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Dabbie Hollan, County Clerk - Waller County, TX

INSTRUMENT TO RECORD DEDICATORY INSTRUMENTS

This Instrument is being recorded by Cane Island Community Association, a Texas non-profit corporation (the "Association") pursuant to Section 202.006 of the Texas Property Code.

Section 202.006 of the Texas Property Code requires a property owners' association to record each dedicatory instrument in the real property records of the County in which the property to which the dedicatory instrument relates is located, if such instrument has not previously been recorded; and

Restrictive covenants and other matters concerning the Cane Island Subdivision are set forth in the Declaration of Covenants, Conditions and Restrictions for Cane Island, recorded in the Real Property Records of Waller County, Texas, under Clerk's File No. 1500772.

The Association is currently subject to the following dedicatory instruments which have not previously been recorded, to-wit:

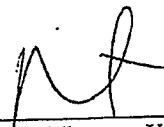
- Certificate of Formation of the Association.
- By-Laws of the Association.
- Cane Island New Home Construction Design Guidelines.

Pursuant to Section 202.006 of the Texas Property Code, the Association does hereby record such dedicatory instruments, copies of which are attached hereto in the order set forth hereinabove.

Executed on the 10<sup>th</sup> day of February, 2015.

CANE ISLAND COMMUNITY  
ASSOCIATION, a Texas non-profit  
corporation

By:

  
\_\_\_\_\_  
Mathew K. Lawson, Vice President

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NO EE

RETURN TO:  
Chicago Title - Janet Karr  
3700 Buffalo Speedway #400  
Houston, Texas 77098  
CTT14641812A

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THE STATE OF NEVADA §  
  §  
COUNTY OF CLARK                           §

This instrument was acknowledged before me on February 10<sup>th</sup>, 2015, by Mathew K. Lawson, Vice President of Cane Island Community Association, a Texas non-profit corporation, on behalf of said entity.



*Karen M. Fabian*  
\_\_\_\_\_  
Notary Public, State of Nevada

~~WHEN RECORDED RETURN TO:~~

~~Mark K. Knop  
Hoover Slovacek LLP  
Galleria Tower II  
5051 Westheimer, Suite 1200  
Houston, Texas 77056  
File No: 122647-02~~

ER 067 - 05 - 0832

ER 067 - 05 - 0833

CERTIFICATE OF FORMATION  
OF  
CANE ISLAND COMMUNITY ASSOCIATION

FILED  
In the Office of the  
Secretary of State of Texas  
FEB 03 2015  
Corporations Section

ARTICLE ONE  
NAME

The name of the corporation is Cane Island Community Association.

ARTICLE TWO  
NON-PROFIT CORPORATION

The corporation is a non-profit corporation, formed pursuant to the Texas Business Organizations Code (the "Code").

ARTICLE THREE  
DURATION

The period of duration is perpetual.

ARTICLE FOUR  
PURPOSES

The purpose for which the corporation is organized is to be the neighborhood association for a development of single family housing in Harris County, Texas and Waller County, Texas.

ARTICLE FIVE  
POWERS

Except as otherwise provided in this Certificate, the corporation shall have all of the powers provided in the Code. Moreover, the corporation shall have all implied powers necessary and proper to carry out its express powers. The corporation may pay reasonable compensation to members, directors and officers for services rendered to or for the corporation in furtherance of one or more of its purposes set forth above, as provided in the bylaws of the corporation.

ARTICLE SIX  
RESTRICTIONS AND REQUIREMENTS

The corporation shall not pay dividends or other corporate income to its members, directors or officers or otherwise accrue distributable profits or permit the realization of private gain. The corporation shall have no power to take any action prohibited by the Code.

ARTICLE SEVEN  
MEMBERSHIP

The corporation shall have two classes of members as provided in the Declaration of Covenants, Conditions and Restrictions for Cane Island, recorded in the Real Property Records of Waller County, Texas, and Harris County, Texas.

ARTICLE EIGHT  
INITIAL REGISTERED OFFICE AND AGENT

The street address of its initial registered office is 814 Avenue C, Katy, Texas 77493, and the name of its initial registered agent at such address is Daniel Joseph Naef.

ARTICLE NINE  
BOARD OF DIRECTORS

The number of directors constituting the initial board of directors is three (3), and the names and addresses of the persons who are to serve as directors are:

Daniel Joseph Naef	901 North Green Valley Parkway Suite 150 Henderson, Nevada 89074
Mathew K. Lawson	901 North Green Valley Parkway Suite 150 Henderson, Nevada 89074
Brian Aarseth	901 North Green Valley Parkway Suite 150 Henderson, Nevada 89074

The number of directors may be increased or decreased by adoption or amendment of the bylaws, and/or resolution of the Board of Directors, however the number of directors shall never be less than three. In electing directors, members shall not be permitted to cumulate their votes.

ARTICLE TEN  
LIMITATION ON LIABILITY OF DIRECTORS

A director is not liable to the corporation or members for monetary damages for an act or omission in the director's capacity as director except to the extent otherwise provided by statute in the State of Texas.

ARTICLE ELEVEN  
INDEMNIFICATION

The corporation may indemnify a person who was, is, or is threatened to be made a named defendant or respondent in litigation or other proceedings because the person is or was a director or other person related to the corporation as provided by the provisions in the Code governing indemnification. As provided in the bylaws, the board of directors shall have the power to define the requirements and limitations for the corporation to indemnify directors, officers and others related to the corporation.

ARTICLE TWELVE  
ORGANIZER

The name and address of the organizer is:

Mathew K. Lawson  
901 North Green Valley Parkway, Suite 150  
Henderson, Nevada 89074

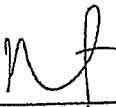
ARTICLE THIRTEEN  
DISSOLUTION

Upon dissolution, the assets of the corporation shall be dedicated to a public body, or conveyed to a non-profit organization with a similar purpose as the corporation.

ARTICLE FOURTEEN  
AMENDMENT

Except as otherwise allowed by the Code, this Certificate of Formation may be amended only with the consent of two-thirds (2/3rds) of the members of the corporation present at a meeting called for that purpose, in person or by proxy.

EXECUTED, this 9<sup>th</sup> day of February, 2015.

  
\_\_\_\_\_  
Mathew K. Lawson, Organizer

BY-LAWS  
OF  
CANE ISLAND COMMUNITY ASSOCIATION

ARTICLE I  
Name, Principal Office, and Definitions

Section 1. Name. The name of the corporation is Cane Island Community Association (the "Association").

Section 2. Principal Office. The principal office of the Association shall be located in either Waller County, Texas, or Harris County, Texas. The Association may have such other offices, either within or outside the State of Texas, as the Board of Directors may determine or as the Association's affairs may require.

Section 3. Definitions. The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that certain recorded Declaration of Covenants, Conditions, and Restrictions for Cane Island (as it may be amended and supplemented from time to time, the "Declaration"), unless the context indicates otherwise.

ARTICLE II  
Members, Meetings, and Voting

Section 1. Eligibility. Membership in the Association shall be as set forth in the Declaration.

Section 2. Regular Meetings. The first meeting of the Members shall be held within one (1) year after the date of formation of the Association or sooner at the option of Declarant; thereafter, annual meetings of Members shall be held by October 1 of each year. All such meetings of Members shall be held at such place in Waller County, Texas, or Harris County, Texas, and at such time as specified in the written notice of such meeting which shall be given to all Members at least ten (10) days, but not more than sixty (60) days, prior to the date of such meeting. At such meetings, the Members shall transact such other business of the Association as may properly come before them and, after the expiration of the Development Period (or sooner as provided below), the Members shall elect, by written and signed ballots, a Board of Directors in accordance with the requirement of Article III, Section 1, of these By-Laws.

Section 3. Special Meetings. Special meetings of the Members may be called by the President as directed by a resolution of the Directors of the Board, or upon petition signed by a majority of Members and having been presented to the Secretary or Assistant Secretary of the Association. Said special meetings shall be called by delivering written notice to all Members not less than ten (10) days or more than sixty (60) days prior to the date of said meeting stating the date, time and place of said special meeting and the matters to be considered. Any such meetings shall be

held after the first annual meeting and shall be held within thirty (30) days of receipt by the President of such resolution or petition.

Section 4. Delivery of Notice of Meetings. Notices of meetings may be delivered either personally or by mail, facsimile or email to a Member at the address given to the Board by said Member for such purpose.

Section 5. Voting. Voting by the membership shall be as set forth in the Declaration. Methods of voting shall be all methods allowed by law.

Section 6. Quorum. A quorum of Members for any meeting shall be constituted by Members represented in person or by proxy and holding at least ten percent (10%) of the votes entitled to be cast at said meeting.

Section 7. Rules of Meetings. The Board may prescribe reasonable rules for the conduct of all meetings of the Board and Members.

Section 8. Proxies. Votes may be cast in person or by written proxy. No proxy shall be valid after eleven (11) months from the date of its execution. All proxies must be filed with the Secretary of the Association before the appointed time of such meeting.

Section 9. Definitions. The words used in these By-Laws shall have the same meaning as set forth in the Declaration.

### **ARTICLE III** **Board of Directors**

Section 1. Number, Election and Term of Office. The Board of Directors of the Association ("Board") shall initially consist of three (3) Members ("Directors"). Until the expiration of the Development Period (however such right to appoint may be subject to earlier termination according to the terms hereof), the Board governing the affairs of the Association shall be appointed by the Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant, unless the Declarant shall earlier surrender this right to appoint the Directors. The names of the initial Directors appointed by Declarant are set forth in the Certificate of Formation of the Association. At the first meeting of the Association after the expiration of the Development Period (or earlier as set forth below), there shall be elected to the Board by vote of the Members any seven (7) Members of the Association, who shall thereafter govern the affairs of the Association until their successors have been duly elected and qualified. Those candidates for election as Director receiving the greatest percentage of the votes cast either in person or by proxy at the meeting shall be elected.

Notwithstanding anything to the contrary above, even though the Development Period may not yet have terminated, at least one-third of the members of the Board of Directors must be elected by the Class A Members on or before the earlier of: (i) 120 days after 75% of the lots that may be created and made subject to the Declaration are conveyed to Class A Members (this includes all

additional lots that are anticipated by the Declarant to be annexed into the Properties and into the jurisdiction of the Association); or (ii) ten years from the date the Declaration is recorded.

At the first meeting of the Association after the expiration of the Development Period (or earlier as set forth above), the term of office of four (4) Directors shall be fixed at two (2) years and the term of office of three (3) Directors shall be fixed at one (1) year, and all Directors shall hold office for such term and until the Director's successor shall be elected and qualified; and at each annual meeting thereafter, the Members shall elect a Director for a term of two (2) years to fill each expiring term.

The number of Directors may be increased or decreased by resolution of the Board; provided however, that the number of Directors shall not be reduced to less than three (3) nor increased to more than seven (7).

Section 2. Qualifications. Each Director (except a Director appointed by the Declarant) shall be a Member (or, if a Member is a trustee of a trust, a Director may be a beneficiary of such trust, and if a Member or such beneficiary is a corporation or partnership, a Director may be an officer, partner or employee of such Member or beneficiary). If a Director shall cease to meet such qualifications during his or her term, he or she shall thereupon cease to be a Director and be deemed to have resigned and his or her place on the Board shall be deemed vacant.

Section 3. Vacancies. Any vacancy occurring on the Board caused by death, disability or resignation shall be filled by majority vote of the remaining Directors thereof, even though they may constitute less than a quorum. Any Director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the Director whom he or she succeeds.

Section 4. Meetings. A regular annual meeting of the Board shall be held within ten (10) days following the regular annual meeting of Members. Special meetings of the Board shall be held upon a call by the President or by a majority of the Board on not less than seventy-two (72) hours notice in writing to each Director, delivered personally or by mail or telegram. Any Director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A Director's attendance at a meeting shall constitute his or her waiver of notice of said meeting. If required by law, Board meetings shall be open to the Members and notice shall be given to all Members as required.

Section 5. Removal. Any Director (except a Director appointed by the Declarant) may be removed from office for cause by a majority vote of Members entitled to vote at any annual or special meeting of the Association, duly called, if allowed by law. If removed, then a replacement shall be elected as Director at such annual or special meeting by majority vote of Members entitled to vote, after nominations from the floor.

Section 6. Compensation. Directors shall receive no compensation for their services as Directors, unless expressly provided for in resolutions duly adopted by a majority of the Members.



Section 7. Board of Directors' Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and, except as herein set out, the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time for periods of no longer than 30 days until a quorum is obtained or until a conclusion can be reached. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 8. Voting. An affirmative vote of a majority of those Directors present at a meeting at which a quorum is in attendance shall be necessary to transact business.

Section 9. Powers and Duties. The Board shall have the following powers and duties:

- (a) to elect and remove the officers of the Association as hereinafter provided;
- (b) to administer the affairs of the Association and the Property, and to change the name of the Association, if appropriate;
- (c) to formulate policies for the administration, management and operation of the property held for the use and benefit of all Members ("Common Area");
- (d) to adopt rules and regulations, with written notice thereof to all Members, governing the administration, management, operation and use of the Common Area, and to amend such rules and regulations from time to time;
- (e) to provide for the maintenance, repair and replacement of the Common Area and payments therefor, and to approve payment vouchers or delegate such approval to the officers or a managing agent;
- (f) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Common Area and to delegate any such powers to a managing agent (and any such employees or other personnel who may be the employees of a managing agent);
- (g) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board;
- (h) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;
- (i) to collect all assessments, fees and charges provided for in any covenants and restrictions imposed in the Cane Island Subdivision and to use the proceeds therefrom for the purposes set forth in such covenants and restrictions and in the Certificate of Formation of the

Association.

(j) to establish bank accounts which are interest bearing or non-interest bearing, and to otherwise invest the funds of the Association, as may be deemed advisable by the Board;

(k) to borrow money, including but not limited to borrowing money from the Declarant to fund and operate the Association, execute and deliver promissory notes and execute and deliver any and all other documentation necessary to properly document such borrowing, except that no mortgages shall be granted that encumber the Common Area;

(l) to enter such contracts and agreements relating to the providing of maintenance, management and operational services as the Board may deem advisable;

(m) to enter such leases and easements of portions of the Common Area as the Board may deem advisable; and

(n) to exercise all powers and duties of the Members as a group referred to in Chapter 22, Nonprofit Corporations, of the Texas Business Organizations Code, and all powers and duties of the Board referred to in these By-Laws; and

(o) in general, to carry on the administration of the Association and to do all of those things necessary and/or desirable in order to carry out the governing and operating of the Association.

Section 10. Non-Delegation. Nothing in this Article or elsewhere in these By-Laws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which, by law, have been delegated to the Members.

Section 11. Telephone Attendance. At any meeting of the Board, a Director may attend by telephone, radio, television or other similar means of communication, provided the means permit the Director personally to participate in the meeting such that all Directors can hear and be heard. A Director so attending shall be deemed to be present at the meeting for all purposes, including a determination as to whether a quorum is present.

ARTICLE IV

Officers

Section 1. Designation. At each regular annual meeting of the Board, the Directors present at said meeting shall elect the following officers of the Association by a majority vote:

(a) a President who shall be a Director and who shall preside over the meetings of the Board and of the Members, and who shall be the chief executive officer of the Association;

(b) a Secretary, who shall keep the minutes of all meeting of the Board and of the Members, and who shall, in general, perform all the duties incident to the office of Secretary, and who may be a representative of the Managing Agent and who may also be Treasurer;

(c) a Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported;

(d) such additional officers as the Board shall see fit to elect.

Section 2. Powers. The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

Section 3. Term of Office. Each officer shall hold office for the term of one year and until his successor shall have been appointed or elected and qualified.

Section 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the Board at a special meeting of said Board. Any officer so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds. Any officer may be removed for cause at any time by vote of a majority of the total membership of the Board at a special meeting thereof.

Section 5. Compensation. The officers shall receive no compensation for their services as officers, unless expressly provided for in a resolution duly adopted by a majority of the Members.

#### ARTICLE V Amendments

The By-Laws may be altered, amended, or repealed and new By-Laws may be adopted by the vote of at least seventy percent (70%) of all of the members of the Board of Directors; and the provisions of these By-Laws which are covered by the Certificate of Formation of the Association may not be amended except as provided in the Certificate of Formation or applicable law.

#### ARTICLE VI Fiscal Year

The fiscal year of the Association shall be the calendar year unless otherwise fixed by the Board from time-to-time.

#### ARTICLE VII Indemnification

Section 1. When Indemnification is Required, Permitted and Prohibited.

(a) The Association shall indemnify a Director, officer, committee member, employee, or agent of the Association who was, is, or may be named defendant or respondent in any proceeding as

a result of his or her actions or omissions within the scope of his or her official capacity in the Association. For the purposes of this article, an agent includes one who is or was serving at the request of the Association as a Director, officer, partner, venturer, proprietor, trustee, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise. However, the Association shall indemnify a person only if he or she acted in good faith and reasonably believed that the conduct was in the Association's best interests. In a case of a criminal proceeding, the person may be indemnified only if he or she had no reasonable cause to believe that the conduct was unlawful. The Association shall not indemnify a person who is found liable to the Association or is found liable to another on the basis of improperly receiving a personal benefit. A person is conclusively considered to have been found liable in relation to any claim, issue, or matter if the person has been adjudged liable by a court of competent jurisdiction and all appeals have been exhausted.

(b) The termination of a proceeding by judgment, order, settlement, conviction or on a plea of nolo contendere or its equivalent does not necessarily preclude indemnification by the corporation.

(c) The Association shall pay or reimburse expenses incurred by a Director, officer, Member, committee member, employee, or agent of the Association in connection with the person's appearance as a witness or other participation in a proceeding involving or affecting the Association when the person is not a named defendant or respondent in the proceeding.

(d) In addition to the situations otherwise described in this paragraph, the Association may indemnify a Director, officer, Member, committee member, employee, or agent of the Association to the extent permitted by law. However, the Association shall not indemnify any person in any situation in which indemnification is prohibited by the terms of Section 1(a) above.

(e) Before the final disposition of a proceeding, the Association may pay indemnification expenses permitted by the By-Laws and authorized by the Association. However, the Association shall not pay indemnification expenses to a person before the final disposition of a proceeding if the person is a named defendant or respondent in a proceeding brought by the Association or one or more Members, or the person is alleged to have improperly received a personal benefit or committed other willful or intentional misconduct.

(f) If the Association may indemnify a person under the By-Laws, the person may be indemnified against judgments, penalties, including excise and similar taxes, fines, settlements, and reasonable expenses (including attorney's fees) actually incurred in connection with the proceeding. However, if the proceeding was brought by or on behalf of the Association, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding.

## Section 2. Procedure Relating to Indemnification Payments.

(a) Before the Association may pay any indemnification expenses (including attorney's fees), the Association shall specifically determine that indemnification is permissible, authorize

indemnification, and determine that expenses to be reimbursed are reasonable, except as provided in Section 2(c) below. The Association may make these determinations and decisions by any one of the following procedures:

(i) Majority vote of a quorum consisting of Directors who, at the time of the vote, are not named defendants or respondents in the proceeding.

(ii) If such a quorum cannot be obtained, by a majority vote of a committee of the Board of Directors, designated to act in the matter by a majority vote of all Directors, consisting solely of two or more Directors who at the time of the vote are not named defendants or respondents in the proceeding.

(iii) Determination by special legal counsel selected by the Board of Directors by vote as provided in Section 2(a)(i) or 2(a)(ii) or if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all Directors.

(iv) Majority vote of Members, excluding Directors who are named defendants or respondents in the proceeding.

(b) The Association shall authorize indemnification and determine that expenses to be reimbursed are reasonable in the same manner that it determines whether indemnification is permissible. If the determination that indemnification is permissible is made by special legal counsel, authorization of indemnification and determination of reasonableness of expenses shall be made in the manner specified by Section 2(a)(iii) above, governing the selection of special legal counsel. A provision contained in the articles of incorporation, the By-Laws, or a resolution of Members or the Board of Directors that requires the indemnification permitted by Section 1, above, constitutes sufficient authorization of indemnification even though the provision may not have been adopted or authorized in the same manner as the determination that indemnification is permissible.

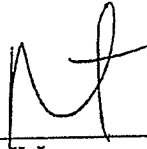
(c) The Association shall pay indemnification expenses before final disposition of a proceeding only after the Association determines that the facts then known would not preclude indemnification and the Association receives a written affirmation and undertaking from the person to be indemnified. The determination that the facts then known to those making the determination would not preclude indemnification and authorization of payment shall be made in the same manner as a determination that indemnification is permissible under Section 2(a) above. The person's written affirmation shall state that he or she has met the standard of conduct necessary for indemnification under the By-Laws. The written undertaking shall provide for repayment of the amount paid or reimbursed by the Association if it is ultimately determined that the person has not met the requirements for indemnification. The undertaking shall be an unlimited general obligation of the person, but it need not be secured and it may be accepted without reference to financial ability to make repayment.

(d) Any indemnification or advance of expenses shall be reported in writing to the Members of the Association. The report shall be made with or before the notice or waiver of notice of the next membership meeting, or with or before the next submission to Members of a consent to

action without a meeting. In any case, the report shall be sent within the 12-month period immediately following the date of the indemnification or advance.

**ARTICLE VIII**  
**Conflicts**

In case of any conflict between the Certificate of Formation and these By-Laws, the Certificate shall control. Should all or part of any Article of these By-Laws be in conflict with the provisions of Chapter 22, Nonprofit Corporations, of the Texas Business Organizations Code or any other Texas law, such act or law shall control.



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Mathew K. Lawson,  
Secretary of the Association  
Effective Date: February 4, 2015

ER 067 - 05 - 0844

## INTRODUCTION

### 1.1 Purpose

Cane Island is a master-planned community located within the City of Katy, Texas. These New Home Construction Design Guidelines (Guidelines) have been established by Rise Communities (Declarant) to ensure a consistent standard of quality throughout the community while providing a framework to accommodate varying tastes, materials and building methods. These Guidelines are intended to guide the physical development of Cane Island and all improvements to lots within the community.

### 1.2 Amendments

The Guidelines may be amended at any time by the Declarant. All amendments shall become effective upon recordation in the Official Public Records of Fort Bend County, Texas. Amendments shall not apply retroactively so as to require modification or removal of work already approved and completed or approved and in progress. It is the responsibility of each Applicant to ensure that they have the most current edition of the Guidelines and every amendment thereto.

## ARCHITECTURAL CONTROL COMMITTEE

### 2.1 Organization

All plans for proposed construction within Cane Island, including lot improvements, new home construction, home improvements, landscape improvements or signage improvements, shall be reviewed by the Architectural Control Committee (ACC). The ACC shall be established by the Master Association and shall review all plans for any new construction within a subdivision. The ACC will also review all variances requested by a Builder or Homeowner.

### 2.2 Liability of ACC

The primary goal of the ACC is to review plans, specifications, materials and samples to determine if the proposed improvements comply with the requirements of these Guidelines. The ACC's review is limited to design compliance only, and it assumes no responsibility for non-design compliance issues including but not limited to:

1. The structural adequacy, quality, capacity, safety or performance capabilities of the proposed improvement or structure and materials used therein.

2. Soil conditions such as compaction, erosion and stability.
3. Compliance with any or all building codes and safety-related codes, ordinances, statutes and other governmental laws and regulations.
4. Contractor performance or quality-of-work issues.

### 2.3 Professional Advice

The ACC may seek professional advice from Architects, landscape architects and/or engineers to review all or part of any Application. Additionally, the ACC may at its sole discretion charge the Applicant for the actual cost of all or part of these services.

### 2.4 Subcommittees

The Master Association may establish subcommittees to review specific Applications. For instance, the Master Association may establish a Subdivision Subcommittee to review Subdivision improvements.

## REVIEW PROCESS

### 3.1 Responsibility for Compliance

Each Applicant is responsible for ensuring that all of the Applicant's representatives, including the Applicant's architect, engineer, contractors, subcontractors, and their agents and employees, are aware of these Design Guidelines and all requirements imposed by the ACC as a condition of approval.

### 3.2 Timing of Reviews

The ACC will attempt to review all applications and submittals within thirty (30) days of submittal. Please be advised that in the event that any plans and specifications are submitted to the ACC and the ACC fails to either approve or reject such plans and specifications within thirty (30) days following the submission, the plans and specifications will automatically be deemed disapproved.

### 3.3 Pre-submittal Meeting



It is recommended that the Applicant and any consultants retained by the Applicant arrange for a pre-submittal meeting with the Declarant, prior to submitting the Application and prior to initiating any detailed design studies.

#### 3.4 Final Application

All applicants must submit a final application to the ACC as described in Section 4.2.

#### 3.5 Application to City of Katy

In addition to review by the ACC, the Applicant shall be responsible for submitting all plans to the City of Katy as required by the City's code of ordinances.

#### 3.6 Application Approval

The ACC shall review each application and approve if in full compliance with these Guidelines. If the application is non-compliant, the ACC will request and/or recommend revisions to those aspects of the application that are inconsistent with the Guidelines. An application requiring revisions shall be completed and resubmitted within 30 days or will be deemed withdrawn. Official ACC approval of any application will occur in writing.

#### 3.7 Variances & Appeals

The ACC has the authority, at its sole discretion, to deviate from the requirements contained in these Guidelines in extenuating circumstances that would create an unreasonable hardship or burden for the Applicant. Financial hardship or building without prior approval cannot be used for variance justification. Before approving any variance or appeal, consistency with the objectives and general intent of the plan must be demonstrated by the Applicant.

Variance requests are evaluated on a case-by-case basis. In the event a variance is approved, future variance requests may still be denied for the same request. Variance need to be specifically defined on all Applications. In the event a Variance is not noted on any Application and the Application is approved, the Variance is not approved.

#### 3.8 Minor Applications

Certain design review Applications can be considered Minor Applications and can be approved without going through the full Application process. The determination of whether an Application is minor will be made by the ACC, at its sole discretion, after receipt of the Preliminary Application. Such Minor Applications include, but are not limited to, minor structural changes to building exteriors, changes in color scheme, the addition of skylights or solar panels atop roofs and minor landscaping projects.

### 3.9 Requests for Reconsideration

If an Application or any part thereof, has been denied or has been approved subject to conditions, the Applicant may request a meeting with the ACC to review and reconsider the disputed issues. Within 10 calendar days after such a meeting, the ACC will advise the Applicant of its final decision in writing. Should the ACC not respond within 10 calendar days, the request shall be deemed denied.

### 3.10 Application Withdrawal

An Application for withdrawal may be made without prejudice, provided the request for withdrawal is made in writing and filed with the ACC before review and/or action on the Application.

### 3.11 Design Document Changes

The Applicant shall notify the ACC before making any changes to the approved plans. A letter with applicable support data shall be submitted to the ACC for the file. Any major deviation (as solely determined by the ACC) may require full ACC approval before start of the changes and most certainly will require Minor Application Approval.

### 3.12 Inspections

After ACC approval of the Application, the construction, alteration or other work described therein shall be commenced and completed in accordance with the rules set forth in the Covenants, Conditions and Restrictions (CC&Rs), the ACC shall have the right but not the obligation to enter the Lot or premises and inspect the project for compliance with the Design Guidelines at any time, without advance notice to the Builder or Homeowner and without fear of trespass and liability.

## APPLICATION REQUIREMENTS

### 4.1 General Requirements

Copies of complete and accurate design and construction documents along with the Application form shall be submitted for review by the ACC. A copy of the Application form can be found herein. No Application review will begin until a complete Application has been submitted to the ACC. The submittal shall consist of three (3) sets of prints and supplementary specifications. Minimum submittal requirements shall include the following information:

#### 4.2 Application

The Applicant shall submit a completed application form together with the following:

1. Site Plan including:
  - Building setbacks, easements and right-of-way identification plot plan
  - Lot fencing
  - House, garage, sidewalk and driveway layout
  
2. Architectural Plans including:
  - Description and color of materials to be used for the residence
  - Final architectural plans of drawings including:
    - Floor plans at 1/8 inch equals 1 foot minimum scale
    - Exterior elevation at 1/8 inch equals 1 foot minimum scale
  - Site Plan at an appropriate scale
  - Submittal of material samples
  - Sketches or Plans of front elevations (and side and rear elevations if visible from any street) of each residence
  - Landscape planting including landscape materials that include walls, fences, textured paving, gravel, mulch, site furnishings, stucco, paint, stain and other visible exterior finishes
  - Time schedule with anticipated dates for start and end construction, and utility hook-ups
  - Variance requests should be specifically called out on the Final Application. In the event a Variance is not noted on the Application and the Application is approved, the Variance is not approved.

Samples of exterior materials and colors shall be provided, including but not limited to roof material, paint color, stone, stucco application, window and glass specifications and accent items. These shall be mounted on a board 24" X 36" in size clearly marked with Applicant's name, filing date and Lot number.

The landscape plan shall include a plant material schedule indicating the minimum size and quantity of all proposed plants.

No construction or alteration of any land, building, structure or improvement shall be commenced, erected or maintained upon until the application has been approved.

## LOT STANDARDS

### 5.1 General

All lot improvements in Cane Island are to be developed and maintained by the Builder in accordance with these Guidelines and all applicable City ordinances and agreements. The Builder is required to comply with all ordinances and development standards approved by governmental agencies having jurisdiction over the Project. Utility connections for each lot are the responsibility of the Builder and must be permitted through the appropriate jurisdiction.

### 5.2 Building Setbacks

Buildings shall adhere to the following setbacks from the front or side lot line:

Street Classification	Building Setback from Front Lot Line	Building Setback from Interior Side Lot Line	Building Setback from Corner Side Lot Line
Major Thoroughfare	(Not Applicable)	(Not Applicable)	20'
Collector Street	25'	5'/0'*	10'
Residential Street	20'	5'/0'*	10'

\* An interior side yard setback of zero feet shall be permitted provided that two residences on adjoining lots have a minimum exterior wall to wall separation of at least 10 feet.

For homes constructed on a zero lot-line, eaves may extend across the property line no more than twenty-four (24) inches. A maintenance easement will be required on all adjacent zero-lot line lots. Gutters shall not be directed toward the adjacent property.

On zero lot-line homes, side entry garages may encroach ten (10) feet into the front yard setback. Side entry garages cannot be located across the street from one-another.

### 5.3 Building Height

Buildings shall not exceed forty five (45) feet in height and shall not exceed two and one-half (2½) stories. Buildings in zero-lot line subdivisions shall not exceed one and one-half (1½) stories and the one-half (½) story cannot exceed 25% the first floor square footage.

#### 5.4 Greenbelt & Lake Lots

Greenbelt and lake lots should preserve open space views from each lot. Conversely, lots should be equally pleasing when viewed from greenbelts, lakes and any other open space areas. Detached garages are discouraged on greenbelt or lake lots. Metal fencing is required in the rear lot lines each greenbelt and lake lot. Refer to the Section 5.15, Fencing - Types, for details.

#### 5.5 Garages - General

The location and design of garages has a significant impact on the character of a residential street. Wherever possible, garages should be detached and located behind the major façade of the home or should be accessible from a side street.

#### 5.6 Detached Garages

All detached garages shall connect to the home with a covered breezeway. On corner lots, detached garages are encouraged to face side streets whenever possible to reduce the visual impact on the front street. Where facing the side street, the garage door shall be set back at least eighteen (18) feet from the right-of-way line so that passenger vehicles parked in front of the garage do not extend across the public sidewalk and impede pedestrian activity. Detached side-loaded garages along the side street are prohibited from taking driveway access to the front street. Attached garages shall comply with the standard setbacks established in Section 5.2. Architectural design guidelines for garages are provided in Sections 6.8 and 6.9.

#### 5.7 Attached Garages

Where front loaded attached garages are utilized, the garage door must be recessed a minimum of twelve inches (12") from the major façade of the house. A porte cochere or overhang, constructed of the same materials as the house is encouraged.

For zero lot-line lots, side entry garages may be utilized. Side entry garages may encroach into the front yard setback by ten (10) feet. Side entry garages cannot be located across the street from one-another.

## 5.8 Driveways

Builders are required to make all driveway connections comply with all municipal approval and permitting procedures. Driveways shall be a minimum of 20 feet long by 18 feet wide adjacent to the garage for two-garages and 20 feet long by 27 feet wide adjacent to the garage for three-car garages. Driveways shall be setback a minimum of five (5) feet from interior and corner side lot lines. Zero-lot line homes shall have driveways setback a minimum of two (2) feet from the interior side lot line.

The use of decorative paving and integral color concrete is encouraged within the driveway. The design should complement the length and width of the driveway and must be approved by the ARC.

## 5.9 Motor Courts

Motor courts, turnarounds or circular drives are encouraged, but shall not cover more than 75% of an entire front yard. The remaining 25% shall be planted in trees, shrubs, ornamental grasses, groundcover and turf. A variety of materials built in accordance with Section 6.3 may be used in lieu of concrete. Stamped and integral color concrete, interlocking pavers, concrete with brick borders, and exposed aggregate concrete paving are allowed. Additional materials may be approved by the ACC.

Motor courts, turnarounds and circular drives shall be set back at least three (3) feet from the building foundation.

## 5.10 Sidewalks – General

The Builder shall be responsible for constructing a four foot (4') sidewalk within the public street right-of-way adjacent to all single family lots. All sidewalks must comply with City requirements and the standards defined by the Americans with Disabilities Act (ADA).

Sidewalk control joints shall be located, at a minimum, every five feet (5'), and expansion joints shall be located, at a minimum, every twenty feet (20'). Cold joints are prohibited.

Sidewalks must be flush with any manholes or valve boxes. The builder shall be responsible for the cost associated with any manhole or valve box adjustments and coordination with the City. Sidewalks shall be installed prior to home occupancy.

## 5.11 Sidewalks – Interior Lots

The Builder shall be required to construct the four foot (4') wide sidewalk, parallel to the street, from side property line to side property line. Builders are encouraged to construct a pedestrian walkway from the street curb, across the sidewalk to the front door of the home. The ACC shall review exceptions for homes with motor courts, turnarounds or circular drives.

#### 5.12 Sidewalks – Corner Lots

The Builder shall be required to construct the four foot (4') wide sidewalk, parallel to both streets, from property line to property line.

#### 5.13 Fencing - General

Fencing shall be built in accordance with the Perimeter Wall Plan. Perimeter fences adjacent to highly-visible landscape reserves will generally be built by the Developer. The Builder will be responsible for constructing fences on lots adjoining other lots, residential street rights-of-way, greenbelts and lakes. Wood, masonry and metal fences are permitted subject to specifications set forth. All fences visible to the public shall have the finished side facing out. All back yards shall be completely fenced in. Chain link fences are prohibited.

Fences shall be used to screen air conditioning units, utility meters (if allowed by utility company), and other mechanical equipment from public view. Fences shall include pedestrian gates to provide access to backyards. On corner lots, gates shall not directly face the side street, except where a detached garage faces the side street.

#### 5.14 Fencing - Setbacks

No fences are permitted within the minimum front yard building setback. Side yard fences that face the street shall be set back at least ten feet (10') from the front façade.

On corner lots, fences shall be set back at least five (5) feet from the side street right-of-way line in order to provide landscaping between the required sidewalk and fence. On corner lots where the rear yard adjoins the side yard of an adjacent lot, the corner lot fence along the side street shall angle back 45° at least seven (7) feet from the rear lot line in order to enhance visibility of the adjacent lot.

#### 5.15 Fencing Types

Primary Theme Wall fencing will be constructed by the developer. The Builder is responsible for fencing types described herein.

Secondary Theme Wall fencing is located in key areas as depicted on Perimeter Wall Plan. The Secondary Theme Wall fence is made of wood and must follow the specifications set forth below.

View Fences alongside or rear lot lines adjacent to greenbelts, lakes and other amenity areas shall generally be constructed in accordance with the view fencing detail below and the Perimeter Wall Plan so to allow visibility through the fence. Such fences shall be six feet (6') tall. Pedestrian gates are permitted within the fence adjacent to the greenbelt or lake but will require approval by the ACC.

Lot Line Wood fencing is installed between all lot lines and side yards where View Fencing, Secondary Theme Walls and Theme Walls are not installed per the Perimeter Wall Plan.

1. Secondary Theme Wall

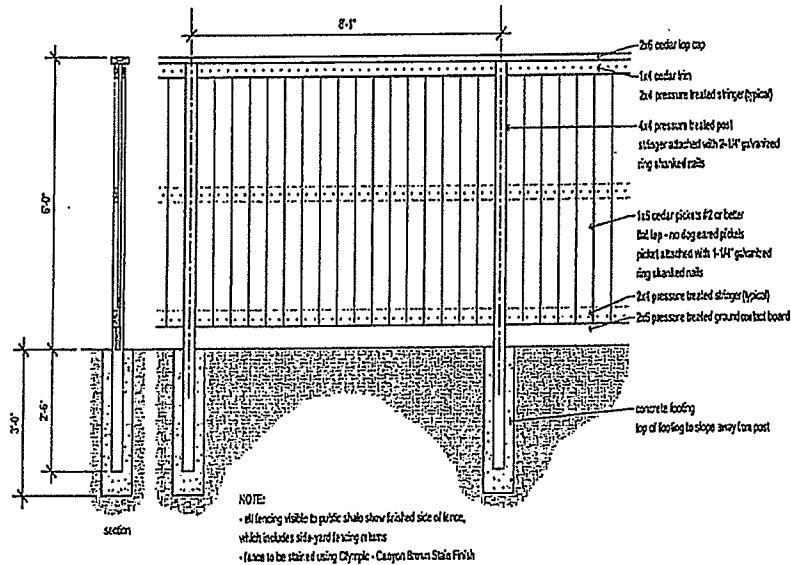


EXHIBIT 5-1



2. View Fencing

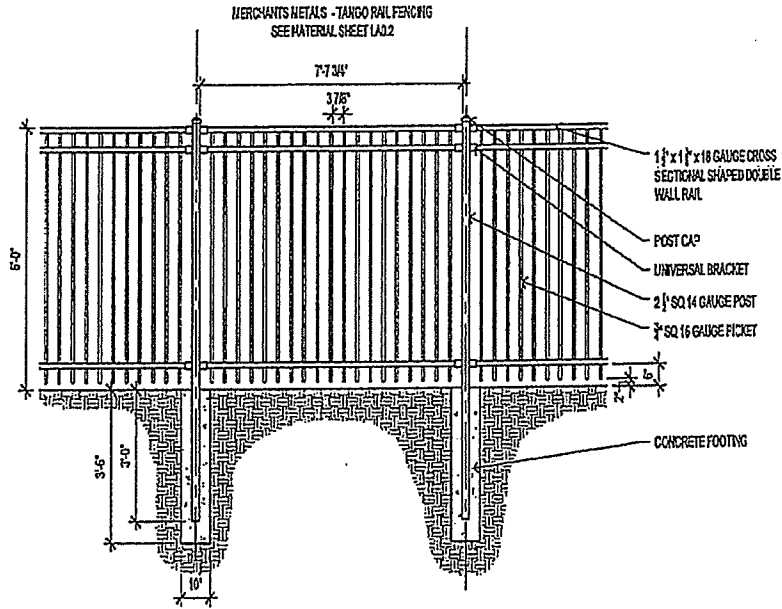


EXHIBIT 5-2

3. Lot Line Wood Fencing

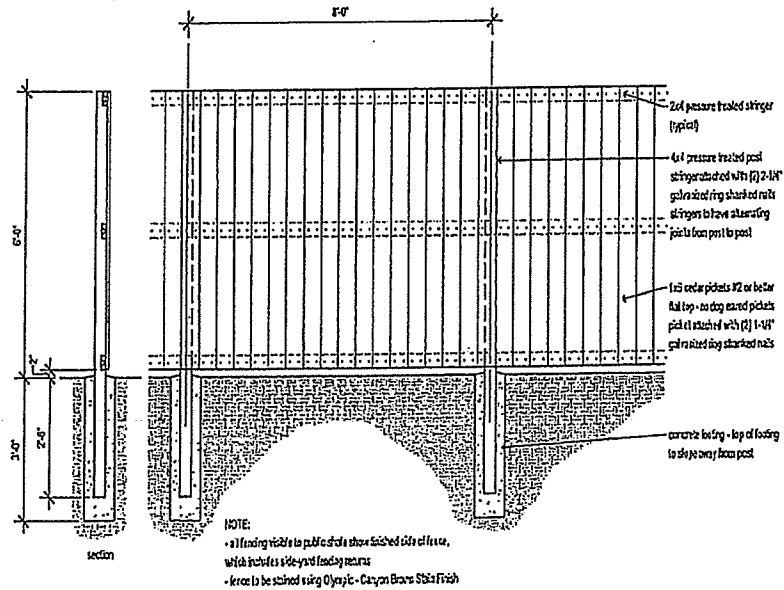


EXHIBIT 5-3

### 5.16 Lot Drainage

The Developer will grade the lots in accordance with the grading plans for the Subdivision. The Builder is responsible for providing positive drainage away from the building for all types of water runoff including rainfall, irrigation and air conditioning condensate. The Builder should exercise caution in establishing the building foundation and driveway elevations in order to provide adequate lot drainage that does not negatively impact adjacent lots or landscape reserves. On all types of lots, side yard swales shall ensure that water runoff does not flow onto the adjoining lot.

## ARCHITECTURAL GUIDELINES

### 6.1 House Square Footage

Lot Width (feet)	Product Type	Home Square Footage
50	Standard	1,750 – 2,750
60	Standard	2,300 – 3,400
70	Standard	2,800 – 4,700
80	Standard	3,200 – 5,500
100	Standard	>3,500 (1-story), >3,700 (2-story)
55	Zero-lot line	2,200 – 2,855
65	Zero-lot line	2,400 – 3,600

### 6.2 Plan Repetition

Floor plans and elevations within a particular neighborhood shall be staggered to reduce repetitive views. The ACC shall approve all plan locations prior to construction. The ACC may issue variances if needed to allow Builders to modify individual architectural features or roof lines for floor plans and elevations proposed within close proximity to one another.

Repeating floor plans and elevations should be spaced as follows:

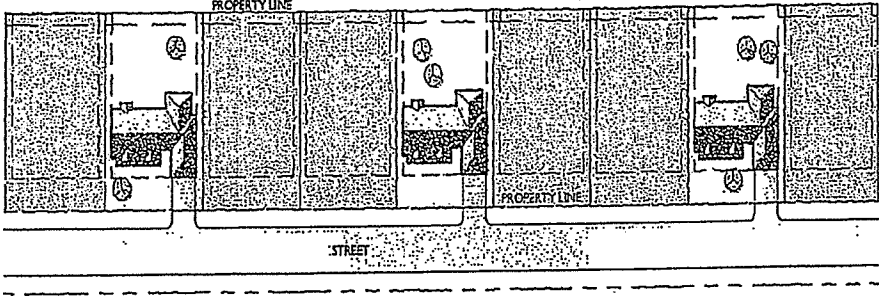


EXHIBIT 6-1: Same Plan, Different Elevation, Same Side of Street: two full lots shall separate homes that share a floor plan, have different elevations, but occur on the same side of the street.

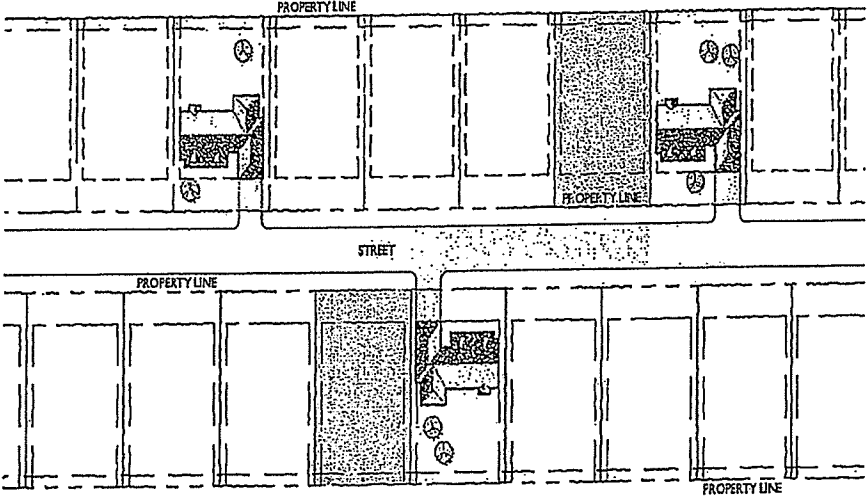


EXHIBIT 6-2: Same Plan, Different Elevation, Opposite Side of Street: one full lot must separate homes that share a floor plan, have different elevations, but occur on opposite sides of the street.

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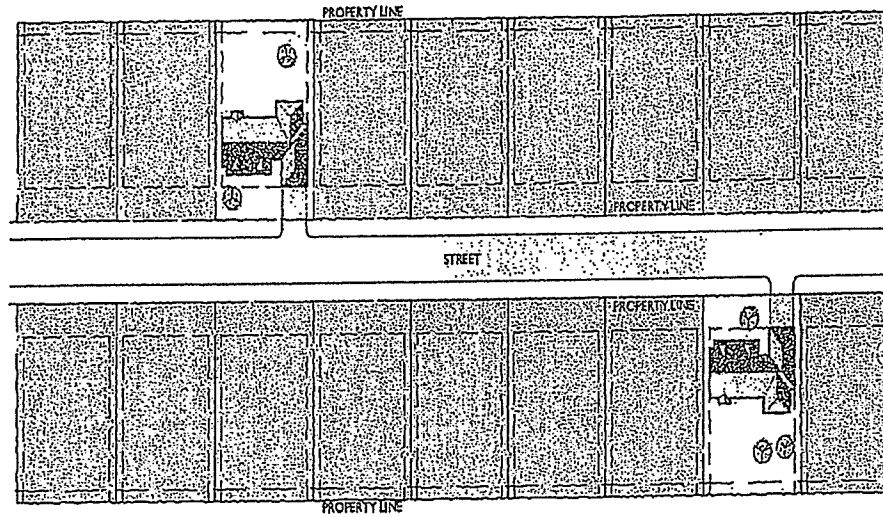


EXHIBIT 6-3: Same Plan, Same Elevation, Different/Same Side of Street: if homes share the same plan and elevation, four full lots must separate similar elevations. In addition, similar elevations are not allowed to face opposite one another.

### 6.3 Exterior Elevations

All exterior elevations shall be designed with the public view in mind. Although priority, in the form of special architectural features, should be given to those elevations which face public streets or open spaces, the Builder should assume that all elevations will be seen at some point from varying angles. For this reason continuity between colors, materials, and architectural details should exist on each home.

At a minimum, the front elevation of all dwellings shall have recessed windows and entrance doors, or pop-outs of other architectural detailing around windows, entrance doors and garage doors. In addition, the rear or side elevation of any dwelling, when the rear or side elevation faces a collector or major thoroughfare, shall have recessed windows, or pop-outs or other architectural detailing around the windows.

Homes in zero-lot line subdivisions shall be prohibited from having doors which are located on the zero-lot line side.

Side and rear elevations of homes exposed to view from parks and open space should accommodate design articulation similar to what is presented on the front elevation. Any foundation that extends above the grade more than twelve (12) inches shall be covered with the same material used in the façade of the home or the base of the home shall be clad in stone to a height of three feet to provide substantial, solid base.

All two-story homes should have single-story elements to avoid abrupt changes in elevation height and massing. Single story homes, or the single story elements of a two-story home, should be adjacent to side-streets on corner lots. If a building plan has a short and a long side, the short side should be oriented toward the street corner as well. Where possible, when a single story home and a two-story home are adjacent to one another, the single story elements of the two-story home should face the single story home to provide a sense of transition. All homes should include some variation of the ridge-line.

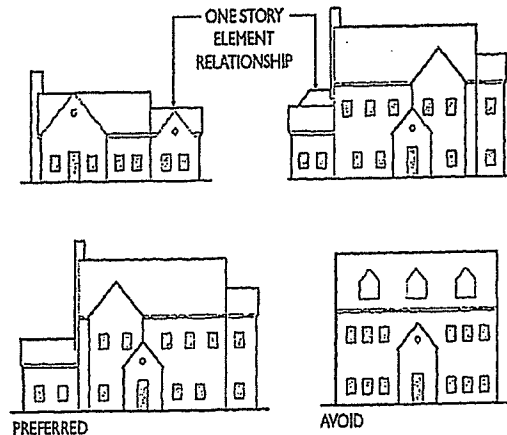


EXHIBIT 6-4

#### 6.4 Exterior Materials - General

A continuity of materials should run through all homes in each neighborhood. Materials which complement each other and are harmonious with surrounding homes should be carefully chosen to achieve continuity. Attention to design details should be paid where materials change; the change should not occur on an outside corner or occur abruptly. Instead, a change of materials should occur with the use of significant articulating architectural elements such as masonry columns or recessed windows.

Acceptable exterior building materials are:

- Brick
- Stone
- Cultured stone
- Stucco

- Fiber cement (Horizontal application only)
- LP Smartside or equal as determined by the building official
- Rot resistant accent material such as Cedar or Redwood, that is properly stained or preserved
- Aluminum, vinyl or wood windows – Aluminum to be bronze or white finish or approved substitute

When a variety of materials are used, the materials should be thoughtfully blended to avoid high contrast, abrupt transitions. The number of primary materials on exterior facades shall be limited to three (3) not including roof shingles, unless otherwise approved by the ACC.

### 6.5 Masonry Requirement

The Masonry Requirements are as follow:

Single and Multi-Story – Front Elevation – 100% mason/stucco  
Single Story – 80% of entire home with mason/stucco  
Multi-Story – 70% of entire home with mason/stucco

Architectural elements, such as dormers, are not subject to the masonry requirements above.

Mason/stucco is defined as follows:

- Brick
- Stone
- Cultured Stone
- Stucco

All mortar joints in masonry construction shall be tooled with mortar color complementary to the brick color

### 6.6 Roofing

All roofing materials and colors shall be submitted to the ACC for approval. Shingles shall be overlapped at valleys so that no valley flashing is exposed. Vent stacks and other utility-type roof penetrations must match the shingle color. Any subsequent roof material repair or replacement shall be the same material and color as originally installed by the Builder.

For all roofs, both vertical and horizontal articulation is encouraged. Roof articulation may be achieved by changes in the plant through the use of traditional roof forms such as gables, hips and dormers.

All roofs shall use simple pitched-roof forms ranging in slope from 3:12 to 14:12. A flat roof or mansard roof shall be prohibited unless such a roof is a secondary roof form on the structure. Any area of a roof that uses a flat-roof design shall incorporate a parapet wall or cornice element on all sides of the area.

Composition shingles, asphalt shingles, concrete tile, clay tile or other Class A-type roofing materials of a similar appearance shall be used on all sloped roofs. Several styles of colors of roofing materials should be offered and should be interspersed throughout. Wood shingle and wood shake shingle roof surfaces are not allowed.

Overhanging eaves or a projecting cornice detail shall be incorporated into the design of dwellings as a means of reducing heat buildup from the sun and adding protection to the sidewalls of the dwelling.

Solar panels may be installed. Solar panels shall be of a non-reflective material and colored to match the colors chosen for the home. Mechanical equipment and meters shall be screened from view. No equipment shall be allowed on the roof with the exception of solar panels.

Skylights are permitted provided they are suitably integrated into roof designs and are flush-mounted.

#### 6.7 Chimneys

Chimneys are desired but not required. Chimneys shall be at least two (2) feet in width by four (4) feet in length, and broader, more massive chimneys are encouraged. The chimney height should be proportional to the nearest roof ridge line and extend at least three (3) feet above the adjacent roof elevation. Chimneys shall be simple in design and proportion and use materials that are consistent the surrounding wall or appropriate accent materials (stone or brick). Chimney caps should repeat the fascia cornice treatments and integrate the trim colors. Exposed flues are prohibited.

#### 6.8 Garages - General

Garages facing a public street shall be in scale and harmony with the residence and all visible carports shall be designed as an integral part of the home. Garages shall have minimum dimensions of 20 feet by 20 feet with unobstructed space to a height of seven (7) feet. Garages shall be limited to three cars in width, and the use of tandem third-car garages is preferred to side by side three-car garages in order to reduce the prominence of the garage door(s) as viewed from the street. Conversion of garage space into livable space is prohibited.

Where a front-loaded garage protrudes beyond the major elevation of the home, additional architectural features, such as façade articulation, a porte-cochere or overhang, are required. Side-loaded garages at the front of the lot that take access from the front street shall be designed in such a way to compliment the home and add character to the front elevation. Windows or façade articulation should be used to add interest to the street scene and disguise the side garage wall facing the street.

All detached garages shall connect to the home with a covered breezeway that architecturally compliments the home and garage. Attached garages toward the rear on corner lots are discouraged in order to minimize long, uninterrupted facades along side streets.

#### 6.9 Garage Doors

Garage doors should not dominate the street-facing façade of the home. Single garage doors, divided by a vertical column at least one-foot wide, are preferred to large, blank double-doors. Additional architectural features including façade articulation, windows, a short porte-cochere or overhang may be required to break up the double-door expanse. Any detailing on garage doors should complement the architecture of the home.

Front loaded garage doors shall be recessed at least one foot (1') from the front façade of the garage portion of the building.

All garage doors must be tract-mounted. If the garage door includes windows, no reflective film or foil is permitted on the windows.

Wood garage doors are allowed and should be from top quality Western Red Cedar, Mahogany, Douglas Fir, Cypress, or wood veneer. All wood doors should be treated to resist moisture, rot and termites. All doors must be built on 24 gauge steel sections, using heavy commercial grade hardware and back foam insulation. Wood garage doors shall be painted.

#### 6.10 Accessory Structures

Accessory structures including gazebos, pool houses, pavilions and outdoor kitchens shall be reviewed by the ACC on a case-by-case basis and shall be constructed as permitted by local governing codes.

Any accessory structure shall be compatible with the materials, forms, and colors of the primary structure on the lot. An accessory structure shall be located entirely within the building setback area of the lot and shall



minimize impact to adjacent property within the Subdivision. The height of the structure shall not exceed 12 feet.

#### 6.11 Porches

Porches shall have a minimum depth of five (5) feet to be usable for outdoor enjoyment. Porches shall be roofed with the same materials as the remainder of the home.

#### 6.12 Windows

At a minimum, recessed openings or trim surrounds shall be provided at all windows regardless of which building facade provides principal access. Half-round or flat-arched window openings, as well as occasional octagonal or circular accent windows, are encouraged. Divided lights, factory white or accent-color window frames, and full-size shutters are also encouraged. Double-paned glass windows are required as a means of energy conservation. Second floor elements and windows should be designed to maintain side and backyard privacy between homes.

For homes on zero-lot lines, windows with clear glass must have a minimum six-foot from the floor sill height. Windows with less than a six-foot sill height on the zero lot line side must be glass block, obscure glass or rain glass. Placement of windows on the zero-lot line side should be incorporated into the design only to allow natural light into the home. Views of the adjacent homes from these windows are not acceptable.

Reflective and mirrored glass is prohibited. Window screens cannot be the same color as the home.

Window frames other than wood shall be either anodized, electro-statically painted or vinyl clad. Unpainted aluminum window frames are prohibited. Wood frames shall be painted, sealed or stained. The use of mill-finish windows or doorframes is prohibited.

#### 6.13 Patio Covers and Awnings

Solid patio covers shall be designed and constructed of materials that match the exterior materials used on the home. Lattice-type Alumawood may be allowed subject to ACC review. The patio cover roof and posts used to support the roof shall have the same materials and finishes as the home exterior. Patio covers shall be located within the building setback area of the lot.

Awnings may be located on the rear elevation of the home and shall be stationary or of fold-down design. Awnings shall have a metal frame and be made of durable fabric. The color of the awning shall match or complement the color-scheme for the home. Awnings shall be adequately secured on three sides and be well maintained.

#### 6.14 Pools, Spas and Water Features

Swimming pools, spas and water features are allowed in the rear yard of the lot if located behind the privacy wall(s) and within the building setback area. Swimming pools and spas shall preferably be in-ground, although aboveground spas may be permitted if screened from public view. All pool, spa and water-feature mechanical equipment shall also be screened from public view.

All pools and spas must comply with City requirements and shall be enclosed by perimeter fences as required by local government codes. Pool and spa drains shall connect to the street, and shall not drain onto adjacent property or open space.

Any decorative water features in the front yard of a lot must be approved by the ACC.

#### 6.15 Satellite Dishes and Antennae

Whenever possible, satellite dishes and antennae designed to receive direct broadcast satellite services shall be placed in home attics. They may be located in the rear yard if three (3) feet or less in diameter, properly screened from view of adjacent property and streets, and set back at least eight (8) feet from rear and side lot lines.

Should it be determined that a satellite dish or antennae cannot be located without: a) precluding reception of an acceptable quality signal, or b) unreasonably increasing the cost of installation, maintenance or use of the satellite dish or antennae, then the Applicant may apply for approval of an alternative location or method of installation. All installations shall comply to the maximum extent feasible with these Guidelines.

The ACC may condition approval of an alternative location on the Applicant's agreement to install and maintain landscaping or other screening material of a type and in a manner acceptable to the ACC that screens such satellite dish or antennae from view of adjacent property or streets. Notwithstanding the above, the ACC will not approve any installation involving attachment to or mounting on any building façade that faces a front or side street.

Any transmission cable from receiver to the house shall be underground. Dish antennae designed as patio umbrellas, boulders or other artifacts or furniture is prohibited. No other transmitting or receiving radio or antennae will be permitted outside the home.

#### 6.16 Mechanical Equipment

Mechanical equipment such as air conditioning units and pool equipment shall be located within the back yard and concealed from public view by one of the following:

- Dense landscaping,
- Wall equal in height to the mechanical equipment being screened, and of similar material and design to the building walls, or
- Located behind private yard fences

All exterior air conditioning units shall be ground-mounted. No mechanical appurtenances, with the exception of solar-panel equipment, shall be mounted on or attached to any roof. Window mounted HVAC equipment is prohibited.

#### 6.17 Exterior Lighting

Exterior lighting shall be installed in a manner that does not cause glare, distraction, or overspill onto adjacent property, or become a nuisance. Illumination of landscaping and architectural features such as columns, entries, and chimneys is encouraged. Whether done for decorative or security purposes, exterior lighting should be planned with care regarding selection and placement of fixtures and light source types.

The following types of exterior lighting are permitted:

- Incandescent, low voltage incandescent, metal halide, quartz and natural gas lights
- Ground lighting
- Decorative light fixtures in scale and style with the home
- Mercury vapor security lights, only when the light source is not visible from public view or adjacent property
- Mercury vapor up-lighting or down-lighting in trees, when used for special landscape lighting effect
- Backyard floodlights, provided that the light fixtures are no higher than the perimeter backyard fence or wall

The following types of exterior lighting are prohibited:

- Pole-mounted fixtures in front yards
- Colored lenses, colored light bulbs and neon lighting
- High pressure sodium lights, except for subdivision street lighting

Security and decorative lighting within the lot are subject to ACC review and consideration on a case by case basis.

#### 6.18 Storage

No outside storage of materials, supplies or equipment shall be permitted except during construction, and for a period not to exceed five (5) days in a row, nor more than 10 total days per calendar year unless otherwise approved by the ACC.

#### 6.19 Additions, Expansion and Alterations

ACC approval is required for any alteration to, addition to, or expansion of any improvement on a lot. The architectural design and materials used in any and all exterior additions, alterations or renovations shall strictly conform to the original design with respect to style, detailing and materials used in the initial construction.

An addition to an existing home shall not be higher than that of the original roofline and shall comply with local government codes. All additions to homes shall meet the required building setback lines for Cane Island and shall comply with these Guidelines.

#### 6.20 Balconies

The uses of balconies are encouraged. They shall be incorporated into the building form to articulate and provide visual interest to large wall masses. The railings shall be consistent in character and detail to the rest of the structure.

## LANDSCAPE GUIDELINES

### 7.1 General

The following guidelines are intended to create a pleasing outdoor environment and raise the overall quality of the community, while at the same time utilizing native and adaptive plants that are drought tolerant and resistant to pests and diseases. This section provides a foundation for design concepts, forms, and materials in order to achieve said goal.

### 7.2 Landscape Design

Planting beds shall generally be curvilinear with smaller shrubs and ground covers placed in front and larger shrubs placed to the center or rear of the bed. Groupings of shrubs of the same species are preferred and provide a more substantial landscape appearance. Shrubs of the same species should not be planted solely in a single row along the building foundation at the same distance from the foundation. Widths of the beds should vary where adjacent to the foundation. All lot areas shall be landscaped with no bare areas remaining.

All planting beds shall be mulched with shredded hardwood mulch placed to a depth of at least two (2) inches. Other materials that may be used in lieu of mulch will require ACC approval. Gravel and rock may be used at the drip line of the building roof or at the outfall of gutter downspouts but shall not be used as a substitute for plant materials.

Care should be taken in locating shade trees, ornamental trees and large shrubs near pavement or the building foundation. Trees shall be planted at least five (5) feet from walks, driveways and street curbs, and greater if the mature tree canopy will likely impede pedestrian or vehicular activity. It is recommended that shade trees be planted at least 10 feet from building foundations. Ornamental trees and large shrubs placed near the building foundation should be sited to avoid future obstruction of doors and windows.

Builders are encouraged to consult licensed landscape architects to assist in home landscape design.

### 7.3 Landscape Requirements

#### 1. General

All yards shall be landscaped with a combination of trees, shrubs, groundcovers and turf. Approved plant materials are listed below in Section 7.4. Required shade trees shall have a minimum four (4)

inch caliper measured twelve (12) inches from the base with a minimum height of ten (10) feet. Required ornamental trees shall have a minimum two (2) inch caliper. Common Bermuda sod is required on all portions of the lot, and rye grass may be over-seeded in cooler months.

2. Front Yard

Lots shall have a minimum of two shade trees plus one ornamental tree planted in the front yard. Trees should not be located in the exact center of the front yard or directly in front of significant architectural features of the home.

The minimum quantity and container size of front yard shrubs is outlined in the chart below.

Lot Width	Trees		Shrubs			
	Shade Trees	Ornamental Trees	15 Gal.	5 Gal.	1 Gal.	% Within 20' Setback
50s & 55s	1	1	2	15	25	15%
60s & 65s	2	1	3	15	30	15%
70s & 80s	2	1	4	25	40	20%
100s	2	1	5	40	50	25%

3. Rear Yard

Landscape plantings are required in the rear yard in addition to front yard landscaping. Minimum requirements for rear yards vary depending on the type of lot. Interior lots require one shade tree. Lots with rear views to greenbelts and lakes will require two shade trees as well as shrub plantings. The minimum quantity and container size of rear yard shrubs is outlined in the chart below.

Lot Type	Trees		Shrubs		
	Shade Trees	Ornamental Trees	15 Gal.	5 Gal.	1 Gal.
Interior	1	-	-	-	-
Greenbelt/Lake	2	-	4	25	40

4. Corner Lots

A thirty (30) foot by thirty (30) foot sight distance triangle shall be provided at the corner street intersection. Both thirty (30) foot legs are measured along the street curbs from the imaginary point where the two curbs would intersect at a 90° angle if no corner curb return radius was provided. Within the sight distance triangle, shrubs shall not be greater than two and one-half (2½) feet in height, and tree canopies shall not be less than eight (8) feet in height.

Street-facing side yards on corner lots shall include at least two shade trees and one ornamental tree. The minimum quantity and container size of shrubs for the street-facing side yard is outlined in the chart below. Shrubs are required along most of an extended building façade facing the side street. If fenced, the fence shall be set back at least five (5) feet from the side street right-of-way line to allow space for plant materials.

Lot Type	Trees		Shrubs		
	Shade Trees	Ornamental Trees	15 Gal.	5 Gal.	1 Gal.
Street Facing Side Yard	2	1	3	15	30
Front Yard	2	1	See Chart 7-1		

5. Plant Bed Edging

Edging is not required, and the plant bed may be attractively maintained with a sharply-cut shovel edge. If provided, edging should complement the building architecture. Preferred edging materials include the following:

- Ryerson or equal steel edging
- Concrete band that is four (4) to eight (8) inches in width
- Brick rowlock with mortar joint
- Brick rowlock with soldier course

Prohibited edging materials include black plastic, railroad ties and landscape timbers.

7.4 Plant List

Listed below are approved plant materials by type for Cane Island. Other plant species may be used if approved by the ACC, but priority and preference is given to the plants listed herein. The Builder is encouraged to use a variety of the approved plant materials throughout the Subdivision.

1. Shade Trees
2. Ornamental Trees
3. Shrubs and Ornamental Grasses
4. Perennials
5. Groundcovers
6. Vines
7. Turf

#### 7.5 Irrigation

Each lot shall have an automatic in-ground irrigation system for front yards. On corner lots, the irrigation system shall also extend to the side yard along the side street. All irrigation systems shall be designed by a licensed irrigator in the State of Texas and include a backflow preventer as required by the local government code. The irrigation system shall provide 100% coverage and effectively and efficiently water intended areas while minimizing overthrow onto paved surfaces and structures or runoff onto adjacent property.

Each homeowner should be instructed in the operation of their irrigation system in order to avoid under- or over-watering their landscaping.

#### 7.6 Installation

Those portions of the Builder Lots upon which Builder's initial construction has been completed shall at all times be landscaped in a neat and attractive condition. No landscaping upon the Builder Lots shall be allowed to deteriorate to a dangerous, unsafe, unsightly, or unattractive condition. Builder shall install all landscaping on each residence in conformance with the approved application prior to close of sale of such residence to a member of the home-buying public.

### SIGNAGE

#### 8.1 Individual Lot Sales Signs



"For Sale" signs shall be permitted. Such signs shall be wholly located within the front yard of the lot and cannot overhang past the property line onto the curb and/or sidewalk. Signs shall be a maximum of three (3) square feet. The overall height of the sign from finished grade cannot exceed four (4) feet. Only one sign per residence shall be allowed. Signs shall be removed within two working days following the close of escrow on the sale of the home. Model home signage/monumentation is shall be no more than 32 square feet.

## 8.2 Open House Signs

"Open House" signs may be placed on a lot that is for sale. Signs shall be a maximum of three (3) square feet. The overall height of the sign from finished grade cannot exceed four (4) feet. Only one sign per residence shall be allowed. Open House signs shall be removed daily. Open House signs shall not be permitted outside the lot being shown.

## CONSTRUCTION RULES & REGULATIONS

### 9.1 Construction Site Maintenance

Housekeeping practices at construction sites are a critical part of maintaining an attractive marketing image during all stages of development. Individual site development and maintenance, including all rights-of-way immediately adjacent to the site, and adjoining lots, shall be the responsibility of the Builder. In addition, the Builder shall adhere to the following rules and regulations:

1. All construction vehicles and equipment shall use the construction access routes prescribed by Declarant from time to time for access to the Builder Lots. No such vehicles or equipment shall be permitted on any public or private streets or rights of way or undeveloped areas within Cane Island not designated by Declarant as permitted construction access routes.
2. No equipment maintenance or construction work of any type shall be performed between the hours of 8:00 p.m. and 6:00 a.m.
3. No temporary structures, including construction trailers, shall be placed or maintained on the Builder Lots. The developer will designate a location for construction trailers. The location and appearance of any Builder construction trailer or related facilities shall be approved by the ACC. These structures shall be removed promptly upon completion of construction. Free standing sales offices/trailers are permitted and must be approved by the ACC.

4. Portions of the Builder Lots which are visible from surrounding property shall be kept free of weeds and debris, and all scrap materials generated by the construction activities shall be removed as soon as reasonably possible.
5. Builder shall maintain a concrete wash-out site on the Builder Lots and shall not wash trucks or equipment on any other property within Cane Island without the prior written consent of the owner thereof. Concrete wash-out sites shall be washed out in an inconspicuous location. The Builder shall provide and use one lot for wash out of concrete trucks, which shall be clearly identified by the Builder and regularly cleaned. All such areas must be properly mowed and maintained. Precautions shall be made to protect drainage ways, storm drainage structures and/or other sensitive site features. Washing trucks into the storm drainage system, adjacent parcels or open space is strictly prohibited.
6. Builder shall not leave any debris or material on any other property within Cane Island without the prior written consent of the owner thereof.
7. Builder shall provide at least one (1) trash receptacle for every Residences under construction. The location of trash receptacles shall be reasonably acceptable to ACC. All debris will be placed in one of these enclosures at the end of each day. Disposed materials shall be removed from the construction site and disposed of properly at least on a weekly basis.
8. Builder shall take such action as may be prudent and use its best efforts to employ all commercially reasonable methods, equipment, techniques and activities to control ambient dust and the accumulation of dust on the Builder Lots or dispersion of dust from the Builder Lots.
9. Builder shall take such action as may be prudent and use its best efforts to employ all commercially reasonable methods, equipment, techniques and activities to abate noise, and to mitigate and abate noise pollution. Builder warrants that it will not use any equipment or undertake any activity in connection with the construction and development of the Project which will generate unreasonable noise.
10. Builder shall provide street sweeping and cleaning services as required by Declarant generally throughout Cane Island so as to maintain neat and attractive streets and sidewalks within all occupied areas, and model and sales areas and along the access routes utilized by residents or prospective purchasers of homes within Cane Island.

11. All existing pavements shall be protected from damage, and all mud deposits left by construction equipment shall be removed from paved areas. Adjacent streets shall be cleaned of mud, dirt, gravel, concrete and other material spills or deposits.
12. The location of all existing underground utilities shall be verified prior to construction. The Builder is responsible for repair and restoration of any existing improvements damaged by construction, including but not limited to, walls, landscaping, paving, signage and utilities.
13. Damage to existing properties shall be prevented. All damage to existing properties associated with home construction shall be the responsibility of the Builder. Ruts generally caused by delivery or construction traffic on adjacent lots shall be repaired. Resident complaints shall be courteously addressed and resolved quickly.
14. All new buildings and improvements shall be maintained in good condition and repair and adequately painted or finished if required.
15. Compliance with the Storm Water Pollution Prevention Plan is required. In order to maintain clean waterways and prevent siltation of drainage channels, all projects in Cane Island are required to practice sediment control during construction. This includes, but is not limited to, installation of silt fences on property lines. The sediment control system shall remain in place and in good repair until construction and landscaping is complete.
16. The Applicant shall maintain all landscape materials on the parcel in a neat and attractive condition. Maintenance includes watering, fertilizing, trimming, pruning, and general clean up and replacement of all dead or dying plant material. The Applicant shall be responsible before construction for fencing all existing plant materials or natural areas designated for protection by the ACC.
17. The Builder shall provide one portable toilet for every 10 lots that is regularly inspected and maintained in a clean condition. The Builder shall also provide suitable facilities for all inspectors and authorized site visitors. Toilets with vulgar graffiti or which become unpleasant shall be removed and replaced.

18. "Borrowing" utilities from neighboring residents is prohibited without their written consent.
  
19. All workers shall avoid loud music and/or excessive non-construction related noise within Cane Island, which is offensive to residents, inspectors or visitors. All workers shall drive no more than 25 miles per hour within the development area, unless otherwise posted.

#### 9.2 Construction Violations

Construction deemed by the ACC to be in violation of approved drawings and the Design Guidelines shall be corrected as instructed by the ACC within 48 hours of written notice to the Applicant. Failure to correct such unauthorized construction within the 48-hour time frame automatically gives the ACC and its authorized agents the unrestricted right to enter the premises and take whatever action is necessary for removal of the violation. The cost of such abatement or removal shall be a binding obligation on the Applicant. Financial hardship cannot be used as an argument for construction delays.

ER 067 - 05 - 0874

**FILED AND RECORDED**

**Instrument Number: 1500966**

Filing and Recording Date: 02/12/2015 12:52:43 PM Pages: 45 Recording Fee: \$188.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,



*Debbie Hollan*

Debbie Hollan, County Clerk  
Waller County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

Jenifer Deutrich, Deputy

Returned To:  
CHICAGO TITLE OF TEXAS LLC  
3700 BUFFALO SPEEDWAY #400  
HOUSTON, TX 77098

ER 067 - 05 - 0875

ER 067 - 05 - 0876

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Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees 192.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



*Stan Stanart*

COUNTY CLERK  
HARRIS COUNTY, TEXAS