5'
- Minimum Corner Side Yard Setback: 10'
- Minimum Rear Yard Setback: 5'
- Maximum Lot Coverage: 75%

## Exceptions to Minimum Setback:

Minimum side setback to detached garages or accessory building may be reduced to 7.5' (with Town Architect approval) when greater setback would be otherwise required.

## Allowed Encroachments into Setback:

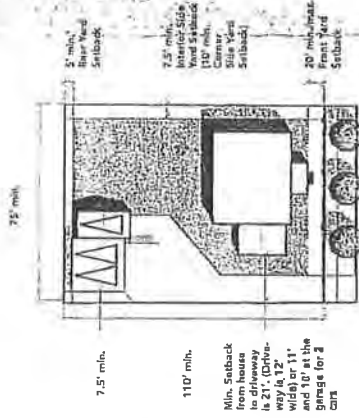
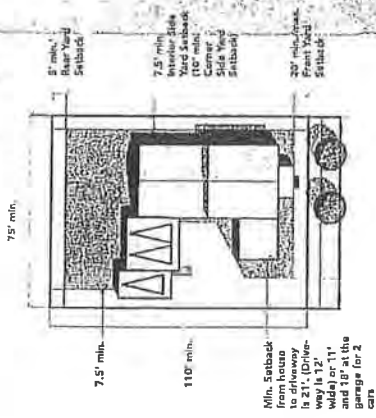
- Porches (up to 8') into front setback and corner side yard setback
- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 24" into all setbacks)
- Foundation encroachments of 4" - 6" are allowed for architectural details such as brick ledges



View and Plan: Side Drive Chateau Home with Attached Garage



View and Plan: Side Drive Chateau Home with Detached Garage



Illustrations may not accurately reflect all requirements. Please view local code requirements.

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Section VI:

Inaugural Product  
Village Types



# Chateau Home Sites: Side Entry, Attached Garage

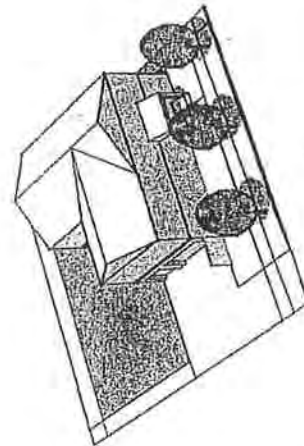
## Housing Type Elements:

- Lot Area: 8,250 SF
- Lot Width: 75' min.
- Lot Depth: 110' min.
- Maximum Number of Stories: 3
- Garage Orientation: Side loaded; min. 2 spaces; 3 allowed
- Minimum Front Yard Setback: 20'
- Minimum Interior Side Yard Setback: 7.5'
- Minimum Corner Side Yard Setback: 10'
- Minimum Front Garage Setback for Side-Entry Lots: 23'
- Minimum Rear Yard Setback: 5'
- Maximum Lot Coverage: 75%

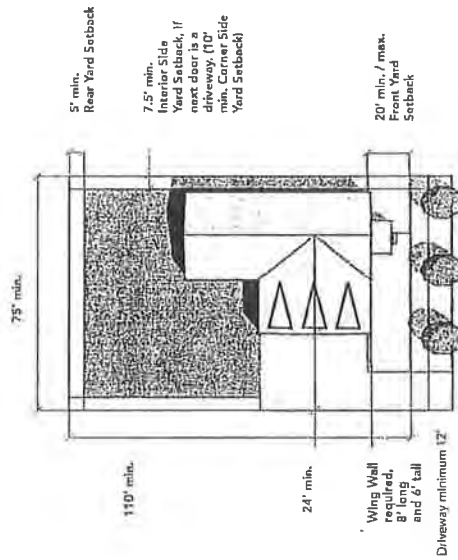
Exceptions to Minimum Setback:  
Minimum side setback to detached garages or accessory building may be reduced to 7.5' (with Town Architect approval) when greater setback would be otherwise required.

## Allowed Encroachments into Setback:

- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 24" into all setbacks)
- Foundation encroachments of 4" - 6" are allowed for architectural details such as brick ledges



View and Plan: Side Loaded Chateau Home



Illustrations may not accurately reflect all lot variations. Please see text for specific requirements.

Planning Area  
April 2012

# Chateau Home Sites: Front Entry, Attached Garage

## Housing Type Elements:

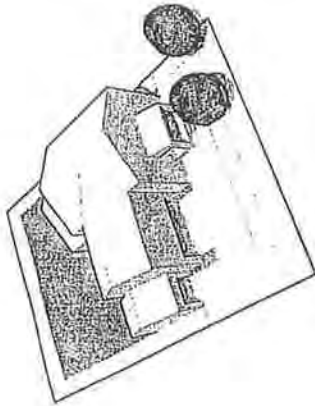
- Lot Area: 8,250 SF min.
- Lot Width: 75' min.
- Lot Depth: 110' min.
- Maximum Number of Stories: 3
- Garage Orientation: Front loaded; min. 2 spaces; 3 allowed
- Minimum Front Yard Setback: 20'
- Minimum Interior Side Yard Setback: 7.5'
- Minimum Corner Side Yard Setback: 10'
- Minimum Front Garage Setback: 25'
- Minimum Rear Yard Setback: 5'
- Maximum Lot Coverage: 75%

## Exceptions to Minimum Setback:

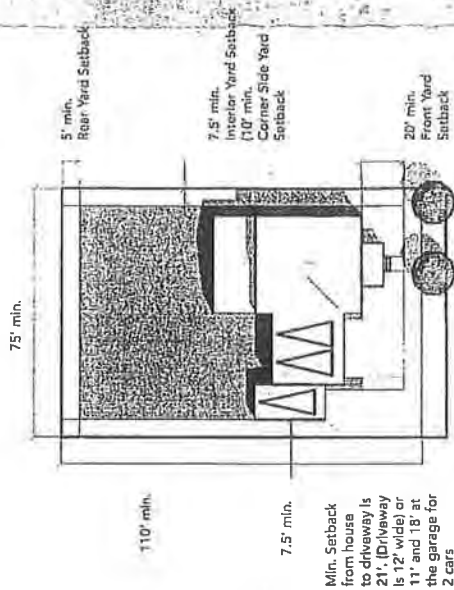
Minimum side setback to detached garages or accessory building may be reduced to 7.5' (with Town Architect approval) when greater setback would be otherwise required.

## Allowed Encroachments into Setback:

- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 24" into all setbacks)
- Foundation encroachments of 4" - 6" are allowed for architectural details such as brick ledges



View and Plan: Front Loaded Chateau Home



All side drives must be located a minimum of 1' off of property line

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Illustrations may not accurately reflect all lot variations. Please see text for specific requirements.

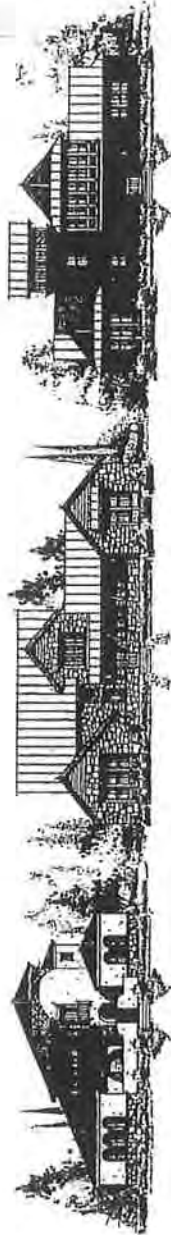


Section VI

Inaugural  
Village  
Types



# Estate Homes: Alley Entry, Attached or Detached Garage



## Housing Type Elements:

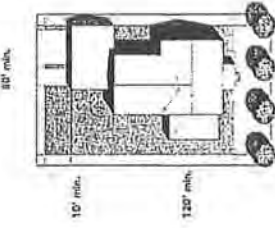
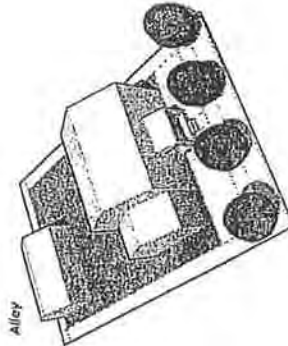
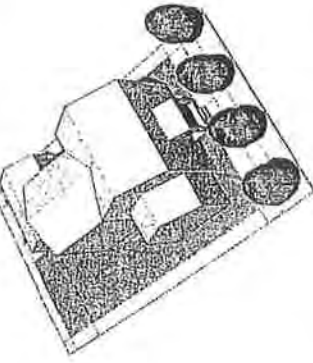
- Lot Area: 9,600 SF
- Lot Width: 80' min.
- Lot Depth: 120' min.
- Maximum Number of Stories: 4
- Garage Orientation: Alley, min. 2 spaces; 3 allowed
- Minimum Front Yard Setback: 30'
- Minimum Interior Side Yard Setback: 10'
- Minimum Corner Side Yard Setback: 10'
- Minimum Rear Yard Setback: 5'
- Maximum Lot Coverage: 75%

## Exceptions to Minimum Setback:

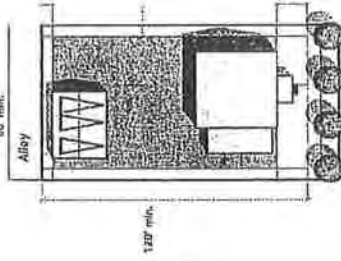
Minimum side setback to detached garages or accessory building may be reduced to 7.5' (with Town Architect approval) when greater setback would be otherwise required.

## Allowed Encroachments into Setback:

- Fireplaces and box windows (up to 3' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 3' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 24" into all setbacks)
- Foundation encroachments of 4"- 6" are allowed for architectural details such as brick ledges.
- Variance to side yard setback may be permitted with town architect approval
- Driveways only may be located within 1' of the property line



5' Garage Setback with No Parking Outside Garage or 2' setback with Parking Outside.  
10' min. Interior Side Yard Setback (10' min. Corner Side Yard Setback)  
30' min. Front Yard Setback



5' min. Rear Garage Setback and Rear Yard Setback.  
10' min. Interior Side Yard Setback (10' min. Corner Side Yard Setback)  
30' min. Front Yard Setback

View and Plan: Alley Loaded Estate Home

Illustrations may not accurately reflect all lot conditions. Plans are not to be used for construction.



## Section VI:

# Inaugural Product Village Types



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# Estate Home Sites: Front Entry, Attached or Detached Garage

## Housing Type Elements:

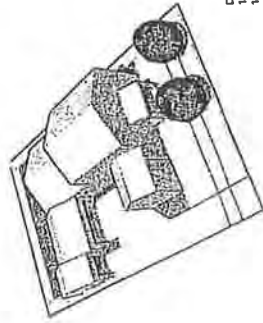
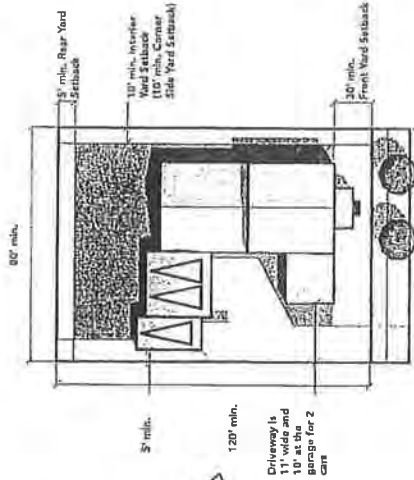
- Lot Area: 9,600 SF
- Lot Width: 80' min.
- Lot Depth: 120' min.
- Maximum Number of Stories: 3
- Garage Orientation: Side drive; min. 3 spaces
- Minimum Front Yard Setback: 30'
- Maximum Interior Side Yard Setback: 12'
- Minimum Corner Side Yard Setback: 10'
- Minimum Front Garage Setback for Side-drive Lots: 40'
- Minimum Rear Yard Setback: 5'
- Maximum Lot Coverage: 75%
- Minimum Dwelling Unit Size: 3,500 SF
- Maximum Dwelling Unit Size: none

## Exceptions to Minimum Setback:

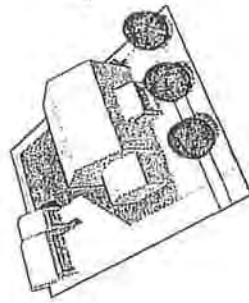
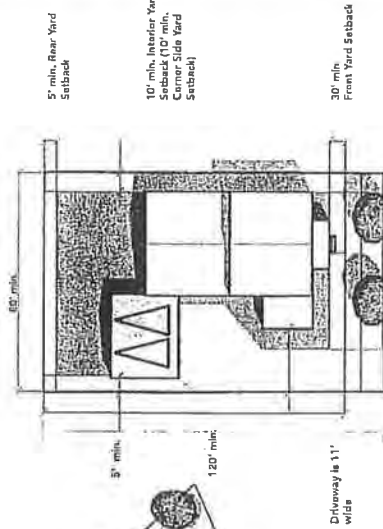
Minimum side setback to detached garages or accessory building may be reduced to 7.5' (with Town Architect approval) when greater setback would be otherwise required.

## Allowed Encroachments into Setback:

- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 24" into all setbacks)
- Foundation encroachments of 4" - 6" are allowed for architectural details such as brick ledges
- Variance to side yard setback may be permitted with town architect approval
- Driveways only may be located within 1' of the property line



View and Plan: Side Drive Estate Home with Attached Garage



View and Plan: Side Drive Estate Home with Detached Garage

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Measurements only per accessory reflect all lot dimensions. Please use as a guide.



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Village Product  
Types



# Estate Home Sites: Side Entry, Attached Garage

## Housing Type Elements:

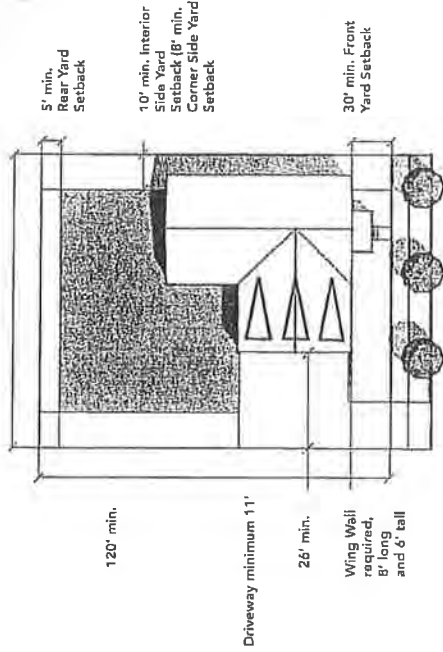
- Lot Area: 9,600 SF
- Lot Width: 80' min.
- Lot Depth: 120' min.
- Maximum Number of Stories: 3
- Garage Orientation: Side loaded; min. 3 spaces
- Maximum Front Yard Setback: 30'
- Minimum Interior Side Yard Setback: 8'
- Minimum Corner Side Yard Setback: 10'
- Minimum Front Garage Setback for Side-drive Lots: 23'; 40' for Porte Cochere Lots
- Minimum Rear Yard Setback: 5'
- Maximum Lot Coverage: 75%
- Minimum Dwelling Unit Size: 3,500 SF
- Maximum Dwelling Unit Size: none

## Exceptions to Minimum Setback:

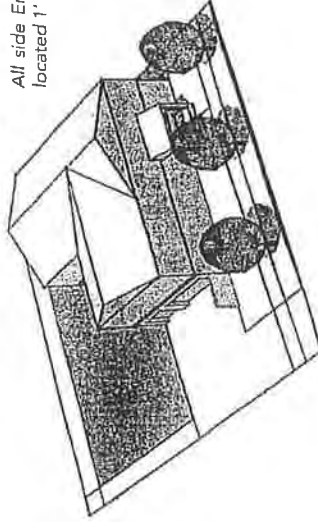
Minimum side setback to detached garages or accessory building may be reduced to 7.5' (with Town Architect approval) when greater setback would be otherwise required.

## Allowed Encroachments into Setback:

- Fireplaces and box windows (up to 2' into all setbacks)
- Balconies, awnings, overhang eaves (up to 2' into all setbacks)
- Bay windows (up to 2' into front and rear setbacks)
- Stoops and stairs (up to 5' into front and rear setbacks)
- Suspended planters/flower boxes (up to 24" into all setbacks)
- Foundation encroachments of 4" - 6" are allowed for architectural details such as brick ledges
- Variance to side yard setback may be permitted with town architect approval
- Driveways only may be located within 1' of the property line



All side Entry plan driveways may be located 1' off property line



View and Plan: Side Loaded Estate Home



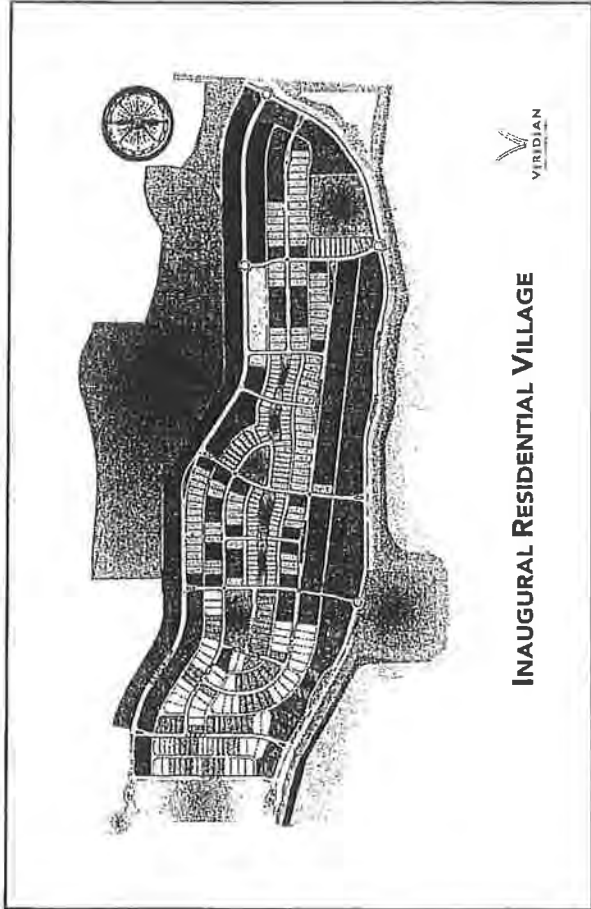
Section VI:

Inaugural Village Types



Planning Area  
April 2012

# Village Architecture Guidelines



## INAUGURAL RESIDENTIAL VILLAGE

### Architectural Goal

Communities which endure the test of time become the most desired places to live and visit due to their unique sense of place. A common thread ties such communities together, but ultimately it is a diversity within a structure which makes these neighborhoods, towns, or communities distinctive. The goal of Viridian is to create a "sense of place" in a historically relative architectural vocabulary, and within that vernacular or pattern, develop variety. The consistent architectural vocabulary of diversity within the vernacular is what will make Viridian a community which will become a living, breathing place.

The following architectural standards establish standards for design. Careful design of the following elements is critical to creating diversity within each structure.

- Massing & Footprint
- Roofs
- Accessory Massing Elements
- Porches & Balconies
- Openings
- Color

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# Architectural Standards

Viridian is a unique master planned community with distinct and defined guidelines. The bullet points below are by no means inclusive but meant to offer a glimpse into the program, which builders will be required to comply with in order to build within Viridian.

- 100% of the exterior of the masonry home need to be brick or stone materials applied per illustrations contained within, masonry requirement may be reduced to 81% with prior written approval from Town Architect.
- All homes must have a cast stone, brass, or bronze address block visible from the street.
- All alley homes will have the house address displayed above the garage.
- Porch or entry steps will be a minimum of 6' wide by 1' deep and 6 1/4" height framed by a stringer minimum of 4" wide and 4" above steps.
- If the lead walk steps are located near the PDUCE, then the steps must be 6' wide and installed with a stringer 4" wide and 4" above the step
- Front porches will be a minimum of 8' in depth and railings are required unless the architectural design of the home dictates something different. The Town Architect's approval will be required prior to construction.
- Porch decks will be a material other than broom finished concrete, i.e. stained, pattern, or full brick.
- All homes shall comply with Viridian Green Certified Builder Checklist and Viridian Green Building Handbook (see attached list).
- All homes will be submitted to the Town Architect for comment and approval.
- No identical street-facing elevation on a single-family detached home or duplex shall be repeated directly across the street from itself (including at "T" intersections and within cul-de-sac), or within four lots of itself along the same block face, as illustrated per the Viridian Planned Development (PD) zoning as approved by the City of Arlington, Ordinance 08-093 and shown as Exhibit G-Illustration of Anti-Monotony Rule. At least 30% of an elevation must be different, or it will be considered a repeated elevation, as shown on the house element monotony rule exhibit.
- In addition, no color scheme may be repeated within three lots of the same color scheme along the same block face.



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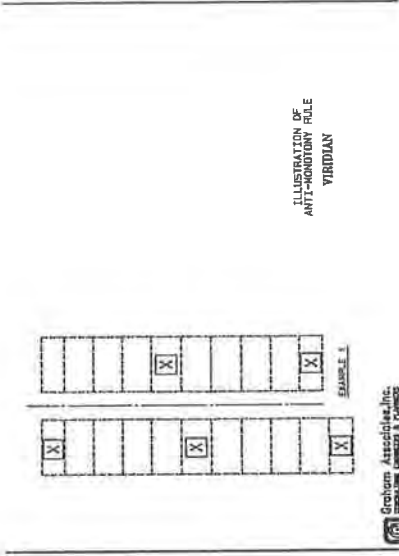


ILLUSTRATION OF ANTI-MONOTONY RULE VIRIDIAN

Greenlight Associates, Inc.  
ARCHITECTURE INTERIOR & PLANNING

## Architectural Standards

- The residential facade (excluding mixed use buildings) adjacent to, and facing a street or public open space, shall contain windows or doorways.
- All corner lots require enhanced side elevation architecture.
- Each single-family detached home and Type I multi-family building will have enhancements particular to each style of architecture. For example, the architectural style of the Coastal Style home shall have elevations which feature cementitious, fiberboard siding (lap, shake, or scallop design) covered porches, porch railings, fascia and trim moldings, shutters, lower pitch roofs, and dormers. Homes will have elevations which feature arched windows, porches with arches, "A" gable roofs, rafter tails, balconies, and tower elements.
- The finished floor of each single-family detached home will be elevated a minimum of 18" above the street, top of curb (unless a lower elevation is necessitated by drainage considerations). This design will give the home a more appealing street presence and allow the ability to implement two or three steps to be constructed in the lead walk at the entrance to the front door.
- Each home will have a minimum first floor plate height of 9'. Second floor ceilings may be 8' at the plate line.
- Porch and exterior lights will meet "Dark Sky" criteria.
- Each single-family detached home shall be serviced by a theme mailbox located at the street. (see mailbox section) All lots 64' or less will be served by a dual mailbox. All other homes will have an individual mailbox.
- Zero lot line homes will have no clear windows directly across from each other, however, windows above 7'-5" maybe used for natural lighting.
- No garage may extend beyond the front plane of the home. All garages will be recessed a minimum of 2' from the front elevation and must have two architectural elements such as an enhanced garage door, sconce lighting, shed room, etc. added to the garage. Minimum inside dimension of the garages are to be 20' wide and 21' deep.
- All garages must be located either 5' from the alley or 20' from the alley, no in-between dimensions are permitted.
- All lanterns on the front of the home shall be gas.



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# Estate Architectural Standards

Viridian is a unique master planned community with distinct and defined guidelines. The bullet points below are by no means inclusive but meant to offer a glimpse into the program, which builders will be required to comply with in order to build within Viridian. Estate homes are meant to be held to a higher architectural standard.

- 100% of the exterior of the masonry home need to be brick or stone materials applied per illustrations contained within, masonry requirement may be reduced to 81% with prior written approval from Town Architect and only allowed above roof lines only.
- All homes must have a cast stone, brass, or bronze address block visible from the street, depending on the architecture of the home, the town architect has the authority to grant a variance.
- All alley homes will have the house address displayed above the garage.
- Porch or entry steps will be a minimum of 6' wide by 1' deep and 6 1/4" height framed by a stringer minimum of 4" wide and 4" above steps. If the steps are located near to the PDUCE, then the steps must be 6' wide and installed with a stringer 4" wide x 4" above steps.
- If the lead walk steps are located near the PDUCE, then the steps must be 6' wide and installed with a stringer 4" wide and 4" above the step
- Front porches will be a minimum of 8' in depth and railings are required unless the architectural design of the home dictates something different. The Town Architect's approval will be required prior to construction.
- Porch decks will be a material other than broom finished concrete, i.e. stained, pattern, or full brick.
- All homes shall comply with Viridian Green Certified Builder Checklist and Viridian Green Building Handbook (see attached list).
- All homes will be submitted to the Town Architect for comment and approval.
- No identical street-facing elevation on a single-family detached home or duplex shall be repeated directly across the street from itself (including at "T" intersections and within cul-de-sac), or within four lots of itself along the same block face, as illustrated per the Viridian Planned Development (PD) zoning as approved by the City of Arlington, Ordinance 08-093 and shown as Exhibit G: Illustration of Anti-Monotony Rule. At least 30% of an elevation must be different, or it will be considered a repeated elevation, as shown on the house element monotony rule exhibit.
- In addition, no color scheme may be repeated within three lots of the same color scheme along the same block face.



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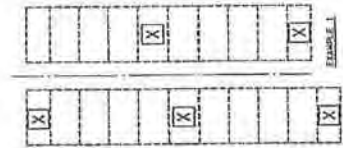


ILLUSTRATION OF ANTI-MONOTONY RULE VIRIDIAN

Greenbelt Associates, Inc.  
 CONSULTING ARCHITECTS & PLANNERS

## Estate Architectural Standards

- The residential facade (excluding mixed use buildings) adjacent to, and facing a street or public open space, shall contain windows or doorways.
- All corner lots require enhanced side elevation architecture.
- Each single-family detached home and Type I multi-family building will have enhancements particular to each style of architecture. For example, the architectural style of the Coastal Style home shall have elevations which feature cementitious, fiberboard siding (lap, shake, or scallop design) covered porches, porch railings, fascia and trim moldings, shutters, lower pitch roofs, and dormers. Homes will have elevations which feature arched windows, porches with arches, "A" gable roofs, rafter tails, balconies, and tower elements.
- The finished floor of each single-family detached home will be elevated a minimum of 18" above the street, top of curb (unless a lower elevation is necessitated by drainage considerations). This design will give the home a more appealing street presence and allow the ability to implement two or three steps to be constructed in the lead walk at the entrance to the front door.
- Each home will have a minimum first floor plate height of 10'. Second floor ceilings may be 9' at the plate line.
- Porch and exterior lights will meet "Dark Sky" criteria.
- Each single-family detached home shall be serviced by a theme mailbox located at the street. (see mailbox section) All lots 64' or less will be served by a dual mailbox. All other homes will have an individual mailbox.
- No garage may extend beyond the front plane of the home. The front of the home requires 2 additional architectural enhancements such as but not limited to, upgraded garage doors, sconce lighting or roof extensions. Minimum inside dimension of the garages are to be 20' wide and 21' deep.
- Each estate home shall have a gas street lantern located along the lead walk at the street.
- All lanterns on the front of the home are required to be gas.

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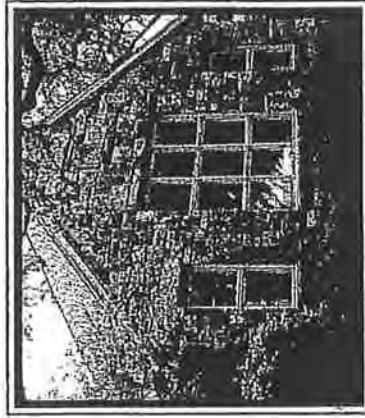
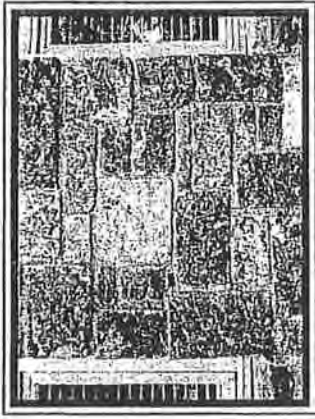


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*Masonry Standards*



For the most current version visit [www.viridiandfw.com](http://www.viridiandfw.com)

The logo for Viridian New Possibilities, featuring a stylized 'V' shape above the text "VIRIDIAN NEW POSSIBILITIES".

*Section VII:*  
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A hand-drawn illustration of a briefcase and a rolled-up document, positioned at the bottom of the page.

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# Masonry Standards

Viridian Homes will feature predominantly masonry exteriors, for the purpose of this pattern book masonry is defined as brick, stone or stucco.

## Brick

Depending on the Architectural style of the home, the brick may be placed in one of the following patterns:

- Running Bond
- Basketweave
- Herringbone
- English Bond
- Header Bond
- Flemish Bond

### \*NO STACK BOND PATTERNS ARE ALLOWED.

- No cement bricks are allowed. All bricks must be a clay fired brick
- No queen or undersized bricks are permitted without Town Architect prior approval and will depend on architectural style of the home.
- Reclaimed bricks are permitted with Town Architect prior approval and will depend on the architectural style of the home.
- Glazed bricks may be permitted. Architectural style of home will dictate, prior written approval from Town Architect is required.
- Brick may be painted if the architectural style home warrants and written approval of Town Architect is received.



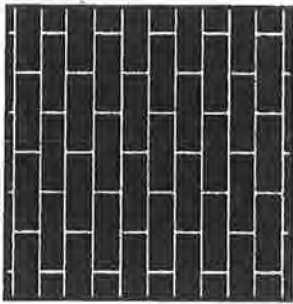
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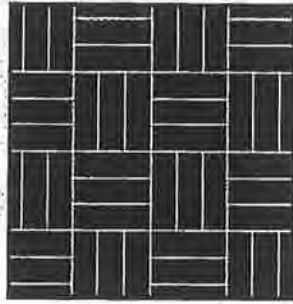


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*Brick Patterns*



Running Bond



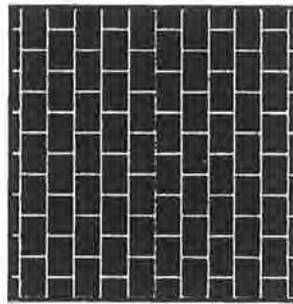
Basket Weave



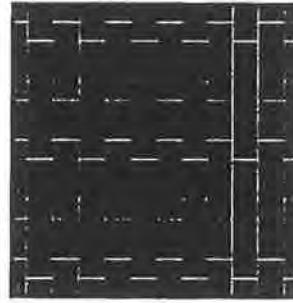
Herringbone



English Bond



Header Bond



Flemish Bond



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# Stone Standards

## Stone

Viridian will feature a heavy use of stone within the community facilities. Builders are encouraged to utilize stone within their designs as much as possible.

Stone selections are shown on separate exhibit.

Builders may use stone on any element of the home. Stone can be used on gables both full and partial, columns, patios, wainscoting or waterable, etc. Cast stone may be used as an accent or topping material.

Stone can be installed (laid) on any of the following patterns:

- Aslar
- Biltmore
- Cobblestone
- Fieldstone
- Ledge
- Stack
- Random

All other patterns, except those listed above may be used with prior written consent of the Town Architect and depending on the architectural style of the homes.

River rock and Bedrock may not be used.

Cultured stone may be used with prior written approval of the Town Architect.

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# Stone Standards

## Stone Selections


- Oklahoma Fieldstone
- Grandbury Stone
- Milsap Stone
- Moss Builders Old Hickory
- Lueders
- Oklahoma Builders
- Black & Tan
- Red River Blend
- Desert Brown Blend
- Blanco Blend
- Vaquero Blend
- Rhinestone Chopped
- Country French Blend
- Cave Rock Blend
- Millcreek Blend
- Savannah Stone
- Tumbleweed Stone
- Rattlesnake Stone



**VIRIDIAN**  
NEW POSSIBILITIES

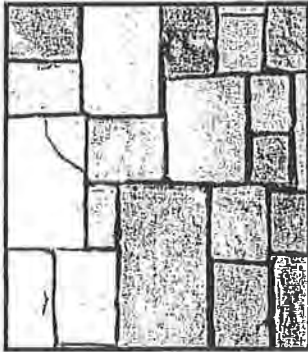
*Section VII.*

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Stone Patterns



Aslar



Biltmore



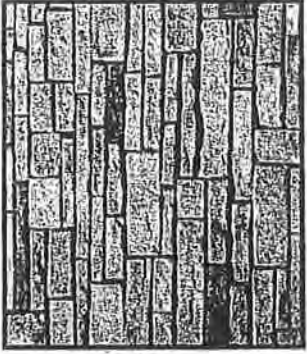
Cobblestone



Fieldstone



Ledge



Stack



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## Roof Standards

Gable roofs and hip roofs are permitted, whereas mansard and gambrel roofs are not permitted in Planning Area One. Roofs may have a kicked eave.

For larger homes, roof volumes must be contained through combining simple forms, rather than containing the volume in a single, giant form.

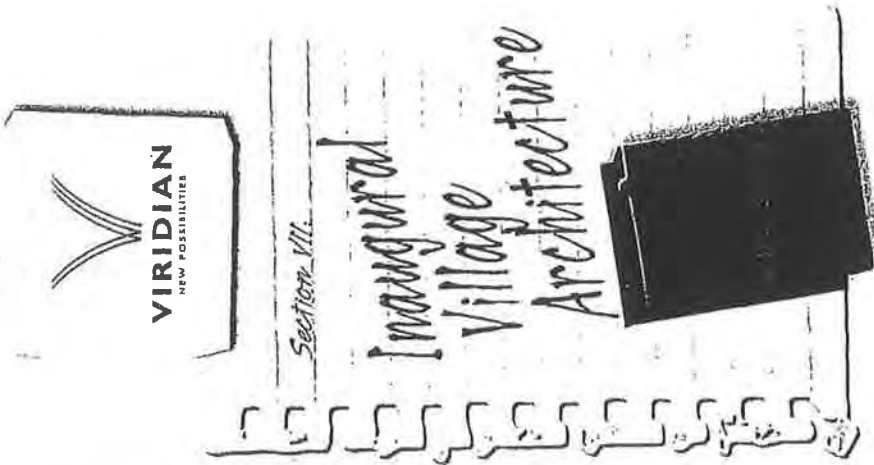
### Roof Notes

- Roof slopes for the main house may range between 6:12 and 16:12. Roof slopes of accessory elements shall not exceed a 10:12 pitch.
- One nested gable is allowed on the home if the primary gable of the home is facing the street and no part of the roof ridge on the front of the house is facing the street. Nested gables are not permitted in any other location or circumstance.
- Ridges on hipped roofs must be a minimum of 30 percent the length of the roof. Variance allowed with town architect approval.
- Roof slopes within the same roof volume MUST match on all sides. No portion of the home may have a roof slope higher than the slope of the main roof, wings may have roof slopes that are lower than the main roof.
- All other roof types require Town Architect approval prior to installation.
- "3-tab" shingles are not permitted.
- All roofs shall be a minimum 30-year dimensional shingle.

A maximum of three roof elements are permitted on the side of the house facing the street. (This includes hips and gables resulting from steps in the plan as well as roofs over tower elements; this does not include porch roofs or balconies engaged with the roof line. Also, excluded are one story wings on a two story house)

### Roof Vents

- All roof vents must be painted to match roof color.
- All exposed flashing shall be painted the same color as the roof.
- Gutters and downspouts color must blend with the fascia and soffit. If copper gutters and downspouts are specified prior written approval is required.
- Roof vents should be located away from public view and kept to a minimum. Ridge vents are encouraged.
- Gutters and downspouts must extend away from the foundation a minimum of 4" and shall be directed toward the center of the side yard swale in the direction of the flow as shown on the grading plan.
- Roof drainage which will ultimately create erosion or run across pedestrian walks is not permitted.



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## Estate Roof Standards

Gable roofs and hip roofs are permitted, whereas mansard and gambrel roofs are not permitted in Planning Area One. Roofs may have a kicked eave.

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- Ridges on hipped roofs must be a minimum of 30 percent the length of the roof. Variance allowed with town architect approval.
- Roof slopes within the same roof volume MUST match on all sides. No portion of the home may have a roof slope higher than the slope of the main roof, wings may have roof slopes that are lower than the main roof.
- All roofs will have a consistent color throughout the planning area.
- All other roof types require Town Architect approval prior to installation.
- "3-tab" shingles are not permitted.
- All roofs shall be a minimum 30-year dimensional shingle
- Enhanced roof material is required to be approved by Town Architect.

A maximum of three roof elements are permitted on the side of the house facing the street (This includes hips and gables resulting from steps in the plan as well as roofs over tower elements; this does not include porch roofs or balconies engaged with the roof line. Also, excluded are one story wings on a two story house)

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# Accessory Massing Elements

Accessory elements are those elements which are not included in the primary massing of the home. They include: towers, crow's nests, cupolas and dormers. These elements are typically found on corner lots and in locations of importance throughout Viridian, and identified on Iconic Lot Layout Standards.

## Towers

Tower elements may be conditioned spaces or open towers. Roofs on a tower may be either gabled or hipped, with slopes ranging between 3:12 and 6:12, with eaves matching the main body of the house. The materials of the towers may differ from the materials of the home.

## Vertical Entrances

Vertical double height entrances with a ratio greater than 1:1.5 are prohibited. Entrances through tower elements are permitted subject to Town Architect review.

## Cupolas

A cupola is only permitted on a home if there are no other cupolas within three houses on either side, including across the street. This, however, excludes iconic lots. Cupolas are always permitted on iconic lots.

## Dormers

Shed, hip, and gable dormers are permitted. The slope of the roof on the dormer must be equal to the slope of the roof on the home, but not less than 6:12.

- Eaves of the dormers should match the eaves of the home, roof material of the dormer should match the roof material of the roof on which it is located. Exception to rule: standing seam metal roof on dormers is allowed on homes with a shingle main roof.

- Dormers with single windows may not have cheek walls wider than 5".

- Dormers must not be over 25% of the roof area, when viewed in elevation.

## Chimneys

- All prefabricated fireplaces will have an architecturally compatible terminus cap approved by the town architect.

- Broad massive chimneys are encouraged.



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# Estate Accessory Massing Elements

Accessory elements are those elements which are not included in the primary massing of the home. They include: towers, crow's nests, cupolas and dormers. These elements are typically found on corner lots and in locations of importance throughout Viridian, and identified on Iconic Lot Layout Standards and all estate lots.

## Towers

Tower elements may be conditioned spaces or open towers. Roofs on a tower may be either gabled or hipped, with slopes ranging between 3:12 and 6:12, with eaves matching the main body of the house. The materials of the towers may differ from the materials of the home.

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- Dormers with single windows may not have cheek walls wider than 5'.
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- All prefabricated fireplaces will have an architecturally compatible terminus cap approved by the town architect.
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# Lot Elements

This portion of the design guidelines addresses the massing and composition of Planning Area II's sidewalks, garages and lead walks.

## Sidewalks

The pedestrian and recreational circulation system included bicycle and pedestrian pathways within street right-of-ways, interior pathways and trails, and sidewalks. This circulation system is integral to the community's plan for parks and open space. The size requirement and general strategy for parks and open space is outlined within the community Master Plan, as approved by the City of Arlington. This section outlines general specifications for implementation of the pedestrian and recreation circulation system, which is paramount to the success of the community.

The pedestrian and recreation circulation system will also be required to meet the requirements in the following sections:

- Master trail walks located across lots will be brick and constructed in a herringbone pattern with a single brick border around each 5' section.\*
- All estate, Chateau and Manor homes will have bridge sidewalks on the front sidewalks
- All lead walks will be exposed aggregate
- All steps will have a stringer installed 4" wide and 4" above the step
- Sidewalks will be a minimum of 5' wide located on both sides of the street, unless sidewalks are part of the overall master plan trail system.
- All lead walks must be a minimum of 4' wide, with an expansion to 6' at the porch or front door. Additionally builders shall band the lead walk with stone, brick or other material that is compatible with the architecture of the home and approved by the town architect.
- Manholes and valve boxes located within sidewalks shall be flush with the concrete paving that will extend to the curb.
- Sidewalks and meandering pathways will be provided within the street right-of-ways and throughout the interior portions of the project to provide connections between the residential villages, parks and open space areas, and non-residential areas.
- All intrusions, such as newsstands, utility poles, fire hydrants, valves and other impediments will be placed outside of the sidewalk.
- All other public sidewalks will be concrete and built to the widths shown on the plan using an medium broom finish to reduce glare.
- Sidewalks on streets connecting to parks and open space are considered pedestrian streets and will therefore be surfaced with brick. Refer to the Streetscape Master Plan for locations of these pedestrian streets.

\*Note: When terminating at an unfinished lot, the builder will install a pressure treated 2" x 4" terminus wood board to secure bricks, when applicable.



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## Lot Elements

### Driveways

- Front entry driveway cuts are to be horizontal curb cut
- All front entry driveways will be finished with exposed aggregate enhanced a band of stone, brick or other materials that is compatible with the architecture of the home, as approved by the Town Architect.
- Turn arounds or governors drives are encouraged but not allowed on lots less than 100' wide without prior approval from the town architect.
- All front entry driveway aprons shall be medium broom finished concrete.
- All rear entry/alley served homes shall be medium broom finished concrete.

\*Note: Variances must be approved by Town Architect prior to installation

### Driveway layout

- The following criteria shall apply:
- Driveways serving two-car side-loaded garages are limited to 18'-0" in width.
- The minimum backing distance for a side-loaded garage is 25'-0" feet of pavement from the garage door.
- Driveways must be separated from any building element (front porch, building wall, courtyard wall, etc.) by a minimum 2-foot planting area.
- Front entry driveways shall be set back from any side property line by a minimum of 1' foot.
- In the case where two driveways are side-by-side there will be a minimum of a 5' planting area between the driveways.
- Driveway grades shall not exceed a 14% slope and shall not be less than 1.5% positive slope
- Side entry garages and rear located garages (except for alley loaded), the driveway may be located 1' off property line.
- Alley loaded detached garage driveways may be located 3' off the property line.
- Front loaded and side loaded driveways will have landscaping planted along the driveway to provide screening to the street.
- Corner lots - all driveways will be located on the interior lot line not adjacent to any street.

### Mailboxes

- Each residential lot shall have a standard themed mailbox located at the front of the residential lot, per applicable location as shown on the Residential Landscape Guidelines. All lots 64' or less will have a dual mailbox located on the lot line. All other homes will have a single mailbox.

### Lanterns

- All lanterns on the front of the home shall be gas.
- "Dark Sky" lighting is strongly required.

### Sewer Clean-outs

- All sewer clean-outs are to be located within the shrub bed and painted black or dark brown.
- All clean-outs shall extend 3-4 inches above grade.



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## Estate Lot Elements

This portion of the design guidelines addresses the massing and composition of Planning Area 1's sidewalks, garages and lead walks.

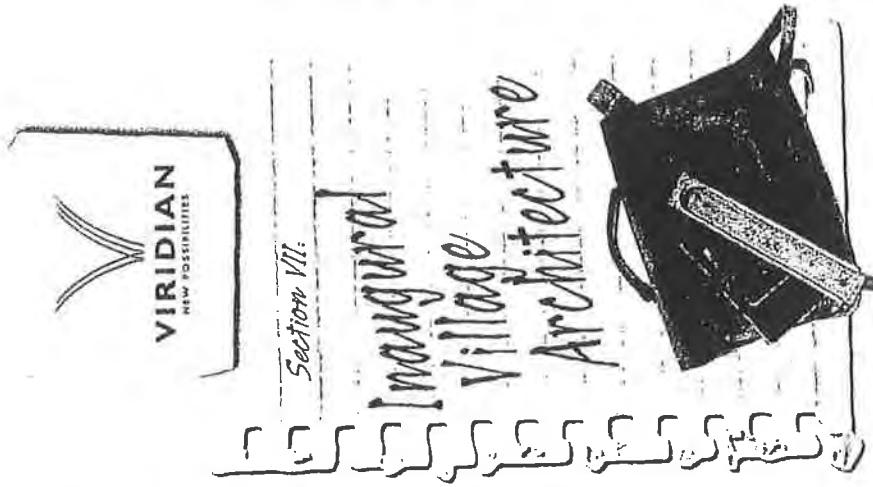
### Sidewalks

The pedestrian and recreational circulation system included bicycle and pedestrian pathways within street right-of-ways, interior pathways and trails, and sidewalks. This circulation system is integral to the community's plan for parks and open space. The size requirement and general strategy for parks and open space is outlined within the community Master Plan, as approved by the City of Arlington. This section outlines general specifications for implementation of the pedestrian and recreation circulation system, which is paramount to the success of the community.

The pedestrian and recreation circulation system will also be required to meet the requirements in the following sections:

- Master trail walks located across lots will be brick and constructed in a herringbone pattern with a single brick border around each 5' section. \* All Estate homes will have brick sidewalks on front.
- All estate, Chateau and Manor homes will have bridge sidewalks on the front sidewalks
- All lead walks will be exposed aggregate
- All steps will have a stringer installed 4" wide and 4" above the step
- Sidewalks will be a minimum of 5' wide located on both sides of the street, unless sidewalks are part of the overall master plan trail system.
- All lead walks must be a minimum of 4' wide, with an expansion to 6' at the porch or front door. Additionally builders shall band the lead walk with stone, brick or other material that is compatible with the architecture of the home and approved by the town architect.
- Manholes and valve boxes located within sidewalks shall be flush with the concrete paving that will extend to the curb.
- Sidewalks and meandering pathways will be provided within the street right-of-ways and throughout the interior portions of the project to provide connections between the residential villages, parks and open space areas, and non-residential areas.
- All intrusions, such as newsstands, utility poles, fire hydrants, valves and other impediments will be placed outside of the sidewalk.
- All other public sidewalks (non front) will be concrete and built to the widths shown on the plan using a medium broom finish to reduce glare.
- Sidewalks on streets connecting to parks and open space are considered pedestrian streets and will therefore be surfaced with brick. Refer to the Streetscape Master Plan for locations of these pedestrian streets.

\*Note: When terminating at an unfinished lot, the builder will install a pressure treated 2" x 4" terminus wood board to secure bricks, when applicable.



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# Estate lot Elements

## Driveways

- Front entry driveway cuts are to be horizontal curb cut
- All front entry driveways will be finished with exposed aggregate enhanced a band of stone, brick or other materials that is compatible with the architecture of the home, as approved by the Town Architect.
- Turn rounds or governors drives are encouraged but not allowed on lots less than 100' wide without prior approval from the town architect.
- All front entry driveway aprons shall be medium broom finished concrete.
- All rear entry/alley served homes shall be medium broom finished concrete.

\*Note: Variances must be approved by Town Architect prior to installation

## Driveway layout

The following criteria shall apply:

- Driveways serving two-car side-loaded garages are limited to 18'-0" in width.
- The minimum backing distance for a side-loaded garage is 25'-0" feet of pavement from the garage door.
- Driveways must be separated from any building element (front porch, building wall, courtyard wall, etc.) by a minimum 2-foot planting area
- Front entry driveways shall be set back from any side property line by a minimum of 1' foot.
- In the case where two driveways are side-by-side there will be a minimum of a 5' planting area between the driveways.
- Driveway grades shall not exceed a 14% slope and shall not be less than 1.5% positive slope
- Side entry garages and rear located garages (except for alley loaded), the driveway may be located 1' off property line.
- Alley loaded detached garage driveways may be located 3' off the property line.
- Front loaded and side loaded driveways will have landscaping planted along the driveway to provide screening to the street.
- Corner lots - all driveways will be located on the interior lot line not adjacent to any street.

## Mailboxes

- Each residential lot shall have a standard themed mailbox located at the front of the residential lot, per applicable location as shown on the Residential Landscape Guidelines.
- Each lot 65' and greater will have a single mailbox.

## Street lanterns

- Each residential lot shall have a detached stand-alone type street lantern located at the front corner as shown on the Residential Landscape Guidelines.
- Each lantern shall be 6'-8" in height and similar in style.
- All lanterns on the front of the home shall be gas.
- "Dark Sky" lighting is strongly required.

## Sewer Clean-outs

- All sewer clean-outs are to be located within the shrub bed and painted black or dark brown.
- All clean-outs shall extend 3-4 inches above grade.



Section VII

Inaugural Village Architecture



## Home Elements

### Porches

- Porches may be single or two story.
- Porches may have a shed roof or a hip roof with gable inset over the door, if desired.
- Massing of the porch or balcony must complement the overall composition of the home.
- Porches must be a minimum of 8' deep, minimum 100 square feet.
- The roof slope of the porch, if not a direct extension in the roof of the home is to be between 3:12 and 6:12.
- Balconies must project a minimum of 4' from face of the home.

### Garages

- Garages must be recessed from the front plane of the home a minimum of 3'.
  - All internal garage depths will be a minimum of 21 feet.
  - All front entry garages must have two (2) min. 9' garage doors or one (1) single upgrade decorative door.
  - Upgraded garage door required on front entry garages.
  - All garages shall be sheet rocked and painted.
- \*Note: Limit of 25% single garage doors are permitted on front entry homes with a two car garage only.

### Trash Receptacles

- A concrete pad shall be provided for (2) trash receptacles located with the garage or adjacent to garage doors.
- On front entry garages, the trash receptacles must be located within the garage or behind the side fence screened from view.
- Trash receptacles locations shall be shown on plot plan.

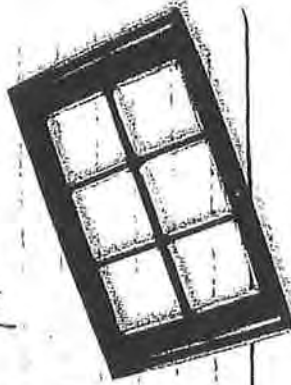
### Openings

- The percentage of window openings in each wall must be between 15% to 35%.
- All windows and doors must be vertically proportioned. Awning or Transom windows are the exception to this rule.
- Multiple windows mullied together are acceptable as long as the individual units are vertically proportioned and connected by a 6" minimum mullion.
- Openings are required on all sides of the home (except for zero lot line home).
- Picture windows and windows without mullions are prohibited on portions of the building visible to the street.
- All aluminum windows will be white, clay or almond in color.
- Wood or vinyl windows will be allowed with Town Architect prior approval.
- No reflective glass or tinting will be allowed.
- Windows shall be energy efficient and will conform with the Viridian Green Building Certification program.
- When visible from any street or open space storm shutters or storm windows may be installed only with Town Architect prior approval.
- Shutters must be sized to fully enclose the windows even if the shutters are non-functional.
- Sliding glass doors may not be utilized on any elevation visible from a street.
- All homes shall have a minimum 8' tall front door.



Section VII

Inaugural  
Village  
Architecture



Planning Area  
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# Residential Lot Landscape Guidelines

## Landscape Overview

The landscape character of Viridian will embrace the natural features of Texas Blackland Prairie and Eastern Cross Timbers. In addition, elements reminiscent of the old world are incorporated into the overall design aesthetic and architecture.

The landscape character was established from native habitats, which include rolling landforms, textured ground plane, and native plant materials. Land forms and street orientations are used to create vistas and interest throughout the community, and native planting conditions are recreated in open spaces. Glimpses of the blue water lakes beyond the native planted edges will be allowed through carefully placed openings in the landscape that frame beautiful views.

Builders in Viridian will be responsible for maintaining a consistent aesthetic in the landscape design, and the landscape design must take into consideration sustainable resource management principles and water-wise design. These principles include:

- Considering both the regional and microclimate of the site
- Considering existing topography, where applicable.
- Grouping plants by water needs.
- Minimizing turf use by creating practical and usable areas.
- Minimizing narrow landscape areas and steep slopes.
- Using specified "green" mulches, ground covers and rocks
- Designing and maintaining efficient irrigation systems.

## Local Streets (Including Builder Lots)

All residential streets shall have a minimum of one 3" caliper tree or greater (see specific lot type for details), planted approximately every 30' feet of lot frontage between sidewalk and curb. Landscaped areas on local streets shall not be planted with any plant material that will impede or injure pedestrians, or block sight lines of automobiles, now or in the future, per the City of Arlington requirements.

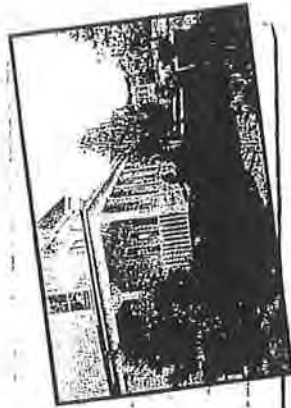
Required tree species for each neighborhood are established in the Streetscape Masterplan, as well as the ground plane treatment between the sidewalk and curb. All plants must be installed in conformance with the Streetscape Masterplan and the City of Arlington requirements.

All trees planted in the treelawns/parkways shall maintain the City approved distance from road signs, stop signs, and intersections for visibility. In addition, all plant materials at street intersections shall comply with the City requirements for planting within visibility site triangles as modified by Viridian final plat. Plants within the site triangles shall not exceed 24" in height at maturity.



Section VIII:

## Landscape Design



Planning Area I  
April 2012

# Residential Lot Landscape Guidelines

## Front Yard Landscape

Residential landscapes are to be designed to be usable, sustainable and complementary to the architectural style of the house. Each area should be designed to "flow" from one yard to the next, enhancing the feeling of openness.

Front yards shall be fully landscaped and irrigated by the builder and may use a combination of turf grass, trees, shrubs, perennials, ground covers, mulch, and permeable hard scape elements. Front yard landscapes must be installed prior to the transfer of property from the builder to the homeowner.

- All front yard trees shall be planted between curb and sidewalk within the treelawn.
- Landscape beds located away from the foundation of the home are required.

## Rear Yard Landscape

- All rear yard landscaping will be irrigated and sodded to the full perimeter of the lot.
- Landscaping adjacent to alleyways are to be installed as shown on landscape plans.

## Plant Varieties and Diversity

- All plant material must conform to the plant list of approved species for the Viridian community, as shown on pages 8.5, 8.6 and 8.7.
- Planting beds should extend toward the front property line (street) to provide a more lush appearance to the community.

## Shrubs and Ground Covers

The use of water-wise shrubs and ground covers are encouraged in place of turf grass. Shrubs and ground cover must be situated to screen any visible portion of the front elevations of exposed concrete house foundations, utility structures, irrigation controls, HVAC, electrical and gas equipment, downspouts, and air conditioning units.

## Turf Grass

- Turf grass is limited to no more than 80% of the front yard landscape area.
- Turf grass areas shall be designed to be usable for play areas. Avoid small strips and unusable shapes of turf.
- Turf grass species are limited to those listed on the approved plant list, as shown on the Master Plant Palette list.
- Artificial turf is not allowed.
- Xeriscape must be approved prior to installation.

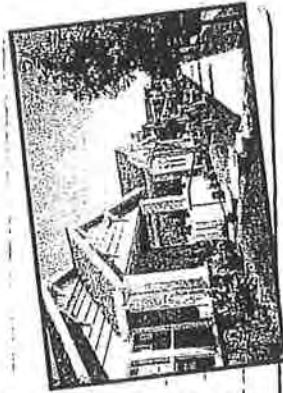
## Boulders

When using rocks and boulders, the setting must appear natural, including burying at least 35% of the rock or boulder mass below grade. The use of boulders should be consistent with and reminiscent of the natural geology of the area by utilizing native stone and laying the stone in patterns which are naturally occurring.



Section VIII:

Landscape Design



Planning Area  
April 2012



# Residential Lot Landscape Guidelines

## Landscape Grading

Contouring of front and back yards are encouraged to create visual interest in the landscape and produce soft, gentle transitions between the existing grade of the home and the street. Contouring should transition into grades on both sides of the lot to create a flowing continuous streetscape.

- Landscape areas shall be graded to provide positive drainage away from all buildings and structures, minimum 1% on paved areas and minimum of 1.5% in landscaped areas. Builders need to verify with a geotechnical engineer for actual design criteria.
- Drainage shall be concentrated on paved areas, or in the shared swale with adjacent property.
- Plant bed edging shall not be prone to rot, rust, split or crack. A composite edge is acceptable.
- All final surveys will need to verify grades.

## Water Management

Residential storm drainage should be accomplished primarily through surface contouring within the limits of the individual lot. Swales shall be constructed between lots as a means of conveyance of storm water from residential properties to the streets and/or alleys.

Downspouts and other storm water conveyance from a residential building shall include extensions so water is discharged directly to the center of the swale. When possible, extensions shall be hidden from street views either by contouring or direct burying. If drains are buried, the builder must ensure pop-ups will not be overgrown with grass.

Plans submitted to the Architecture Review Committee shall clearly identify lot grading within the following guidelines:

- Yard contouring should not result in major changes to original drainage patterns of the lot. Water may not be directed toward the building foundation or toward any neighboring property. Proper swales between homes are mandatory and will be reviewed by Town Architect.
- Yard contouring should create microclimates for planting. Depressed areas may collect natural run-off for plants which benefit from additional water and mounded areas may be planted with drought tolerant plants. Standing water for over 48 hours, unless rain gardens are utilized, is prohibited.
- Drainage shall be discharged directly into swales from residential units.
- Drainage may not be altered to create any condition which could lead to off-site soil erosion on adjoining lots or open space.
- Grading in the rear yard must slope away from the house at a 2% minimum for the initial 10 feet from the residence.
- Common drainage swales between residential lots are mandatory
- A maximum 4:1 slope is allowed in turf and planted areas.

## Minimum Landscape Requirements

Each front yard (and side yards on corner lots) shall comply with the plant type and plant quantities outlined on the lot diagrams, shown on Residential Lot Landscape Guidelines, as each lot type has specific requirements.

## Alley Planting

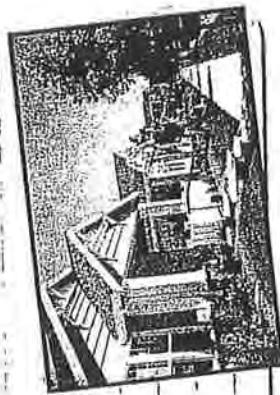
The 2' landscape zone between the alley vehicular pavement and the property fence line per alley side shall be planted with turf grass.

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April 2012



Section VIII:

Landscape Design



# Residential Lot Landscape Guidelines

## Special Conditions

- (1) 5 gallon shrubs shall be planted every 3' feet any fence facing any street.
- All front entry garages shall have landscaping placed along the driveway to block views of any vehicle parked in the driveway.
- All rear entry garages shall have a minimum of one (1) ten gallon shrubs such as a Crepe Myrtle and/or (1) 2" hardwood tree and four (4) 4 gallon shrubs planted along one side of the driveway to enhance the visual drive within the alley.

## Corner Lot Landscapes

Side yard fences on corner lots will have a minimum of one (1) 5 gallon shrub every 3' along, and adjacent to, the entire length of the fence. Side yards on corner lots shall also have three (3) 4"-4.5" caliper tree, located between the sidewalk and the street pavement.

Driveways will be located on the inside lot lines of the property, or opposite the street side, so fences are adjacent to the streets. Note, this may result in a driveway next to driveway condition on two lots within a block.

## Exposed Side-Yard Landscapes

Corner lot side yards, or side yards not adjacent to another home, shall treat both exposed faces of the home as front yards, and meet the minimum requirements outlined above for front yard landscapes on both faces, with the exception of the tree requirement in the parkway.

## Plant Palette

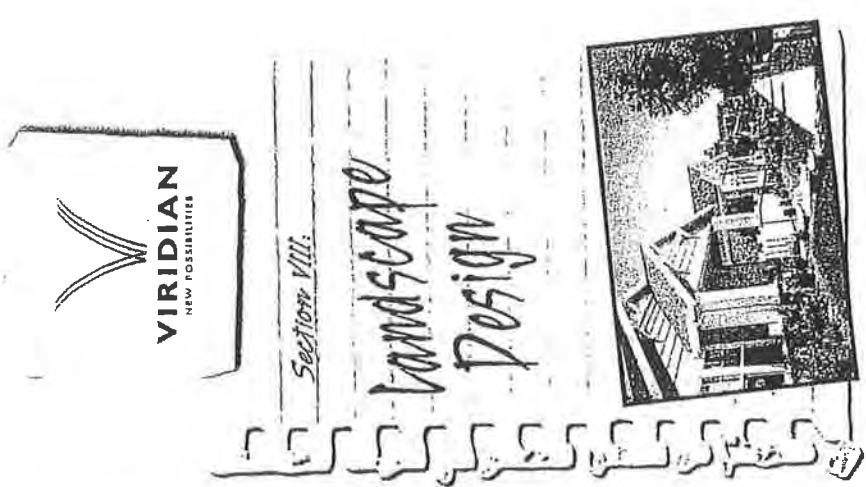
The planting palette within Viridian has been carefully developed to establish a native character and feel, while minimizing exotic species and plants which are not water wise. Please refer to the Plant Material List for the complete list of plant materials.

## Plant Materials List

The following pages are the master list for the plant palette within the Viridian community:

## Mechanical Equipment

All mechanical equipment shall be located on the interior lot line and hidden from the street view by the side fence.



Planning Area  
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# Residential Lot Landscape Guidelines - Plant Material List

## Shade Trees

- \* - Indicates Suitable Street Tree
- T - Indicates Species with Tap Root
- N - Indicates Native Species

- 1 Shantung Maple
- 2 Caddo Maple\*
- 3 Chittamwood
- 4 Pecan<sup>TN</sup>
- 5 Texas Ash\*
- 6 Texas Walnut<sup>TN</sup>
- 7 Chinese Pistache\*
- 8 Chinkapin Oak<sup>\*\*N</sup>
- 9 Shumard Red Oak<sup>\*\*N</sup>
- 10 Durand Oak<sup>TN</sup>
- 11 Live Oak
- 12 Western Soapberry<sup>N</sup>
- 13 American Elm<sup>TN</sup>
- 14 Cedar Elm<sup>\*\*N</sup>
- 15 Black Hickory<sup>TN</sup>
- 16 Sycamore<sup>TN</sup>
- 17 Blackjack oak<sup>TN</sup>
- 18 Texas Red Oak<sup>TN</sup>
- 19 Plateau Live Oak<sup>N</sup>
- 20 Retama<sup>N</sup>
- 21 Mexican Buckeye<sup>N</sup>

## Ornamental Trees

- N - Indicates Native Species

- 1 Woollybuckel Bumelia<sup>N</sup>
- 2 Texas Redbud<sup>N</sup>
- 3 Mexican Redbud
- 4 Downy Hawthorn<sup>N</sup>
- 5 Texas Persimmon<sup>N</sup>
- 6 Common Persimmon<sup>N</sup>
- 7 Possumhaw Holly<sup>N</sup>
- 8 Grape Myrtle
- 9 Mexican Plum<sup>N</sup>
- 10 Eve's Necklace<sup>N</sup>
- 11 Mexican Buckeye<sup>N</sup>
- 12 Rusty Blackhaw Viburnum<sup>N</sup>
- 13 Retama<sup>N</sup>
- 14 Plateau Live Oak<sup>N</sup>

- 15 Cockspur Hawthorn<sup>N</sup>
- 16 Green Hawthorn<sup>N</sup>
- 17 Red Mulberry<sup>N</sup>
- 18 Roughleaf Dogwood<sup>N</sup>
- 19 Prairie Flameleaf Sumac<sup>N</sup>

- Crataegus crus-galli
- Crataegus viridis
- Morus rubra
- Cornus drummondii
- Rhus lanceolata

**ALL TREES WILL BE CONTAINER GROWN TREES, GRADE A AND MEASURED 12" ABOVE GRADE.**

**NO BALL AND BURLAP WILL BE ALLOWED.**

**ALL TREES AND SHRUBS SHALL BE PLANTED PER ATTACHED SPECIFICATIONS (SEE DIAGRAM).**

**PLEASE SEE TREE STREETSCAPE PLANTING PLAN FOR MANDATORY STREET TREE REQUIREMENTS.**

- Acer truncatum small shade
- Acer saccharum 'Caddo
- Bumelia lanuginosa
- Carya illinoensis
- Fraxinus texensis
- Juglans microcarpa
- Pistacia chinensis
- Quercus muhlenbergii
- Quercus shumardii
- Quercus durandii
- Quercus virginiana
- Sapindus drummondii
- Ulmus americana
- Ulmus crassifolia
- Carya texana
- Platanus occidentalis
- Quercus marilandica
- Quercus buckleyi
- Quercus fusiformis
- Parkinsonia aculeata
- Ungnadia speciosa

- Bumelia lanuginosa
- Cercis canadensis var. texensis
- Cercis canadensis var. mexicana
- Crataegus mollis
- Diospyros texana
- Diospyros virginiana
- Ilex decidua
- Lagerstroemia indica
- Prunus mexicana
- Sophora affinis
- Ungnadia speciosa
- Viburnum rufidulum
- Parkinsonia aculeata
- Quercus fusiformis

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Section VIII

Landscape Design



# Residential Lot Landscape Guidelines - Plant Material List

## Shrubs

- 1 Agarita
- 2 Agave
- 3 Boxwood
- 4 Burford Holly
- 5 Chinese Juniper
- 6 Chinese Privet
- 7 Dwarf Burford Holly
- 8 Dwarf Chinese Holly
- 9 Dwarf Yaupon Holly
- 10 Elaeagnus
- 11 Evergreen Sumac
- 12 False Holly
- 13 Gray Cotoneaster
- 14 Hardy Oleander
- 15 Heavenly Bamboo
- 16 Indian Hawthorn
- 17 Italian Jasmine
- 18 Japanese Yew
- 19 Mediterranean Fan Palm
- 20 Red Autumn Lace Smooth Yucca
- 21 Red Yucca
- 22 Rhododendrons or Azaleas
- 23 Rosemary
- 24 Savannah Holly
- 25 Softleaf Yucca
- 26 Sotol (Desert Spoon)
- 27 Viburnums
- 28 Winter Jasmine
- Yucca spp.

## Deciduous Shrubs

- 1 Althea
- 2 American Beautyberry
- 3 Aromatic Sumac
- 4 Blue Sapphire Ceanothus
- 5 Brillancy Rock Rose
- 6 Burnald Spirea
- 7 Blumingbush
- 8 Buttonbush
- 9 Carolina Buckthorn
- 10 Chinese Fringe Flower
- 11 Coralberry
- 12 Crimson Pygmy Barberry
- 13 Dwarf Wax Myrtle
- 14 Flameleaf Euonymus
- 15 Glossy Abelia 'Little Richard'
- 16 Hancock Coralberry
- 17 Hummingbird Bush
- 18 Japanese Flowering Quince
- 19 Lady Banks Rose
- 20 Pomegranate
- 21 Prairie Flameleaf Sumac
- 22 Red Mulberry
- 23 Roses
- 24 Roughleaf Dogwood
- 25 Spice Rose
- 26 Vanhoutte Spirea

- 1 Berberis trifoliolata
- 2 Agave spp.
- 3 Buxus spp.
- 4 Ilex cornuta "Burfordii"
- 5 Juniperus chinensis
- 6 Ligustrum sinense
- 7 Ilex cornuta 'Burfordii Nana'
- 8 Ilex cornuta 'Rotunda'
- 9 Ilex vomitoria 'Nana'
- 10 Elaeagnus x ebbingei
- 11 Rhus virens
- 12 Osmanthus x fortunei 'Fruitlandii'
- 13 Cotoneaster glaucophyllus
- 14 Nerium oleander
- 15 Nandina domestica
- 16 Raphiolepis indica
- 17 Jasminum humile
- 18 Podocarpus macrophyllus v
- 19 Chamaerops humilis
- 20 Sumac
- 21 Rhus glabra 'Red Autumn Lace'
- 22 Hesperaloe parviflora
- 23 Rhododendron spp.
- 24 Rosmarinus officinalis
- 25 Ilex x attenuata 'Savannah'
- 26 Yucca recurvifolia
- 27 Dasylirion wheeleri
- 28 Viburnum spp.
- Jasminum nudiflorum
- Yucca spp.

- 1 Hibiscus syriacus
- 2 Callicarpa americana
- 3 Rhus aromatica
- 4 Ceanothus x 'Blue Sapphire'
- 5 Cistus x 'Brillancy'
- 6 Spiraea x burmalida
- 7 Euonymus alatus
- 8 Cephalanthus occidentalis
- 9 Rhamnus caroliniana
- 10 Loropetalum chinense
- 11 Symphoricarpos orbiculatus
- 12 Berberis thunbergii
- 13 Myrica pusilla
- 14 Euonymus alatus
- 15 Abelia x grandiflora 'Little Richard'
- 16 Symphoricarpos orbiculatus 'Hancock'
- 17 Anisacanthus spp.
- 18 Chaenomeles japonica
- 19 Rose banksiae
- 20 Punica granatum
- 21 Rhus lanceolata
- 22 Morus Rubra
- 23 Rosa spp.
- 24 Cornus drummondii
- 25 Rosa 'Spice'
- 26 Spiraea x vanhouttei



Section VIII

Landscape Design



Planning Area  
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# Residential Landscape Guidelines - Plant Material List

## Ground covers

All herbaceous species listed below are native and may be utilized:

1	Elliott's bluestem	Andropogon ellottii	syriansashevan gyans	40	Scarlet sage	Salvia coccinea
2	Wild onion	Allium drummondii		41	Swordleaf blue-eyed grass	Sisyrinchium chilense
3	Pepper vine	Ampelopsis arborea		42	Indiangrass	Sorghastrum nutans
4	Sand bluestem	Andropogon hallii		43	Big cordgrass	Spartina cynosuroides
5	Silver beardgrass	Andropogon saccharoides		44	Prairie corders	Spartina pectinata
6	Splitbeard bluestem	Andropogon ternarius		45	Dropseed	Sporobolus pyramidatus
7	Broom sedge	Andropogon virginicus		46	Sacaton grass	Sporobolus wrightii
8	Sideoats grama	Bouteloua curtipendula		47	Eastern gamagrass	Tripsacum dactyloides
9	Trumpet vine	Campsis radicans		48	Prairie verbena	Verbena bipinnatifida
10	Cherokee sedge	Carex cherokeensis		49	Common blue violet	Viola sororia
11	Indian paintbrush	Castilleja indivisa		50	Mustang grape	Vitis mustangensis
12	Parridge pea	Chamaecrista fasciculata				
13	Northern sea oats	Chasmanthium latifolium				
14	Drummond's rain lily	Cooperia drummondii				
15	Golden tickseed	Coreopsis tinctoria				
16	Clasping-leaf coneflower	Dracopis amplexicaulis				
17	Slender spikerush	Eleocharis acicularis				
18	Flatstem spikerush	Eleocharis compressa				
19	Canada wild rye	Elymus canadensis				
20	Virginia wild rye	Elymus virginicus				
21	Leavenworth slyngo	Eryngium leavenworthii				
22	Flowering spurge	Euphorbia corollata				
23	Showy prairie gentian	Eustoma grandiflorum				
24	Maximilian sunflower	Helianthus maximiliani				
25	Globeberry	Ibervillea lindheimeri				
26	Shurprod morning glory	Ipomoea trichocarpa				
27	Standing cypress	Ipomopsis rubra				
28	Horsemint (Lemon mint)	Monarda citriodora				
29	Ear muhly	Muhlenbergia arenacea				
30	Scratchgrass	Muhlenbergia asperifolia				
31	Hairawn muhly	Muhlenbergia capillaris				
32	Prickly pear cactus	Opuntia engelmannii				
33	Deergrass	Muhlenbergia rigens				
34	Switchgrass	Panicum virgatum				
35	Virginia creeper	Parthenocissus quinquefolia				
36	Passionflower	Passiflora incarnata				
37	Drummond's phlox	Phlox drummondii				
38	Black eyed Susan	Rudbeckia hirta				
39	Violet ruellia	Ruellia nudiflora				

## Prohibited Plant Materials List

The following plants are prohibited to be planted within Viridian:

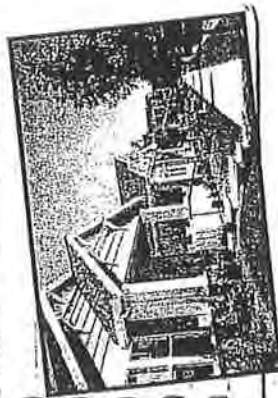
- Bradford Pears
- Locust Species
- Blackthorn
- Mesquite
- Cedar Elms
- Pyrus calleryana 'Bradford'
- Robinia pseudoacacia L
- Prunus spinosa
- Prosopis Spp.
- Ulmus crassifolia

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Section VIII

Landscape Design



# Residential Landscape Guidelines - Plant Material List

## Perennial Ground covers

- 1 Augusta Duelberg Sage
- 2 Autumn Sage
- 3 Bearded Iris
- 4 Big Bluestem
- 5 Black-eyed Susan
- 6 Blue Sage
- 7 Blue Sage
- 8 Bluebonnet
- 9 Brushy Bluestem
- 10 Buffalograss
- 11 Butterfly Weed
- 12 Cutleaf Daisy
- 13 Daylily
- 14 Diamond Petal Primrose
- 15 Evening Primrose
- 16 Furman's Red Autumn Sage
- 17 Goldeneye Sunflower
- 18 Greeneyes
- 19 Liatris
- 20 Mealy Blue Sage
- 21 Mexican Sage
- 22 New Jersey Tea
- 23 Prairie Winecup
- 24 Purple Coneflower
- 25 Sunflower
- 26 Texas Sage
- 27 Western Spiderwort
- 28 White Cloud Texas Sage

## Grasses

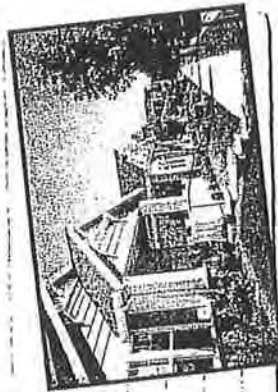
- 1 Berkley Sedge
- 2 Blue Eyed Grass
- 3 Blue Leaved Rush
- 4 California Meadow Sedge
- 5 Cedar Sedge
- 6 Common Rush
- 7 Dewey Blue Switchgrass
- 8 Grama
- 9 Indiangrass
- 10 Little Bluestem
- 11 Lovegrass
- 12 Maiden Grass
- 13 Mexican Feathergrass
- 14 Perennial Fountain Grass
- 15 Prairie Dropseed
- 16 Switchgrass
- 17 Texas Beargrass
- 18 Texas Sedge
- 19 White Awn Muhly Grass

- 1 Salvia farinacea 'Augusta Duelberg'
- 2 Salvia greggii
- 3 Iris spp.
- 4 Andropogon gerardii
- 5 Rudbeckia spp.
- 6 Salvia guaranitica
- 7 Salvia azurea var. grandiflora
- 8 Lupinus texensis
- 9 Andropogon glomeratus
- 10 Buchloe dactyloides
- 11 Asclepias tuberosa
- 12 Engelmannia pinnatifida
- 13 Hemerocallis spp.
- 14 Oenothera rhombipetala
- 15 Oenothera spp.
- 16 Salvia greggii 'Furman's Red'
- 17 Vigiera dentata
- 18 Berlandiera texana
- 19 Liatris mucronata
- 20 Salvia farinacea
- 21 Salvia leucantha
- 22 Cleonothus ovatus
- 23 Callirhoe involucrata
- 24 Echinacea angustifolia
- 25 Helianthus spp.
- 26 Leucophyllum frutescens
- 27 Tradescantia occidentalis
- 28 Leucophyllum frutescens 'White Cloud'



Section VIII:

Landscape Design



Planning Area  
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# Residential Landscape Guidelines - Irrigation Systems

## Irrigation System

### Design Intent

Automatic underground irrigation systems are required for all turf and landscape areas which requires irrigation.

### Water Demand

Peak flow demands shall be based on applying peak weekly irrigation requirements in six hours (12:00 am - 6:00 am). Design shall be based on available static pressure minus 10% for fluctuations.

### Water Application

Areas requiring overhead spray shall be minimized and restricted to turf and flower beds. All trees located between sidewalk and curb will have drip or bubblers installed. No water is to be sprayed directly onto roadways, walkways, or other paved surfaces. The Town Architect will review installation prior to final inspection.

### Overhead Irrigation

Spray heads next to roadways and walkways must have low angle MP rotor nozzles. Large radius rotor heads (25-foot radius or greater) are not allowed abutting roadway or walkway edges.

All spray heads fifteen foot radius or less shall be spaced no further than 45% of the spray diameter to account for area wind conditions. Spacing for large radius rotors over twenty-five foot radius shall not exceed 50% of the spray diameter.

Table 1. Emitter Installation Based on Plant Size

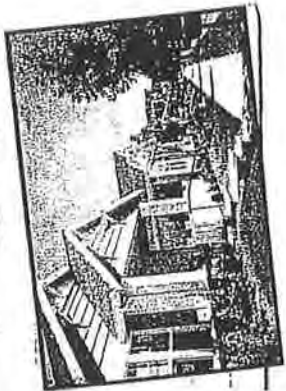
Plant Height (ft.)	Number of Emitters Per Plant	Delivery Rate
Less than 2	1	1/2 gal/hr. each
2 to 4	1	1 gal/hr. each
4 to 6	2	1 gal/hr. each
6 to 7	3	1 gal/hr. each
7 to 8	4	1 gal/hr. each
OR:	2	2 gal/hr. each

- Spray irrigated areas shall be a maximum of six feet wide when adjacent to roadways and minimum of ten feet wide otherwise.
- No water irrigation system shall be designed to be sprayed directly onto roadways, walkways, or other paved surfaces.



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# Residential Lot Landscape Guidelines - Irrigation Systems

## Drip Irrigation

Drip or bubbler irrigation shall be used in all tree, shrub and ground cover areas, except as noted. The minimum number of emitters required is shown in Table 1. The quantity of emitters in Table 1 is shown for minimum requirements only and the total number of emitters shall be determined by plant type and water demand of each plant. Drip irrigation is required if area adjacent to curb is less than 5' wide.

## Irrigation Zoning

Overhead and drip irrigation systems must be zoned for exposure (combining south and west exposures, and combining north and east exposures), topography, and varying water requirements of plant material.

## Irrigation Equipment

- All irrigation systems for project common areas shall use solid state electronic, micro-processor controllers. Controllers capable of at least three operating programs and four start times per program are required. Water regulating or ET Controllers are encouraged.
- A double check valve is required for all residential irrigation. Atmospheric breakers are not allowed. Backflow prevention devices shall be located on side yards, and not on front building elevations.
- Valve box color shall match the adjacent surface color; tan valve boxes in rock and mulch areas, and green valve boxes in turf areas.
- The irrigation tap will comply with City of Arlington Irrigation Requirements.
- If reclaimed water, or "purple water", is available for residential irrigation systems separate tap and meter will be required.
- Rain and freeze sensors are required per the City of Arlington ordinances.



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# Residential Lot Landscape Guidelines - Hardscape Overview

## Hard scape Overview

Hard scape elements are defined as all the constructed elements in the landscape, excluding the buildings. This section describes the design guidelines for walls, fences, walkways, driveways, pools, site furnishings, and paving.

The hard scape, paving, walkway and driveway character in Viridian will reflect a sense of timelessness which draws from traditional elements and details while still being expressive of the current culture, technical innovations and sustainability imperative. Detailing, material selections, scale and texture will be implemented in a way in which the pedestrian experience is enhanced and reminiscent of earlier periods where walking was the standard mode of transportation. This rich pedestrian environment will encourage residents to experience each neighborhood and build a sense of community.

The extent of paving will be minimized to reduce sun glare, run-off and visual intrusion into the landscape. Certain specific hard scape elements, such as the public sidewalks and landscaped parkways adjacent to the street will be installed as part of the lot improvements. Builders are responsible for curb returns, driveways and walkways within their lots. Minor walkway connections may be required from alleys to adjacent sidewalks or trails.

## Walls and Fences

The wall concept for Viridian includes a family of walls and fences which combine a cohesive appearance for the community, while also contributing to the individual identity of the different villages and adhering to a "green" community theme.

Spacing between a retaining wall and adjacent pathway, alley or curb is a minimum of 4' ft. and shall be planted with 5 gallon shrubs spaced every 3' feet, not always along the sidewalk.

Walls within courtyards attached to the home should be constructed of materials to match those of the building exterior

Where walkways are located between residential lots, any retaining walls and fences along both sides of walkways should be located and designed to make the walkway appear as open and spacious as possible. This can be accomplished by minimizing continuous wall lengths through the use of low walls and open fences along property lines and landscaping.

Residential walls shall join village walls at the same top of wall elevation, or lower. Residential walls higher than village walls shall step down to the same top of wall elevation as village walls at least 15' feet prior to point of connection.

Side and rear yard fences between homes are to be a standard 5'-0" high, max of 8'-0" upon request to Town Architect.

Side yard gates are to reflect the fence style and be fabricated of selected fence material.

All side yard gates and fencing will need to meet all health and safety codes.

Fence will be cedar per approved design and Ameristeel or equal on corner lots and side yard fence facing a street.

Fences shall have finished side out with no posts and rails visible from any street, alley or open space.

The front side yard fence shall be setback from the front elevation of the home a maximum of 4 feet.

On corner lots the fence (side yard) will be located 9' from the sidewalk, provided the side yard of the home will be no less than a 5' minimum.

On all corner lots a masonry column will be installed every 30' starting at the rear property corner and terminating at the front of the house.

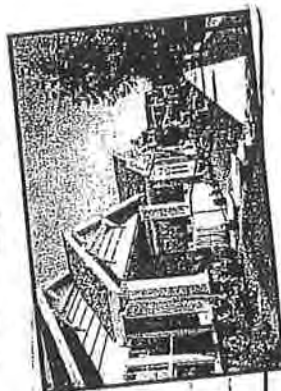
All fences will be constructed in the Viridian styles as shown on the exhibit.

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# Residential Lot Landscape Guidelines - Common Walls

## Common Walls (Refer to Streetscape Master Plan)

### Planter Walls

Retaining or flower bed walls located within a residential lot are not to be higher than 30" inches. If additional height is needed, walls shall be terraced with a minimum 4" foot wide planter as measured from front face of wall to rear face of wall. Retaining walls above 30" inches must have a fence or continuous, dense shrub bed at the top of the wall and at the base of the wall.

Retaining walls must be set back a minimum of 18" inches from the back of sidewalk. All free-standing retaining walls must have a return back to the adjacent Builder-installed fence wall.

Retaining walls along side lot lines must terminate a minimum of 5' feet from the back of front sidewalk.

All retaining walls shall be constructed out of the standard Viridian Stone, as shown herein:

- Product: Viridian Brown, supplied by Caprock Hardscape Supply (972) 434-1619.
- Mortar Color: Cordova Cream
- Mortar Size: hewn to designed block size (1/4" recommended)

### Alley Walls and Fences

Alley walls and fences shall have the same character as the surrounding neighborhood walls and fences and shall match color, and style.

Please refer to master Signage and Wayfinding Plan for more detailed information.



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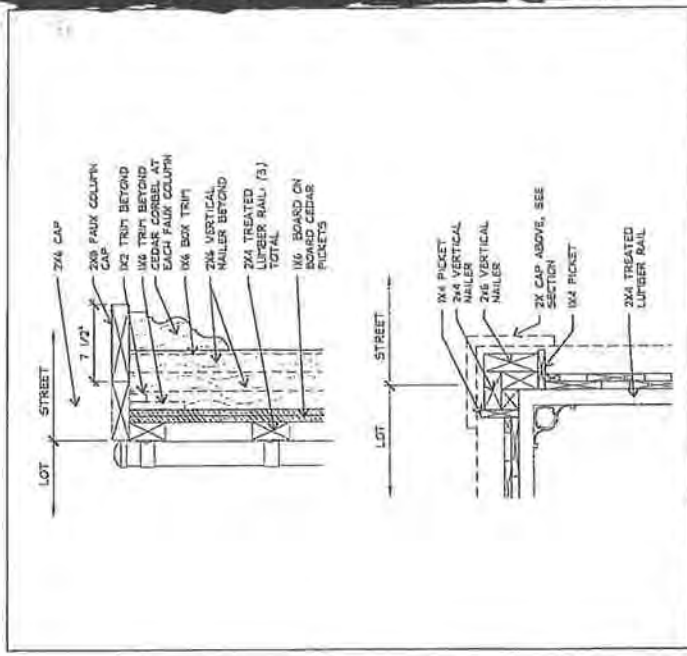
Landscape Design



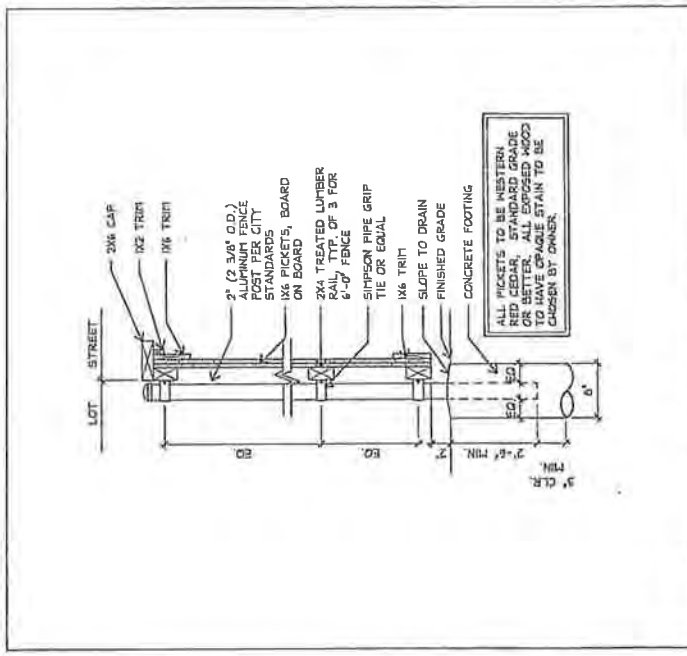
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# Residential Lot Landscape Guidelines - Fence Details



**T B G**  
 PREPARED BY  
 ARCHITECT  
 D11448  
 DATE OF  
 DESIGN GUIDELINES  
 APPROVAL  
 11/11/11  
 SCALE: 1/2"=1'-0"  
 0' 1' 2'



**T B G**  
 PREPARED BY  
 ARCHITECT  
 D11448  
 DATE OF  
 DESIGN GUIDELINES  
 APPROVAL  
 11/11/11  
 SCALE: 1/4"=1'-0"  
 0' 3' 6'



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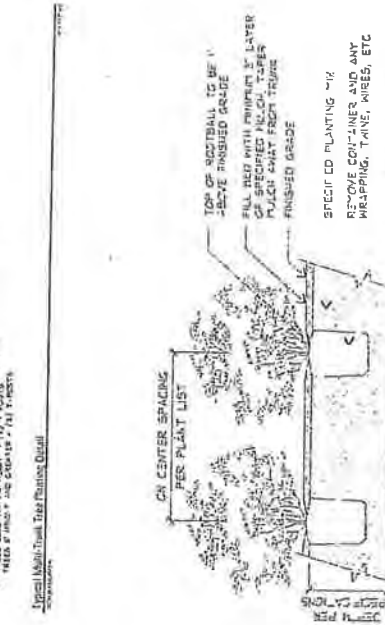
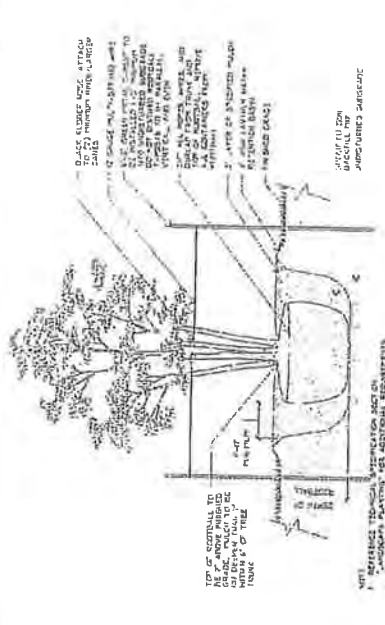
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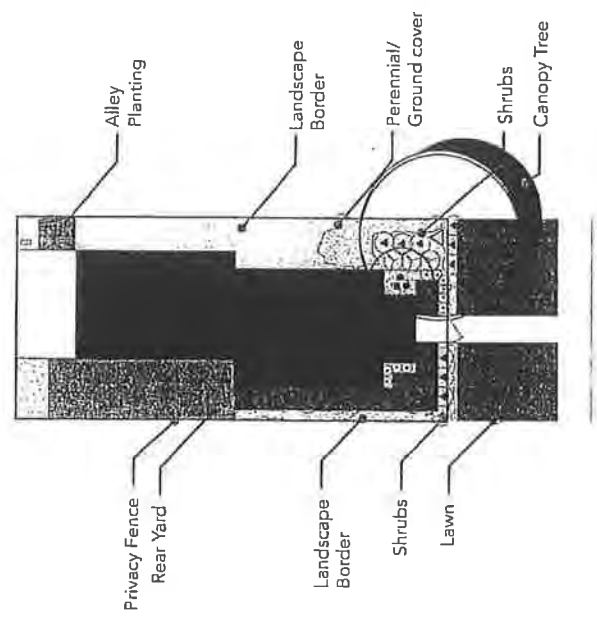
## Landscape Guidelines: Planting Diagrams



# Landscape Guidelines: Green Court Home Sites, Alley Entry

Green Court Home Sites: Alley Entry

- Minimum Landscape Requirements:
- One (1) 3.5" caliper tree
  - One (1) 15-gallon specimen shrubs
  - Three (3) 7-gallon specimen shrubs
  - Ten (10) 5-gallon shrubs
  - Ten (10) 1-gallon shrubs
  - Twenty (20) 1-gallon perennial/ground cover



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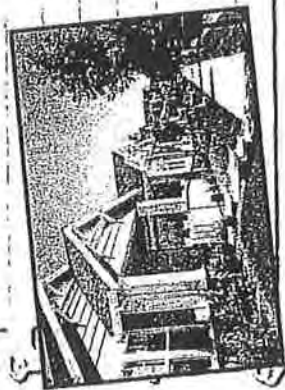
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# Landscape Design



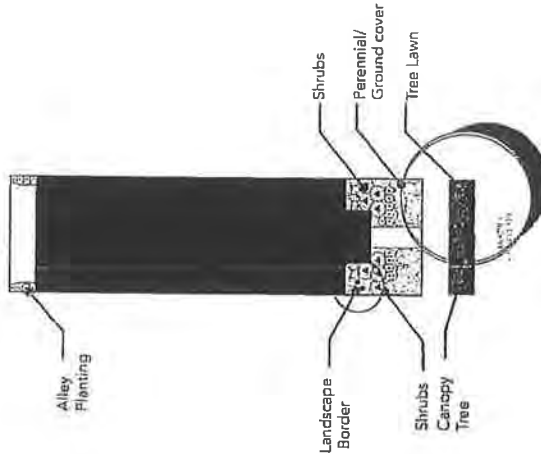
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## Landscape Guidelines: Townhomes Attached or Detached

Townhomes: (Attach Garage)

Minimum Landscape Requirements:

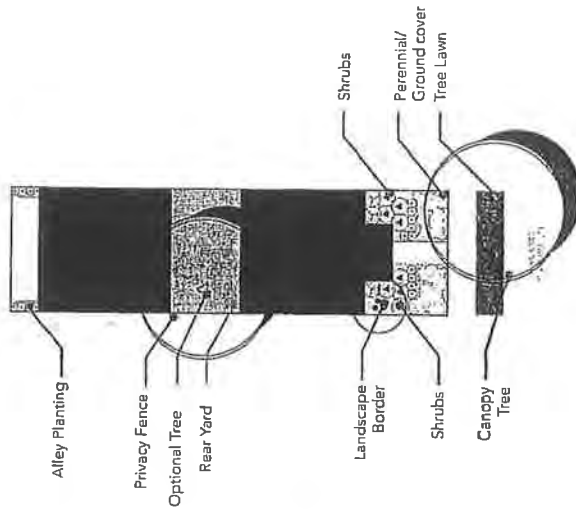
- One (1) 3.5" caliper tree
- One (1) 15-gallon specimen shrubs
- Three (3) 7-gallon specimen shrubs
- Eight (8) 5-gallon shrubs
- Eighteen (18) 1-gallon shrubs
- Twenty (20) 1-gallon perennial/ground cover



Townhomes: (Detached Garage)

Minimum Landscape Requirements:

- One (1) 3.5" caliper tree
- One (1) 15-gallon specimen shrubs
- Three (3) 7-gallon specimen shrubs
- Eight (8) 5-gallon shrubs
- Eighteen (18) 1-gallon shrubs
- Twenty (20) 1-gallon perennial/ground cover



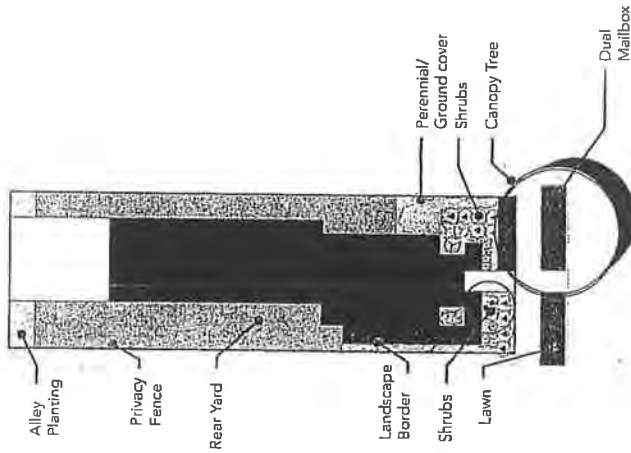


# Landscape Guidelines: Cottage Home Sites, Alley Entry

Cottage Home Sites: Alley Entry (Attached Garage)

## Minimum Landscape Requirements:

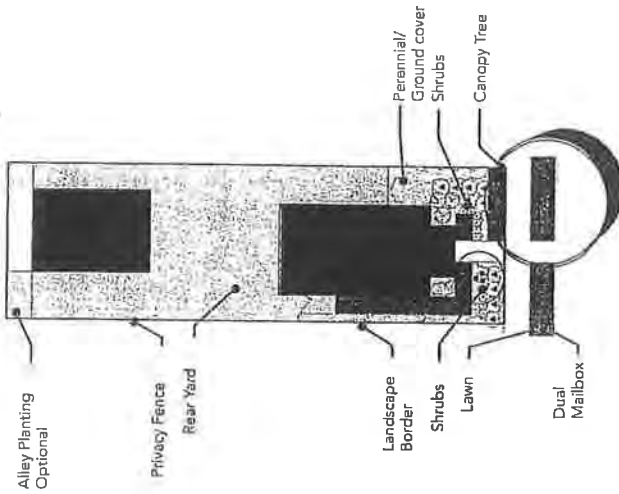
- One (1) 3.5" caliper tree
- Three (3) 15-gallon specimen shrubs
- Five (5) 7-gallon specimen shrubs
- Twelve (12) 5-gallon shrubs
- Fifteen (15) 1-gallon shrubs
- Twenty-Five (25) 1-gallon perennial/ground cover



Cottage Home Sites: Alley Entry (Detached Garage)

## Minimum Landscape Requirements:

- One (1) 3.5" caliper tree
- Three (3) 15-gallon specimen shrubs
- Five (5) 7-gallon specimen shrubs
- Twelve (12) 5-gallon shrubs
- Fifteen (15) 1-gallon shrubs
- Twenty-Five (25) 1-gallon perennial/ground cover



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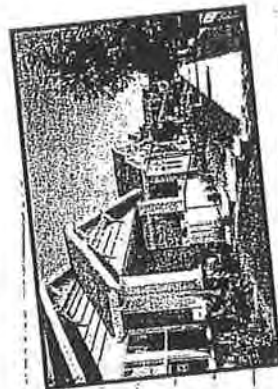


# Landscape Guidelines: Chalet Home Sites, Side Entry



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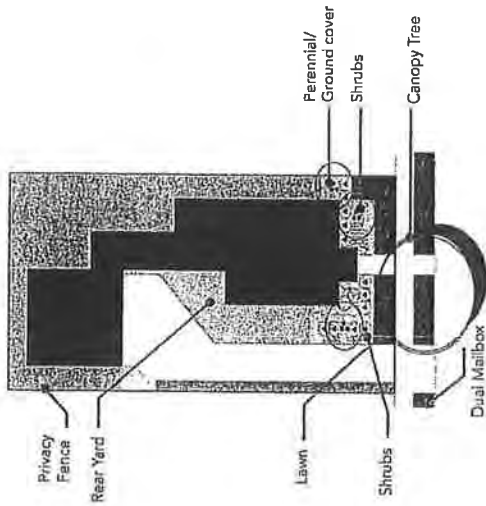
## Landscape Design



Chalet Home Sites: Side Drive (Attached Garage)

Minimum Landscape Requirements:

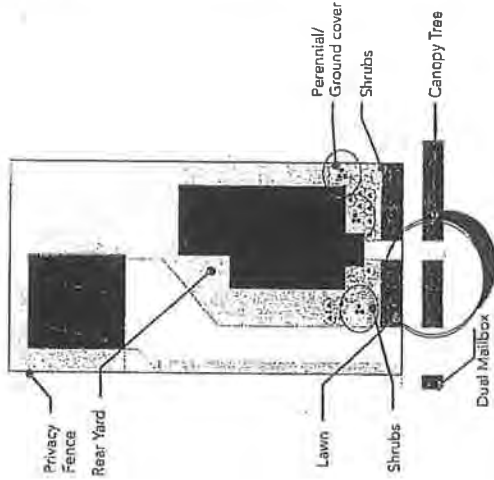
- One (1) 4" - 4.5" caliper tree
- Three (3) 15-gallon specimen shrubs
- Five (5) 7-gallon specimen shrubs
- Twelve (12) 5-gallon shrubs
- Fifteen (15) 1-gallon shrubs
- Twenty-Five (25) 1-gallon perennial/ground cover



Chalet Home Sites: Side Drive (Detached Garage)

Minimum Landscape Requirements:

- One (1) 4" - 4.5" caliper tree
- Three (3) 15-gallon specimen shrubs
- Five (5) 7-gallon specimen shrubs
- Twelve (12) 5-gallon shrubs
- Fifteen (15) 1-gallon shrubs
- Twenty-Five (25) 1-gallon perennial/ground cover



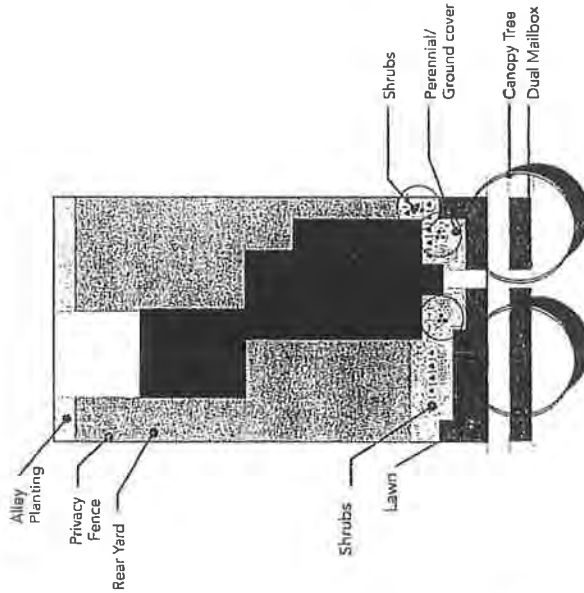
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# Landscape Guidelines: Executive Home Sites

Executive Home Sites: Alley Loaded (Detached Garage)

Minimum Landscape Requirements:

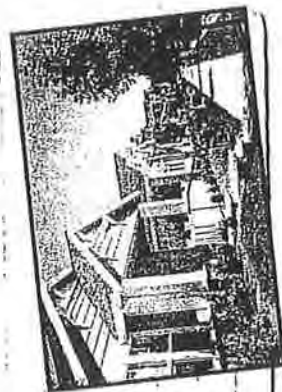
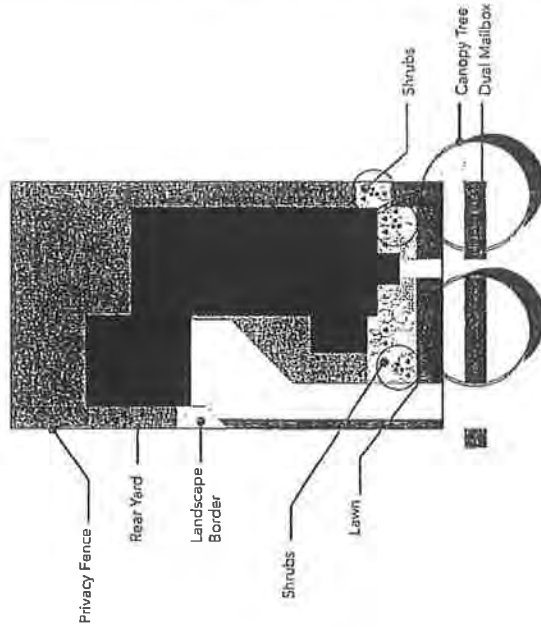
- Two (2) 4" - 4.5" caliper tree
- Three (3) 15-gallon specimen shrubs
- Five (5) 7-gallon specimen shrubs
- Twelve (12) 5-gallon shrubs
- Fifteen (15) 1-gallon shrubs
- Twenty-Five (25) 1-gallon perennial/ground cover



Executive Home Sites: Side Drive

Minimum Landscape Requirements:

- Two (2) 4" - 4.5" caliper tree
- Five (5) 15-gallon specimen shrubs
- Eight (8) 7-gallon specimen shrubs
- Twenty (20) 5-gallon shrubs
- Thirty (30) 1-gallon shrubs
- Thirty-Five (35) 1-gallon perennial/ground cover



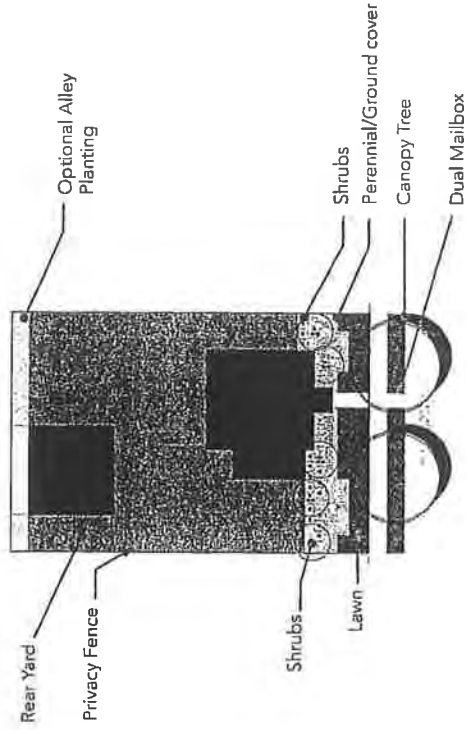
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# Landscape Guidelines: Manor Home Sites, Alley Entry, Detached Garage

Manor Home Sites: Alley Entry (Detached Garage)

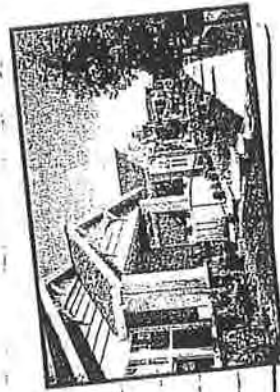
**Minimum Landscape Requirements:**

- Two (2) 4" - 4.5" caliper tree
- Five (5) 15-gallon specimen shrubs
- Five (5) 7-gallon specimen shrubs
- Fifteen (15) 5-gallon shrubs
- Twenty (20) 1-gallon shrubs
- Twenty-Five (25) 1-gallon perennial/ground cover



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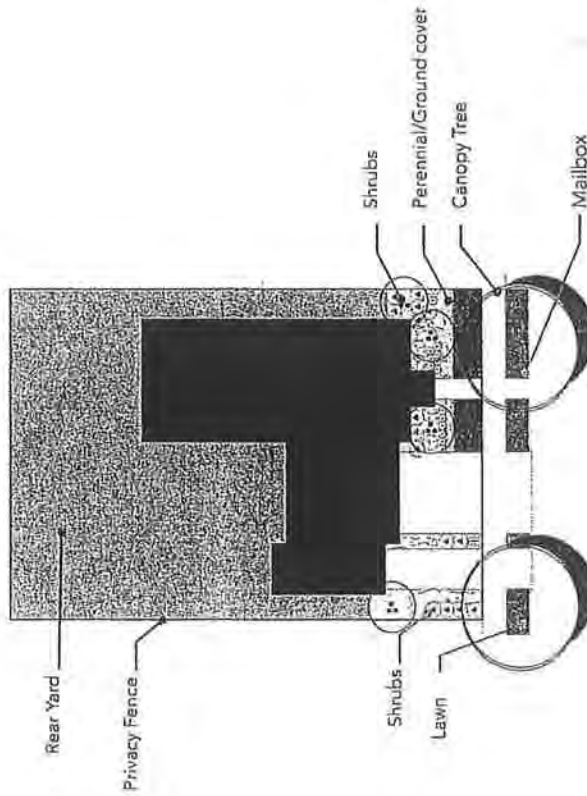
Planning Area  
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# Landscape Guidelines: Manor Home Sites, Front Entry

Manor Home Sites: Front Loaded (Attached Garage)

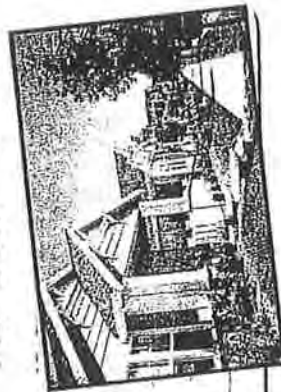
Minimum Landscape Requirements:

- Two (2) 4" - 4.5" caliper tree
- Five (5) 15-gallon specimen shrubs
- Five (5) 7-gallon specimen shrubs
- Fifteen (15) 5-gallon shrubs
- Twenty (20) 1-gallon shrubs
- Twenty-Five (25) 1-gallon perennial/ground cover



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# Landscape Guidelines: Manor Home Sites, Side Drive

Manor Home Sites: Side Drive

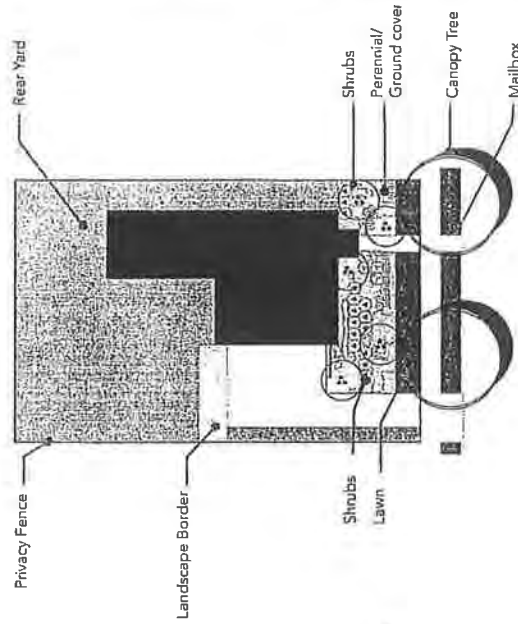
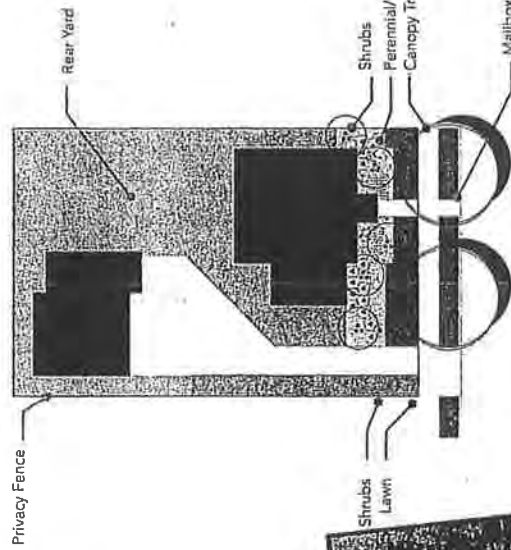
Minimum Landscape Requirements:

- Two (2) 4" - 4.5" caliper tree
- Five (5) 15-gallon specimen shrubs
- Five (5) 7-gallon specimen shrubs
- Fifteen (15) 5-gallon shrubs
- Twenty (20) 1-gallon shrubs
- Twenty-Five (25) 1-gallon perennial/ground cover

Manor Home Sites: Side Entry (Attached Garage)

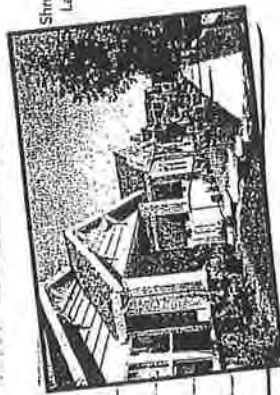
Minimum Landscape Requirements

- Two (2) 4" - 4.5" caliper tree
- Five (5) 15-gallon specimen shrubs
- Five (5) 7-gallon specimen shrubs
- Fifteen (15) 5-gallon shrubs
- Twenty (20) 1-gallon shrubs
- Twenty-Five (25) 1-gallon perennial/ground cover



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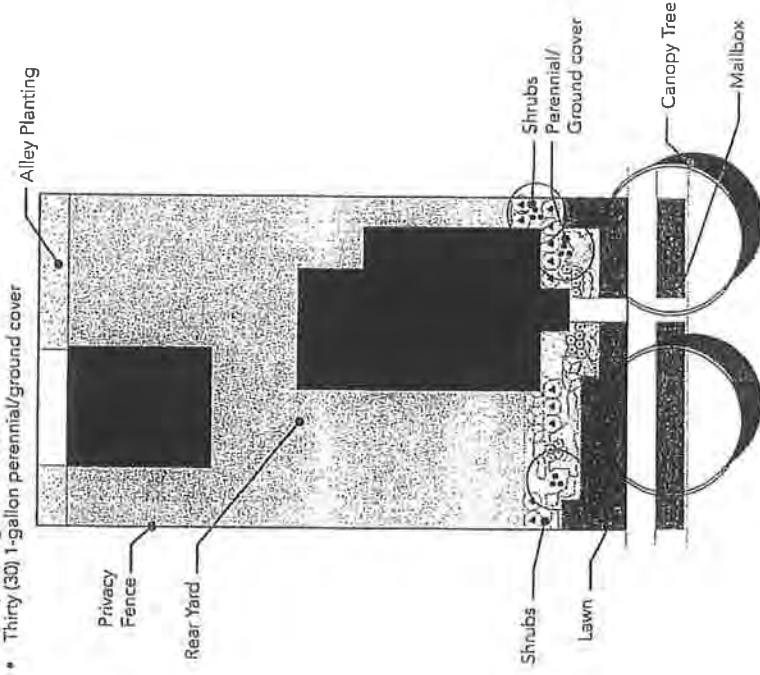
Planning Area  
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# Landscape Guidelines: Chateau Home Sites, Alley Entry

Chateau Home Sites: Alley Entry (Detached Garage)

## Minimum Landscape Requirements:

- Two (2) 5" caliper tree
- Five (5) 15-gallon specimen shrubs
- Five (5) 7-gallon specimen shrubs
- Seventeen (17) 5-gallon shrubs
- Thirty (30) 1-gallon shrubs
- Thirty (30) 1-gallon perennial/ground cover

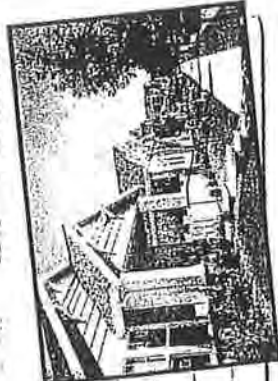


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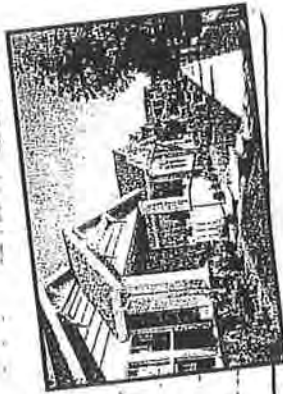
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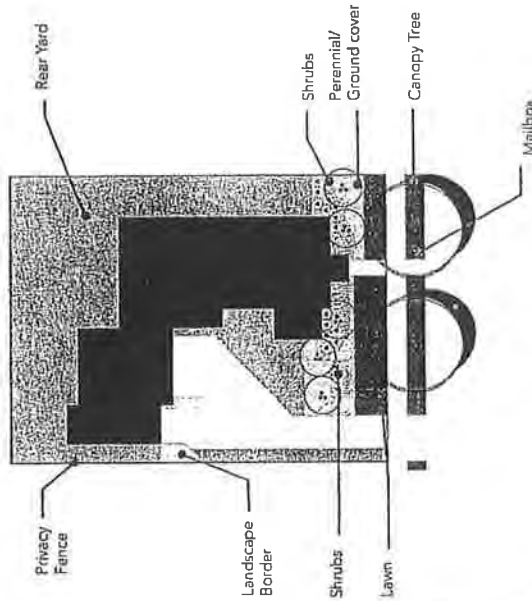
Planning Area  
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## Landscape Guidelines: Chateau Home Sites, Side Entry

Chateau Home Sites: Side Drive

Minimum Landscape Requirements:

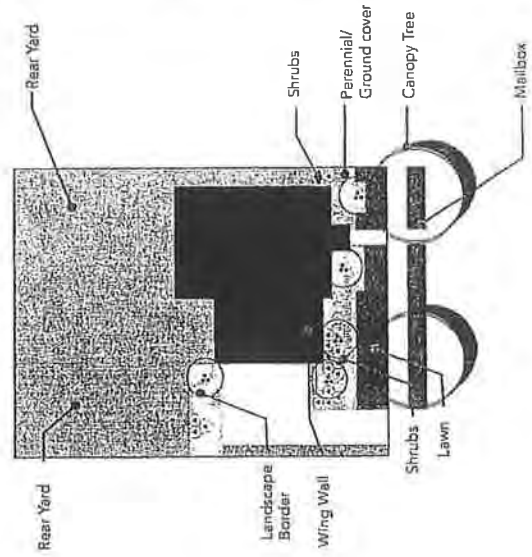
- Two (2) 5" caliper tree per 30' of street frontage
- Five (5) 15-gallon specimen shrubs
- Five (5) 7-gallon specimen shrubs
- Seventeen (17) 5-gallon shrubs
- Thirty (30) 1-gallon shrubs
- Thirty (30) 1-gallon perennial/ground cover



Chateau Home Sites: Side Loaded (Attached Garage)

Minimum Landscape Requirements:

- Two (2) 5" caliper tree per 30' of street frontage
- Five (5) 15-gallon specimen shrubs
- Five (5) 7-gallon specimen shrubs
- Seventeen (17) 5-gallon shrubs
- Thirty (30) 1-gallon shrubs
- Thirty (30) 1-gallon perennial/ground cover



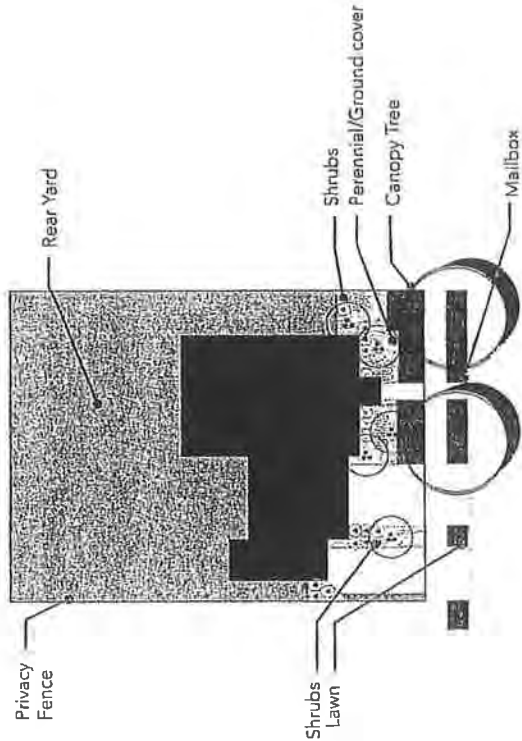


# Landscape Guidelines: Chateau Home Sites, Front Entry

Chateau Home Sites: Front Loaded (Attached Garage)

**Minimum Landscape Requirements:**

- Two (2) 5" caliper tree per 30' of street frontage
- Five (5) 15-gallon specimen shrubs
- Five (5) 7-gallon specimen shrubs
- Seventeen (17) 5-gallon shrubs
- Thirty (30) 1-gallon shrubs
- Thirty (30) 1-gallon perennial/ground cover



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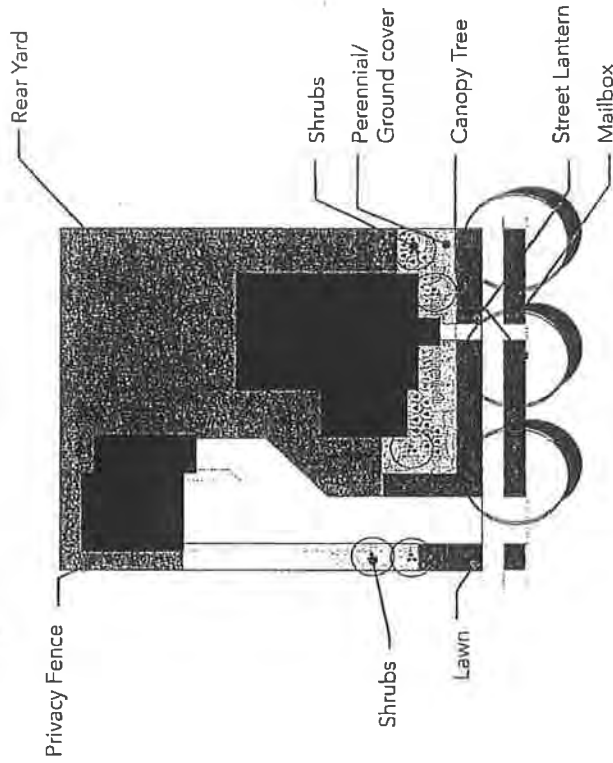


# Landscape Guidelines: Estate Home Sites, Alley Entry, Detached Garage

Estate Home Sites: Alley Loaded (Detached Garage)  
 Real entry estate homes require landscaping adjacent to alley and driveway

## Minimum Landscape Requirements:

- Three (3) 6" caliper tree per 30' of street frontage
- Five (5) 15-gallon specimen shrubs
- Eight (8) 7-gallon specimen shrubs
- Twenty (20) 5-gallon shrubs
- Thirty (30) 1-gallon shrubs
- Forty (40) 1-gallon perennial/ground cover



\*Some of landscape materials may be used along the driveway for screening all front entry product



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# landscape Guidelines: Estate Home Sites, Side Drive, Side Drive

Estate Home Sites: Side Drive

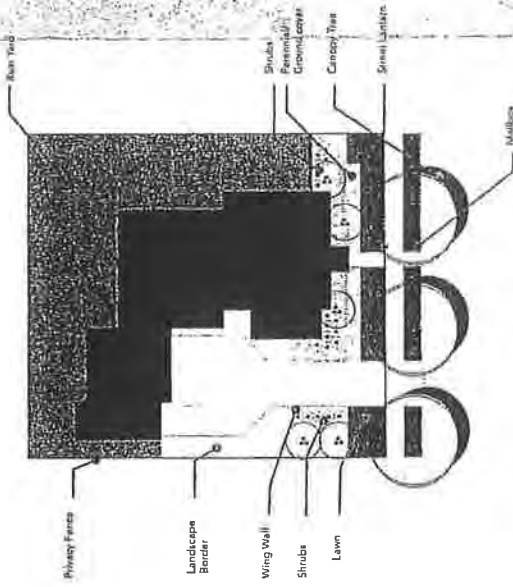
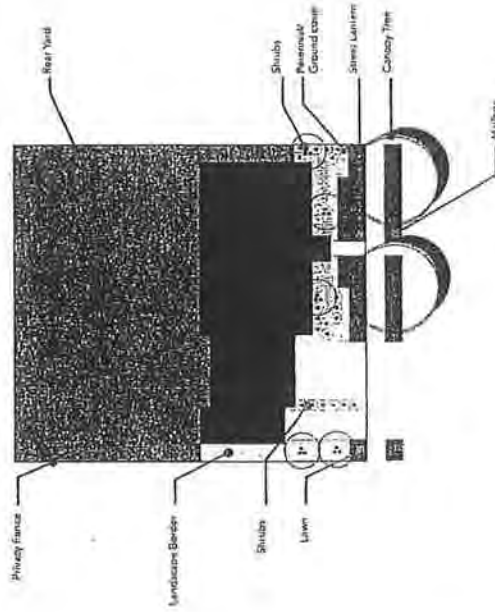
Minimum Landscape Requirements:

- Three (3) 6" caliper tree per 30' of street frontage
- Five (5) 15-gallon specimen shrubs
- Eight (8) 7-gallon specimen shrubs
- Twenty (20) 5-gallon shrubs
- Thirty (30) 1-gallon shrubs
- Forty (40) 1-gallon perennial/ground cover
- Rear entry estate homes require landscaping adjacent to alley and driveway

Estate Home Sites: Side Drive, Side Entry

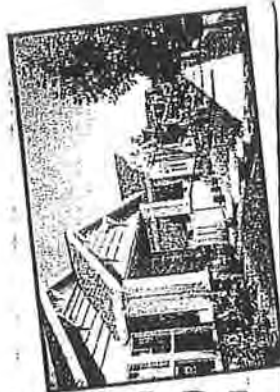
Minimum Landscape Requirements:

- Three (3) 6" caliper tree per 30' of street frontage
- Five (5) 15-gallon specimen shrubs
- Eight (8) 7-gallon specimen shrubs
- Twenty (20) 5-gallon shrubs
- Thirty (30) 1-gallon shrubs
- Forty (40) 1-gallon perennial/ground cover
- Rear entry estate homes require landscaping adjacent to alley and driveway



Section VIII

landscape Design



# Signage Requirements

## Signage

A Master Sign Program will be established for all signage and monumentation used within Village I (Phase I). To create a consistent, high quality image compatible with the overall image and design theme for Viridian. This Master Sign Program, established by the Developer, will include the following sign types and monumentation:

- Community Entry
- Village Entry - Definition of the smaller areas within the Viridian community is intended to be at the Village level, which is made up of a collection of neighborhoods/builder parcels.
- Wayfinding
- Model
- Informational
- Regulatory
- Lot Signage

## Residential Signage

All signage including "for sale", "realtors", "lot signage" and "model home" will need to be in compliance with the Covenants, Conditions and Restrictions (CC&R's).

- All signage shall be uniform and dictated by the CC&R's.
- All "for lease" or "for sale" signage must comply with signage guidelines.
- Standard corporate signage is not allowed



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Signage



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## Model Home Sites

### Model Homes

Landscape for model homes for both single family and multi-family developments shall be consistent with the village and parcel design guidelines. Enhanced landscape plantings will be installed, but shall be consistent with upgrade landscape packages available to homeowners. Larger sized plant materials are required, with the model home landscape resembling the homeowner landscape package at maturity.

### Model Complex Parking

Model complex parking areas shall be a permeable surface at a minimum, if constructed by home builder. Impermeable hard surfaces are not allowed. Landscape areas shall be installed with the following minimum standards:

- Designated sign wall.
- Minimum one 4" caliper tree for every 30 feet of street frontage.
- 50% vegetative cover for non-paved areas.
- Automatic irrigation system, irrigation meter, power source, and controller with rain and freeze sensors.
- Natural appearing grading.
- Boulders and inert ground cover.
- Entries must be accessible with ramps and routes provided and marked.

### Model Complex Fencing

Model complex fencing shall be consistent with the project standards. This includes any "trap" fencing design. All designs shall be submitted and approved prior to installation.

### Model Complex Signage

Model complex signage shall be consistent with Viridian standards for both materials and fonts. The use of builder specific logos and fonts are acceptable, but must be integrated into a project specific package, this includes the use of flag poles per sign guidelines.

The following sign types shall be prohibited:

- Any revolving beacon, flashing and/or rotating sign, any sign with intermittent lighting (with the exception of flashing school crossing signs, temporary construction, or other safety signs).
- Any sign which extends above the roof line or parapet, whichever is higher.
- Any sign emitting sound or substances.
- Any billboard larger than 2'-6" w. x 2'-0" h.

### Model Complex Lighting

The exterior lighting for model homes shall comply with 'Dark Sky' regulations.

### Temporary Sales Trailers

Temporary sales trailers are not permitted.

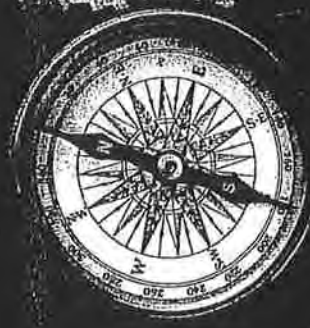
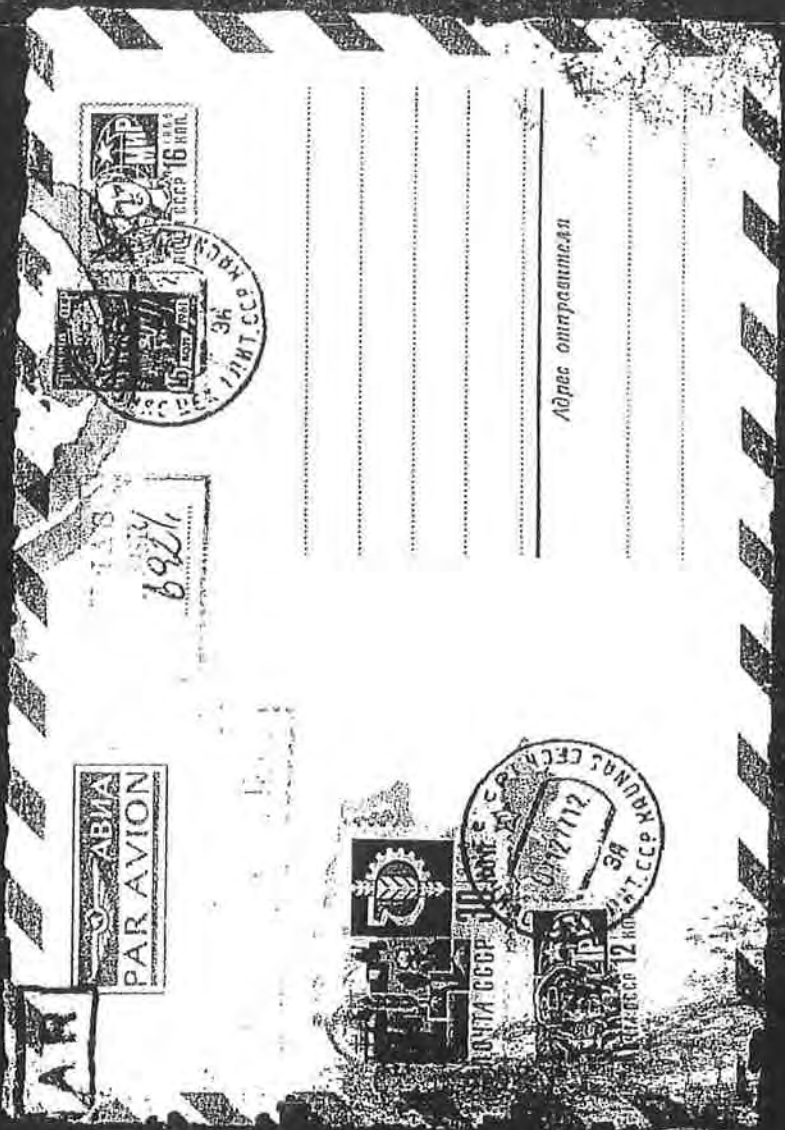


Section X:

Model Home Sites



Planning Area  
April 2012



## EXHIBIT "G"

### Minimum Maintenance Standards for Property Other Than Units

#### PART I. LANDSCAPE MAINTENANCE

##### 1. MAINTENANCE STANDARDS. Maintenance of landscaped areas shall include:

- A. Mowing, edging and trimming of turf areas, repair of bald areas and areas of erosion, and reseeding and re-sodding to match existing turf as necessary to maintain a full, uniform and relatively weed-free turf in areas designated for turf on approved plans.
1. Mowing shall be accomplished at least weekly with sharp, properly adjusted mowers of the correct size for the various areas. Blade heights shall be set according to the type of turf and weather conditions, typically:
    - Bermudagrass: 1"
    - St. Augustine grass: 2-1/2"
    - Zoysia: 1"
    - Rye grass: 2 "Mower height shall be adjusted to prevent "scalping" or skinning of lawn. No more than 1/3 of the leaf growth shall be removed in a single mowing.
  2. Edging shall be performed with a blade type mechanical edger, shovel, or herbicide. Line trimmers may only be used along walls and bed edges, not walks and curbs. Trimmings shall be blown back into the lawn area or collected and transferred to a designated compost area.
  3. A grass free clear space (edge) two (2") inches in width shall outline all obstacles.
- B. Pruning and trimming of trees and shrubs to maintain a healthy, attractive appearance, in accordance with good horticultural practices, as verified with the Association or its designee prior to commencement of any pruning activity. :
1. Evergreen trees shall be thinned out and shaped as needed to prevent wind and storm damage.
  2. Primary pruning of deciduous trees shall be done during the dormant season. Pruning of trees prone to excessive "bleeding" shall not be done during the growth season.
- C. Mulching of shrub and flower beds with pine straw or pine bark mulch or other mulch consistent with that used by the Residential Association in its common areas, such mulch to be maintained to a depth of approximately 3" to reduce evaporation and frequency of watering.
- D. Weeding of shrub and flower beds to maintain areas between plants, including watering basins, in a weed-free condition. Weeds shall be removed by hand or using legally approved organic herbicides; use of pre-emergent herbicides will be allowed in accordance with restriction for the Edwards Aquifer Recharge Area. **Soil cultivation is not permitted.** In the case of heavy compaction, spading forks may be used to loosen the soil without damaging the roots on the plant material, after which the bed shall be raked smooth and re-mulched. Beds shall not be irrigated for 48 hours after application of any herbicide spray.

- E. Application of fertilizers, insecticides, fungicides, and herbicides as needed to protect lawns, trees, shrubs, and ground cover from insects and disease infestation and maintain plant material in a healthy and attractive condition. Plant materials shall be inspected weekly for signs of stress, damage and potential trouble from insects, moles, gophers, ground squirrels, snails and slugs and for discolored or blotching leaves or needles. Special effort shall be given to the control of fire ants using an organic product; after control is accomplished, the ant mounds shall be lowered and tamped to the existing grade. Application of pesticides or beneficial insect release for insect, pest and disease control shall be performed by a certified pesticide applicator. Spraying shall be done with extreme care to avoid all hazards to any person or pet in the area or adjacent areas.
- F. Irrigation of landscaped areas as needed to maintain lawns, trees, and other plant material in healthy and attractive condition through use of an irrigation system in combination with hand-watering, 'gator' bags, water truck, etc. Standards shall include:
1. Watering turf at such frequency as weather conditions require, replenishing soil moisture to 6 in. below root zone. Watering shall be done during early mornings except that, in sloped areas where runoff may be a problem, watering shall be done in 3-4 shorter periods to allow better water absorption.
  2. Maintaining watering basins around plants so that enough water can be applied to establish moisture through major root zones.
  3. In rainy season, opening basins to allow surface drainage away from the root crown where excess water may accumulate. Restoring watering basins at end of rainy season.
  4. Application of water so as to avoiding crown roots becoming exposed to air through dislodging of soil and mulch.
  5. Checking for moisture penetration throughout the root zone at least once per week.
  6. Adjusting as needed to avoid spraying on windows, building walls, and impervious surfaces by balancing the throttle control on the remote control valves and the adjustment screws on the sprinkler heads. Water should not be allowed to atomize and drift.
- G. Resetting plants as necessary to maintain proper grades or upright position and maintaining staking and guying as needed to maintain plants in an upright position.
- H. Operation, monitoring, adjustment and repair of sprinkler irrigation system, which shall include monitoring and adjustment of the duration and frequency of the watering schedule, adjustment of heads for coverage and elevation, repair of leaks in both mains and lateral lines, repair or replacement of faulty electrical controllers and broken or inoperable sprinkler heads, winterization of irrigation system as necessary to protect it from damage, and all other work required to maintain a complete working sprinkler irrigation system.
- I. Prompt removal and replacement of dead and dying trees, shrubs and other plant material with similar plant material of the most comparable size that can be planted with reasonable chance of survival
- J. Seasonal planting of planting beds with nursery-grown flowers at least once per season, with removal of spent flowers at least once per week. When planting beds generally exhibit a "spent" condition, plants shall be removed and soil shall be thoroughly cultivated, incorporating slow release fertilizers and raking smooth then replanting.
- K. Inspection and general site clean up and removal of fallen leaves, branches, other debris, and trash at least twice weekly. All work areas shall be kept neat and orderly at all times. Debris from maintenance operations shall be gathered and removed from the site at the end of each day or within two hours of ceasing work in the area where gathered.



## 2. PERFORMANCE STANDARDS.

- A. All work shall be performed in accordance with all applicable laws, codes, and regulations of governmental authorities having jurisdiction over such work
- B. All licenses and insurance coverages required by the City of Arlington, Tarrant County, the state of Texas, or any other governmental authorities having jurisdiction shall be obtained
- C. All inspections and permits required by federal, state, or local authorities for furnishing, transporting, and installing of agricultural chemicals shall be obtained
- D. All work shall be performed using established and accepted horticultural practices.
- E. A foreman shall be assigned to oversee landscape maintenance. The foreman shall have a minimum of four years experience in landscape establishment supervision, with experience or training in turf management, entomology, pest control, soils, fertilizers and plant identification. The foreman shall directly supervise the work force at all times. All workers shall carry proper identification at all times and shall be uniformly dressed.
- F. All equipment used to perform the work shall be in first class condition, capable of successfully executing the work on the required schedule. Deflectors or guards shall be in place and in good working order at all times.
- G. Written or electronic records shall be maintained of all fertilizers and pesticides applied.
- H. All maintenance, other than irrigation, shall be performed between the hours of 8:00 a.m. and 8:00 p.m.

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

HEXTER FAIR TITLE  
2936 W 7TH  
FT WORTH, TX 76107

Submitter: HC LOBF ARLINGTON LLC

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 5/2/2012 10:23 AM

Instrument #: D212104762

OPR                      249                      PGS                      \$1,004.00

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

*Mary Louise Garcia*

D212104762

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: AKCHRISTIAN