



# ARCHITECTURAL CONTROL GUIDELINES

Combined from DCCR and Addenda



## Table of Contents

Article VI - ARCHITECTURAL CONTROLS .....	5
<b><i>No Improvements Unless Approved by Architectural Control Authority- Except Improvements by Declarant</i></b> .....	<b>5</b>
<b><i>Architectural Control Authority</i></b> .....	<b>5</b>
<b><i>Architectural Committee</i></b> .....	<b>5</b>
Submission of Plans .....	6
ACA Improvement Request Procedures (Per Revision 09/01/14) .....	6
Plan Review .....	6
Timing of Completion of Approved Items .....	7
<b><i>Improvements Impact on Drainage</i></b> .....	<b>7</b>
<b><i>No Waiver</i></b> .....	<b>7</b>
<b><i>Variances</i></b> .....	<b>8</b>
<b><i>Architectural Control Authority Standards</i></b> .....	<b>8</b>
<b><i>Enforcement; Non-Conforming and Unapproved Improvements</i></b> .....	<b>8</b>
<b><i>Limitation of Liability</i></b> .....	<b>8</b>
Article VII - USE RESTRICTIONS AND COVENANTS .....	9
<b><i>Single Family Residential Use</i></b> .....	<b>9</b>
<b><i>Parking of Motor Vehicles</i></b> .....	<b>9</b>
Trailers, Boats, Commercial and Recreational Vehicles.....	9
<b><i>Fences</i></b> .....	<b>10</b>
Fence Maintenance (Per Revision 09/01/14).....	11
Fence Color (Per Revision 09/01/14) .....	12
Approved Fence Colors (Per Revision 09/01/14) .....	12
Fence Location (Per Revision 09/01/14).....	13
Gate Standards (Per Revision 09/01/14) .....	13
<b><i>Outbuildings, Sheds and Detached Buildings</i></b> .....	<b>13</b>
Metal Sheds (Per Revision 09/01/14).....	14
Lightweight Moveable Storage Units (Per Revision 09/01/14) .....	14
Outbuilding Requirements (Per Revision 09/01/14).....	14
<b><i>Animals</i></b> .....	<b>14</b>
<b><i>Signs</i></b> .....	<b>15</b>
Sign Standards (Per Revision 09/01/14) .....	15
<b><i>Trash; Containers and Collection</i></b> .....	<b>16</b>
Trash Can Screening Standards (Per Revision 09/01/14) .....	16
<b><i>Nuisances</i></b> .....	<b>17</b>
<b><i>Antennae and Satellite Dishes</i></b> .....	<b>17</b>
Satellite Dishes and Antenna Standards (Per Revision 09/01/14) .....	17
<b><i>Air-Conditioning Units</i></b> .....	<b>17</b>
<b><i>Alternate Energy and Energy Efficient Standards</i></b> .....	<b>18</b>
No Solar Collectors.....	18
Solar Energy Devices Policy (Per Revision 01/19/12).....	18

Solar Energy Devices Standards (Per Revision 09/01/14)	19
Solar Panels (Per Revision 09/01/14)	19
Wind Generation (Per Revision 09/01/14)	20
Energy Efficient Roofing Materials Policy (Per Revision 01/19/12)	20
Rainwater Harvesting Systems Policy (Per Revision 01/19/12)	20
Rainwater Harvesting Standards (Per Revision 09/01/14)	21
Rain Barrels (Per Revision 09/01/14)	21
<b>No Temporary Structures as a Residence</b>	<b>21</b>
<b>Sidewalks</b>	<b>22</b>
<b>Landscaping Maintenance</b>	<b>22</b>
Retaining Walls (Per Revision 09/01/14)	22
Xeriscaping (Per Revision 09/01/14)	22
<b>Exterior Improvement Maintenance</b>	<b>23</b>
Painting of Dwelling & Trim Color Standards (Per Revision 09/01/14)	23
Approved Dwelling & Trim Colors (Per Revision 09/01/14)	24
Additional Approved Dwelling & Trim Colors-Exterior (Per Revision 06/22/17)	24
Driveway Improvement Standards (Per Revision 09/01/14)	26
Curb Addresses (Per Revision 09/01/14)	26
Stained Concrete (Per Revision 09/01/14)	27
<b>Garages</b>	<b>27</b>
<b>Clothes Hanging Devices</b>	<b>27</b>
<b>Window Treatment</b>	<b>27</b>
<b>Mining</b>	<b>27</b>
<b>Mail Boxes</b>	<b>27</b>
Mail Boxes & Street Poles Standards (Per Revision 09/01/14)	28
<b>Athletic and Recreational Facilities</b>	<b>28</b>
Athletic and Recreational Facilities (Per Revision 09/01/14)	28
Playscapes (Per Revision 09/01/14)	28
Permanent Basketball Goals (Per Revision 09/01/14)	29
Portable Basketball Goals (Per Revision 09/01/14)	29
<b>Lighting; Exterior Holiday Decorations</b>	<b>29</b>
Light Fixtures (Per Revision 09/01/14)	30
Security Lights and Floodlights (Per Revision 09/01/14)	30
Low-voltage Accent Lighting (Per Revision 09/01/14)	30
Lamp posts (Per Revision 09/01/14)	30
<b>Lawn Decorations and Sculptures</b>	<b>30</b>
Religious Items Policy (Per Revision 01/19/12)	31
Statuary & Yard Art Standards (Per Revision 09/01/14)	31
Flags and Flagpoles (Per Revision 01/19/12)	32
Flags and Flagpoles (Per Revision 09/01/14)	33
Flagpoles Greater than Six (6) Feet or In-Ground (Per Revision 09/01/14)	33
Federal Flag Statute (Per Revision 09/01/14)	34
<b>No Lot Consolidation or Division</b>	<b>35</b>
<b>Drainage Alteration Prohibited</b>	<b>35</b>
<b>Construction Activities</b>	<b>35</b>
<b>Declarant and Builder Development and Construction</b>	<b>36</b>
<b>Definitions and Glossary of Terms:</b>	<b>37</b>

## Article VI - ARCHITECTURAL CONTROLS

### No Improvements Unless Approved by Architectural Control Authority- Except Improvements by Declarant

No building, fence, wall, outbuilding, landscaping, pool, detached building, athletic or play equipment or facility, structure or improvement will be erected, altered, added onto or repaired upon any portion of any Lot without the prior written consent of the ACA. However, ACA approval is not required for (i) any improvements constructed, erected, altered, added onto or repaired by Declarant or a Builder designated in writing by Declarant to be exempt from the ACA approval requirements; (ii) any improvements to the interior of a Dwelling, except as provided herein; (iii) the painting or re-bricking of the exterior of any Dwelling in accordance with the same color or design as originally constructed by Declarant or in accordance with the approved color and design scheme approved by the ACA; (iv) improvements for which the Declaration expressly states that the ACA's prior approval is not required; or (v) repair or replacement of worn out or damaged improvements if such repair or replacement is with substantially similar materials. Any improvements pursuant to clauses (iii) and (v) immediately preceding must be in compliance with any applicable ACA Standards. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VI, 6.1*

### Architectural Control Authority

The ACA shall have the sole and exclusive authority to perform the functions contemplated by the ACA in this Declaration. The purpose of the ACA is to enforce the architectural standards of the Property and to approve or disapprove plans for improvements proposed for the Lots. The ACA will have the authority to delegate its duties or to retain the services of a professional engineer, management company, architect, designer, inspector or other person to assist in the performance of its duties. The cost of such services shall be included in the Common Expenses. The "**ACA**" or "**Architectural Control Authority**" shall be the following entity:

- a. **Declarant - During Development Period.** The Declarant shall be the ACA during the Development Period, unless the Declarant in writing has terminated its rights as the ACA.
- b. **Architectural Committee - After the Development Period.** The Architectural Committee shall be the ACA after the Declarant's right to act as the ACA has either expired or voluntarily been terminated.

### Architectural Committee

A committee to be known as the "Architectural Committee" consisting of a minimum of 3 members will be established after the Declarant's right as the ACA has terminated. The members of the Architectural Committee will be appointed, terminated and/or replaced by the Board. The Architectural Committee will act by simple majority vote. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VI, 6.3*

## ***Submission of Plans***

Prior to the initiation of construction of any work required to be approved by the ACA as provided in Section 6.1 above, the Owner (excluding Declarant and any Builder designated in writing to be exempt from the ACA approval requirements as provided herein) will first submit to the ACA a complete set of plans and specifications for the proposed improvements, including site plans, landscape plans, exterior elevations, specifications of materials and exterior colors, and any other Information deemed necessary by the ACA for the performance of its function. In addition, the Owner will submit the identity of the individual or company intended to perform the work and projected commencement and completion dates. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VI, 6.4*

## ***ACA Improvement Request Procedures (Per Revision 09/01/14)***

Please submit an ACA Improvement Request Form (IRF) to the Architectural Control Authority of any improvement to the exterior of the Dwelling that can be seen from the street or from neighboring property prior to implementation and/or construction.

A current version of the ACA IRF can be downloaded from the management company web site located at <http://www.ciaservices.com>. Please fill out the form completely with any required information, the owner of record must sign the form, and forward to the ACA ~~via one of the methods/addresses listed on the form.~~ (The forms should now be emailed to [accsatx@fsresidential.com](mailto:accsatx@fsresidential.com)).

NOTE: Failure to include all information that is required for the improvement will result in an automatic denial due to insufficient information. Re-submission will be required.

Per Article VI of the DCCR's, the ACA has 30 days to respond to requests properly submitted. Please plan your projects accordingly to allow sufficient time for these procedures.

*From Design Standards Authority for Retama Springs Homeowners Association, Inc, Appendix C, dated September 01, 2014, amendment to DCCR Article VI*

## ***Plan Review***

- a. **Timing of Review and Response.** Upon receipt by the ACA of all of the information required by this Article VI, the ACA will have 30 days in which to review said plans and other documents and materials submitted pursuant to Section 6.4 herein. No correspondence or request for approval will be deemed to have been received until all requested documents have actually been received by the ACA in form satisfactory to the ACA. If the ACA requests additional information and the applicant fails to provide such information prior to the date stated in the ACA's notice, then the application shall be deemed denied. If the applicable submittal is denied or deemed denied, then the applicant shall be required to re-apply if the applicant still desires to have the ACA consider the request. If the ACA fails to issue its written approval within 30 days after the ACA's receipt of all materials requested by the ACA to complete the submission, then such failure by the ACA to issue its written approval shall be deemed disapproved. The ACA may charge a reasonable fee for reviewing requests for approval.

- b. **Approval Considerations-Aesthetics.** The proposed improvements will be approved if, in the sole opinion of the ACA: (i) the improvements will be of an architectural style, quality, color and material that are aesthetically compatible with the improvements within the Property; (ii) the improvements will not violate any term herein or in the ACA Standards; and (iii) the improvements will not have an adverse impact on the Property. Decisions of the ACA may be based on purely aesthetic considerations. The ACA shall have the authority to make final, conclusive and binding determinations on matters of aesthetic judgment and such determination shall not be subject to review so long as the determination is made in good faith and in accordance with the procedures set forth herein. Each Owner acknowledges that opinions on aesthetic matters are subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements and as the ACA and their members change over time.

From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VI, 6.5

### ***Timing of Completion of Approved Items***

All work approved by the ACA shall be completed within one year after the approval by the ACA or such shorter period that the ACA may specify in the notice of approval, unless the completion is delayed due to causes beyond the reasonable control of the Owner, as determined by the ACA. All work and related improvements shall be in compliance with the items approved by the ACA. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VI, 6.6*

### **Improvements Impact on Drainage**

With respect to any improvements performed on a Lot and/or any alterations to the grade of a yard, the Owner shall take proper precautions to ensure that such improvements do not cause the surface water drainage on the Lot to (i) drain onto an adjoining Lot in an amount more than the drainage amount prior to the improvement or alteration, or (ii) collect near the foundation of the Dwelling. Although the ACA may comment on and/or deny the approval of plans because of the impact of the proposed improvements or alterations on surface water drainage, the ACA's comments or approval shall not constitute or be construed as a representation, warranty or guaranty that adverse surface water drainage problems will not occur and shall not be relied upon as such. The Owner is responsible for taking the necessary actions in order to avoid any surface water drainage problems, including, without limitation, engaging the services of a qualified consultant. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VI, 6.7*

### **No Waiver**

The approval by the ACA of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the ACA under this Declaration, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing specification or matter subsequently submitted for approval. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VI, 6.8*

## **Variances**

The ACA may authorize variances from strict compliance with the requirements herein, in any ACA Standards or any required procedures: (i) in narrow circumstances where the design meets the intent of the provision from which variance is sought and where granting the variance would enhance design innovation and excellence; or (ii) when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations so require. For purposes of this Section 6.9, the inability to obtain approval of any governmental agency, the Issuance of any permit, or the terms of any financing as the sole or primary reason for requesting a variance shall not be considered a hardship warranting a variance. No variance shall be contrary to the terms of this Declaration and no variance shall be effective unless in writing or expected to stop the ACA from denying a variance in other circumstances. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VI, 6.9*

## **Architectural Control Authority Standards**

The ACA may, from time to time and in its sole and absolute discretion, adopt, amend and repeal, by unanimous vote or written consent, ACA Standards. The ACA Standards may not conflict with the terms of this Declaration. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VI, 6.10*

## **Enforcement; Non-Conforming and Unapproved Improvements**

If there are any significant or material deviations from the approved plans in the completed improvements, as determined by the ACA, in their sole and absolute discretion, such improvements will be in violation of this Article VI to the same extent as if made without prior approval of the ACA. In addition to the Association's rights in Section 5.9 herein, the Association or any Owner may maintain an action at law or in equity for the removal or correction of (i) the non-conforming improvement or alteration, and/or (ii) any improvement or alternation to any improvement on any Lot that is not approved by the ACA. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VI, 6.11*

## **Limitation of Liability**

Neither the Declarant, the Association, the Board, nor the ACA shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications or the adequacy of soils or drainage, nor for ensuring compliance with building codes and other governmental requirements. Neither Declarant, the Association, the Board, the ACA nor any member of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Dwelling and/or Lot. The ACA and its members shall be defended and indemnified by the Association as provided in Section 5.4 herein. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VI, 6.12*



## **Article VII - USE RESTRICTIONS AND COVENANTS**

### **Single Family Residential Use**

All Lots and Dwellings will be used and occupied for single-family residential purposes only and no trade or business may be conducted in or from any Lot and/or Dwelling, except that an Owner of the Dwelling may conduct business activities within the Dwelling so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling; (ii) the business activity conforms to all zoning requirements for the Property; (iii) the business activity does not involve unreasonable visitation to or from the Dwelling by clients, customers, suppliers or other business invitees; and (iv) the business activity is ancillary to the residential use of the Dwelling and does not diminish the residential character of the Property or constitute a nuisance, or a hazardous or offensive use, or threatens the security or safety of the other residents in the Property. The determination of whether a business activity satisfies the foregoing requirements set forth in clauses (i) through (iv) above in this Section 7.1 shall be made by the Board in their sole and absolute discretion. The business activity prohibition will not apply to the use of any Dwelling by Declarant or any Builder as a model home, construction office and/or sales office; or the use of any Lot as a site for a selection center trailer, construction office trailer and/or sales office trailer and/or parking lot by Declarant or any Builder. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VII, 7.1*

### **Parking of Motor Vehicles**

No vehicles or similar equipment will be parked or stored in an area visible from any street within the Property, except passenger automobiles, motorcycles, passenger vans and pick-up trucks may be parked in any garage or driveway if such vehicle (i) has less than 1 ton carrying capacity; (ii) has less than 3 axles; (iii) is in operating condition; and (iv) is generally in daily use as a motor vehicle on the streets and highways of the State of Texas. No vehicles, trailers, implements or apparatus may be driven or parked in the Common Areas, the Common Maintenance Areas or on any easement unless such vehicle, trailer, implement or apparatus is in use for maintaining such area or easement, provided, however, that this restriction will not apply to any driveways, roads, parking lots or other areas designated by the Board as intended for such vehicular use. No abandoned, derelict or inoperable vehicles may be stored or located on any Lot or a street within the Property, except within an enclosed garage. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment will be permitted in any driveway or portions of any Lot that are visible from any street within the Property. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VII, 7.2*

### **Trailers, Boats, Commercial and Recreational Vehicles**

No campers, boats, trailers, motor homes, travel trailers, camper bodies, golf carts, recreational vehicles, non-passenger vehicles, vehicles with 3 or more axles or greater than 1-ton carrying capacity, and/or equipment or accessories related thereto may be kept on any Lot, unless such item is operable and such item is (i) kept fully enclosed within a garage located on such Lot; (ii) kept fully screened from view by a screening structure or fencing approved by the ACA; (iii) temporarily parked on any street within the Property or on a Lot for the purpose of loading or unloading; or (iv) a commercial vehicle that is in use for the construction, maintenance or repair of a Dwelling or Lot in the immediate vicinity. The Board will have the absolute authority to determine from time to time whether an item is in operable condition and complies with the requirements in clauses (i) through (iv) above in this Section 7.3. Upon

an adverse determination by the Board, the Owner will cause the item to be removed and/or otherwise brought into compliance with this Section 7.3. Notwithstanding any provision herein, no trucks or vehicles of any size which transport inflammatory or explosive cargo may be kept on the Property at any time. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VII, 7.3*

## **Fences**

- a. Intentionally Omitted. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VII, 7.4*
- b. Type of Fencing. All fencing shall comply in all respects (including size and location) with applicable City requirements. All perimeter fences shall be six (6) feet in height unless another height is approved by the ACA and shall be a color approved by the ACA. Unless approved by the ACA, fences may not be stained or painted, except that fences may be stained with a clear stain or with the same color stain as originally applied by the Declarant. The portion of all fences which exterior or side faces a street adjoining such Owner's Lot (front, side or rear streets, but not alleys) or which exterior or side faces a Common Area, open space, park or other recreational area adjoining such Owner's Lot (which area may be separated by an alley) shall have the smooth surface of the fence materials facing the applicable street or Common Area. The fence posts and bracing boards on such front, side and rear fences shall face the interior of the fenced yard.
- c. No gates or access shall be allowed from Lots 17-21 and Lots 29-36, Block 3, which are adjacent to Lot 37, Block 3, Association Common Area. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VII, 7.4*
- d. Location of Fence. UNLESS APPROVED BY THE CITY AND THE ACA, no fence or wall will be placed (i) on any Lot in a location nearer the street than the front building setback line for such Lot, or (ii) on those certain corner Lots whose rear boundary line adjoins any portion of another Lot's front yard of a Lot behind the corner Lot, in a location nearer to the front building setback line for the street that is in front of the adjoining Lot. The foregoing shall not limit or restrict fences erected in conjunction with model homes or sales offices. In addition to the foregoing, easements may also restrict the placement of fences. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VII, 7.4*
- e. Maintenance of Fencing. Except with respect to Association Maintenance Fencing, each Owner shall maintain the portion of fencing on such Owner's Lot in a presentable condition and shall make all repairs and replacements thereto (as deemed necessary by the Board, in its sole and absolute discretion), except that Owners adjoining a Common Fence (as provided in Section 7.4.f) herein shall share in the cost of such maintenance as provided in Section 7.4.f herein. The Association shall be responsible to maintain the Association Maintenance Fencing. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VII, 7.4*
- f. No Changes/Repairs. All repairs and replacements to the perimeter fencing must be done using the same type and color of materials so that such fencing does not appear to have been repaired or replaced, except to the extent of the new appearance of the repaired or replaced materials. Except as provided in this Section 7.4.e. no fencing (including, without limitation, Association Maintenance Fencing) may be changed or modified without the prior written consent of the ACA. This includes the prohibition against changing the height of the fencing and the fencing materials. *From Declaration and Covenants, Conditions and Restrictions for Retama*

Springs Subdivision, dated October 25, 2005, Article VII, 7.4

- g. Common Fencing. Except for Association Maintenance Fencing, side and rear yard fences that are installed by Declarant or the builder of the Dwelling to separate adjacent Lots as a common boundary fence (the "Common Fence") shall be maintained jointly by the Owners whose Lot adjoins such Common Fence and the costs associated therewith shall be shared equally by said Owners. An Owner is not released from the joint maintenance obligation even if an Owner constructs a second fence along or near the Common Fence, unless the other Owner agrees in writing otherwise and the ACA's approval is obtained. If the Owners disagree regarding the timing, cost or other applicable issue related to the repair or replacement of a Common Fence or portion thereof, then either Owner may (i) make the repair or replacement (provided any applicable ACA approval is obtained) and seek collection of one-half (1/2) of the cost of repair or replacement at Arbitration (as defined herein); and/or (ii) seek payment of one-half (1/2) of the cost of repair or replacement at Arbitration, subject to the repair or replacement being made. The term "Arbitration" shall mean binding arbitration pursuant to the rules of the American Arbitration Association or such other person or entity approved by the applicable Owners. From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VII, 7.4

### ***Fence Maintenance (Per Revision 09/01/14)***

The application of architectural control to fences generally depends on whether the work qualifies as routine maintenance and repairs, or whether it involves a real change in the appearance of the Lot.

1. Lot Owners do not need any approval to repair or replace any part of the fence, as long as it remains a plain, six (6) foot wooden privacy fence and in the original location. With side and rear yard fences, the ACA suggest that you may want to work out an agreement with your neighbors to share the cost, since the fence is intended to be on the property line.
2. The fence posts and bracing boards on front, side and rear fences shall face the interior of the fenced yard and not exposed to any common area, open space, park or other areas visible from the street.
3. In order to preserve the harmony of the neighborhood, front fences must retain the essential character of a wooden privacy fence. No basket weaves, gaps, or overlapping of pickets will be allowed. The top of the pickets must be dog-eared. Individual pickets will be no wider than six (6) inches. Modifications such as adding a top railing will not be approved unless used consistently throughout the community.
4. On homeowner's Lot, the front and interior fence line height is to be six (6) feet from the ground to the top of the picket. If the slope of the grass requires some individual pickets to be taller than six (6) feet to keep the top of the fence a consistent height a review from the ACA committee must be requested.
5. Individual fence pickets need to be replaced when broken. Covering a gap in the fence with a rock or other material will not be accepted.

*From Design Standards Authority for Retama Springs Homeowners Association, Inc. dated September 01, 2014, amendment to DCCR, Article VII, 7.4*

### ***Fence Color (Per Revision 09/01/14)***

1. In order to preserve the harmony of the neighborhood, fences may not be painted.
2. Homeowners may treat the fence with a CLEAR PRESERVATIVE OR CLEAR SEALANT to keep it from changing color due to weathering without a request to the ACA.
3. Fence sealants shall be a clear or semi-transparent sealant so that the fencing material color retains its original wood color and wood grain appearance.
4. Stain implies color. The ACA will not approve stain colors that are darker or of a different color palette than used by the Association on common perimeter fencing of the community. Refer to [Appendix A] (see **Approved Fence Colors** to follow) for a list of approved colors.
5. The ACA prior to the staining of the fence must approve the use of a color tint stain and/or sealant. Sample color(s) must be provided to the ACA.

*From Design Standards Authority for Retama Springs Homeowners Association, Inc. dated September 01, 2014, amendment to DCCR, Article VII, 7.4*

### ***Approved Fence Colors (Per Revision 09/01/14)***

ACA PREFERRED: PITTSBURG PAINTS – Tornado Oak (Custom color formulated for Centex/Pulte)

Solid water base stains:

BEHR – Exterior Wood Stains

Cedar Naturaltone

BEHR – Premium Weatherproofing Wood Finish

Pre-mixed Colors

Natural NO. 500

Natural Cedar NO. 501

OLYMPIA – Semi-Transparent Stains

Cedar Naturaltone 716

CABOT – Clear Solution

Natural

CABOT – Solid Color Finish (Acrylic Decking Stain)

Frontier CS543

CABOT – Semi-Solid Finish (Decking Stain)

Frontier CS543 New Cedar CS543

MINWAX – Water-Based Wood Stain

English Oak

MINWAX – Wood Finish

Natural

NOTE: Paint companies tend to rename or discontinue paint colors over time. The ACA will update this list as needed from time to time as they deem necessary.

*From Design Standards Authority for Retama Springs Homeowners Association, Inc, Appendix A, dated September 01, 2014, amendment to DCCR Article VII, 7.8,*

### **Fence Location (Per Revision 09/01/14)**

1. The ACA will not approve any new front fence or “wing fences” extensions that are not set back a reasonable distance (minimum five (5) feet) behind the front corner of the Main Dwelling (front corners are defined as to where the side of the Dwelling meets the front of the Dwelling; front porch or extended window areas will not be considered part of the Main Dwelling), or any new fence that extends forward from the front of the Dwelling to the street.
2. The ACA will not approve fence relocations in side yards within Units with smaller Lot lines that prevent or limit access to back yard, gates, or side yard on neighboring lots. (Example: Relocating wing fence forward whereby causing limited space between existing air conditioning units and the relocated fence that blocks or limits access to neighbor’s backyard gate or limiting access to side yard preventing routine maintenance activities.)

*From Design Standards Authority for Retama Springs Homeowners Association, Inc. dated September 01, 2014, amendment to DCCR, Article VII, 7.4*

### **Gate Standards (Per Revision 09/01/14)**

1. Gates may be installed on either side of the home. Larger gates will be permitted with a maximum width of twelve (12) feet. Gates must blend seamlessly with fence. Gates of extra width must be reinforced to not sag. Gates must be maintained. (\*Please see Article VII, section 7.3 of the DCCR’s for what can and cannot be maintained behind a wider gate.)
2. Gates in the perimeter fencing defined as Association Maintenance Fencing is not allowed.
3. Gates in fencing as defined as “Restricted Fencing” and adjacent to Association greenbelts and/or open spaces are not allowed.

*From Design Standards Authority for Retama Springs Homeowners Association, Inc. dated September 01, 2014, amendment to DCCR, Article VII, 7.4*

### **Outbuildings, Sheds and Detached Buildings**

No detached accessory buildings, including, but not limited to, detached garages and storage buildings, and sheds shall be erected, placed or constructed upon any Lot, unless (i) the building is APPROVED BY THE ACA prior to the installation or construction of the building; (ii) such building is compatible with the Dwelling to which it is appurtenant in terms of its design and material composition; (iii) the exterior paint and roofing materials of such building shall be consistent with the existing paint and roofing materials of the Dwelling; (iv) the building is located within a backyard that has a fence that completely encloses the backyard; (v) the height of the walls (excluding the roof) is not greater than 8 feet; (vi) the total height of the building (including walls and roof) is not greater than 10 feet; and (vii) the building is less than 120 square feet of floor space. In addition, the Owner is required to comply with any applicable City requirements, including, without limitation, any necessary permits. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VII, 7.5*

### ***Metal Sheds (Per Revision 09/01/14)***

The ACA will NOT APPROVE requests for installation of metal or aluminum storage buildings.

*From Design Standards Authority for Retama Springs Homeowners Association, Inc. dated September 01, 2014, amendment to DCCR, Article VII, 7.5*

### ***Lightweight Moveable Storage Units (Per Revision 09/01/14)***

Sheds or storage units that are lightweight and consist of plastic modular construction are permitted with the condition they are placed within a backyard that is completely enclosed by a fence, which blocks the view of the unit at ground level. If the unit is higher than the six (6) foot privacy fence, then it must be located behind the rear wall of the Dwelling.

*From Design Standards Authority for Retama Springs Homeowners Association, Inc. dated September 01, 2014, amendment to DCCR, Article VII, 7.5*

### ***Outbuilding Requirements (Per Revision 09/01/14)***

The maximum height of the walls (excluding the roof) is not greater than eight (8) feet. The total maximum height of the building (including walls and roof) is not greater than ten (10) feet. No out building shall exceed 120 square feet of floor space.

1. Buildings with a gambrel style roof line (barn type roof) will not be approved by the ACA. Roof lines should be similar to the main dwelling in style and pitch.
2. All storage buildings must be of good quality workmanship and properly maintained. Buildings that are deteriorating, or are obviously poorly constructed will be required to be removed or rebuilt.
3. Location of any building improvement shall not encroach any easement(s) and must be located behind the rear wall of the Dwelling nor be placed over any vegetative filtration strips (if these strips exist in the sub-division). If yard limitations do not permit a storage building in the back of the Dwelling, please ask for a review from the ACA committee. Swimming pools, play structures, or landscaping of the owners choosing do not constitute yard limitations.
4. Architectural approval, if granted, does not waive any provision of the protective covenants, any building code(s), any ordinance(s), and rule of law, or statute that may affect such construction. Building permits must be obtained prior to the commencement of any work. (Please understand that there may be penalties from your local municipality for not obtaining a permit.)

*From Design Standards Authority for Retama Springs Homeowners Association, Inc. dated September 01, 2014, amendment to DCCR, Article VII, 7.5*

### **Animals**

No animals, livestock or poultry of any kind will be raised, bred or kept on any Lot, except that a reasonable number of cats, dogs or other generally recognized household pets may be permitted on any Lot; however, those pets which are permitted to roam free, or in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or unreasonable source

of annoyance to the occupants of other Lots shall be removed from the Lot upon the request of the Board. If the animal owner fails to remove the animal from the Lot after the Board's request, the Board may remove the animal, in addition to imposing such other sanctions as are authorized by the Declaration and the By-laws. All animals will be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Association. All persons bringing an animal onto the Common Maintenance Areas shall be responsible for immediately removing any solid waste of said animal. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VII, 7.6*

## **Signs**

Except for Entry Signs, no sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Dwelling, fence or other improvement upon such Lot so as to be visible from public view except the following: (i) an Owner may erect one (1) sign on a Lot advertising the Dwelling for sale or rent, provided that the sign does not exceed two (2) feet by three (3) feet in size; (ii) an Owner may temporarily place one (1) sign on a Lot advertising the "open house" of the Dwelling, provided that the sign does not exceed two (2) feet by three (3) feet in size and the sign may only be displayed during actual open house hours; (iii) signs or billboards may be erected by the Declarant or any Builder designated in writing by the Declarant as having the right to erect such signs or billboards; (iv) an Owner may temporarily place 1 sign on a Lot advertising a "garage sale", provided that the sign does not exceed two (2) feet by three (3) feet in size and the sign may only be displayed during the garage sale hours; or (v) political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs will not be erected more than 60 days in advance of the election to which they pertain and are removed within 15 days after the election. The ACA may in the ACA Standards permit additional signs and/or place additional restrictions or limitations on the signs permitted in this Declaration, provided that such additional restrictions or limitations do not conflict with the terms herein. The Association will have the right to remove any sign, billboard or other advertising structure that does not comply with the foregoing. Removal shall not subject the Association to any liability in connection with such removal. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VII, 7.7*

### **Sign Standards (Per Revision 09/01/14)**

1. Signs containing information about one or more children residing in the Dwelling and the school they attend will be permitted so long as the sign is not more than 3' x 3' in size (there shall be no more than one sign for each child under the age of 18). Banners are not permitted.
2. Signs or stickers provided to an owner by a commercial security or alarm company providing service shall be permitted so long as the sign is not more than 1' x 1' in size or the sticker is not more than 4" x 4" in size. There shall be no more than one sign per Lot and stickers on no more than half of the windows and one on the front door or front entry area.
3. Signs promoting individual garage sales will be permitted on Owner's Lot. Any garage sale signs placed on common areas of the Association shall be removed promptly after the sale period.
4. Signs, posters, or flyers are not permitted on streetlight poles, utility poles, or mailboxes. See mailboxes and Street Poles Standards ~~above~~ on a later page in this document.

*From Design Standards Authority for Retama Springs Homeowners Association, Inc. dated September 01, 2014, amendment to DCCR, Article VII, 7.7*

### ***Religious Signs (Per Revision 09/01/14)***

NOTE: Chapter 202 of the Texas Property Code was amended June 17, 2011 that prevents HOA's from denying religious door displays.

1. Sincere religious belief signs/items must be affixed to the main entry door of the owner's residence.
2. Signs or items without ACA approval cannot be placed outside the door frame, larger than 25 square inches, or the owner altered the door or door frame to hang the object.

*From Design Standards Authority for Retama Springs Homeowners Association, Inc. dated September 01, 2014, amendment to DCCR, Article VII, 7.7*

### **Trash; Containers and Collection**

No garbage or trash shall be placed or kept on any Lot, except in covered sanitary containers. In no event shall such containers be stored, kept, placed or maintained on any Lot where visible from the location on the street that is immediately in the front of the Dwelling except solely on a day designated for removal of garbage, then such containers may be placed in the designated location for pick-up of such garbage and the container will be removed from view before the following day. Materials incident to construction of improvements may be stored on Lots during construction by Declarant or any Builder designated by Declarant. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VII, 7.8*

### ***Trash Can Screening Standards (Per Revision 09/01/14)***

Garbage containers may be placed on the street "solely on the day designated for removal of garbage and the container will be removed from view before the following day." Currently our garbage is picked up on Monday and Thursday. To keep our neighborhood looking nice, please do not put your trash containers out at the curb until after dinner on the evening before the designated collection day.

The following Standards have been developed to assist Owners in constructing screening devices for their garbage containers and trash.

1. Screening of trashcans and/or garbage containers, including but not limited to recycle bins, may be accomplished by landscaping with evergreen plants or with fencing and must be located behind the front corner of the Dwelling a minimum of five (5) feet.
2. Evergreen plants are defined as shrubs/plants that are green and lush year-round and constantly prevent the view of concealed trash can containers from the street.
3. Fencing which is to be used as screening must be approved in writing by the ACA prior to construction. Type of fencing used should be of same wood type, color and material of privacy fence used to enclose the back yard of same Lot.
4. Fencing that encroaches any easements will not be approved.
5. The ACA will not approve fence screening in a location that will be offensive to neighboring property. (Example: Garbage containers stored within 15 feet of neighbor's front door or side windows)

*From Design Standards Authority for Retama Springs Homeowners Association, Inc. dated September 01, 2014, amendment to DCCR Article VII, 7.8*



## **Nuisances**

No noxious or offensive activity, including, without limitation, unreasonable smells, noise or aesthetics, will be carried on upon any Lot, nor will anything be done thereon which the Board determines, in its sole and absolute discretion, is or may become an unreasonable source of annoyance or nuisance to the Property. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VII, 7.9*

## **Antennae and Satellite Dishes**

Except with the written permission of the ACA or as provided herein, exterior antennae, aerials, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite or other signals of any kind may not be placed on the exterior of any Dwelling or on any portion of the Lot outside the Dwelling, except that (i) antennas, satellite dishes or other apparatuses that are one meter or less in diameter and that are designed to receive transmissions other than television broadcast signals shall be permitted; and (ii) antennas or satellite dishes designed to receive television broadcast signals shall be permitted. Any of the foregoing permitted devices and any other device permitted by the ACA (a "Permitted Device"), must be located in an area where such Permitted Device is not visible (for aesthetic reasons) from any portion of the street in front of the applicable Lot with the apparatus. However, if the Owner determines that the Permitted Device cannot be located in compliance with the foregoing non-visibility requirement without precluding reception of an acceptable quality signal, then the Owner may install the Permitted Device in the least conspicuous alternative location on the Lot where an acceptable quality signal can be obtained. The ACA in the ACA Standards may include rules or provisions regarding the type of additional Permitted Devices and/or the placement of Permitted Devices, provided that such ACA Standards do not conflict with the terms of this Section 7.10 and do not unreasonably increase the cost of installation, maintenance or use of the Permitted Device. A Permitted Device that complies with the provisions of this Section 7.10 and the ACA Standards shall not require the ACA's approval prior to installation. However, the ACA shall be the sole and exclusive authority for purposes of determining if the Item or device complies with the provisions of this Section 7.10 and the ACA Standards. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VII, 7.10*

### **Satellite Dishes and Antenna Standards (Per Revision 09/01/14)**

NOTE: Federal Laws prohibit the HOA from denying the placement of satellite dishes (with diameters of one (1) meter or less in size) and antenna (receiving television and/or radio signals) on the Lots.

However, we ask homeowners to place satellite dishes and television antenna in a location not visible from the street or at least five (5) feet from the front of the Dwelling.

*From Design Standards Authority for Retama Springs Homeowners Association, Inc. dated September 01, 2014, amendment to DCCR Article VII, 7.10*

## **Air-Conditioning Units**

Air-conditioning apparatuses must be installed on the ground behind the rear of the Dwelling or on the ground on the side of the Dwelling. No air-conditioning apparatus or evaporative cooler may be attached to any wall or any window of any Dwelling. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VII, 7.11*

## **Alternate Energy and Energy Efficient Standards**

### ***No Solar Collectors***

Except with the written permission of the ACA, no solar collector panels or similar devices may be placed on or around any Dwelling. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VII, 7.12*

### ***Solar Energy Devices Policy (Per Revision 01/19/12)***

For purposes of this policy: (i) a Solar Energy Device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy, and includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power;

The prior written approval of the architectural review authority established under the Declaration (the "Architectural Reviewer") shall be required for an owner or resident to install any Solar Energy Device. Any application to the Architectural Reviewer for installation of a Solar Energy Device must state the proposed installation location of the Solar Energy Device and include a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction, together with such other information as the Architectural Review may reasonably request. The Architectural Review must act provide its decision regarding the proposed installation within a reasonable period or within the period specified in the Declaration or other applicable governing document. The Architectural Reviewer may not withhold approval for installation of a Solar Energy Device UNLESS the Architectural Reviewer makes a determination that placement of the Solar Energy Device will create a condition that substantially interferes with the use and enjoyment of the property within the community by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The foregoing right of the Architectural Reviewer to make such a determination is negated if all owners of property immediately adjacent to the owner/applicant provide written approval of the proposed placement.

Without limitation on the foregoing, except as otherwise approved in writing by the Architectural Reviewer, the Solar Energy Devices set forth below shall be prohibited.

- 1) A Solar Energy Device that, as adjudicated by a court, threatens the public health or safety, violates a law.
- 2) A Solar Energy Device that is located on property owned or maintained by the Association.
- 3) A Solar Energy Device that is located on property owned in common by the members of the Association.
- 4) A Solar Energy Device that is located in an area on the owner's or resident's property other than (a) on the roof of the home or of another structure allowed under the Declaration and/or the governing documents of the community; or (b) in a fenced yard or patio owned and maintained by the owner or resident.
- 5) A Solar Energy Device, if mounted on the roof of the home, that (a) extends higher than or beyond the roofline or (b) is located in an area other than an area designated by the Architectural Reviewer, unless the alternate location increases the estimated annual energy production of the Solar Energy Device by more than ten percent (10%) above the energy production of the Solar Energy Device if located in an area designated by the Architectural Reviewer (such determination to be made by using a publicly available modeling tool provided by the National Renewable Energy Laboratory).
- 6) A Solar Energy Device that does not conform to the slope of the roof and has a top edge that is not parallel to the roofline.

- 7) A Solar Energy Device that has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace.
- 8) A Solar Energy Device, if located in a fenced yard or patio, that is taller than the fence line.
- 9) A Solar Energy Device that, as installed, voids material warranties.

During any "declarant control period," "development period," or other period provided for in the Declaration during which in which the developer of the project has reserved a right to facilitate the development, construction, and marketing of the project, and to direct the size, shape, and composition of the project (each, a "Development Period"), the developer may prohibit or restrict an owner or resident from installing a Solar Energy Device. Accordingly, and notwithstanding any provision in this policy to the contrary, during any applicable Development Period, the Architectural Reviewer may approve, deny, or further restrict the installation of a Solar Energy Device in any manner.

*From Retama Springs Homeowners Association, Inc. Policy Manual, Attachment 4, dated January 19, 2012, amendment to DCCR, Article VII*

### ***Solar Energy Devices Standards (Per Revision 09/01/14)***

NOTE: Chapter 202 of the Texas Property Code was amended June 17, 2011 that prevents HOA's from denying Solar Energy Devices but allows for certain limitations.

The ACA recognizes the economic and environmental benefits of its homeowners using alternative sources of energy, such as wind and solar power and energy saving devices such as shade structures. At this time, the ACA must also protect the aesthetics and quality of life of all homeowners from conditions that can be created by any structures on the Lots, as proved in the DCCR's. These guidelines are intended to help homeowners design, build and operate energy generation and energy saving systems consistent with the intent of the DCCR's and the objectives of the ACA Design Standards.

Energy efficiency facilities include without limitation, solar panels (including solar photovoltaic modules and solar thermal collections or arrays), wind turbine, evaporative cooler, shutters, and energy-saving exterior lighting devices.

All Solar Energy Devices must be approved by the ACA.

*From Design Standards Authority for Retama Springs Homeowners Association, Inc. dated September 01, 2014, amendment to DCCR Article VII, 7.12*

### ***Solar Panels (Per Revision 09/01/14)***

Certain solar collection nuisance conditions reflected below will cause the improvement to be denied by the ACA:

1. Glare from solar collectors.
2. Roof top or stand-alone structures interfering with neighbors' views.
3. Roof top installations which are not flush or flat with the pitch of the roof.
4. Devices installed in the back yard which is taller than the six (6) foot common boundary fences between Lots.
5. Framing materials, or standalone structures not compatible in shape, and color with the Dwelling or other structures on the property or surrounding area.

*From Design Standards Authority for Retama Springs Homeowners Association, Inc. dated September 01, 2014, amendment to DCCR Article VII, 7.12*

### ***Wind Generation (Per Revision 09/01/14)***

Wind power generation nuisance conditions reflected below will cause the improvement to be denied by the ACA:

1. Excessive noise due to normal or damaged operating conditions.
2. Visual intrusion into scenic views.
3. Damage to wildlife.
4. Risk of property damage or risk of human health due to falling towers and supports
5. Excessive height.
6. Excessive support or guy wire installation incompatible with the harmony and design of the Dwelling or surrounding area
7. Improper setback from the property boundary line, easements or other improvements on the Lot.

*From Design Standards Authority for Retama Springs Homeowners Association, Inc. dated September 01, 2014, amendment to DCCR Article VII, 7.12*

### ***Energy Efficient Roofing Materials Policy (Per Revision 01/19/12)***

Energy Efficient Roofing Materials, for purposes of this policy, means shingles that are designed primarily to: (a) be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities.

While an owner or resident desiring to install Energy Efficient Roofing Materials will be required to comply with all applicable architectural review procedures set forth in the Declaration and governing documents of the community, notwithstanding any provision to the contrary in the Declaration or other governing documents of the community, the Architectural Reviewer may not prohibit an owner or resident from installing Energy Efficient Roofing Materials, provided that the Energy Efficient Roofing Materials: (i) resemble the shingles used or otherwise authorized for use within the community; (ii) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the community; and (iii) match the aesthetics of adjacent property.

From Retama Springs Homeowners Association, Inc. Policy Manual, Attachment 4, dated January 19, 2012, amendment to DCCR, Article VII

### ***Rainwater Harvesting Systems Policy (Per Revision 01/19/12)***

The purpose of this policy is to set forth certain requirements with which owners and residents must comply concerning installation and use of rain barrels and rainwater harvesting systems and any related appurtenances (collectively, "Rainwater Systems") on any property owned or exclusively controlled by an owner or resident. To the extent that any provisions of this policy are held to be invalid, illegal, unenforceable or in conflict with any provision of applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Except as otherwise approved in writing by the architectural review authority established under the Declaration (the "Architectural Reviewer"), the following Rainwater Systems shall be prohibited:

1. a Rainwater System installed in or on any property owned by the Association or any property owned in common by the members of the Association;
2. a Rainwater System located between the front of the owner or resident's home and an adjoining

or adjacent street;

3. a Rainwater System that is of a color other than a color consistent with the color scheme of the owner's or resident's home; or
4. a Rainwater System that displays any language or other content that is not typically displayed by such Rainwater System as it is manufactured.

The prior written approval of the Architectural Review shall be required for an owner or resident to install any Rainwater System on the side of the owner's or resident's house, or at any other location that is visible from a street, another owner's or resident's property, or a common area (each, a "Visible Rainwater System"). In considering any Visible Rainwater System for approval, the Architectural Reviewer may regulate the size, type, shielding of, and materials used in the construction of the Visible Rainwater System; provided, however, that in no event may the Architectural Reviewer prohibit the economic installation of a Visible Rainwater System if there is reasonably sufficient area on the owner's or resident's property in which to install the Visible Rainwater System.

From Retama Springs Homeowners Association, Inc. Policy Manual, Attachment 3, dated January 19, 2012, amendment to DCCR, Article VII

#### ***Rainwater Harvesting Standards (Per Revision 09/01/14)***

All rainwater harvesting equipment must be approved by the ACA.

*From Design Standards Authority for Retama Springs Homeowners Association, Inc. dated September 01, 2014, amendment to DCCR*

#### ***Rain Barrels (Per Revision 09/01/14)***

The following requirements apply to the installation of rain barrels.

1. Rain barrels are not allowed in front yards. If located in side yards, they must be screened from view from the street.
2. It is recommended that rain water diverters be used so as to minimize alteration of existing downspouts.
3. Alteration of the downspouts shall be aesthetically pleasing.
4. Rain barrels shall have mosquito screening, and chemical treatment as required to prevent mosquito breeding.
5. Color shall be natural or to match Dwelling siding to blend in.
6. Rain barrels must be maintained and not allowed to rust or deteriorate and become an eye sore.
7. If pumps are added, they shall be screened so as to not be visible from the street or surrounding neighbors.

*From Design Standards Authority for Retama Springs Homeowners Association, Inc. dated September 01, 2014, amendment to DCCR*

#### **No Temporary Structures as a Residence**

No structure of a temporary character, including, without limiting the generality thereof, any tent, shack, garage or barn will be used on any Lot at any time as a residence, either temporarily or permanently; except that camping out in a tent, that is erected in the back yard behind a fully screened fence, is permitted provided that such activity is on a temporary basis and does not become or constitute a nuisance or unreasonable source of annoyance to the occupants of other Lots as determined by the Board in its sole and absolute discretion. This restriction will not be interpreted

to limit the right of Declarant or any Builder to use trailers or outbuildings as sales offices, selection center offices, construction offices or material storage facilities. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VII, 7.13*

### **Sidewalks**

The Owner shall be responsible for maintaining any sidewalk located on or within the 10 foot right-of-way in front of such Owner's Lot to the extent required by the City. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VII, 7.14*

### **Landscaping Maintenance**

All yards must be sodded or grassed within a reasonable time period not to exceed seven (7) months after the initial conveyance of a Lot with a Dwelling thereon to an Owner other than a Builder. Decorative ground cover rock (excluding flower beds and planters with mulch rather than rock) in the front and side yard may not exceed 10% of the total area of the front and side yard. All landscaping located on any Lot, including grass lawns, must be properly maintained at all times by the Owner of such Lot in a trimmed, well-kept and clean condition, as determined by the Board, in its sole and absolute discretion. Each Owner will keep all shrubs, trees, grass, and plantings of every kind on his or her Lot cultivated, pruned, free of trash, and other unsightly material. In addition, each Owner shall on a regular basis remove weeds from the yard, including, without limitation, flower beds and planter areas. No hardscape, including, without limitation, edging may include any symbols, characters, numbers or letters, unless approved by the ACA. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VII, 7.15*

### ***Retaining Walls (Per Revision 09/01/14)***

The ACA will not approve any landscaping bed retaining walls that will redirect the flow of water that was originally engineered for the Lot. *From Design Standards Authority for Retama Springs Homeowners Association, Inc. dated September 01, 2014, amendment to DCCR 7.15*

### ***Xeriscaping (Per Revision 09/01/14)***

In light of frequent and persistent drought conditions in the area, and recent legislation regarding HOA's and xeriscaping, the Retama Springs ACA has formulated the following guidelines to assist homeowners who wish to adopt water conservation friendly landscaping methods. Please be advised that all xeriscaping plans must be approved by the ACA BEFORE beginning any work on the project. The ACA believes that it is in the best interest of the Association and our fellow homeowners to follow these guidelines as closely as possible to preserve both the beauty of our community and the value of our homes.

Xeriscaping means using native and adapted plants which grow and sustain themselves with low water requirements, and that can tolerate heat and drought conditions. The San Antonio Water System (SAWS) is vigorously promoting xeriscaping for resource conservation and environment protection.

Pre-Existing DCCR landscaping requirements: While our recorded DCCR's require that 90% of the front and side yards be maintained as turf/sod, the recent amendments to the Texas Property Code has alleviated this requirement and allows the ACA to approve alternative variances. The turf amount requirement is the only substantial change required to begin the transition to a more environmentally friendly landscaping policy.

Artificial turf is not allowed.

Decorative: Large rocks/boulders should be used sparingly and positioned as focal points in your design, not the entire attraction. This will depend on the size of the area being xeriscaped, and can be a matter of taste to some extent. Avoid causing trip hazards and impeding visual sight lines. See also Lawn Decorations Standards below.

Non-Turf Areas: Use of natural stones and gravel such as pea gravel and river rock/gravel is encouraged. Stark white limestone gravel/stone is discouraged unless used as a sparingly contrast area in the design. Mulch of varying colors can be used in the designs but may be limited by the ACA.

Borders/Edging: Xeriscaped areas must be surrounded by a border to clearly define the xeriscaped areas from the turf areas. A xeriscaped area entirely enclosed within a retaining wall or raised bed qualifies as sufficiently defined. Metal edging in colors of green, black, brown, tan, terra cotta as long as it is properly staked in place, and set with top edge not more than two (2) inches above grade are allowed. Mortared masonry units such as stone, clay brick pavers, concrete masonry units manufactured as edging shapes are also allowed. If bricks are used as borders, they must be solid units, no holes exposed. Due to potential toxicity, pressure treated lumber or railroad ties are not allowed.

Weed Barriers/Landscaping Fabric: Any materials used to restrict weed growth in your xeriscape must be hidden from view (covered by mulch or other acceptable substrate). Homemade weed barriers such as old newspapers and cardboard may be used, as long as they are non-toxic and not visible.

Sidewalk Strips: Plants taller than 12 inches are prohibited for use in the sidewalk strip because it constitutes a visual safety hazard to pedestrians and drivers. Plants in the sidewalk strip must not run or encroach into the walking path. Spiky and thorny plants pose a risk to people and animals and are not allowed to be planted near sidewalks or easements (placed at least six (6) feet away from these areas). Rocks used in the sidewalk strip may not exceed six (6) inches. If gravel or stone is used in these strips care must be taken to clean up any spillage onto the sidewalks and/or streets.

Overall Xeriscape Landscape Maintenance Requirements: Xeriscaped areas are subject to the same maintenance requirements as other landscaping and must be maintained at all times to ensure an attractive appearance. Plants must be trimmed, beds must be kept weed and grass free, and borders must be edged. Sickly and dying plants must be removed and/or replaced. Perennials that die back during winter must be cut back to remove dead material. Mulched areas must have fresh mulch reapplied as needed. Plan to re-mulch as least once per year.

*From Design Standards Authority for Retama Springs Homeowners Association, Inc. dated September 01, 2014, amendment to DCCR 7.15*

## **Exterior Improvement Maintenance**

All improvements upon any Lot will at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner of such Lot in a presentable well-kept and clean condition, as determined by the Board, in its sole and absolute discretion. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VII, 7.16*

### ***Painting of Dwelling & Trim Color Standards (Per Revision 09/01/14)***

If you plan to paint your main dwelling the exact same color as originally painted by the builder then this would be considered maintenance and no approval for improvement required.

In an effort to promote harmony in the community, if you plan to change the color of your main

dwelling or trim work you must submit a request for approval to the ACA. The ACA will approve colors from the pre- approved paint colors contained in Appendix B of these Standards. If you plan to use a non-standard color, the ACA will determine if the color is aesthetically pleasing for the community as a whole. The ACA decision on paint colors in the community is final.

*From Design Standards Authority for Retama Springs Homeowners Association, Inc. dated September 01, 2014, amendment to DCCR*

### ***Approved Dwelling & Trim Colors (Per Revision 09/01/14)***

The Following paint colors were obtained from Pulte Homes March 2014 and were utilized in several communities. These colors may not be the same name as the original colors in the community as a result of Pulte changing the paint suppliers. However, they are reasonably the same color scheme as the original color scheme of the community. If the following color listed is not available for mixing, it is recommended the homeowner select a paint color that is the most similar match to the original color scheme of the home. All homeowners must submit for approval to the Retama Springs Architectural Committee (ACA) any improvement request with color samples and the assigned fee that applies.

#### Exterior Paint Colors

Sherwin Williams-  
Antique White  
Loggia  
Macadamia  
Panda White

*From Design Standards Authority for Retama Springs Homeowners Association, Inc, Appendix B, dated September 01, 2014, amendment to DCCR Article VII*

### ***Additional Approved Dwelling & Trim Colors-Exterior (Per Revision 06/22/17)***

#### HOA Approved Colors for the Exterior of the Home

BASE – Color for Siding

TRIM – Color for Trim (should contrast with BASE)

ACCENT- Color for Shutters and Door

SET 1 includes darker BASE colors with lighter TRIM colors

SET 2 includes lighter BASE colors with darker TRIM colors

Do not mix SET 1 colors with SET 2 colors without prior approval from the Architectural Control Committee (ACC). Other colors may be considered at the discretion of the ACC. The colors listed are Sherwin Williams colors. Paint from other vendors that has been color-matched to the approved colors are permitted.

[A pdf file of the color samples is available under the Forms and Documents heading on the FSR community website.]



Set 1-BASE

SW 0010 Wickerwork  
SW 2821 Downing Stone  
SW 6080 Utterly Beige  
SW 6100 Practical Beige  
SW 6108 Latte  
SW 6116 Tatami Tan  
SW 6117 Smokey Topaz  
SW 6124 Cardboard  
SW 6144 Dapper Tan  
SW 6150 Universal Khaki  
SW 6158 Sawdust  
SW 6248 Jubilee  
SW 7039 Virtual Taupe  
SW 7507 Stone Lion  
SW 7508 Tavern Taupe  
SW 7514 Foothills  
SW 7521 Dormer Brown  
SW 7522 Meadowlark  
SW 7525 Tree Branch  
SW 7538 Tamarind  
SW 7540 Artisan Tan  
SW 7550 Resort Tan  
SW 7658 Gray Clouds  
SW 7664 Steely Gray  
SW 7672 Knitting Needles  
SW 7715 Pottery Urn  
SW 7725 Yearling

Set 1-TRIM

SW 2859 Beige  
SW 6105 Divine White  
SW 6119 Antique White  
SW 6140 Moderate White  
SW 6148 Wool Skein  
SW 6154 Nacre  
SW 6155 Rice Grain  
SW 6385 Dover White  
SW 7001 Marshmallow  
SW 7006 Extra White  
SW 7008 Alabaster  
SW 7009 Pearly White  
SW 7011 Natural Choice  
SW 7012 Creamy  
SW 7036 Accessible Beige  
SW 7042 Shoji White  
SW 7102 White Flour  
SW 7536 Bittersweet Stem  
SW 7539 Stucco  
SW 7541 Grecian Ivory  
SW 7551 Greek Villa  
SW 7555 Patience  
SW 7564 Polar Bear  
SW 7567 Natural Tan  
SW 7568 Neutral Ground  
SW 7571 Casa Blanca  
SW 7628 Windfresh  
SW 7632 Modern Gray  
SW 7716 Croissant

Set 1-ACCENT

SW 2837 Aurora Brown  
SW 6013 Bitter Chocolate  
SW 6027 Cordovan  
SW 6055 Fiery Brown  
SW 6118 Leather Bound  
SW 6167 Garden Gate  
SW 6186 Dried Thyme  
SW 6188 Shade-Grown  
SW 6207 Retreat  
SW 6223 Still Water  
SW 6244 Naval  
SW 6249 Storm Cloud  
SW 6258 Tricorn Black  
SW 6478 Watery  
SW 6993 Black of Night  
SW 7026 Griffin  
SW 7027 Well-Bred Brown  
SW 7505 Manor House  
SW 7582 Salute  
SW 7584 Red Theatre  
SW 7593 Rustic Red  
SW 7602 Indigo Batik  
SW 7620 Seaworthy  
SW 7622 Hamburg Gray  
SW 7625 Mount Etna  
SW 7674 Peppercorn  
SW 7675 Sealskin  
SW 7730 Forrestwood

Set 2-BASE

SW 6098 Pacer White  
SW 6121 Whole Wheat  
SW 6148 Wool Skein  
SW 6252 Ice Cube  
SW 6385 Dover White  
SW 7517 China Doll  
SW 7526 Maison Blanche  
SW 7628 Windfresh White

Set 2-TRIM

SW 2840 Hammered Silver  
SW 2841 Weathered Shingle  
SW 6079 Diverse Beige  
SW 6172 Hardware  
SW 7507 Stone Lion  
SW 7644 Gateway Gray

Set 2-ACCENT

SW 0008 Cajun Red  
SW 2837 Aurora Brown  
SW 6034 Arresting Auburn  
SW 6173 Cocoon  
SW 6206 Oyster Bay  
SW 6207 Retreat  
SW 6234 Uncertain Gray  
SW 6244 Naval  
SW 6335 Fired Brick  
SW 7034 Status Bronze  
SW 7047 Porpoise  
SW 7048 Urbane Bronze  
SW 7067 City Scape  
SW 7593 Rustic Red  
SW 7602 Indigo Batik  
SW 7617 Mediterranean  
SW 7622 Hamburg Gray

***Driveway Improvement Standards (Per Revision 09/01/14)***

1. The ACA will allow the widening of driveways with a maximum of two (2) feet on each side of the driveway or to the corner of the main dwelling whichever is more restrictive.
2. Materials of construction must match the existing driveway or complement it. The installation of materials should be of a finished look and quality. Poor workmanship that results in cracks of brick and/or mortar that form ruts with continued driving/parking of vehicle traffic will be required to be replaced or removed.
3. Architectural approval, if granted, does not waive any provision of the protective covenants, any building code(s), any ordinance(s), and rule of law, or statute that may affect such construction. Building permits must be obtained prior to the commencement of any work. (Please understand that there may be penalties from your local municipality for not obtaining a permit.)

*From Design Standards Authority for Retama Springs Homeowners Association, Inc. dated September 01, 2014, amendment to DCCR*

***Curb Addresses (Per Revision 09/01/14)***

The ACA will allow house markers to be painted on the curb with white letters on black background. No logos of any kind will be permitted.

*From Design Standards Authority for Retama Springs Homeowners Association, Inc. dated September 01, 2014, amendment to DCCR*

### **Stained Concrete (Per Revision 09/01/14)**

The ACA will not approve the application of stain, paint, or any other application on any concrete surfaces that are visible from the street.

*From Design Standards Authority for Retama Springs Homeowners Association, Inc. dated September 01, 2014, amendment to DCCR*

### **Garages**

Garages may be used as Declarant's or a Builder's sales offices prior to permanent occupancy of the main structure; however, sales offices must be converted to garages prior to permanent occupancy. With the exception of periods when garages are used by the Declarant or Builder as sales offices, all garages will be maintained for the storage of automobiles, and no garage may be enclosed or otherwise used for habitation. No carports are permitted on a Lot. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VII, 7.17*

### **Clothes Hanging Devices**

No clothes hanging devices exterior to a Dwelling are to be constructed or placed on the Lot, except within the Dwelling. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VII, 7.18*

### **Window Treatment**

No Aluminum foil, newspaper, reflective film or similar treatment will be placed on windows or glass doors of a Dwelling. Bed sheets and similar linens may only be used during the first 60 days after such Owner acquires title to the Lot. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VII, 7.19*

### **Mining**

No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind will be permitted upon or in any Lot, nor will oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas will be erected, maintained or permitted upon any Lot. No tank for the storage of oil or other fluids may be maintained on any of the Lots above the surface of the ground. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VII, 7.20*

### **Mail Boxes**

Mailboxes shall be erected and maintained upon areas determined by the U.S. Postal Service in accordance with the current postal authority standards. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VII, 7.21*

### ***Mail Boxes & Street Poles Standards (Per Revision 09/01/14)***

Mailboxes throughout the neighborhood are property of the United States Postal Service. They are not to be used as bulletin boards.

Street light poles and utility poles in the community are property of the City of Selma/Schertz or GVEC. They are not to be used as bulletin boards.

*From Design Standards Authority for Retama Springs Homeowners Association, Inc. dated September 01, 2014, amendment to DCCR, Article VII, 7.21*

### **Athletic and Recreational Facilities**

No outdoor athletic and recreational facilities such as playscapes, swing sets and sport courts may be placed on a Lot unless (i) such item is placed within a backyard that has a fence that completely encloses the backyard and the location and the item does not exceed 10 feet in height, or (ii) such item is a temporary and movable facility that is stored each night in the garage, the Dwelling or other fully screened area. Notwithstanding the foregoing, basketball goals and any other recreation equipment designated by the ACA may be located on any portion of the Lot (including side yards) that is behind any portion of the rear of the Dwelling. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VII, 7.22*

### ***Athletic and Recreational Facilities (Per Revision 09/01/14)***

Any equipment that can be seen in the backyard over the six (6) feet line of the privacy fence must be submitted to the ACA for approval. (Example: trampolines with safety nets). *From Design Standards Authority for Retama Springs Homeowners Association, Inc. dated September 01, 2014, amendment to DCCR, Article VII, 7.22*

### ***Playscapes (Per Revision 09/01/14)***

1. All play structures must be of good quality workmanship and properly maintained. Structures that are deteriorating, or are obviously poorly constructed will be required to be removed or rebuilt.
2. The maximum height of play structures shall not exceed 8ft from the height of the swing beam to the ground. A canopy may exceed the eight (8) feet limit, within reason, and with ACA approval.
3. Location of any play structure shall not encroach any easement(s) and must be located behind the rear wall of the Dwelling nor be placed over any vegetative filtration strips (if these strips exist in the sub-division).

*From Design Standards Authority for Retama Springs Homeowners Association, Inc. dated September 01, 2014, amendment to DCCR, Article VII, 7.22*

### ***Permanent Basketball Goals (Per Revision 09/01/14)***

Permanent basketball goals (BBG) are NOT allowed and may not be attached to the home or garage. Permanent in-ground poles for basketball goals that are generally defined as those that are installed in appropriate footing (concrete) and are not meant to be removed unless the pole is replaced are not allowed.

*From Design Standards Authority for Retama Springs Homeowners Association, Inc. dated September 01, 2014, amendment to DCCR, Article VII, 7.22*

### ***Portable Basketball Goals (Per Revision 09/01/14)***

In an effort, to keep our neighborhood highly desirable and to assist in our Homeowners' rights and convenience, portable basketball goals will be allowed. The Board of Directors and your ACA Members urges each Owner to keep in mind the right to enjoyment of their neighbors when engaging in play with their basketball goals and respect the property, safety, and creation of noise nuisances to those around you. The noise from bouncing balls, excited voices of players, the ball intruding onto other homeowner's property or striking parked cars can cause friction between neighbors. The following Standards have been developed to help alleviate these issues.

1. The ACA will approve only one (1) portable basketball goal per Lot.
2. Portable basketball goals and/or backboards placed alongside a driveway must be on the side of the driveway that consists of the major portion of the front lawn belonging to the same Dwelling, rather than on the minimal side yard of the driveway.
3. Portable basketball goals and/or backboards can be placed a maximum of ten (10) feet from the garage door but shall not be placed closer to the sidewalk than five (5) feet.
4. Portable basketball goals and/or backboards may not be placed on any common areas of the community.
5. All metalwork shall be treated to avoid rust and properly maintained and the net must be replaced when necessary. Broken goals or backboards should be removed and stored out of view until repaired.
6. Placing portable basketball goals and/or backboards on public streets, cul-de-sacs or sidewalks are violation of certain codes and are not allowed.

*From Design Standards Authority for Retama Springs Homeowners Association, Inc. dated September 01, 2014, amendment to DCCR, Article VII, 7.22*

### **Lighting; Exterior Holiday Decorations**

Lighting and/or decorations on a Lot may not be used or placed in a manner which, in the Board's sole and absolute discretion, constitutes a nuisance or an unreasonable source of annoyance to the occupants of other Lots. Except for lights and decorations within the interior of a Dwelling that are not displayed in a window, lights and decorations that are erected or displayed on a Lot in commemoration or celebration of publicly observed holidays may not be displayed more than six (6) weeks in advance of that specific holiday and must be removed within 30 days after the holiday has ended. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VII, 7.23*

### ***Light Fixtures (Per Revision 09/01/14)***

Each Dwelling has unique styles of light fixtures above one end of the garage door, at the front door, and on the side or rear patio. Because these fixtures are unique to each Dwelling, The ACA generally regards their replacement as a matter of routine maintenance as long as the new fixture is similar in type and not out of character with the lights on other Dwellings. *From Design Standards Authority for Retama Springs Homeowners Association, Inc. dated September 01, 2014, amendment to DCCR, Article VII, 7.23*

### ***Security Lights and Floodlights (Per Revision 09/01/14)***

Mercury vapor, sodium vapor, halogen, fluorescent and similar “security lights” are potentially garish intrusions on the appearance of the neighborhood and are not allowed.

Spotlights and yard floodlights must be aimed so they do not cause a hazard to drivers or a nuisance to adjacent homeowners. *From Design Standards Authority for Retama Springs Homeowners Association, Inc. dated September 01, 2014, amendment to DCCR, Article VII, 7.23*

### ***Low-voltage Accent Lighting (Per Revision 09/01/14)***

The ACA requires Homeowners to submit a request for approval for the installation of low-voltage accent or landscape lighting in the front of the Dwelling that can be viewed from the street. To assist the ACA review process, the request should contain a drawing showing the placement of each light on the Lot and a photograph of the type of light.

Low-voltage accent or landscape lighting that is concealed from view by the backyard fencing does not require approval by the ACA. *From Design Standards Authority for Retama Springs Homeowners Association, Inc. dated September 01, 2014, amendment to DCCR, Article VII, 7.23*

### ***Lamp posts (Per Revision 09/01/14)***

The installation of permanent in-ground lamppost must be approved by the ACA. A complete list of materials including color, wattage, height, and diagram of lot indicating proposed placement should be included with the ACA Request. *From Design Standards Authority for Retama Springs Homeowners Association, Inc. dated September 01, 2014, amendment to DCCR, Article VII, 7.23*

### **Lawn Decorations and Sculptures**

The Owner must have the approval of the ACA to place any decorations, sculptures, fountains, flags and similar items on any portion of such Owner's Lot except the interior of the Dwelling, unless (i) such item is placed within a backyard completely enclosed by a fence which blocks the view of the item at ground level; and (ii) such item is no taller than the fence. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VII, 7.24*

### ***Religious Items Policy (Per Revision 01/19/12)***

The purpose of this policy is to set forth certain requirements with which owners and residents must comply concerning religious items displayed or affixed by the owner or resident to the entry to the owner's or resident's dwelling. To the extent that any provisions of this policy are held to be invalid, illegal, unenforceable or in conflict with any provision of applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

An owner or resident is permitted to display or affix to the entry door or door frame of the owner's or resident's dwelling one or more religious items, the display of which is motivated by the owner's or resident's sincere religious belief (collectively, "Religious Displays").

Except as otherwise approved in writing by the architectural review authority established under the Declaration, the requirements set forth below shall apply with respect to Religious Displays.

1. The following Religious Displays shall be prohibited:
  - a. A Religious Display which violates applicable law, contains language, graphics, or any display that is patently offensive to a passerby;
  - b. A Religious Display which, in the reasonable opinion of the Association's Board of Directors, or any property manager or other third-party acting by or on behalf of the Association, threatens the public health or safety;
  - c. A Religious Display which is installed in a location other than the entry door or door frame or which extends past the outer edge of the door frame of the owner's or resident's dwelling; or
  - d. a Religious Display which, individually or in combination with each other Religious Display displayed or affixed to the entry door or door frame of the owner's or resident's dwelling, has a total size of greater than twenty-five (25) square inches.
2. Nothing in this policy may be construed in any manner to authorize an owner or resident to use a material or color for the entry door or door frame of the owner's dwelling, or make an alteration to the entry door or door frame that is not otherwise permitted pursuant to the Association's governing documents.
3. The Association shall be permitted to remove any Religious Display which is in violation of the terms and provisions of this policy.

*From Retama Springs Homeowners Association, Inc. Policy Manual, Attachment 2, dated January 19, 2012, amendment to DCCR, Article VII, 7.24*

### ***Statuary & Yard Art Standards (Per Revision 09/01/14)***

The Owner must have the approval of the ACA to place any decorations, sculptures, fountains, flags and similar items on any portion of such Owner's Lot except the interior of the Dwelling, unless (i) such item is placed within a back yard completely enclosed by a fence which blocks the view of the item at ground level; and (ii) such item is no taller than the fence.

Items such as urns, pots, birdbaths, statuary, and other man-made ornamentation may not exceed four (4) items in public view.

*From Design Standards Authority for Retama Springs Homeowners Association, Inc. dated September 01, 2014, amendment to DCCR, Article VII, 7.24*

## ***Flags and Flagpoles (Per Revision 01/19/12)***

The purpose of this policy is to set forth certain requirements with which owners and residents must comply concerning any flags or flagpoles installed by them. To the extent that any provisions of this policy are held to be invalid, illegal, unenforceable or in conflict with any provision of applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

An owner or resident wishing to install (1) the flag of the United States of America; (2) the flag of the State of Texas; or (3) an official or replica flag of any branch of the United States armed forces (collectively, the "Permitted Flags") need not secure approval by the architectural review authority established under the Declaration (the "Architectural Reviewer") provided that such owner or resident fully complies with all of the requirements set forth herein. An owner or resident wishing to install any flag other than a Permitted Flag, or to install a flag or flagpole, including a Permitted Flag, in a manner which deviates from the requirements set forth herein, may not do so unless and until the owner or resident has secured the prior written approval of the Architectural Reviewer.

Except as otherwise approved in writing by the Architectural Reviewer, the following requirements shall apply with respect to the installation of flags and flagpoles by owners and residents:

1. Flags and flagpoles may be installed by an owner or resident only on the owner's Lot or other property owned or exclusively controlled by such owner or resident.
2. No more than one (1) flagpole may be installed per owner/resident, which flagpole shall not exceed twenty feet (20') in height nor five feet (5') in length.
3. No flag displayed on any flagpole may be more than three feet (3') in height by five feet (5') in width (3'x5').
4. The flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections S-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code.
5. Any flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling.
6. The display of a flag, or the location and construction of the supporting flagpole, must comply with all applicable zoning ordinances, easements and setbacks of record.
7. A displayed flag and the flagpole on which it is flown must be maintained in good condition. Any deteriorated flag or deteriorated or structurally unsafe flagpole must be promptly repaired, replaced, or removed.
8. Any flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring property.
9. Any external halyard of a flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the flagpole.

From Retama Springs Homeowners Association, Inc. Policy Manual, Attachment 1, dated January 19, 2012, amendment to DCCR, Article VII, 7.24



### ***Flags and Flagpoles (Per Revision 09/01/14)***

For All Flagpoles Six (6) Feet in Length or Shorter, the Following Guidelines Apply:

1. The flagpole may be mounted on the house or garage on a permanent or temporary basis.
2. The dimensions of the flags may either be three feet by five feet (3' x 5') or four feet by six feet (4' x 6').
3. If evening display of the flag is desired the flag may be lit from the base of the flagpole (maximum of two light fixtures) with a total of no more than 150 watts. The light must shine directly up at the flag, and cannot cause any type of light spillage onto adjoining properties.
4. House-mounted flagpoles must be removed from view when no flag is displayed.
5. All flags and flagpoles must be properly maintained at all times, including, but not limited to, replacement of faded, frayed or torn flags; and replacement of poles that are bent, rusted or damaged in any way.
6. Attaching flagpoles to fences or trees is not permitted. Flags cannot be displayed from fences or shrubbery. All proper flag etiquette must be followed.
7. For all flagpoles six (6) feet in length or shorter, no submission for approval is necessary provided these guidelines are followed. Any installation of a flagpole or flag not in compliance with these guidelines will be considered a use restriction violation and will be dealt with accordingly.

*From Design Standards Authority for Retama Springs Homeowners Association, Inc. dated September 01, 2014, amendment to DCCR, Article VII, 7.24*

### ***Flagpoles Greater than Six (6) Feet or In-Ground (Per Revision 09/01/14)***

For All Permanent and Temporary In-Ground Flagpole Installations Where the Pole is Taller Than Six (6) Feet, the Following Guidelines Apply:

The following guidelines have been developed to assist the homeowner in complying with the above requirement of the use restrictions. An Improvement Request Form must be submitted for review by the Architectural Control Authority for all permanent and temporary flagpoles taller than six feet. Formal approval from the Authority will be required before installation may begin.

1. Permanent in-ground flagpoles are generally defined as those that are installed in an appropriate footing (concrete) and are not meant to be removed unless the flagpole is being replaced. Temporary in-ground flagpoles are generally defined as those poles that are installed in the ground by a sleeve or telescoping system that is designed to allow the easy removal and reinsertion of the pole.
2. The tops of permanent or temporary flagpoles may not be lower than fifteen (15) feet, nor taller than twenty (20) feet, when measured from ground level (including the pole ornamentation). The size of the flag must be appropriate for the height of the flagpole. For example, a twenty (20) foot pole may not fly a flag larger than four feet by six feet (4' x 6').
3. Flagpole halyards must be of a type, which does not make noise under any wind conditions. Halyards must be securely fastened.
4. Poles must be mounted on an appropriate footing and if this footing is visible, it must be screened with adequate landscaping. All flagpoles must be installed per the manufacturer's guidelines.
5. The pole may be white, silver or bronze. Pole material must be metal. The only pole

ornament that will be permitted is a ball of the same material and color as the pole or polished brass.

6. The preferred location for placement of the pole is within a landscaped bed; however under all circumstances, flagpoles may not be placed more than ten (10) feet from the foundation of the house (residential structure, not from the front of an attached garage). On houses that have a front yard fifteen (15) feet or less in depth, the pole may be placed in a position, equidistant from the house's foundation and the sidewalk. Poles may only be installed in front yards and within the established building lines. Poles must not be installed in a manner that prevents a view obstruction to neighbors.
7. If a flag is to be flown daily (from dusk till dawn), then a permanent pole may be installed. If a flag is only going to be flown on specific holidays (as per the Flagpole Etiquette Guidelines) or less frequently than every day, then the pole must be a temporary in ground pole and it must be removed from the ground on those days that a flag is not being flown.
8. If the flag is to be flown after dusk, it must be properly illuminated per the Flagpole Etiquette Guidelines. The flag may be lit with an in-ground light (maximum of two bulbs) with a total of no more than 150 watts. The light must shine directly up at the flag. It cannot cause any type of light spillage onto adjoining properties.
9. Only the United States of America flag, Texas State flag, or a branch of the US Military flag may be flown on these flagpoles.
10. The flag and flagpole must be properly maintained at all times. Should the flag become faded, frayed or torn; it must be replaced immediately. If the flagpole becomes scratched, dented, leaning; or if the paint is chipped or faded, it must be replaced or repaired immediately.
11. Submittal Requirements: Include a completed Improvement Request Form, with a site plan showing the proposed location of the pole, along with pictures of the front of the house showing existing tree conditions. State the size and color of the pole.
12. Any installation of a flagpole or flag not in compliance with these guidelines will be considered a use restriction violation and will be dealt with accordingly. The Architectural Control Authority may use its discretion in homeowner requests related to flagpole size and location. These decisions will be considered on their merits, on a case-by-case basis.

*From Design Standards Authority for Retama Springs Homeowners Association, Inc. dated September 01, 2014, amendment to DCCR, Article VII, 7.24*

### **Federal Flag Statute (Per Revision 09/01/14)**

Includes excerpts from the Federal Flag Statute (United States Code, Title 4, Chapter 1, Sections 1-10):

The following regulations set forth the existing rules, customs and etiquette pertaining to the display and use of the flag of the United States of America.

#### Section 6: Time and Occasions for Display

- (a) It is the universal custom to display the flag only from sunrise to sunset on buildings and on stationary flagstaffs in the open. However, when a patriotic effect is desired, the flag may be displayed 24 hours a day if properly illuminated during the hours of darkness.
- (b) The flag should be hoisted briskly and lowered ceremoniously.
- (c) The flag should not be displayed on days when the weather is inclement, except when an all-weather flag is displayed.
- (d) The flag should be displayed on all days, especially on New Year's Day, January 1;

Inauguration Day, January 20; Martin Luther King Jr.'s birthday, third Monday in January; Lincoln's Birthday, February 12; Washington's Birthday, third Monday in February; Easter Sunday (variable); Mother's Day, second Sunday in May; Armed Forces Day, third Saturday in May; Memorial Day (half-staff until noon), the last Monday in May; Flag Day, June 14; Independence Day, July 4; Labor Day, first Monday in September; Constitution Day, September 17; Columbus Day, second Monday in October; Navy Day, October 27; Veterans Day, November 11; Thanksgiving Day, fourth Thursday in November; Christmas Day, December 25; and such other days as may be proclaimed by the President of the United States; the birthdays of States (date of admission); and on State holidays.

- (e) Architectural approval, if granted, does not waive any provision of the protective covenants, any building code(s), any ordinance(s), and rule of law, or statute that may affect such construction. Building permits must be obtained prior to the commencement of any work. (Please understand that there may be penalties from your local municipality for not obtaining a permit.)

*From Design Standards Authority for Retama Springs Homeowners Association, Inc. dated September 01, 2014, amendment to DCCR, Article VII, 7.24*

### **No Lot Consolidation or Division**

No Owner, other than Declarant, may divide any Lot and/or consolidate any adjoining Lots and/or any portion thereof. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VII, 7.25*

### **Drainage Alteration Prohibited**

Unless approved by the ACA, no Owner will (i) alter the surface water drainage flows of a Lot as originally established at the time of the initial construction of the Dwelling; or (ii) install landscaping or other improvements that may interfere with, obstruct or divert drainage flows established by the Declarant or any Builder. The foregoing shall not prevent or limit the Declarant from performing any grading work and/or changing any surface water drainage flow on any Lot. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VII, 7.26*

### **Construction Activities**

This Declaration will not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction or remodeling of or making of additions to improvements by an Owner (including Declarant) upon any Lot within the Property. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with diligence and conforms to usual construction practices in the area. If construction upon any Lot does not conform to usual practices in the area as determined by the Board in its sole good faith judgment, the Board will have the authority to obtain an injunction to stop such construction. In addition, if during the course of construction upon any Lot, there is an excessive accumulation of debris of any kind that is offensive or detrimental to the Property or any portion thereof, then the Board may contract for or cause such debris to be removed, and the Owner of such Lot will be liable for all expenses incurred in connection therewith. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VII, 7.27*

## **Declarant and Builder Development and Construction**

Notwithstanding any other provision herein, Declarant, and its successors and assigns, and any Builders, will be entitled to conduct on the Property all activities normally associated with, and convenient to, the development of the Property and the construction and sale of Dwellings on the Property. *From Declaration and Covenants, Conditions and Restrictions for Retama Springs Subdivision, dated October 25, 2005, Article VII, 7.28*

## Definitions and Glossary of Terms:

**ACA Committee** Committee appointed by the Board or Declarant, as directed by the restrictive covenants, which address matters of deed restriction enforcement and approval of improvements.

**ACA** or "Architectural Control Authority" shall have the meaning provided such terms in Section 6.2 herein.

**ACA Standards** means standards adopted by the ACA regarding architectural and related matters, including, without limitation, architectural design, placement of improvements, landscaping, color schemes, exterior finishes and materials and similar features which may be either recommended or required by the ACA for use within the Property.

**Articles of Incorporation** means the Articles of Incorporation of the Association.

**Association Easement** means that certain easement described and/or depicted on Exhibit "D" attached hereto.

**Association Maintenance Fencing** means that certain fencing installed by Declarant on the Association Easement as described and/or depicted on Exhibit "E" attached hereto.

**Association** means Retama Springs Homeowners Association, Inc., a Texas nonprofit corporation established for the purposes set forth herein.

**Board** means the Board of the Association.

**Builder** means any person or entity who purchases one or more Lots for the purpose of constructing improvements for later sale to consumers in the ordinary course of such person's or entity's business.

**By-laws** means the by-laws of the Association.

**City** means the City of Selma, Texas.

**Common Area** All areas (including the improvements thereon) within the community owned or to be owned by the Association, if any for the common use and enjoyment of the Members.

**Common Expenses** means the actual and estimated expenses incurred or anticipated to be incurred by the Association for the benefit of the Member(s) and/or the Common Maintenance Areas.

**Common Maintenance Areas** means the Common Areas, if any, and any areas within public rights-of-way, easements (public and private), portion of a Lot, public parks, private streets, landscaping, entry features, fence or similar areas described or depicted on Exhibit "C" attached hereto, that either the Board deems necessary or appropriate to maintain for the common benefit of the Members or that is shown on a Recorded plat of the Property or portion thereof as being maintained by the Association.

**County** means the County of Bexar.

**Declarant** means Centex Homes, a Nevada general partnership, and its successors and assigns as provided in Section 12.12 herein.

**Declaration** means this Declaration of Covenants, Conditions and Restrictions for Retama Springs Subdivision, and any amendments and supplements thereto made in accordance with its terms.

**Designated Interest Rate** means the interest rate designated by the Board from time to time, subject to any Interest limitations under Texas law. If the Board fails to designate an interest rate, then the interest rate shall be the lesser of 12% per annum or the highest rate permitted by Texas law. The Designated Interest Rate is also subject to the limitations in Section 12.6 herein.

**Development Period** means the period commencing upon the date of this Declaration and expiring upon the earlier of (i) when Declarant does not own any real property within the Property, or (ii) when Declarant executes a document stating the Development Period has terminated, which termination document may be executed during the period when Declarant still owns real property within the Property.

**Drainage Easement** An easement that is granted in order to ensure proper drainage. Improvement work in this easement could cause drainage problems.

**Dwelling** means any residential dwelling situated upon any Lot.

**Dwelling** Any residential dwelling situated upon any Lot.

**Easement** An easement gives the holder the right to use another's land for a specific purpose.

**Entry Signs** means the entry feature signs for the subdivision that are placed by the Declarant or its agents on the Common Area and/or on the Association Easement as described and/or depicted on Exhibit "F" attached hereto.

**Harmony** In the opinion of the ACA "the interweaving of different residences into an image of our neighborhood as a single whole where each residence respects the others and the method, quality of construction and color are in agreement with the whole."

**Improvement** Anything that is placed, changed or added on your house or lot that has a permanent or semi-permanent location.

**Lot** Any separate residential building parcel shown on a Recorded subdivision plat of the Property, but only if such parcel has in place the infrastructure (including utilities and streets) necessary to allow construction of a single-family home thereon.

**Maintenance Easement** An easement that is granted in order to provide access for maintaining an improvement.

**Member** means any person, corporation, partnership, joint venture or other legal entity that is a member of the Association pursuant to the terms in Article III herein.

**Notice of Non-Compliance** A legal filing that is recorded with the County Clerk of Public Records that indicates that a property is not in compliance with the restrictive covenants. When a home is sold, a title company does a search to see if there are any deficiencies that might affect a new purchaser; a notice of noncompliance normally would show up in this search.

**Official Plat** Your original survey which already shows the location of your residence on the lot.

**Owner** means the record owner, whether one or more persons or entities, of fee simple title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an

obligation. If a Lot is sold under a Recorded contract for deed, then the purchaser (rather than the fee Owner) will be considered the Owner.

**Plat** A plan, map, or chart of a piece of land with actual or proposed features.

**Property** means the real property described on Exhibit "A" attached hereto (other than areas dedicated to the City or County) and such additional property as is brought within the jurisdiction of the Association and made subject to this Declaration.

**Record**, "Recording" or "Recorded" means the filing of a legal instrument in the Public Records of Bexar County, State of Texas, or such other place as may be designated as the official location for filing deeds, plats, and similar documents affecting title to real property.

**Semi-Permanent** Anything that remains in the same place or general area for more than four (4) consecutive days.

**Specifications** A detailed precise presentation of something or of a plan or proposal for something.

**Survey** The resulting document from a surveyor's analysis of your property delineating easements, property lines, location of structures etc. This is usually completed every time a property is sold that is subject to a mortgage from a lending institution.

**Utility Easement** An easement granted so that the utility companies - electric, gas, cable etc., can have access to put in and maintain their infrastructure.



## **Get involved!**

To join any of our Committees (Social, Safety/Neighborhood Watch, or Parks), simply email [Retamaspringscommunity@gmail.com](mailto:Retamaspringscommunity@gmail.com) and let us know which committee(s) you'd like to join.

## **Stay in the know.**

Go to [Retamaspringshoa.com](http://Retamaspringshoa.com) for:

- Contact info for board and HOA management company
- Links to neighborhood rules and policies
- Info about events and Board meetings
- Useful tips and news

Find us on  **Nextdoor**

- This app is used by neighbors to share information quickly. Recent examples include: Loose dogs, lost packages, found keys, and posts about local events.

Or on  **facebook**

- Ask to join **Retama Springs Community** and keep in touch with neighbors.

Go to [ciaservices.com](http://ciaservices.com), then go to **Find My Community**, and select **Retama Springs** for:

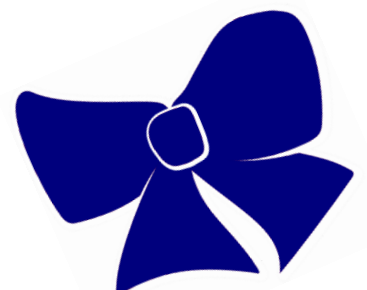
- Information regarding your HOA account
- Link to make a payment
- Links to the original Declaration of Covenants, Conditions, and Restrictions (DCCR's), Amendments, and Meeting Minutes

Check the **Bulletin Boards** at each mailbox for:

- Posts about meetings and events
- Did You Know... A series of FAQ's prepared by the HOA President

Email [Retamaspringscommunity@gmail.com](mailto:Retamaspringscommunity@gmail.com):

- To VOLUNTEER for one of our Committees.
- To communicate directly with the Board regarding requests or concerns
- To get help with any of the links/apps above
- Anytime you have something to share
- 





## President's Report from 2018 HOA Meeting

First, I would like to thank my fellow Board members for all their hard work to make Retama Springs a better subdivision over the last 12 months. There have been several events, as well as some changes, and none of it would have been possible without the Board members and all the volunteers.

I am sure most of you know Jeff Matney, who is responsible for implementing and continuing the Neighborhood Watch Program. He also took the lead on planning the second annual Community BBQ and the Parties for National Night Out. Jayne Bodmann lead the Social Committee which had several Movies in the Park, Holiday Decorating Contests and organized a community garage sale. Nicole Matney organized this year's Holiday Market where several residents set up booths. Also, a special thanks to Jeanne Tarrants that not only served on the Board for the past year, but also created our very own website for Retama Springs and organized some the documents on the website, took the lead on getting additional preapproved colors of paint and stain and did a lot of the organizing for all the events we had. Finally, I would like to thank all the members of the ACC committee. They reviewed every single request submitted by every homeowner that made changes to the exterior of their homes.

The Board held several meetings throughout the year and I think that we accomplished a lot to benefit Retama Springs. In the last 12 months the Board succeeded in moving the quarterly board meetings closer to Retama Springs so more residents could attend. We held 3 meetings at River City Community Church and have had a few residents attend each meeting. Over the past year, we had 2 Board members resign and had to appoint new members. We also had another recent resignation so there are 4 spots that will be voted in tonight. The Board also worked on creating a fine schedule so that the existing fine policy could be enforced on residents with ongoing violations. We increased the number of mows in the landscaping contract to minimize snake habitat. We also went through monthly financial reports to figure out where our money is being spent and to figure out ways we can save money as well as approving an annual budget for 2018.

Some of the upgrades that have been completed over the last 12 months are more noticeable than others. At the playground, we added a tea house for extra shade, completed the sidewalk to go all the way around the playground and extended the sidewalk to connect to Derby Vista. We were finally able to add Kiddie Mulch at the playground because the old mulch would wash away since there was no sidewalk border to retain the mulch. There were some major changes at the Nature Park that include a ¼ mile trail, a large tea house and a full-size soccer goal that was donated by a homeowner in Retama Springs. Some of the less noticeable upgrades are installing motion lights on the shed and tea house, installing trashcans and having them serviced weekly as well as adding shelves in the shed and staining all the picnic tables. We also purchased reusable signs for our events that can be placed at both entrances to our subdivision.

The board has already approved phase 2 of the Nature park upgrades which will include adding an access point from the corner of Derby Vista and Clydesdale Run. Also, we will begin backfilling away from the curb of the walking trail to make it more of a slope instead of a high curb.

I would also like to thank some of the active groups and volunteers we have in our community that use our parks. The girl scouts have helped with many of the events, put up a Christmas tree at the tea house, and hosted a drive-thru cookie booth. We also had a family sell lemonade at the park to raise money for Hurricane Harvey relief. One of the soccer teams moved the soccer goal to the park from the donor's home. We even had Santa visit the Nature Park a few times so families could take pictures! These groups as well as all the other volunteers make Retama Springs a great place to live.

The board members want to keep this community a great place to live and raise our families. To do that, we need more volunteers to help plan community events and spread the word that the Board of Directors hopes to make Retama Springs a better community than what we started with. We continue to try to change the stigma of HOA's and I think we've convinced a few residents over this past year. Hopefully, as more neighbors get involved, there will be less complaining and more solutions.

## Retama Springs Nature Park History

As you may have noticed, the first leg of the walking trail is complete. The trail is 1/4 mile long and runs along the outer edges of the park while trying to avoid the large open areas of the park. Also, a roomy Tea House (gazebo/cabana/pavilion) has arrived and several residents have been seen enjoying the new amenities.



**Latest Version 10/3/2017**

As the trail was designed, it became obvious that the original Master Plan would need some revision. The major change was relocating the parking lot nearer to the mailbox area. Also, the future trail that will bisect the park will not be able to connect to Derby Vista due to the space limitations caused by the utility boxes, so the access to the trail will be from the parking lot. The latest version of the Master Plan is posted here

and at the Nature Park.

The Parks Committee attempted to keep the plans similar to what was presented to the Board of Directors when the original Master Plan was created. The original plans were presented by the Parks Committee following a "Design Chalet" on October 17, 2015. With input from those residents who attended, the information was presented at the first annual BBQ on May 21, 2016. The Parks Committee had a booth set up at the BBQ, where they reviewed the plans with the 400+ attendees that stopped by. Also, at the BBQ, the Board of Directors provided questionnaires to residents that, among other things, requested input regarding Nature Park and Playground upgrades. Over the next year, the Master Plan was designed by an architect and approved by the Board of Directors during meetings that were open to all residents. During this time, a tree survey was performed to ensure minimal impact to existing trees. On April 24, 2017, the parks committee met with a few residents that live across from the Nature Park to hear concerns regarding the Master Plan. A few weeks later at the second annual BBQ on May 20, 2017, the Board of Directors welcomed comments and questions from the 250 residents who attended.

This has been a slow process and will take several years to complete. As each phase begins, residents will again be called upon to offer their input as they have been since October 2015.

