



# AGENDA PLANNING AND ZONING COMMISSION MEETING

March 12, 2026 | 6:30 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, TX

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Notice is hereby given that a meeting of the Lucas Planning and Zoning Commission will be held on Thursday, March 12, 2026, beginning at 6:30 PM at Lucas City Hall, 665 Country Club Road, Lucas, Texas 75002-7651, at which time the following agenda will be discussed. As authorized by Section 551.071 of the Texas Government Code, the Planning and Zoning Commission may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting. Pursuant to Texas Government Code 551.127, one or more members of the governing body may appear via videoconference call. The presiding officer and a quorum of the Planning and Zoning Commission will be physically present at this meeting.

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If you would like to watch the meeting live, you may go to the City's live streaming link at <https://www.lucastexas.us/163/Watch-Live-Meetings>.

## How to Provide Input at a Meeting:

**Speak In Person:** Request to Speak forms will be available at the meeting. Please fill out the form and give to the City Secretary prior to the start of the meeting. This form will also allow a place for comments.

**Submit Written Comments:** If you are unable to attend a meeting and would like to submit written comments regarding a specific agenda item, email Executive Administrative Assistant, Morgan Kowaleski at [mkowaleski@lucastexas.us](mailto:mkowaleski@lucastexas.us) by no later than 3:30 pm the day of the meeting. The email must contain the person's name, address, phone number, and the agenda item(s) for which comments will be made. Any requests received after 3:30 pm will not be included at the meeting.

## Call to Order

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- Determination of Quorum
- Reminder to turn off or silence cell phones
- Pledge of Allegiance

## Consent Agenda

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All items listed under the consent agenda are considered routine and are recommended to the Planning and Zoning Commission for a single vote approval. If discussion is desired, an item may be removed from the consent agenda for a separate vote.

1. Consent Agenda
  - A. Approval of the Minutes of the February 12, 2026 Planning and Zoning Commission meeting.

## **Public Hearing**

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2. Conduct a public hearing to consider a request by Weilian & Carmen Lin, property owners at 10 Horseman Drive, Horsemans Estates (CLU), Block 2, Lot 5, Lucas, Texas 75002 for a Specific Use Permit (SUP) to allow a one-room farmhouse as an art room totaling fifteen hundred (1,500) square feet in size. **(Joe Hilbourn, Development Services Director)**
3. Conduct a public hearing to consider a request by Michael Westfall, property owner at 2300 Songbird Trail, 4.920 Acres John W. Kirby Survey, A-506; Lucas, Texas, 75002; for a Specific Use Permit (SUP) to allow an accessory dwelling unit totaling up to fifteen hundred (1,500) square feet in size. **(Joe Hilbourn, Development Services Director)**
4. Conduct a public hearing to consider a request submitted by James Roberts with Goose Real Estate on behalf of Sergio Villarreal to rezone a parcel of land from Agricultural and Open Space (AO) to R-2 (Single-family residential 2-acre lots), being a tract of land 17.485 acres in size out of the D James Survey Abstract No A0477, Tract 31 in the City of Lucas, Collin County Texas. **(Joe Hilbourn, Development Services Director)**
5. Conduct a public hearing to consider a request submitted by Mark Robinson on behalf of Robinson Living Trust to rezone a parcel of land from Agricultural and Open Space (AO) to Commercial Business (CB), being a tract of land approximately 0.6911 acres in size out of the James Anderson Survey Abstract No A0017, Tract 57 in the City of Lucas, Collin County Texas. **(Joe Hilbourn, Development Services Director)**
6. Conduct a public hearing to consider a request by Lauren Nuffer with Kimley-Horn, on behalf of Wal-Mart Real Estate Business Trust, at 2662 W. Lucas Road, WAL-MART LUCAS ADDITION (CLU), BLK A, LOT 1R; Lucas, Texas, 75002; for a Specific Use Permit (SUP) and amended site plan to allow for a refueling station **(Joe Hilbourn, Development Services Director)**

## **Regular Agenda**

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7. Consider approving a request by Doug Mousel on behalf of LandPlan Rogers, LP for the Covenants, Conditions, and Restrictions (CC&R) for Wildflower Estates, an addition to the City of Lucas being all of a 39.7-acre tract of land located in the Hearne Survey, Abstract 426, Turner Survey, Abstract 901, and Gray Survey, Abstract 349, otherwise known as the southeast corner of Lewis Lane and Shepherds Creek. **(Joe Hilbourn, Development Services Director)**
8. Consider approving a request by Doug Mousel on behalf of LandPlan Rogers, LP for a final plat for Wildflower Estates, an addition to the City of Lucas being all of a 39.7-acre tract of land located in the Hearne Survey, Abstract 426, Turner Survey, Abstract 901, and Gray Survey, Abstract 349, otherwise known as the southeast corner of Lewis Lane and Shepherds Creek. **(Joe Hilbourn, Development Services Director)**

## **Executive Session**

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As authorized by Section 551.071 of the Texas Government Code, the Planning and Zoning Commission may convene into closed Executive Session for the purpose of seeking confidential

legal advice from the City Attorney regarding any item on the agenda at any time during the meeting. This meeting is closed to the public as provided in the Texas Government Code.

9. An Executive Session is not scheduled for this meeting. ()

### **Adjournment**

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10. Adjournment ()

### **Certification**

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I do hereby certify that the above notice was posted in accordance with the Texas Open Meetings Act on the bulletin board at Lucas City Hall, 665 Country Club Road, Lucas, TX 75002 and on the City's website at [www.lucastexas.us](http://www.lucastexas.us) on or before 5:00 p.m. on March 6, 2026.

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Morgan Kowaleski, Executive Administrative Assistant

In compliance with the American with Disabilities Act, the City of Lucas will provide for reasonable accommodations for persons attending public meetings at City Hall. Requests for accommodations or interpretive services should be directed to City Secretary Toshia Kimball at 972.912.1211 or by email at [tkimball@lucastexas.us](mailto:tkimball@lucastexas.us) at least 48 hours prior to the meeting.



**City of Lucas  
Planning and Zoning Commission  
Agenda Request  
March 12, 2026**

Requester: Morgan Kowaleski, Executive Administrative Assistant

**Agenda Item Request:**

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Approval of the Minutes of the February 12, 2026 Planning and Zoning Commission meeting.

**Background Information:**

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N/A

**Attachments/Supporting Documentation:**

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1. 02-12-2026 Planning and Zoning Commission Minutes

**Budget/Financial Impact:**

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N/A

**Recommendation:**

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Staff recommends approval of the Consent Agenda as presented.

**Motion:**

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I make a motion to approve the Consent Agenda as presented.



**MINUTES**

**PLANNING AND ZONING COMMISSION MEETING**

February 12, 2026 | 6:30 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, Texas

**Commissioners Present:**

Chairman Tommy Tolson  
Vice-Chairman Joe Williams  
Commissioner Frank Hise  
Commissioner John Awezec  
Commissioner Brian Dale  
Alternate Commissioner Jonathan Underhill

**Staff Present:**

Development Services Director Joe Hilbourn  
City Manager John Whitsell  
Executive Admin Assistant Morgan Kowaleski  
City Attorney Courtney Morris

**City Council Liaison Present:**

Mayor Dusty Kuykendall

**Call to Order**

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The meeting was called to order at 6:30 p.m. Commissioner Hise was absent, and Alternate Commissioner Underhill was seated as a voting member.

**Consent Agenda**

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**1. Consent Agenda:**

- A. Approval of the minutes of October 9, 2025, Planning and Zoning Commission meeting.**

**MOTION:** A motion was made by Commissioner Awezec, seconded by Vice Chairman Williams, to approve the consent agenda as presented. The motion passed unanimously by a 5-0 vote.

**Public Hearing**

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- 2. Conduct a public hearing to consider a request by Weilian & Carmen Lin, property owners at 10 Horseman Drive, Horsemans Estates (CLU), Block 2, Lot 5, Lucas, Texas 75002 for a Specific Use Permit (SUP) to allow a one-room farmhouse as a private school totaling fifteen hundred (1,500) square feet in size.**

Carmen Lin requested that the SUP request be removed from consideration on February 3, 2026. No public hearing was conducted, and no action was taken.

- 3. Conduct a public hearing to consider a request submitted by Hayden Moses with Liberty Bankers Life Insurance Company on behalf of Jeff Bednar to rezone a parcel of land from Agricultural and Open Space (AO) to R-1 (Single-family residential 1-acre lots), being approximately 9.46 acres of land at 1100 W. Forest Grove Road and 1020 W. Forest Grove Road, Lucas, Texas 75002.**

Development Service Director Joe Hilbourn presented this agenda item.

Chairman Tolson opened the public hearing at 6:34 pm.

Dave Wilcox, 1605 LBJ Freeway, Dallas, TX 75234, the applicant, addressed the Commission and stated he was available to answer questions.

Chairman Tolson read into the record written correspondence from Jason Trafton, the Project Engineer with Ion Design Group, stating the project had undergone engineering review in accordance with City standards.

Natasha Bonner, 8 Horseman Drive, Lucas, TX 75002, addressed the Commission to inquire whether Agenda Item #2 would be rescheduled. Agenda Item #2 had been removed from consideration at the applicant's request.

Chairman Tolson closed the public hearing at 6:38 pm.

**MOTION:** A motion was made by Commissioner Awezec, seconded by Commissioner Dale, to approve the request submitted by Hayden Moses with Liberty Bankers Life Insurance Company on behalf of Jeff Bednar to rezone a parcel of land from Agricultural and Open Space (AO) to R-1 (Single-family residential 1-acre lots), being approximately 9.46 acres of land at 1100 W. Forest Grove Road and 1020 W. Forest Grove Road, Lucas, Texas 75002. The motion passed unanimously by a 5-0 vote.

## **Regular Agenda**

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- 4. Consider approving a request by OW Homes for a preliminary plat for Owens Retail Addition, an addition to the City of Lucas being all of a 5.865-acre tract of land located in the William Snyder Survey, Abstract 621, otherwise known as the southwest corner of McGarity Lane and Allison Lane.**

Development Service Director Joe Hilbourn presented this agenda item.

Commissioner Hise arrived at 6:51 p.m. and assumed his seat on the dais. Alternate Commissioner Underhill ceased serving as a voting member at that time.

**MOTION:** A motion was made by Vice Chairman Williams, seconded by Chairman Tolson, to table Agenda Item #4. The motion passed unanimously by a 5-0 vote.

Chairman Tolson opened the floor for public comment.

Susan Oliver, 2080 Claremont Drive, Lucas, TX 75002, addressed the Commission and expressed appreciation for their commitment to the City.

**MOTION:** A motion was made by Vice Chairman Williams, seconded by Chairman Tolson, to remove Agenda Item #4 from the table. The motion passed unanimously by a 5-0 vote.

Barrett Owens, 1285 Farmstead Court, Lucas, TX 75002, the applicant, addressed the Commission regarding Agenda Item #4.

**MOTION:** A motion was made by Commissioner Awezec, seconded by Commissioner Dale, to conditionally approve a request by OW Homes for a preliminary plat for Owens Retail Addition, an addition to the City of Lucas being all of a 5.865-acre tract of land located in the William Synder Survey, Abstract 621, otherwise known as the southwest corner of McGarity Lane and Allison Lane provided an Engineer identifies the size and number of drainage openings required to provide drainage away from the East side of the building.

## 5. Executive Session

There was no executive session scheduled for this meeting.

## 6. Adjournment:

Chairman Tolson adjourned the meeting at 7:11 pm.

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Tommy Tolson, Chairman

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Morgan Kowaleski, Executive Admin Assistant



**City of Lucas  
Planning and Zoning Commission  
Agenda Request  
March 12, 2026**

Requester: Joe Hilbourn, Development Services Director

**Agenda Item Request:**

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Conduct a public hearing to consider a request by Weilian & Carmen Lin, property owners at 10 Horseman Drive, Horsemans Estates (CLU), Block 2, Lot 5, Lucas, Texas 75002 for a Specific Use Permit (SUP) to allow a one-room farmhouse as an art room totaling fifteen hundred (1,500) square feet in size.

- A. Presentation by Joe Hilbourn, Development Services Director
  - B. Conduct public hearing
  - C. Take action on public hearing item
- (Joe Hilbourn, Development Services Director)**

**Background Information:**

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The property is currently zoned as R2. The City of Lucas Code of Ordinances Chapter 14 “Zoning”, Article 14.04, titled “Supplementary Regulations,” Section 14.04.302 (f), titled “Accessory buildings, structures, and uses permitted,” which provides:

Game/party room, art studio, or pool house may be a standalone structure, or attached but not interconnected to the principal building, structure, or dwelling. All areas associated with, or providing support to a game/party room, art studio, or pool house shall be used in calculating the square footage of the game/party room, art studio, or pool house. These areas include but are not limited to habitable spaces, closets, halls, condors, bathrooms, porches, patios, storage rooms, covered vehicle storage areas, utility rooms, and similar spaces. Game/party room, art studio, or pool house shall comply with the following:

In R-2, R-1.5, R-1; ED, and AO zoning districts, a maximum of nine hundred (900) square feet. An additional six hundred (600) square feet may be permitted with a specific use permit. Total area of ADU shall not exceed one thousand and five hundred (1,500) square feet.

**Attachments/Supporting Documentation:**

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- 1. Public Notice ~ 10 Horseman - SUP Art Room
- 2. SUP Application
- 3. 10 Horseman Location Map
- 4. Art Room Site Plan & Floor Plan

**Budget/Financial Impact:**

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N/A

**Recommendation:**

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This request meets the City's requirements for an accessory building with an SUP.

**Motion:**

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I make a motion to approve/deny the request by Weilian & Carmen Lin, property owners at 10 Horseman Drive, Horsemans Estates (CLU), Block 2, Lot 5, Lucas, Texas 75002 for a Specific Use Permit (SUP) to allow a one-room farmhouse as an art room totaling fifteen hundred (1,500) square feet in size.



## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that the Planning & Zoning Commission of the City of Lucas, Texas will conduct a public hearing on Thursday, March 12, 2026 at 6:30 p.m. and City Council will conduct a second public hearing on Thursday, April 2, 2026 at 6:30 p.m. at Lucas City Hall, 665 Country Club, Lucas, Texas to consider a Specific Use Permit (SUP) application to permit an art room fifteen hundred (1,500) square feet in size within R2 zoning district, more particularly described as follows:

**Weilian & Carmen Lin, property owners at 10 Horseman Drive, HORSEMANS ESTATES (CLU), BLK 2, LOT 5; Lucas, Texas, 75002 have submitted an application for an SUP, per City of Lucas Code of Ordinances, Chapter 14, titled “Zoning,” Article 14.04, titled “Supplementary Regulations,” Section 14.04.302 (f), titled “Accessory buildings, structures, and uses permitted,” which provides:**

**Game/party room, art studio, or pool house may be a standalone structure, or attached but not interconnected to the principal building, structure, or dwelling. All areas associated with, or providing support to a game/party room, art studio, or pool house shall be used in calculating the square footage of the game/party room, art studio, or pool house. These areas include but are not limited to habitable spaces, closets, halls, condors, bathrooms, porches, patios, storage rooms, covered vehicle storage areas, utility rooms, and similar spaces. Game/party room, art studio, or pool house shall comply with the following:**

- (1) In R-2, R-1.5, R-1; ED, and AO zoning districts, a maximum of nine hundred (900) square feet. An additional six hundred (600) square feet may be permitted with a specific use permit. Total area of ADU shall not exceed one thousand and five hundred (1,500) square feet.**

Those wishing to speak FOR or AGAINST the above item are invited to attend. If you are unable to attend and have comments you may send them to City of Lucas, Attention: City Secretary, 665 Country Club Road, Lucas, Texas 75002, email [tkimball@lucastexas.us](mailto:tkimball@lucastexas.us) and it will be presented at the Hearing. If you have any questions about the above hearing you may contact [jhilbourn@lucastexas.us](mailto:jhilbourn@lucastexas.us).



**ASSISI ACRES**

*Dear City of Lucas*

Thank you for taking the time to read this letter.

We are requesting review of our plans for a special use permit. This will include one art room up to 1500 sq ft.

The purpose/use of this art room will be to homeschool our growing family in a location that is separate from our primary home.

We appreciate your consideration for this special use permit.

*Sincerely,  
Carmen and Weilian Lin*



# ZONING APPLICATION (continued)

Name of Project: Assisi Acres Farmhouse

**\*\*READ BEFORE SIGNING BELOW:** If there should be more than one property owner, complete a separate sheet with the same wording as below. The City requires all original signatures. If applicant is other than the property owner a "Power of Attorney" with original, notarized signatures is required. (Notaries are available upon submittal.)

**SUBMITTAL DEADLINE: 30 DAYS PRIOR TO P&Z PUBLIC HEARING DATE.** All zoning applications must be advertised in the newspaper, and notices must be mailed to all property owners within 500 feet of the subject property. Please contact City staff in advance for submittal deadlines.

**ALL APPLICATIONS MUST BE COMPLETE, ACCOMPANIED BY THE APPLICABLE CHECKLIST AND TAX CERTIFICATE SHOWING TAXES PAID, BEFORE THEY WILL BE SCHEDULED FOR P&Z AGENDA.** It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements (in the Zoning & Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists that may be required from City staff), including the number of plans to be submitted, application fees, etc. Please contact City staff in advance for submittal requirements. [Drawings will not be returned to applicant.]

**SUBMISSIONS.** Failure to submit all materials to the City with this application will result in delays scheduling the agenda date.

**NOTICE OF PUBLIC RECORDS.** The submission of plans/drawings/etc. with this application makes such items public record, and the applicant understands that these items may be viewed by the general public. Unless the applicant expressly states otherwise in writing, submission of this application (with associated plans/drawings/etc.) will be considered consent by the applicant that the general public may view and/or reproduce (i.e., copy) such documents.

**ALL PARCELS/PROPERTIES MUST MATCH IN ACREAGE ALL OTHER DOCUMENTS SUBMITTED, WITH NO AMBIGUITY.**

STATE OF TEXAS }  
COUNTY OF COLLIN }

BEFORE ME, a Notary Public, on this day personally appeared Weilian Lin the undersigned who, under oath, stated the following: "I hereby certify that I am the owner, or duly authorized agent of the owner, (proof attached) for the purposes of this application; that all information submitted herein is true and correct. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial."

Weilian Lin  
\* Owner / Agent (circle one)

SUBSCRIBED AND SWORN TO before me, this the 9th day of December, 2005



Notary Public in and for the State of Texas: Toshia Kimball

Official Use Only	Action Taken
Planning & Zoning: _____	Date: _____
City Council: _____	Date: _____
Applicant Made a Written Withdrawal: <b>Yes or No</b>	Date: _____



# ZONING APPLICATION (continued)

Name of Project: Assisi Acres Farmhouse

**\*\*READ BEFORE SIGNING BELOW:** If there should be more than one property owner, complete a separate sheet with the same wording as below. The City requires all original signatures. If applicant is other than the property owner a "Power of Attorney" with original, notarized signatures is required. (Notaries are available upon submittal.)

**SUBMITTAL DEADLINE: 30 DAYS PRIOR TO P&Z PUBLIC HEARING DATE.** All zoning applications must be advertised in the newspaper, and notices must be mailed to all property owners within 500 feet of the subject property. Please contact City staff in advance for submittal deadlines.

**ALL APPLICATIONS MUST BE COMPLETE, ACCOMPANIED BY THE APPLICABLE CHECKLIST AND TAX CERTIFICATE SHOWING TAXES PAID, BEFORE THEY WILL BE SCHEDULED FOR P&Z AGENDA.** It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements (in the Zoning & Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists that may be required from City staff), including the number of plans to be submitted, application fees, etc. Please contact City staff in advance for submittal requirements. [Drawings will not be returned to applicant.]

**SUBMISSIONS.** Failure to submit all materials to the City with this application will result in delays scheduling the agenda date.

**NOTICE OF PUBLIC RECORDS.** The submission of plans/drawings/etc. with this application makes such items public record, and the applicant understands that these items may be viewed by the general public. Unless the applicant expressly states otherwise in writing, submission of this application (with associated plans/drawings/etc.) will be considered consent by the applicant that the general public may view and/or reproduce (i.e., copy) such documents.

**ALL PARCELS/PROPERTIES MUST MATCH IN ACREAGE ALL OTHER DOCUMENTS SUBMITTED, WITH NO AMBIGUITY.**

STATE OF TEXAS }  
COUNTY OF COLLIN }

BEFORE ME, a Notary Public, on this day personally appeared Carmen Lin the undersigned who, under oath, stated the following: "I hereby certify that I am the owner, or duly authorized agent of the owner, (proof attached) for the purposes of this application; that all information submitted herein is true and correct. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial."

Carmen Lin  
\*\*  Owner / Agent (circle one)

SUBSCRIBED AND SWORN TO before me, this the 17th day of December, 2025



Notary Public in and for the State of Texas: Toshia Kimball

Official Use Only	Action Taken
Planning & Zoning: _____	Date: _____
City Council: _____	Date: _____
Applicant Made a Written Withdrawal: Yes or No	Date: _____



## ZONING SUBMISSION REQUIREMENTS

### **1<sup>st</sup> or initial submittal**

- ✓ • 2 (two) - 24" x 36" folded to approximately 8" x 12" copies of each plan
- An electronic copy of required plat and/or exhibits in pdf format.
- ✓ • 6 (six) - 11" x 17" hardcopy reductions
- ✓ • Completed checklist
- ✓ • Completed application
- A letter requesting any variance or exception, or why an issue was not addressed
- ✓ • An 8 ½" x 11" hardcopy reduction of the Plat
- A fee as required

### **2<sup>nd</sup> and 3<sup>rd</sup> submittals to address requirements**

- Highlight questions asked by Design Review Committee (DRC) committee in bold.
  - Provide response/correction directly below DRC question.
- 2 (two) - 24"x 36" folded (approximately 8" x 12") copies with required corrections
- An electronic copy of the corrected plat and/or exhibits in pdf format.
- 6 (six) - 11" x 17" hard copy reductions with required corrections

### **4<sup>th</sup> and subsequent submittal(s)**

- 2 (two) - 24" x 36" folded (approximately 8" x 12") copies with required corrections.
- A fee equal to the original submission fee

### **When staff has determined the application is complete and accepted for final approval**

- 30 (thirty) - 24" x 36" folded copies of Zoning Concept Plan and any/all other required Plan Exhibits
- 4 (four) - 11" x 17" Z folded copies.
- An electronic copy (8 1/2 x 11 size) in pdf format.
- Labels of an appropriate size for mailing, with current property owner(s) name and address, of any property located within 500' of all property lines.
- A copy of the affected parcels on a CollinCad generated map.
- Any changes made after Planning & Zoning review and before City Council review will require:
  - 15 (fifteen) - 24" x 36" copies of each Plan, folded to approximately 8" x 12"
  - 4 (four) - 11" x 17" or "12 x 18" reductions of each plan tri- or Z-folded.
  - An electronic copy of all plans in pdf format



# Zoning Exhibit Checklist

## Minimum Requirements

Project Name: Assisi Acres Farmhouse

Preparer: Carmen Ln

This checklist is provided to assist you in addressing the minimum requirements for a zoning or rezoning submission. An application is incomplete unless all applicable information noted below is submitted to the Development Services Department. Indicate that all information is included on the submitted plans by initialing the box next to the required information. Initialing each item certifies to the City that you have completely and accurately addressed the issue. Return this form at the time of application submittal.

A zoning/rezoning request and associated plans are expected to be submitted complete and accurate in all detail as shown by the checklist. Should plans be determined to be incomplete, they may either be returned to the applicant without further review or marked up with needed changes, depending on the amount/magnitude of changes or corrections needed.

### For Zoning or Rezoning to a Straight Zoning District

CL Location/vicinity map showing the location of the proposed zoning with cross streets is included. Indicate scale or not to scale (NTS) and provide north arrow.

CL Abstract lines, survey lines, county lines, corporate boundaries are correctly shown and clearly labeled.

CL Statement of purpose and intent of the zoning or rezoning that includes:

- Land Use(s) proposed
- Existing and proposed zoning
- Impact of uses(s) on the transportation system. NOTE: The City will determine if a Traffic Impact Analysis (TIA) is required.
- Impact of the use(s) on water and wastewater utilities (e.g. provide statement as to general availability).
- Impact on land use(s) adjacent to the rezoning request.
- Conformance to the Comprehensive Plan.
- Other information as required by City staff, Planning & Zoning Commission, and/or City Council
- If a residential use, the density of the proposal and density of adjacent residential use(s).

CL Adjacent zoning and existing land use(s) within 500 feet is indicated.

CL Adjacent driveways, streets, roads and other thoroughfares within 500 feet of the property are shown and labeled.

CL A note stating that development of the site will be in accordance with City of Lucas development standards.

CL Provide an electronic file (pdf) of Legal Description/Metes & Bounds Description with labeling at top of document.

CL Mailing labels of an appropriate size for mailing, with current property owner(s) name and address, of any property located within 500 feet of all property lines of subject property.



## Zoning Exhibit Checklist Minimum Requirements (continued)

### For Special Use Permit (SUP) Requests, Conditional Use Permit (CUP) Requests and Planned Development / Zoning District Requests or Amendments

- CL Zoning boundary is indicated by a heavy solid line, intermittent with 2 dash lines; dimensioned with bearing(s) and distance(s).
- CL A title block in the lower right corner that includes large, boldly printed "ZONING CONCEPT PLAN - EXHIBIT B", owner and engineer(s), architect(s), and/or surveyor(s) names, addresses and phone numbers, project name, total acreage, survey name and abstract number (Addition Name & Lot and Block info if platted property), Collin County, submission date, and a log of submittal/revision dates since submitted to the City. A note shall be affixed to the Zoning Concept Plan as follows:  

"This Concept Plan is for illustrative purposes only and subject to change. This Concept Plan, along with development regulations (for Planned Development requests), are intended to describe the intent of the Planned Development. Significant deviations from this Concept Plan, as determined by the Development Services Director, will require an amendment to the Concept Plan and, as necessary, the development regulations."
- CL Location/vicinity map showing the location of the proposed zoning request/change with cross streets is included.
- CL Indicate scale or not to scale (NTS) and provide north arrow.
- CL Written and bar graph scale, and north arrow are indicated. North shall be oriented to the top or left side of the sheet.
- CL Abstract lines, survey lines, corporate boundaries are correctly shown and clearly labeled.
- CL Statement of purpose and intent of the rezoning that includes:
  - o Land use(s) proposed
  - o Existing and proposed zoning and land use
  - o Impact of uses(s) on the transportation system.  
NOTE: The City will determine if a Traffic Impact Analysis (TIA) is required.
  - o Impact of the use(s) on water and wastewater utilities (e.g. provide statement as to general availability).
  - o Impact on land use(s) adjacent to the rezoning request.
  - o Conformance to the Comprehensive Plan.
  - o Other information as required by City staff, Planning & Zoning Commission, and/or City Council
- CL Adjacent zoning and existing land use(s) within 500 feet is indicated.
- CL Adjacent driveways, streets, roads and other thoroughfares within 500 feet of the project are shown.
- CL Concept Plan that includes the following:
  - o Land use(s) proposed (building footprint(s) are to be graphically shown).
  - o Thoroughfares as depicted on the Master Thoroughfare Plan (MTP) within and adjacent to the site are accurately located, named and dimensioned. Existing is to be shown as a light, solid line; proposed shown as a medium weight solid line.
  - o Medians, left-turn lanes, median openings, curb cuts, acceleration/deceleration lanes within 200 feet of the property are accurately located, labeled, and dimensioned. Existing is to be shown as a light, solid line; proposed shown as a medium weight solid line.
  - o If a structure is proposed, or proposed to remain, a minimum and maximum square footage (if no definitive/specific user(s) are identified at this time) is indicated for the structure(s).
  - o If a structure is proposed, or proposed to remain, the use, approximate location, and square footage of each building is provided.
  - o If a residential use, the density of the proposal and density of adjacent residential use(s).
  - o Project phasing lines.
  - o Other pertinent data as may be required by City staff, Planning and Zoning Commission, and/or City Council.
  - o Location of present, future or proposed public dedication of parks, open space, etc.
- CL Mailing labels of an appropriate size for mailing, with current property owner(s) name and address, of any property located within 500 feet of all property lines of subject property.



# Zoning Exhibit Checklist

## Minimum Requirements (continued)

**Special Use Permit (SUP) and Conditional Use Permit (CUP)** requests shall also include the following items in table format on the Zoning Concept Plan (Exhibit "B") and those specified in items 1 thru 10 above as applicable:

- a Existing/proposed Lot Number(s)
- a Lot area specified in square feet and acreage
- a Building square footage (Indication of Minimum and Maximum suggested if no definitive/specific user(s) identified at this time)
- c Proposed use for each proposed building by category of use (e.g. retail, medical office, restaurant with or without drive-thru, convenience store, bank with drive-thru, church, etc.)
- c Parking count required and specified per use(s) with required ratio indicated

**Planned Development (PD) Zoning District** requests shall also include Development Regulations (labeled/titled Exhibit "C") with the following:

- Hard copy (8 1/2" X 11") and pdf file on disk is provided.
- List of proposed land uses
- Proposed use(s) for each building (non-residential and mixed-use development) by category of use (e.g. retail, professional office, medical office, church, restaurant, bank with drive through, etc.)
- Maximum square footage of each building (non-residential uses)
- Minimum lot area (residential uses)
- Minimum lot width (residential uses)
- Minimum lot depth (residential uses)
- Heights and stories
- Maximum lot coverage percentage
- Maximum lot count (residential uses)
- Minimum house size square footage excluding garages and breezeways
- Fencing requirements indicated
- Garage type(s) indicated (e.g. front entry, rear entry alley served, "J"-hook, etc.)
- Accessory Building regulations
- Subdivision Ordinance waiver/modification requests are specifically listed.
- Parking count required specified per use(s) with required ratio indicated
- Parking count provided
- Statement is provided indicating that all current development requirements of the City as amended shall be met unless approved otherwise within these Planned Development Zoning District Development Regulations.
- Hard copy (8 1/2" X 11") and electronic file (pdf) of Legal Description/Metes & Bounds Description with labeling at top of document indicating Exhibit "A" is provided.
- Mailing labels of an appropriate size for mailing, with current property owner(s) name and address, of any property located within 500 feet of all property lines.

**NOTE: DEVIATIONS FROM CURRENT DEVELOPMENT STANDARDS/REGULATIONS NOT SPECIFICALLY ADDRESSED/LISTED FOR APPROVAL AS PART OF PLANNED DEVELOPMENT REGULATIONS MAY REQUIRE A HEARING/APPROVAL BY THE BOARD OF ADJUSTMENT (BOA).**



# ZONING APPLICATION

## City of Lucas, Texas

Name of Project: Assisi Acres Farmhouse

	Application Fee
<u>    </u> Initial Zoning (newly annexed or agricultural property) per classification	\$450.00
<u>    </u> Rezoning (property currently zoned) per classification	\$450.00
<u>  X  </u> Specific Use Permit (SUP) - see Zoning Ordinance for special requirements and procedures	\$450.00

Physical Location of Property: 10 Horseman Drive  
*[Address and General Location – approximate distance to nearest existing street corner]*

Brief Legal Description of Property (must also attach accurate metes and bounds description):  
Lot 5, Block 2, Horseman's Estates  
*[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]*

Collin County Appraisal District Short Account Number: \_\_\_\_\_

Acreage: 3.39 Existing Zoning: R2 Requested Zoning: SUP  
*[Attach a detailed description of requested zoning]*

OWNER(S) NAME: Carmen Lin, Weilian Lin Phone Number: 916 397 7863

Applicant / Contact Person: Carmen Lin Title: owner

Company Name: \_\_\_\_\_

Mailing Address: 917 Mustang Ridge Dr City: Murphy State: TX ZIP: 75094

Phone: (916) 397 7863 Fax: ( ) \_\_\_\_\_ Email Address: carmenlin8990@gmail.com

ENGINEER(S) / REPRESENTATIVE(S) NAME: Hank Angell (Henry Dean Angell)

Contact Person: Henry Dean Angell Title: Contractor

Company Name: Innovative Construction Services

Mailing Address: 605 Atlee Ct. City: Arlington State: TX ZIP: 76006

Phone: (940) 764 3586 Fax: ( ) \_\_\_\_\_ Email Address: hankangell@gmail.com

# 10 Horseman Dr. Location Map





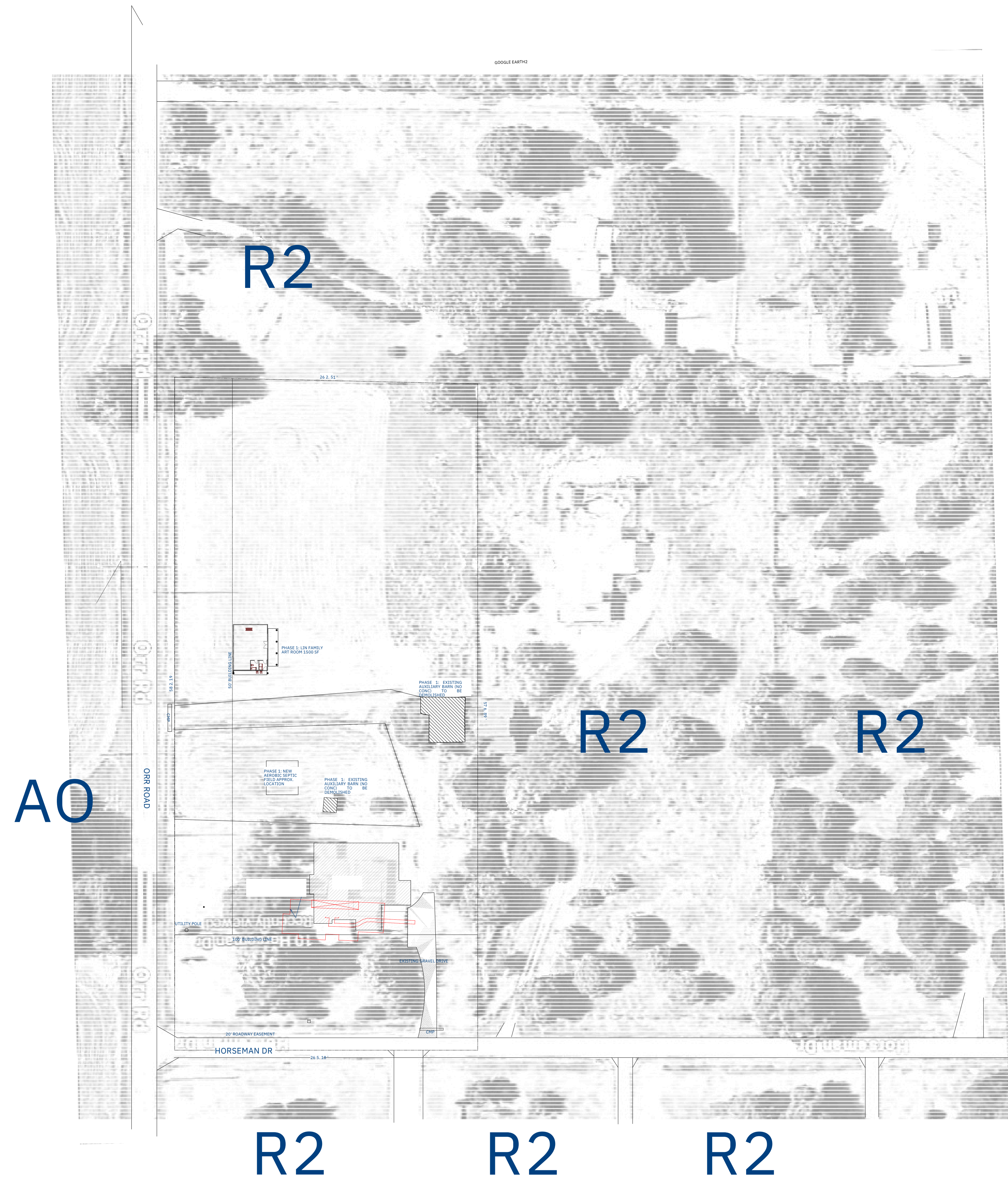
NOTE: THIS CONCEPT PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY AND SUBJECT TO CHANGE. THIS CONCEPT PLAN, ALONG WITH DEVELOPMENT REGULATIONS (FOR PLANNED DEVELOPMENT REQUESTS), ARE INTENDED TO DESCRIBE THE INTENT OF THE PLANNED DEVELOPMENT SIGNIFICANT VARIATIONS FROM THIS CONCEPT PLAN AS DETERMINED BY THE DEVELOPMENT SERVICES DIRECTOR, WILL REQUIRE AN AMENDMENT TO THE CONCEPT PLAN AND, AS NECESSARY, THE DEVELOPMENT REGULATIONS.

Zoning Exhibit Checklist Compliance
Adjacent Zoning and land use within 500'
Data taken Lucas Public Web Portal and from Collin County Tax records
11 Horseman Dr., Lucas, Tx 75002-8543 – St. Stephens Anglican Catholic Church, Zone R2
9 Horseman Dr., Lucas, Tx 75002-8543 – Calton, Suzanne C &, Zone R2
8 horseman Dr., Bonner Natasha & Aaron, 1108 Timberbend Trl., Allen, Tx 75002-2949 Zone R2
7 horseman Dr. – Spaulding, Dana, 7 Horseman Dr., Allen, TX 75002-8543 Zone R2
6 horseman Dr., Lucas, Tx 75002-8542 – Larios, Jose Armando & Lizette. Zone R2
2555 Orr Rd., Lucas Tx 75002-8545 – Harbour David, Zone R2
Across Orr Rd. – North Texas Municipal Water District PO Box 2408, Wylie, TX 75098-2408 Zone Agriculture and Open Space

ZONING EXHIBIT CHECKLIST COMPLIANCE
LOT NUMBER – HORSEMAN'S ESTATES, BLK 2, LOT 5, COLLIN COUNTY
LOT AREA – 3.39 ACRES – 147,668.4 SF
PROPOSED BLDG SF PHASE 1 – 1500 SF



**02** PERSPECTIVE VIEW LIN FAMILY ART ROOM  
NO SCALE



**01** SITE PLAN WITH GOOGLE EARTH OVERLAY SHOWING SURROUNDING ZONING AND DRIVEWAYS  
1" = 50'

THESE PLANS ARE INTENDED TO PROVIDE THE CONSTRUCTION INFORMATION NECESSARY TO COMPLETE THE DESIGN INTENT. THESE DRAWINGS MUST BE VERIFIED AND CHECKED COMPLETELY BY THE PERSON IN AUTHORITY OF THE JOB. ALL DISCREPANCIES, ERRORS &/OR OMISSIONS, IF FOUND, ARE TO BE BROUGHT TO THE ATTENTION OF THE BUILDER BEFORE ANY CONSTRUCTION OR MATERIAL PROCUREMENTS ARE MADE. ALL LOCAL CODES, ORDINANCES & REQUIREMENTS, WHICH MUST BE ADHERED TO BEFORE & DURING ALL CONSTRUCTION, TAKE PRECEDENCE OVER ANY PART OF THESE DRAWINGS, WHICH MAY BE IN CONFLICT WITH THE GOVERNING AGENCIES, CODES &/OR REQUIREMENTS.

**ASSISI ACRES FARMHOUSE**  
SITE PLAN W/ADJ ZONING AND  
DRIVEWAY PROXIMITY

DRAWINGS PROVIDED BY:  
**ICS**  
Innovative Construction Services  
605 Allee Ct.  
Arlington, TX 76016  
hankangell@gmail.com  
940-704-3386

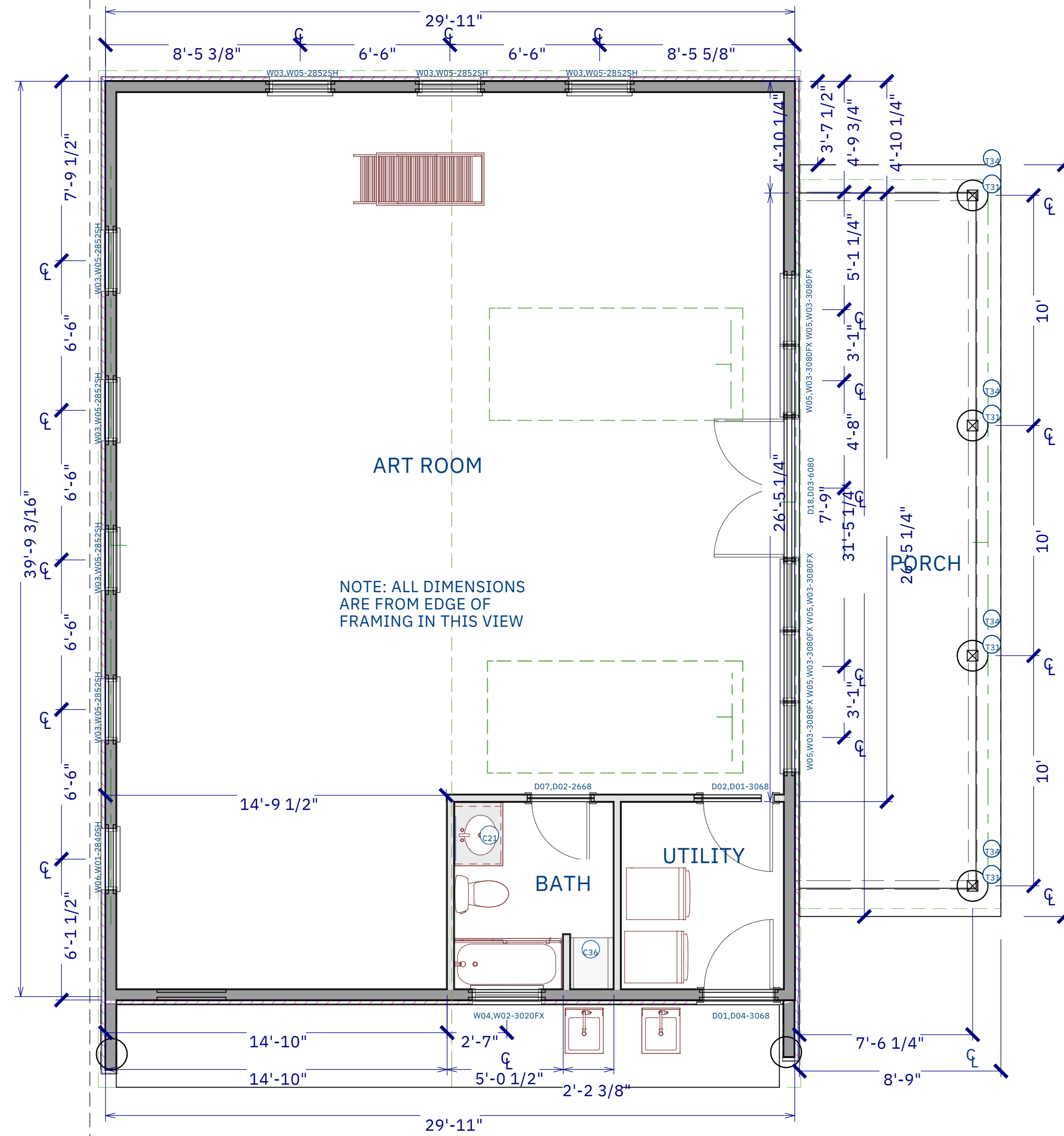
12/6/2025  
SCALE @ 24" X 36"

SHEET: **3**

**P-3**

NUMBER	QTY	LABEL	WINDOW SCHEDULE		3D EXTERIOR ELEVATION
			SIZE	TOP TYPE	
W01	2	W01,W07-2428FX	2428FX 88"	FIXED GLASS	
W02	6	W02,W08-2852FX	2852FX 96"	FIXED GLASS	
W03	14	W03,W09-2852SH	2852SH 96"	SINGLE HUNG	
W04	2	W04,W10-3020FX	3020FX 96"	FIXED GLASS	
W05	10	W05,W11-3080FX	3080FX 96"	FIXED GLASS	
W06	2	W06,W06-2840SH	2840SH 96"	SINGLE HUNG	

NUMBER	QTY	LABEL	DOOR SCHEDULE		COMMENTS
			SIZE	WIDTH HEIGHT TYPE	
D01	2	D02,D01	3068 L IN	36" 80"	HINGED HINGED
D02	2	3068	2668 L IN	30" 80"	DOUBLE HINGED
D03	2	D07,D02	6080 L/R IN	72" 80"	HINGED
D04	2	2668	3068 R EX	" "	
		D18,D03-		96"	
		6080		80"	
		D01,D04-		80"	
		3068			



AREA CALCULATIONS	
A/C SF:	1200 SF
COVERED PORCH:	244
OVERHANG:	SF 56
	SF
TOTAL SF	1500 SF

WALL SCHEDULE	
2D SYMBOL	WALL TYPE
	METAL SIDING-6 W/PURLINS
	ATTIC 6-INSULATED
	INTERIOR-4
	FRAME-3 1/2
	GLASS SHOWER
	STEEL GLASS CURTAIN WALL

### WALL LEGEND

### FLOOR PLAN NOTES:

- ALL EXTERIOR DIMENSIONS ARE TO THE FRAMING OR MAIN LAYER. DIMENSIONS TO OPENING ARE TO THE CENTER.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND IS RESPONSIBLE FOR ALL DIMENSIONS INCLUDING ROUGH OPENINGS.

THESE PLANS ARE INTENDED TO PROVIDE THE CONSTRUCTION INFORMATION NECESSARY TO COMPLETE THE DESIGN INTENT. THESE DRAWINGS MUST BE VERIFIED AND CHECKED COMPLETELY BY THE PERSON IN AUTHORITY OF THE JOB. ALL DISCREPANCIES, ERRORS & OR OMISSIONS, IF FOUND, ARE TO BE BROUGHT TO THE ATTENTION OF THE BUILDER BEFORE ANY CONSTRUCTION OR MATERIAL PROCUREMENTS ARE MADE. ALL LOCAL CODES, ORDINANCES & REQUIREMENTS, WHICH MUST BE ADHERED TO BEFORE & DURING ALL CONSTRUCTION, TAKE PRECEDENCE OVER ANY PART OF THESE DRAWINGS, WHICH MAY BE IN CONFLICT WITH THE GOVERNING AGENCIES, CODES & OR REQUIREMENTS.

## ASSISI ACRES FARMHOUSE

### 1ST FLOOR PLAN - MAIN HOUSE

DRAWINGS PROVIDED BY:  
 605 Allee Ct.  
 Arlington, TX 76016  
 hankangell@gmail.com  
 940-704-3586

12/6/2025  
 SCALE @ 24" X 36"

SHEET: 4

P-4



**City of Lucas  
Planning and Zoning Commission  
Agenda Request  
March 12, 2026**

Requester: Joe Hilbourn, Development Services Director

**Agenda Item Request:**

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Conduct a public hearing to consider a request by Michael Westfall, property owner at 2300 Songbird Trail, 4.920 Acres John W. Kirby Survey, A-506; Lucas, Texas, 75002; for a Specific Use Permit (SUP) to allow an accessory dwelling unit totaling up to fifteen hundred (1,500) square feet in size.

- A. Presentation by Joe Hilbourn, Development Services Director
  - B. Conduct public hearing
  - C. Take action on public hearing item
- (Joe Hilbourn, Development Services Director)**

**Background Information:**

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The property is currently zoned as R1. The City of Lucas Code of Ordinances Chapter 14 “Zoning”, Division 8 Accessory Buildings, Structures, and Uses requires a specific use permit for an additional six hundred (600) square feet totaling a maximum area of one thousand and five hundred (1,500) square feet.

§14.04.304 General accessory buildings and structures regulations.

Accessory dwelling units (ADUs).

ADUs may only be used and/or occupied by the owner/occupant of the principal building, structure, or dwelling unit, their family, invited guests and/or domestic staff. An ADU is considered part of the principal building provided it is interconnected to or attached by a breezeway a minimum of twenty feet (20') wide and not greater than twenty-four feet (24') long. ADU's may be standalone structures, attached but not interconnected to the principal building, structure, or dwelling, or be part of a permitted accessory building. All areas associated with, or providing support to an ADU shall be used in calculating the square footage of the ADU. These areas include but are not limited to habitable spaces, closets, halls, corridors, bathrooms, porches, patios, storage rooms, covered vehicle storage areas, toilet rooms, utility spaces, and similar areas. The calculation of area associated with an ADU is not intended to include areas of accessory buildings that are isolated and/or delineated for other uses, including but not limited to areas used as a barn, workshop, game/party room, art studio, or pool house. ADUs shall comply with the following:

- (A) General regulations for ADUs:

- (i) Only one (1) ADU may be constructed or maintained on a lot.
  - (ii) ADUs shall meet the requirements for safety and occupancy of the International Residential Code as adopted by the city from time-to-time.
  - (iii) ADUs may not be rented, bartered, leased, or exchanged separate and apart from the principal building or structure.
  - (iv) ADUs that are standalone structures shall be limited to a maximum height of twenty-five feet (25') measured to the peak of the roof of the structure.
  - (v) ADUs shall have minimum rear yard setback of fifty feet (50'), a side yard setback of twenty-five feet (25') and a minimum of ten feet (10) behind the principal building.
- (B) Specific regulations for ADU square footage based on zoning district:
- (i) In R-2, R1. 5, R-1 and AO zoning districts, a maximum of 900 square feet. An additional 600 square feet may be permitted with a specific use permit. Total area of ADU shall not exceed 1,500 square feet.

**Attachments/Supporting Documentation:**

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- 1. Public Notice ~ Westfall ADU SUP
- 2. SUP application
- 3. Site plan
- 4. Location Map

**Budget/Financial Impact:**

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N/A

**Recommendation:**

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This request meets the cities requirements for an accessory building with an SUP.

**Motion:**

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I make a motion to approve/deny the request by Michael Westfall, property owner at 2300 Songbird Trail, 4.920 Acres John W. Kirby Survey, A-506; Lucas, Texas, 75002; for a Specific Use Permit (SUP) to allow an accessory dwelling unit totaling up to fifteen hundred (1,500) square feet in size.



## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that the Planning & Zoning Commission of the City of Lucas, Texas will conduct a public hearing on Thursday, March 12, 2026 at 6:30 p.m. and City Council will conduct a second public hearing on Thursday, April 2, 2026 at 6:30 p.m. at Lucas City Hall, 665 Country Club, Lucas, Texas to consider a Specific Use Permit (SUP) application to permit an accessory dwelling unit (ADU) up to fifteen hundred (1,500) square feet in size within R1 zoning district, more particularly described as follows:

**Michael Westfall, property owner at 2300 Songbird Trail, 4.920 Acres John W. Kirby Survey, A-506; Lucas, Texas, 75002 has submitted an application for an SUP, per City of Lucas Code of Ordinances, Chapter 14, titled "Zoning," Article 14.04, titled "Supplementary Regulations," Section 14.04.304 (4), titled "General accessory buildings and structures regulations," which provides:**

**(B) Specific regulations for ADU square footage based on zoning district:**

**(i) In R-2, R1. 5, R-1 and AO zoning districts, a maximum of 900 square feet. An additional 600 square feet may be permitted with a specific use permit. Total area of ADU shall not exceed 1,500 square feet.**

Those wishing to speak FOR or AGAINST the above item are invited to attend. If you are unable to attend and have comments you may send them to City of Lucas, Attention: City Secretary, 665 Country Club Road, Lucas, Texas 75002, email [tkimball@lucastexas.us](mailto:tkimball@lucastexas.us) and it will be presented at the Hearing. If you have any questions about the above hearing you may contact [jhilbourn@lucastexas.us](mailto:jhilbourn@lucastexas.us).

# CITY OF LUCAS

## Zoning Guidelines and Application



665 Country Club Road  
Lucas, Texas 75002

Office 972-912-1206  
[www.lucastexas.us](http://www.lucastexas.us)



## ZONING SUBMISSION REQUIREMENTS

The City is concerned about the time, expense and efforts you and City staff have or will put into your project. The checklists herein are provided to expedite the project review process, and to provide a clear understanding of what will be required, what will be expected, and what will be evaluated. City staff is bound by City Ordinance and State law regarding publishing of notices, mail-outs, etc. that will have an effect upon when your project will be heard by the approval body, which can only occur when the Zoning Application and plans are complete in all detail as determined by City staff.

Please read each checklist carefully. They are to be complete for all projects prior to acknowledgement by the City that the respective plan is accepted to proceed for approval. Instructions for completion are included with each checklist. Development regulations may be reviewed on the City's web site [www.lucastexas.us](http://www.lucastexas.us).

It is recognized that there most often will be changes needed from what is initially submitted to the City for review. City staff conscientiously examines each item on a checklist to see if the item was sufficiently addressed according to City requirements. Where deficiencies are found, the plans will be marked and returned to the applicant named on the application to be addressed prior to further review or acceptance.



## ZONING SUBMISSION REQUIREMENTS

### **1<sup>st</sup> or initial submittal**

- 2 (two) - 24" x 36" folded to approximately 8" x 12" copies of each plan
- An electronic copy of required plat and/or exhibits in pdf format.
- 6 (six) - 11" x 17" hardcopy reductions
- Completed checklist
- Completed application
- A letter requesting any variance or exception, or why an issue was not addressed
- An 8 ½" x 11" hardcopy reduction of the Plat
- A fee as required

### **2<sup>nd</sup> and 3<sup>rd</sup> submittals to address requirements**

- Highlight questions asked by Design Review Committee (DRC) committee in bold.
  - Provide response/correction directly below DRC question.
- 2 (two) - 24"x 36" folded (approximately 8" x 12") copies with required corrections
- An electronic copy of the corrected plat and/or exhibits in pdf format.
- 6 (six) - 11" x 17" hard copy reductions with required corrections

### **4<sup>th</sup> and subsequent submittal(s)**

- 2 (two) - 24" x 36" folded (approximately 8" x 12") copies with required corrections.
- A fee equal to the original submission fee

### **When staff has determined the application is complete and accepted for final approval**

- 30 (thirty) - 24" x 36" folded copies of Zoning Concept Plan and any/all other required Plan Exhibits
- 4 (four) - 11" x 17" Z folded copies.
- An electronic copy (8 1/2 x 11 size) in pdf format.
- Labels of an appropriate size for mailing, with current property owner(s) name and address, of any property located within 500' of all property lines.
- A copy of the affected parcels on a CollinCad generated map.
- Any changes made after Planning & Zoning review and before City Council review will require:
  - 15 (fifteen) - 24" x 36" copies of each Plan, folded to approximately 8" x 12"
  - 4 (four) - 11" x 17" or "12 x 18" reductions of each plan tri- or Z-folded.
  - An electronic copy of all plans in pdf format



# Zoning Exhibit Checklist

## Minimum Requirements

**Project Name:** 2300 Songbird Trail ADU

**Preparer:** Michael Westfall

This checklist is provided to assist you in addressing the minimum requirements for a zoning or rezoning submission. An application is incomplete unless all applicable information noted below is submitted to the Development Services Department. Indicate that all information is included on the submitted plans by initialing the box next to the required information. Initialing each item certifies to the City that you have completely and accurately addressed the issue. Return this form at the time of application submittal.

A zoning/rezoning request and associated plans are expected to be submitted complete and accurate in all detail as shown by the checklist. Should plans be determined to be incomplete, they may either be returned to the applicant without further review or marked up with needed changes, depending on the amount/magnitude of changes or corrections needed.

### For Zoning or Rezoning to a Straight Zoning District

Location/vicinity map showing the location of the proposed zoning with cross streets is included. Indicate scale or not to scale (NTS) and provide north arrow.

Abstract lines, survey lines, county lines, corporate boundaries are correctly shown and clearly labeled.

Statement of purpose and intent of the zoning or rezoning that includes:

- Land Use(s) proposed
- Existing and proposed zoning
- Impact of uses(s) on the transportation system. NOTE: The City will determine if a Traffic Impact Analysis (TIA) is required.
- Impact of the use(s) on water and wastewater utilities (e.g. provide statement as to general availability).
- Impact on land use(s) adjacent to the rezoning request.
- Conformance to the Comprehensive Plan.
- Other information as required by City staff, Planning & Zoning Commission, and/or City Council
- If a residential use, the density of the proposal and density of adjacent residential use(s).

Adjacent zoning and existing land use(s) within 500 feet is indicated.

Adjacent driveways, streets, roads and other thoroughfares within 500 feet of the property are shown and labeled.

A note stating that development of the site will be in accordance with City of Lucas development standards.

Provide an electronic file (pdf) of Legal Description/Metes & Bounds Description with labeling at top of document.

Mailing labels of an appropriate size for mailing, with current property owner(s) name and address, of any property located within 500 feet of all property lines of subject property.



# Zoning Exhibit Checklist

## Minimum Requirements (continued)

### For Special Use Permit (SUP) Requests, Conditional Use Permit (CUP) Requests and Planned Development / Zoning District Requests or Amendments

- Zoning boundary is indicated by a heavy solid line, intermittent with 2 dash lines; dimensioned with bearing(s) and distance(s).
- A title block in the lower right corner that includes large, boldly printed "ZONING CONCEPT PLAN - EXHIBIT B", owner and engineer(s), architect(s), and/or surveyor(s) names, addresses and phone numbers, project name, total acreage, survey name and abstract number (Addition Name & Lot and Block info if platted property), Collin County, submission date, and a log of submittal/revision dates since submitted to the City. A note shall be affixed to the Zoning Concept Plan as follows:

"This Concept Plan is for illustrative purposes only and subject to change. This Concept Plan, along with development regulations (for Planned Development requests), are intended to describe the intent of the Planned Development. Significant deviations from this Concept Plan, as determined by the Development Services Director, will require an amendment to the Concept Plan and, as necessary, the development regulations."
- Location/vicinity map showing the location of the proposed zoning request/change with cross streets is included.
- Indicate scale or not to scale (NTS) and provide north arrow.
- Written and bar graph scale, and north arrow are indicated. North shall be oriented to the top or left side of the sheet.
- Abstract lines, survey lines, corporate boundaries are correctly shown and clearly labeled.
- Statement of purpose and intent of the rezoning that includes:
  - Land use(s) proposed
  - Existing and proposed zoning and land use
  - Impact of uses(s) on the transportation system.NOTE: The City will determine if a Traffic Impact Analysis (TIA) is required.
  - Impact of the use(s) on water and wastewater utilities (e.g. provide statement as to general availability).
  - Impact on land use(s) adjacent to the rezoning request.
  - Conformance to the Comprehensive Plan.
  - Other information as required by City staff, Planning & Zoning Commission, and/or City Council
- Adjacent zoning and existing land use(s) within 500 feet is indicated.
- Adjacent driveways, streets, roads and other thoroughfares within 500 feet of the project are shown.
- Concept Plan that includes the following:
  - Land use(s) proposed (building footprint(s) are to be graphically shown).
  - Thoroughfares as depicted on the Master Thoroughfare Plan (MTP) within and adjacent to the site are accurately located, named and dimensioned. Existing is to be shown as a light, solid line; proposed shown as a medium weight solid line.
  - Medians, left-turn lanes, median openings, curb cuts, acceleration/deceleration lanes within 200 feet of the property are accurately located, labeled, and dimensioned. Existing is to be shown as a light, solid line; proposed shown as a medium weight solid line.
  - If a structure is proposed, or proposed to remain, a minimum and maximum square footage (if no definitive/specific user(s) are identified at this time) is indicated for the structure(s).
  - If a structure is proposed, or proposed to remain, the use, approximate location, and square footage of each building is provided.
  - If a residential use, the density of the proposal and density of adjacent residential use(s).
  - Project phasing lines.
  - Other pertinent data as may be required by City staff, Planning and Zoning Commission, and/or City Council.
  - Location of present, future or proposed public dedication of parks, open space, etc.
- Mailing labels of an appropriate size for mailing, with current property owner(s) name and address, of any property located within 500 feet of all property lines of subject property.



# Zoning Exhibit Checklist

## Minimum Requirements (continued)

**Special Use Permit (SUP) and Conditional Use Permit (CUP)** requests shall also include the following items in table format on the Zoning Concept Plan (Exhibit “B”) and those specified in items 1 thru 10 above as applicable:

- Existing/proposed Lot Number(s)
- Lot area specified in square feet and acreage
- Building square footage (Indication of Minimum and Maximum suggested if no definitive/specific user(s) identified at this time)
- Proposed use for each proposed building by category of use (e.g. retail, medical office, restaurant with or without drive-thru, convenience store, bank with drive-thru, church, etc.)
- Parking count required and specified per use(s) with required ratio indicated

**Planned Development (PD)** Zoning District requests shall also include Development Regulations (labeled/titled Exhibit “C”) with the following:

- Hard copy (8 ½” X 11”) and pdf file on disk is provided.
- List of proposed land uses
- Proposed use(s) for each building (non-residential and mixed-use development) by category of use (e.g. retail, professional office, medical office, church, restaurant, bank with drive through, etc.)
- Maximum square footage of each building (non-residential uses)
- Minimum lot area (residential uses)
- Minimum lot width (residential uses)
- Minimum lot depth (residential uses)
- Heights and stories
- Maximum lot coverage percentage
- Maximum lot count (residential uses)
- Minimum house size square footage excluding garages and breezeways
- Fencing requirements indicated
- Garage type(s) indicated (e.g. front entry, rear entry alley served, “J”-hook, etc.)
- Accessory Building regulations
- Subdivision Ordinance waiver/modification requests are specifically listed.
- Parking count required specified per use(s) with required ratio indicated
- Parking count provided
- Statement is provided indicating that all current development requirements of the City as amended shall be met unless approved otherwise within these Planned Development Zoning District Development Regulations.
- Hard copy (8 ½” X 11”) and electronic file (pdf) of Legal Description/Metes & Bounds Description with labeling at top of document indicating Exhibit “A” is provided.
- Mailing labels of an appropriate size for mailing, with current property owner(s) name and address, of any property located within 500 feet of all property lines.

**NOTE: DEVIATIONS FROM CURRENT DEVELOPMENT STANDARDS/REGULATIONS NOT SPECIFICALLY ADDRESSED/LISTED FOR APPROVAL AS PART OF PLANNED DEVELOPMENT REGULATIONS MAY REQUIRE A HEARING/APPROVAL BY THE BOARD OF ADJUSTMENT (BOA).**



# ZONING APPLICATION

## City of Lucas, Texas

Name of Project: 2300 Songbird Trail

	Application Fee
<u>    </u> Initial Zoning (newly annexed or agricultural property) per classification	\$450.00
<u>    </u> Rezoning (property currently zoned) per classification	\$450.00
<u>  x  </u> Specific Use Permit (SUP) - see Zoning Ordinance for special requirements and procedures	\$450.00

Physical Location of Property: 2300 Songbird Trail

*[Address and General Location – approximate distance to nearest existing street corner]*

**Brief Legal Description of Property (must also attach accurate metes and bounds description):**

4.920 Acres John W. Kirby Survey, A-506

*[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]*

Collin County Appraisal District Short Account Number: R650600003401

Acreage: 4.92 Existing Zoning: R1 Requested Zoning: R1 w/ SUP for ADU (max 1,500sf)

*[Attach a detailed description of requested zoning]*

OWNER(S) NAME: Michael Westfall Phone Number: 214-846-9397

Applicant / Contact Person: Michael Westfall Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Mailing Address: 2405 Songbird Trail City: Lucas State: TX ZIP: 75002

Phone: (214) 846-9397 Fax: ( ) Email Address: mwestfall@westfalleng.com

ENGINEER(S) / REPRESENTATIVE(S) NAME: Same

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone: ( ) Fax: ( ) Email Address: \_\_\_\_\_



# ZONING APPLICATION (continued)

Name of Project: 2300 Songbird Trail AUD

**\*\*READ BEFORE SIGNING BELOW:** If there should be more than one property owner, complete a separate sheet with the same wording as below. The City requires all original signatures. If applicant is other than the property owner a "Power of Attorney" with original, notarized signatures is required. (Notaries are available upon submittal.)

**SUBMITTAL DEADLINE: 30 DAYS PRIOR TO P&Z PUBLIC HEARING DATE.** All zoning applications must be advertised in the newspaper, and notices must be mailed to all property owners within 500 feet of the subject property. Please contact City staff in advance for submittal deadlines.

**ALL APPLICATIONS MUST BE COMPLETE, ACCOMPANIED BY THE APPLICABLE CHECKLIST AND TAX CERTIFICATE SHOWING TAXES PAID, BEFORE THEY WILL BE SCHEDULED FOR P&Z AGENDA.** It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements (in the Zoning & Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists that may be required from City staff), including the number of plans to be submitted, application fees, etc. Please contact City staff in advance for submittal requirements. [Drawings will not be returned to applicant.]

**SUBMISSIONS.** Failure to submit all materials to the City with this application will result in delays scheduling the agenda date.

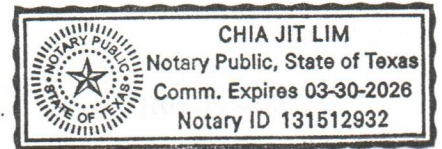
**NOTICE OF PUBLIC RECORDS.** The submission of plans/drawings/etc. with this application makes such items public record, and the applicant understands that these items may be viewed by the general public. Unless the applicant expressly states otherwise in writing, submission of this application (with associated plans/drawings/etc.) will be considered consent by the applicant that the general public may view and/or reproduce (i.e., copy) such documents.

**ALL PARCELS/PROPERTIES MUST MATCH IN ACREAGE ALL OTHER DOCUMENTS SUBMITTED, WITH NO AMBIGUITY.**

STATE OF TEXAS                    }  
COUNTY OF COLLIN            }

BEFORE ME, a Notary Public, on this day personally appeared Michael Westfall the undersigned who, under oath, stated the following: "I hereby certify that I am the owner, or duly authorized agent of the owner, (proof attached) for the purposes of this application; that all information submitted herein is true and correct. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial."

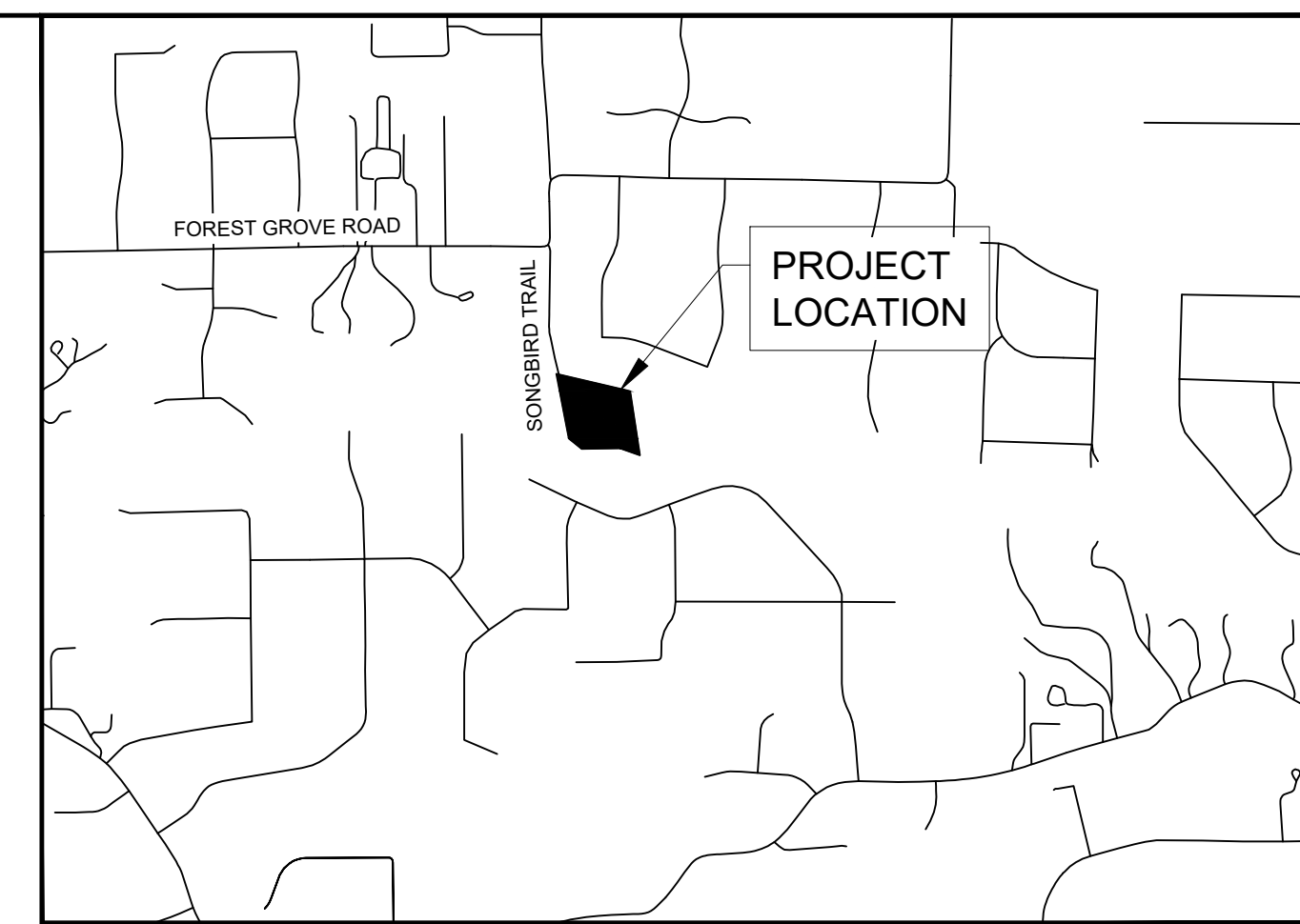
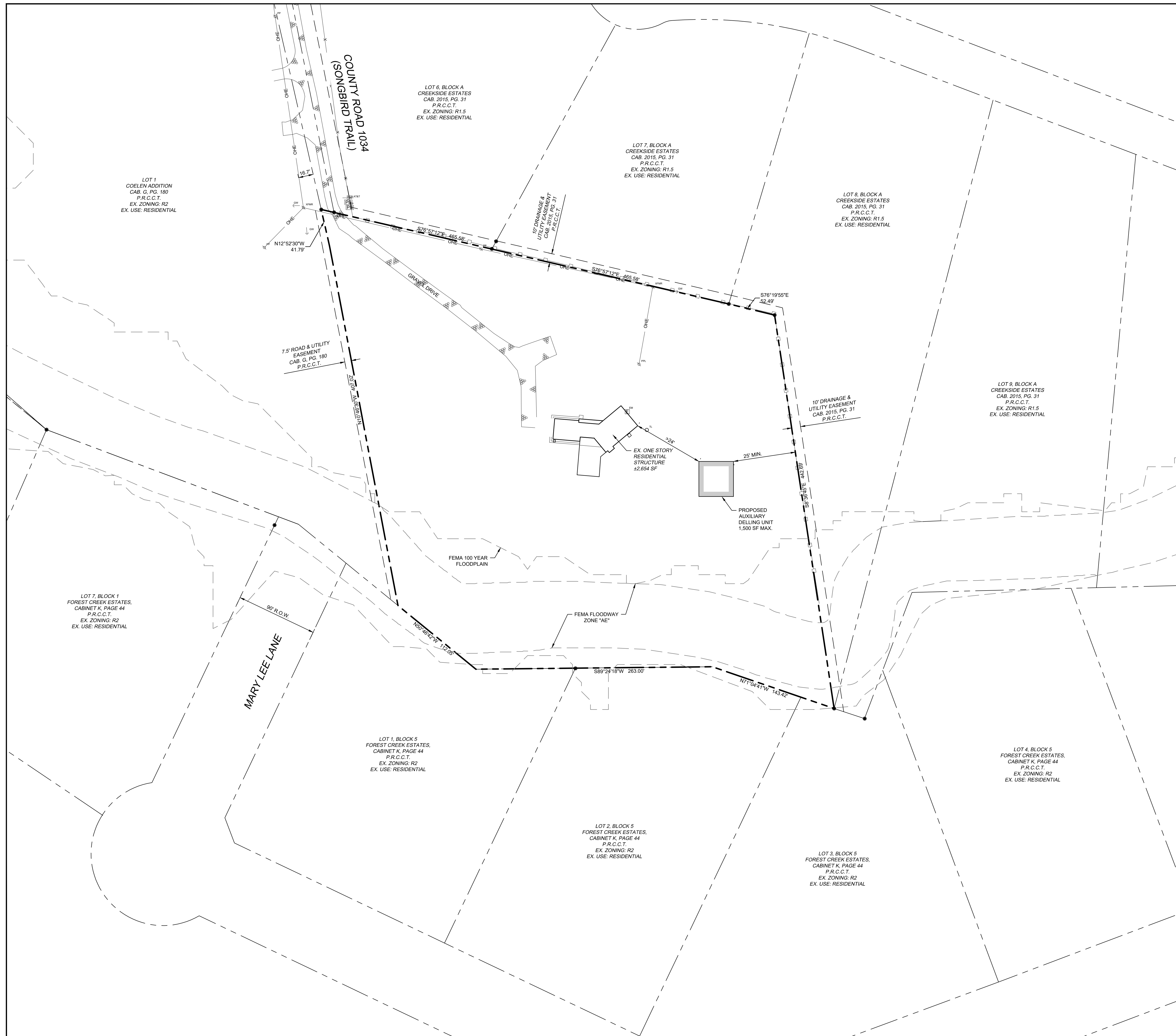
Michael Westfall  
\*\*Owner / Agent (circle one)



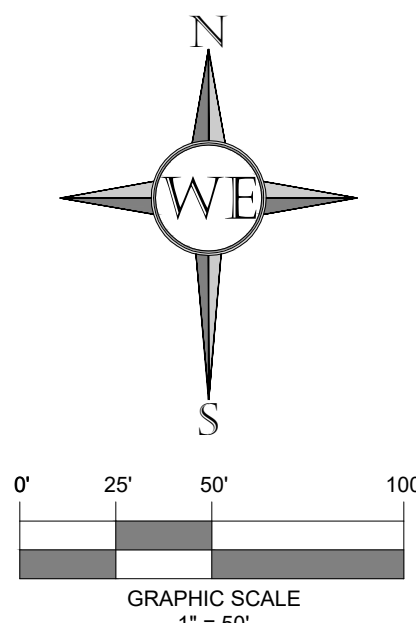
SUBSCRIBED AND SWORN TO before me, this the 14 day of February, 2026.

Notary Public in and for the State of Texas: [Signature]

Official Use Only	Action Taken
Planning & Zoning: _____	Date: _____
City Council: _____	Date: _____
Applicant Made a Written Withdrawal: <b>Yes or No</b>	Date: _____



**VICINITY MAP**  
N.T.S.



**SITE DATA TABLE**

EXISTING ZONING:	R1
PROPOSED LAND USE	R1 WITH SUP
LOT AREA	214,317.76 SF, 4.92 AC
IMPACT OF USES ON TRANSPORTATION PLAN	NEGLIGIBLE
IMPACT OF THE USE ON WATER AND WASTEWATER UTILITIES	NEGLIGIBLE
CONFORMANCE TO THE COMPREHENSIVE PLAN	YES

**NOTE:**

1. THIS CONCEPT PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY AND SUBJECT TO CHANGE. THIS CONCEPT PLAN, ALONG WITH DEVELOPMENT REGULATIONS (FOR PLANNED DEVELOPMENT REQUESTS), ARE INTENDED TO DESCRIBE THE INTENT OF THE PLANNED DEVELOPMENT. SIGNIFICANT DEVIATIONS FROM THIS CONCEPT PLAN, AS DETERMINED BY THE DEVELOPMENT SERVICES DIRECTOR, WILL REQUIRE AN AMENDMENT TO THE CONCEPT PLAN AND, AS NECESSARY, THE DEVELOPMENT REGULATIONS.
2. DEVELOPMENT OF THE SITE WILL BE IN ACCORDANCE WITH CITY OF LUCAS DEVELOPMENT STANDARDS.

**ZONING CONCEPT PLAN - EXHIBIT B**  
BEING 4.92 ACRES  
SITUATED IN THE  
**J.W. KERBY SURVEY, ABSTRACT NO. 506**  
CITY OF ALLEN, COLLIN COUNTY, TEXAS  
DATED: FEBRUARY 16, 2024

**OWNER:**  
MICHAEL AND AMANDA WESTFALL  
2300 SONGBIRD TRAIL  
LUCAS, TEXAS 75002  
PHONE NO. (214) 301-2089



No.	DATE	REVISIONS

# Location Map





**City of Lucas  
Planning and Zoning Commission  
Agenda Request  
March 12, 2026**

Requester: Joe Hilbourn, Development Services Director

**Agenda Item Request:**

---

Conduct a public hearing to consider a request submitted by James Roberts with Goose Real Estate on behalf of Sergio Villarreal to rezone a parcel of land from Agricultural and Open Space (AO) to R-2 (Single-family residential 2-acre lots), being a tract of land 17.485 acres in size out of the D James Survey Abstract No A0477, Tract 31 in the City of Lucas, Collin County Texas.

- A. Presentation by Joe Hilbourn, Development Services Director
- B. Conduct public hearing
- C. Take action on public hearing item  
**(Joe Hilbourn, Development Services Director)**

**Background Information:**

---

The property is located on the north side of Snider Lane across from the entrance of Lakeview Downs on Driftwood Land, is currently zoned Agricultural and Open Space (AO) to be rezoned as Single-family residential 2-acre lots (R-2). This zoning is consistent with the City's approved Comprehensive Plan, which designates the area for future R-2 residential land use.

The requested zoning change is consistent with the City's standard building codes and current zoning ordinances in effect at the time of development, with the base standards aligned with R-2 zoning requirements. The applicant intends to establish a Homeowners Association (HOA) at the time of platting to implement and enforce development standards and restrictive covenants to ensure long-term quality and consistency within the neighborhood. The developer is committed to constructing a private street with a 50-foot right-of-way to adequately serve the development. Minimal impact to water infrastructure is anticipated, as the water line along Snider Lane was recently upgraded to an 8-inch main capable of supporting the proposed development. The overall proposed density is 0.50 units per acre.

**Attachments/Supporting Documentation:**

---

- 1. PUBLIC HEARING NOTICE
- 2. Rezoning Application
- 3. Zoning Exhibit
- 4. Location Map

**Budget/Financial Impact:**

---

N/A

**Recommendation:**

---

Staff recommends approving the request to rezone the properties from AO to R2.

**Motion:**

---

I make a motion to approve/deny the request submitted by James Roberts with Goose Real Estate on behalf of Sergio Villarreal to rezone a parcel of land from Agricultural and Open Space (AO) to R-2 (Single-family residential 2-acre lots), being a tract of land 17.485 acres in size out of the D James Survey Abstract No A0477, Tract 31 in the City of Lucas, Collin County Texas.



## PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN, that the City Council of the City of Lucas, Texas will conduct a public hearing on Thursday, March 12, 2026 at 6:30 p.m. and City Council will conduct a second public hearing on Thursday, April 2, 2026 at 6:30 p.m. at Lucas City Hall, 665 Country Club, Lucas, Texas to consider the request submitted by James Roberts with Goose Real Estate on behalf of Sergio Villarreal to rezone a parcel of land from Agricultural and Open Space (AO) to R-2 (Single-family residential 2-acre lots), being a tract of land 17.485 acres in size out of the D James Survey Abstract No A0477, Tract 31 in the City of Lucas, Collin County Texas.

SITUATED in the State of Texas and County of Collin, being part of the T. D. James Survey, Abstract No. 477, being a resurvey of a 17.5 acre tract recorded in Volume 929, Page 711 of the Deed Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a ½-inch iron rod found marking the southwest comer of said premises, said comer being in an asphalt road known as County Road 319;

THENCE departing said road and with the west line of said premises, North 00°33'00" East, 1315.30 feet to a 5/8-inch iron rod found marking the northwest comer of said premises;

THENCE with the north line of said premises and part way with the remnants of an old fence, South 89°22'35" East, 580.42 feet to a ½-inch iron rod found marking the northeast comer of said premises and being in an 11-inch hackberry tree;

THENCE with the east line of said premises, South 00°33'39" West, 1309.63 feet to a ½-inch iron rod found in the center of said road;

THENCE with the south line of said premises and said road, North 89°56'11" West, 580.20 feet to the place of beginning and containing 17.485 acres of land.

Those wishing to speak FOR or AGAINST this annexation are invited to attend. If you are unable to attend and have any comments you may send them to City Hall, Attention: City Secretary, Toshia Kimball, 665 Country Club Road, Lucas, Texas, 75002, email [tkimball@lucastexas.us](mailto:tkimball@lucastexas.us) and it will be presented at the public hearing. If you have any questions about the above hearing, you may contact Development Services Director, Joe Hilbourn at [jhilbourn@lucastexas.us](mailto:jhilbourn@lucastexas.us).



# Zoning Exhibit Checklist

## Minimum Requirements

**Project Name:** Villarreal Estates

---

**Preparer:** Bill Perman, JP Engineering

---

This checklist is provided to assist you in addressing the minimum requirements for a zoning or rezoning submission. An application is incomplete unless all applicable information noted below is submitted to the Development Services Department. Indicate that all information is included on the submitted plans by initialing the box next to the required information. Initialing each item certifies to the City that you have completely and accurately addressed the issue. Return this form at the time of application submittal.

A zoning/rezoning request and associated plans are expected to be submitted complete and accurate in all detail as shown by the checklist. Should plans be determined to be incomplete, they may either be returned to the applicant without further review or marked up with needed changes, depending on the amount/magnitude of changes or corrections needed.

### For Zoning or Rezoning to a Straight Zoning District

- Location/vicinity map showing the location of the proposed zoning with cross streets is included. Indicate scale or not to scale (NTS) and provide north arrow.
- Abstract lines, survey lines, county lines, corporate boundaries are correctly shown and clearly labeled.
- Statement of purpose and intent of the zoning or rezoning that includes:
  - Land Use(s) proposed
  - Existing and proposed zoning
  - Impact of uses(s) on the transportation system. NOTE: The City will determine if a Traffic Impact Analysis (TIA) is required.
  - Impact of the use(s) on water and wastewater utilities (e.g. provide statement as to general availability).
  - Impact on land use(s) adjacent to the rezoning request.
  - Conformance to the Comprehensive Plan.
  - Other information as required by City staff, Planning & Zoning Commission, and/or City Council
  - If a residential use, the density of the proposal and density of adjacent residential use(s).
- Adjacent zoning and existing land use(s) within 500 feet is indicated.
- Adjacent driveways, streets, roads and other thoroughfares within 500 feet of the property are shown and labeled.
- A note stating that development of the site will be in accordance with City of Lucas development standards.
- Provide an electronic file (pdf) of Legal Description/Metes & Bounds Description with labeling at top of document.
- Mailing labels of an appropriate size for mailing, with current property owner(s) name and address, of any property located within 500 feet of all property lines of subject property.



# ZONING APPLICATION

## City of Lucas, Texas

Name of Project: \_\_\_\_\_

	Application Fee
<input checked="" type="checkbox"/> Initial Zoning (newly annexed or agricultural property) per classification	\$450.00
<input type="checkbox"/> Rezoning (property currently zoned) per classification	\$450.00
<input type="checkbox"/> Specific Use Permit (SUP) - see Zoning Ordinance for special requirements and procedures	\$450.00

Physical Location of Property: along the north side of Snider Ln approximately 450 feet west of Highland Park

*[Address and General Location – approximate distance to nearest existing street corner]*

**Brief Legal Description of Property (must also attach accurate metes and bounds description):**

ABS A0477 T D JAMES SURVEY, TRACT 31, 17.485 ACRES

*[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]*

Collin County Appraisal District Short Account Number: 1067197

Acreage: 17.485 Ac Existing Zoning: AO Requested Zoning: R2

*[Attach a detailed description of requested zoning]*

OWNER(S) NAME: SERGIO VILLARREAL Phone Number: 972-900-2968

Applicant / Contact Person: James Roberts Title: Developer

Company Name: Goose Real Estate

Mailing Address: 1200 Kempton Park City: Fairview State: Tx ZIP: 75069

Phone: ( ) 614 306-4246 Fax: ( ) \_\_\_\_\_ Email Address: roberts.james321@gmail.com

ENGINEER(S) / REPRESENTATIVE(S) NAME: JP Engineering

Contact Person: Bill Perman Title: VP

Company Name: JP Engineering

Mailing Address: 700 S Central Expwy STE 400 City: Allen State: Tx ZIP: 75013

Phone: ( ) 972-467-7505 Fax: ( ) \_\_\_\_\_ Email Address: bperman@jp-eng.biz



# ZONING APPLICATION (continued)

Name of Project: Villarreal Estates

**\*\*READ BEFORE SIGNING BELOW:** If there should be more than one property owner, complete a separate sheet with the same wording as below. The City requires all original signatures. If applicant is other than the property owner a "Power of Attorney" with original, notarized signatures is required. (Notaries are available upon submittal.)

**SUBMITTAL DEADLINE: 30 DAYS PRIOR TO P&Z PUBLIC HEARING DATE.** All zoning applications must be advertised in the newspaper, and notices must be mailed to all property owners within 500 feet of the subject property. Please contact City staff in advance for submittal deadlines.

**ALL APPLICATIONS MUST BE COMPLETE, ACCOMPANIED BY THE APPLICABLE CHECKLIST AND TAX CERTIFICATE SHOWING TAXES PAID, BEFORE THEY WILL BE SCHEDULED FOR P&Z AGENDA.** It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements (in the Zoning & Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists that may be required from City staff), including the number of plans to be submitted, application fees, etc. Please contact City staff in advance for submittal requirements. [Drawings will not be returned to applicant.]

**SUBMISSIONS.** Failure to submit all materials to the City with this application will result in delays scheduling the agenda date.

**NOTICE OF PUBLIC RECORDS.** The submission of plans/drawings/etc. with this application makes such items public record, and the applicant understands that these items may be viewed by the general public. Unless the applicant expressly states otherwise in writing, submission of this application (with associated plans/drawings/etc.) will be considered consent by the applicant that the general public may view and/or reproduce (i.e., copy) such documents.

**ALL PARCELS/PROPERTIES MUST MATCH IN ACREAGE ALL OTHER DOCUMENTS SUBMITTED, WITH NO AMBIGUITY.**

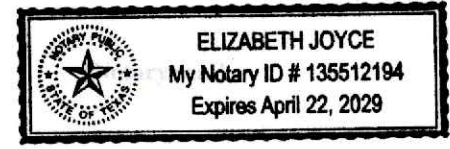
STATE OF TEXAS                    )  
COUNTY OF COLLIN                )

BEFORE ME, a Notary Public, on this day personally appeared SERGIO VILLARREAL the undersigned who, under oath, stated the following: "I hereby certify that I am the owner, or duly authorized agent of the owner, (proof attached) for the purposes of this application; that all information submitted herein is true and correct. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial."

S. Villarreal

\*\*Owner / Agent (circle one)

SUBSCRIBED AND SWORN TO before me, this the 11<sup>th</sup> day of February, 2026



Notary Public in and for the State of Texas: Elizabeth Joyce

Official Use Only	Action Taken
Planning & Zoning: _____	Date: _____
City Council: _____	Date: _____
Applicant Made a Written Withdrawal: Yes or No	Date: _____

# PROPERTY OWNER AUTHORIZATION


## SUBJECT PROPERTY DESCRIPTION

Project Name: Villarreal Estates

Property Address: Along the north side of Snider Ln  
approximately 450 feet west of Highland Park

## OWNER AUTHORIZATION

1. I hereby certify that all information contained within this application is true and correct to the best of my knowledge.
2. I hereby certify that I am the owner of the subject property or the duly authorized agent of the owner of the subject property for the purpose of this application.
3. I hereby designate the person named as the applicant of this application, if other than myself, to file this application and to act as the principal contact person with the City of Lucas.
4. I hereby authorize the City of Lucas, its agents or employees, to enter the subject property at any reasonable time for the purpose of 1) Erecting, maintaining, or removing "Change of Zoning" signs, which indicate that a zoning amendment is under consideration and which indicate how further information may be obtained, and 2) Taking photographs documenting current use and current conditions of the property; and further, I release the City of Lucas, its agents or employees from liability for any damages which may be incurred to the subject property in the erecting, maintaining, or removal of said signs or the taking of said photographs.

Property Owner: SERGIO VILLARREAL Phone Number: 972-900-2968  
Address: 1909 NORTH CREST DR Email Address: serge.villarreal@yahoo.com  
PLANO, TX 75075 Date: 2/10/2026  
Signature: 

June 1, 2023

City of Lucas  
Development Services  
165 Country Club Road  
Lucas, Texas 75002-7663

Attn: Joe Hilbourn

Re: Zoning Request – Lucas Single Family Subdivision

Dear Joe:

We would like to request a Zoning Change from AO to Straight Zoning District R2 for a tract of land 17.485 acres in size out of the D James Survey Abstract No AO477, Tract 31 in the City of Lucas, Collin County Texas. It is our intent to develop and plat this tract in accordance with the City's standard building codes and the City's Current Zoning Ordinance at the time of development. The current Zoning for the property is AO. We would like to note that our base Standards would be in accordance with the current Single family R2 standards as outlined in the ordinances of the City of Lucas. We intend to build a quality product that meets or exceeds the City of Lucas standards and will fit within the surrounding areas of recent development regarding construction and appearance of product. We also intend to provide a Homeowners Association to set standards and covenants for this development at the time of platting. We are committed to also building a private street with a 50-foot right-of-way that would serve this development.

It is anticipated for this development to have little impact on water as the water line in Snider Lane was recently upgraded to an 8-inch line.

Our request for R2 Zoning will align with the areas surrounding this tract of land for use and density. Proposed Density is 0.50 units per acre. 2 Acres will be the minimum Residential Lot size developed.

Attached separately is an Authorization Letter from the current landowner allowing Goose Real Estate, James Roberts, to act on his behalf in this Zoning Request.

Project Contact List  
James Roberts, Developer  
Bill Perman, Project Manager

[roberts.james321@gmail.com](mailto:roberts.james321@gmail.com)  
[bperman@jp-eng.biz](mailto:bperman@jp-eng.biz)

614-306-4246  
972-467-7505

Sincerely,

Goose Real Estate

By:   
James Roberts  
Developer

## Description

SITUATED in the State of Texas and County of Collin, being part of the T. D. James Survey, Abstract No. 477, being a resurvey of a 17.5 acre tract recorded in Volume 929, Page 711 of the Deed Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a ½-inch iron rod found marking the southwest corner of said premises, said corner being in an asphalt road known as County Road 319;

THENCE departing said road and with the west line of said premises, North 00°33'00" East, 1315.30 feet to a 5/8-inch iron rod found marking the northwest corner of said premises;

THENCE with the north line of said premises and part way with the remnants of an old fence, South 89°22'35" East, 580.42 feet to a ½-inch iron rod found marking the northeast corner of said premises and being in an 1 1/2 -inch hackberry tree;

THENCE with the east line of said premises, South 00°33'39" West, 1309.63 feet to a ½-inch iron rod found in the center of said road;

THENCE with the south line of said premises and said road, North 89°56'11" West, 580.20 feet to the place of beginning and containing 17.485 acres of land.



# Lucas

## \*\*\* Customer Receipt \*\*\*

Date: 2/25/2026

**Project Number: PZ-2026-4**

ABS A0477 T D JAMES SURVEY, TRACT 31, 17.485 ACRES  
Lucas TX 75002

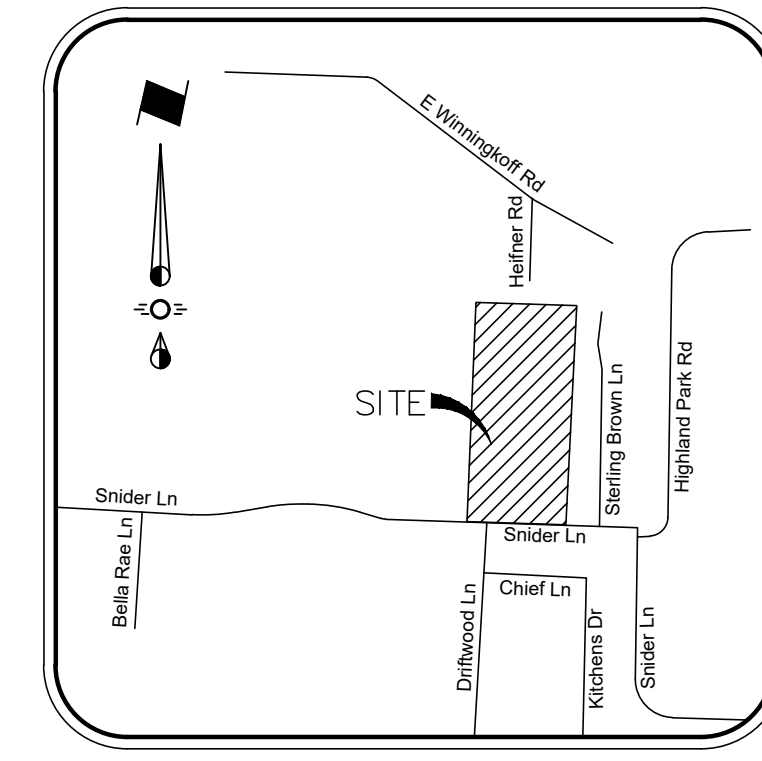
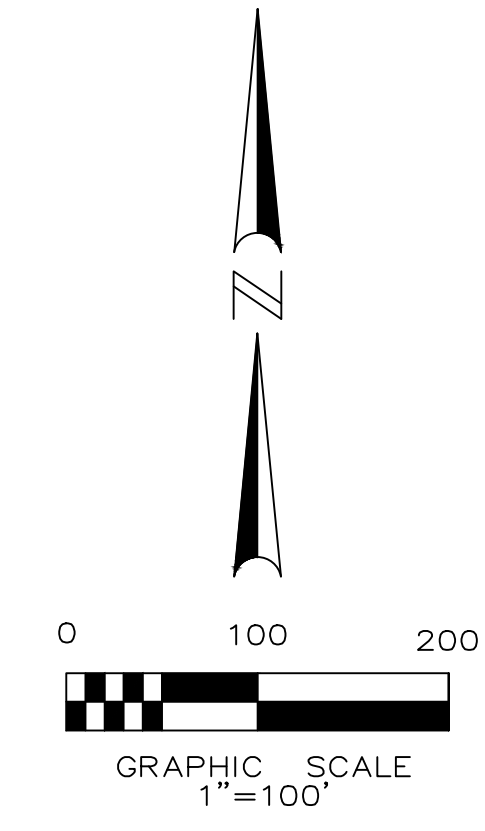
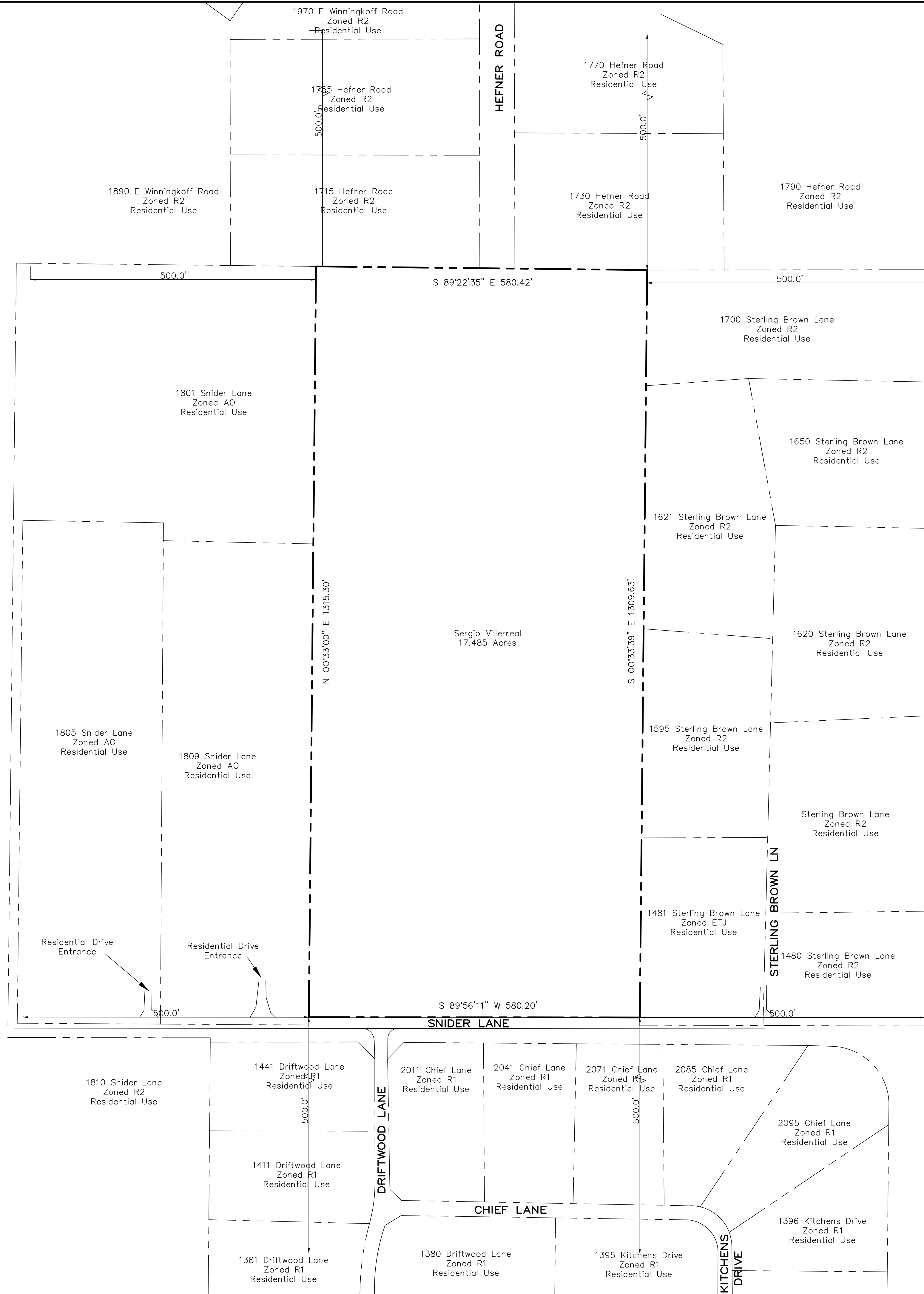
Paid By:  
Goose Real Estate  
James Roberts  
1200 Kempton Park, Fairview, TX 75069

### Payments

Payment ID	Received Date	Payment Type	Reference Num	Fee	Quantity	Amount
16712754	2/18/2026	Check	1383	Initial Zoning	0.0000	\$450.00
						<b>\$450.00</b>
<b>Total</b>					<b>0.0000</b>	<b>\$450.00</b>

\*\*\* Thank you for your payment \*\*\*

**THIS IS NOT A PERMIT.** This receipt does not authorize you to begin construction on your project.



Vicinity Map  
NTS

**SYNOPSIS**

Land Use Proposed: Residential Lots  
 Existing Zoning: A0  
 Proposed Zoning: R2  
 Land Area: 17.485 Acres  
 Proposed Density: 0.50 units per acre

**NOTES:**

The Proposed Zoning, R2, Conforms to the Current Comprehensive Land Plan  
 The Proposed Development of this site will be in accordance with City of Lucas development Standards.  
 This Concept Plan is for illustrative purposes only and subject to change. This Concept Plan, along with development regulations (for Planned Development requests), are intended to describe the intent of the Planned Development. Significant deviations from this Concept Plan, as determined by the Development Services Director, will require an amendment to the Concept Plan and, as necessary, the development regulations.

**ZONING CONCEPT PLAN - EXHIBIT B**  
**VILLARREAL ESTATES**  
 17.485 Acres  
 TD James Survey Abstract No. 477  
 City of Lucas, Collin County, Texas

<b>DEVELOPER</b> Goose Real Estate, Inc 1200 Kempton Park Fairview, TX 75069 (614) 306-4246 Contact: James Roberts	<b>ENGINEER:</b> JP Engineering 700 S Central Expwy Ste 400 Allen, Texas 75013 Phone (972) 467-7505 Contact: Bill Perman Project Manager	<b>SURVEYOR</b> Traverse Land Surveying 359 Lake Park Road, Suite 102, Lewisville, Texas 75057 Phone (469) 784-9321 Contact: Grayson CeBallos
---	--	--

**JP Engineering**  
 700 S Central Expressway, Suite 400 Allen, Texas 75013 972-467-7505  
 Texas P.E. Firm Number 14021

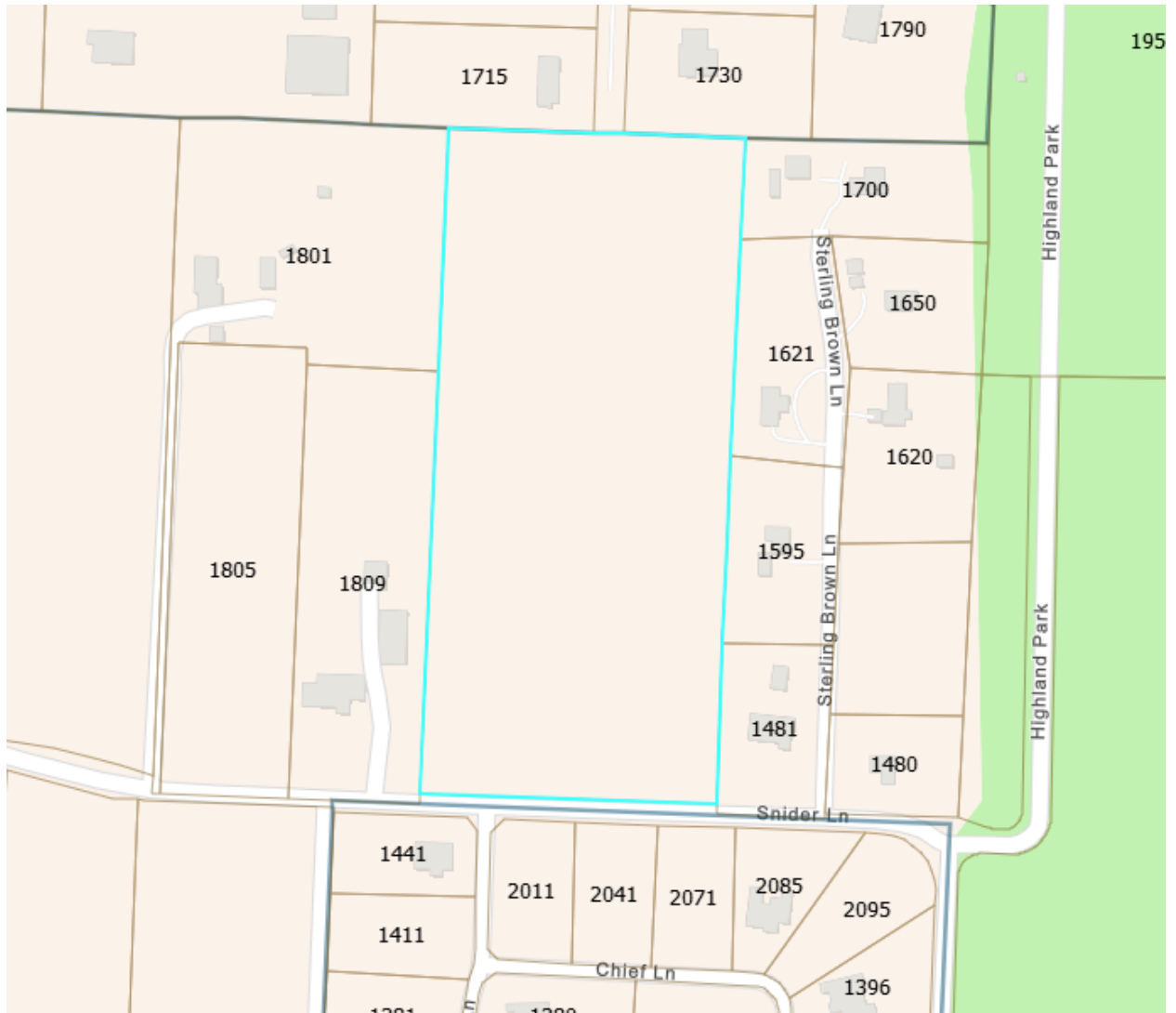
VILLARREAL ESTATES  
 TD James Survey Abstract No. 477  
 City of Lucas, Collin County, Texas  
**ZONING EXHIBIT**

No.	Date	Revision

Scale: 1" = 100'  
 File Name: Zoning Exhibit  
 Date: 2/18/2026  
 Project No.: 26001

Sheet of **ZE**

# Location Map





**City of Lucas  
Planning and Zoning Commission  
Agenda Request  
March 12, 2026**

Requester: Joe Hilbourn, Development Services Director

**Agenda Item Request:**

---

Conduct a public hearing to consider a request submitted by Mark Robinson on behalf of Robinson Living Trust to rezone a parcel of land from Agricultural and Open Space (AO) to Commercial Business (CB), being a tract of land approximately 0.6911 acres in size out of the James Anderson Survey Abstract No A0017, Tract 57 in the City of Lucas, Collin County Texas.

- A. Presentation by Joe Hilbourn, Development Services Director
- B. Conduct public hearing
- C. Take action on public hearing item  
(Joe Hilbourn, Development Services Director)

**Background Information:**

---

The property located on the east side of Southview Drive and backing up to the Meadows subdivision, is currently zoned Agricultural and Open Space (AO) to be rezoned as Commercial Business (CB). This zoning is consistent the Haggard tract to the north and with the zoning directly across Southview Drive.

**Attachments/Supporting Documentation:**

---

- 1. PUBLIC HEARING NOTICE - Robinson Rezoning
- 2. Robinson Zoning Application
- 3. Survey
- 4. Robinson Location Map

**Budget/Financial Impact:**

---

N/A

**Recommendation:**

---

Staff recommends approving the request to rezone the properties from AO to CB.

**Motion:**

---

I make a motion to approve/deny the request submitted by Mark Robinson on behalf of Robinson Living Trust to rezone a parcel of land from Agricultural and Open Space (AO) to Commercial

Business (CB), being a tract of land approximately 0.6911 acres in size out of the James Anderson Survey Abstract No A0017, Tract 57 in the City of Lucas, Collin County Texas.



## PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN, that the City Council of the City of Lucas, Texas will conduct a public hearing on Thursday, March 12, 2026 at 6:30 p.m. and City Council will conduct a second public hearing on Thursday, April 2, 2026 at 6:30 p.m. at Lucas City Hall, 665 Country Club, Lucas, Texas to consider the request submitted by Mark Robinson on behalf of Robinson Living Trust to rezone a parcel of land from Agricultural and Open Space (AO) to Commercial Business (CB), being a tract of land approximately 0.6911 acres in size out of the James Anderson Survey Abstract No A0017, Tract 57 in the City of Lucas, Collin County Texas, More particularly described as follows:

Tract 2;

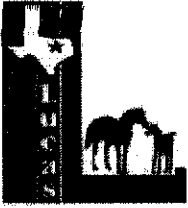
THENCE South 00° 50' 00" East, a distance of 76.72 feet along the common line of said Tract 2 and Lot 34 to the south corner of said Tract 2, being the northeast line of Southview Drive (F.M. 1378, 90 foot right-of-way) and being a non-tangent curve to the left having a radius of 618.00 feet;

THENCE along said northeast line and curve to the left, an arc distance of 71.14 feet, having a chord bearing and distance of North 26° 14' 36" West - 71.59 feet, to a found 1/2-inch iron rod at the point of tangency;

THENCE North 29° 33' 45" West, a distance of 317.23 feet along said northeast line to the northwest corner of aforesaid Tract 2;

THENCE South 88° 49' 28" East, a distance of 183.31 feet to the POINT OF BEGINNING and containing 108,658 square feet or 2.49 acres of land.

Those wishing to speak FOR or AGAINST this annexation are invited to attend. If you are unable to attend and have any comments you may send them to City Hall, Attention: City Secretary, Toshia Kimball, 665 Country Club Road, Lucas, Texas, 75002, email [tkimball@lucastexas.us](mailto:tkimball@lucastexas.us) and it will be presented at the public hearing. If you have any questions about the above hearing, you may contact Development Services Director, Joe Hilbourn at [jhilbourn@lucastexas.us](mailto:jhilbourn@lucastexas.us).



# ZONING APPLICATION

## City of Lucas, Texas

Name of Project: Robinson Commercial Re-zone

	Application Fee
<input type="checkbox"/> Initial Zoning (newly annexed or agricultural property) per classification	\$450.00
<input checked="" type="checkbox"/> Rezoning (property currently zoned) per classification	\$450.00
<input type="checkbox"/> Specific Use Permit (SUP) - see Zoning Ordinance for special requirements and procedures	\$450.00

Physical Location of Property: \_\_\_\_\_

*[Address and General Location – approximate distance to nearest existing street corner]*

Brief Legal Description of Property (must also attach accurate metes and bounds description):

ABS A0012 James Anderson Survey Sheet 2 Tract 57 0.6911 acres

*[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]*

Collin County Appraisal District Short Account Number: R601700205701

Acreage: 0.6911 Existing Zoning: \_\_\_\_\_ Requested Zoning: Commercial

*[Attach a detailed description of requested zoning]*

OWNER(S) NAME: Robinson Living Trust Phone Number: 972-740-0682

Applicant / Contact Person: Mark Robinson Title: Owner/Executor

Company Name: \_\_\_\_\_

Mailing Address: 7 Harvest Way City: Wylie State: Tx ZIP: 75098

Phone: 972-740-0682 Fax: ( ) \_\_\_\_\_ Email Address: MRrobin19@gmail.com

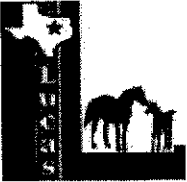
ENGINEER(S) / REPRESENTATIVE(S) NAME: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Email Address: \_\_\_\_\_



# ZONING APPLICATION (continued)

Name of Project: Robinson Commercial Re-Zone

**\*\*READ BEFORE SIGNING BELOW:** If there should be more than one property owner, complete a separate sheet with the same wording as below. The City requires all original signatures. If applicant is other than the property owner a "Power of Attorney" with original, notarized signatures is required. (Notaries are available upon submittal.)

**SUBMITTAL DEADLINE: 30 DAYS PRIOR TO P&Z PUBLIC HEARING DATE.** All zoning applications must be advertised in the newspaper, and notices must be mailed to all property owners within 500 feet of the subject property. Please contact City staff in advance for submittal deadlines.

**ALL APPLICATIONS MUST BE COMPLETE, ACCOMPANIED BY THE APPLICABLE CHECKLIST AND TAX CERTIFICATE SHOWING TAXES PAID, BEFORE THEY WILL BE SCHEDULED FOR P&Z AGENDA.** It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements (in the Zoning & Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists that may be required from City staff), including the number of plans to be submitted, application fees, etc. Please contact City staff in advance for submittal requirements. [Drawings will not be returned to applicant.]

**SUBMISSIONS.** Failure to submit all materials to the City with this application will result in delays scheduling the agenda date.

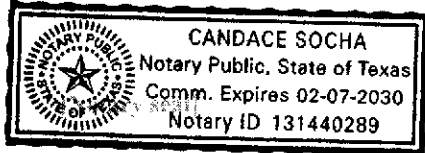
**NOTICE OF PUBLIC RECORDS.** The submission of plans/drawings/etc. with this application makes such items public record, and the applicant understands that these items may be viewed by the general public. Unless the applicant expressly states otherwise in writing, submission of this application (with associated plans/drawings/etc.) will be considered consent by the applicant that the general public may view and/or reproduce (i.e., copy) such documents.

**ALL PARCELS/PROPERTIES MUST MATCH IN ACREAGE ALL OTHER DOCUMENTS SUBMITTED, WITH NO AMBIGUITY.**

STATE OF TEXAS                    }  
COUNTY OF COLLIN                }

BEFORE ME, a Notary Public, on this day personally appeared William Robinson the undersigned who, under oath, stated the following: "I hereby certify that I am the owner, or duly authorized agent of the owner, (proof attached) for the purposes of this application; that all information submitted herein is true and correct. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial."

William Robinson  
\*Owner / Agent (circle one)



SUBSCRIBED AND SWORN TO before me, this the 17 day of February, 2026

Notary Public in and for the State of Texas: Candace Socha

Official Use Only	Action Taken
Planning & Zoning: _____	Date: _____
City Council: _____	Date: _____
Applicant Made a Written Withdrawal: <u>Yes</u> or <u>No</u>	Date: _____

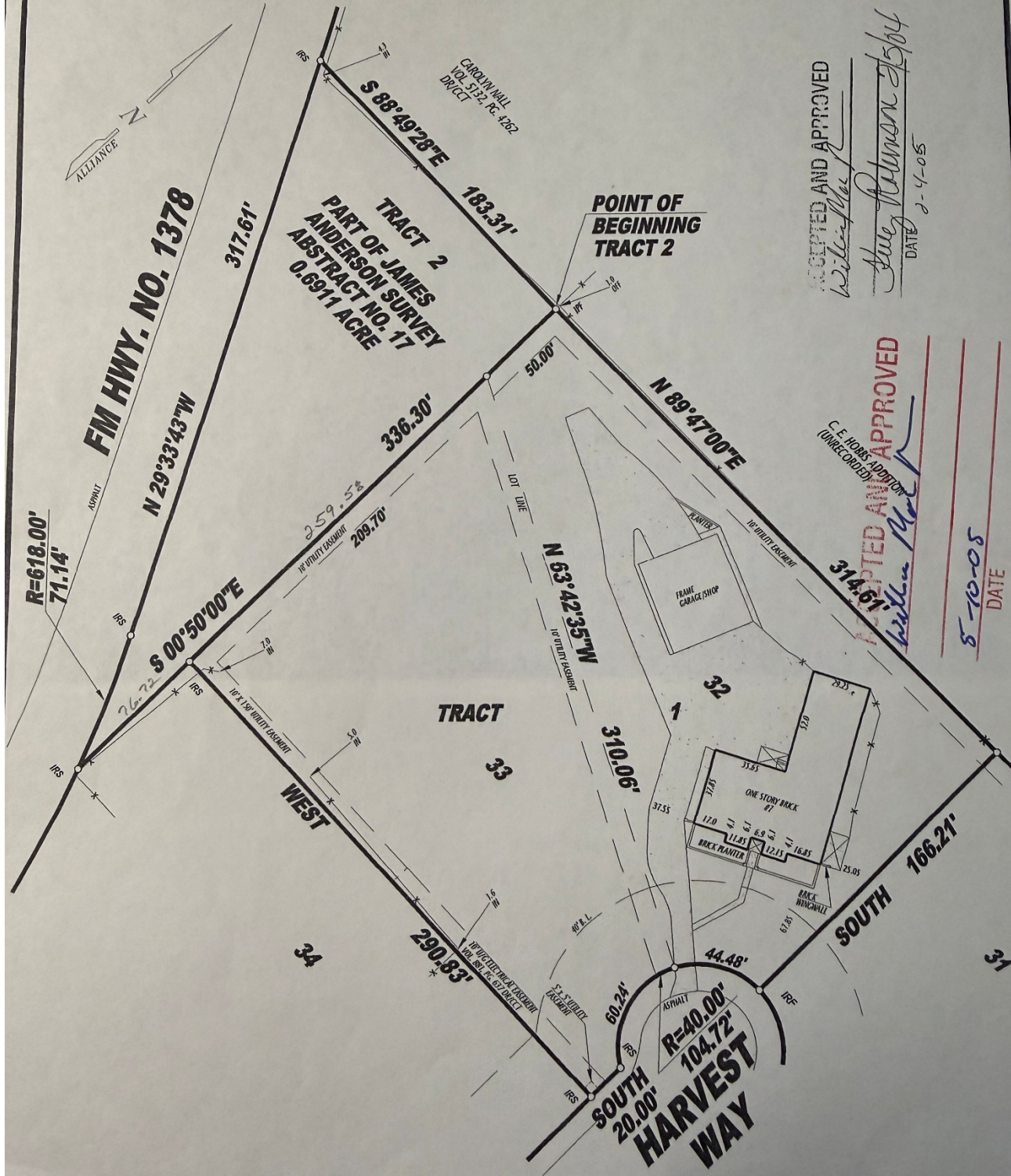
CITY OF LUCAS  
972.727.8999

REC#: 00463139    2/25/2026    10:55 AM  
OPER: CS    TERM: 022  
REF#: CHK# 2338

TRAN: 361.2000    REZONING  
ROBINSON REZONING - CB - MARK  
MARK ROBINSON  
ZONING REQUEST                    450.00CR

TENDERED:	450.00	CHECK
APPLIED:	450.00-	
CHANGE:	<hr/> 0.00	

Records of \_\_\_\_\_ County, Texas. And, According to Community-Panel No. 48085C - 0465 Rev. G  
of the FEDERAL EMERGENCY MANAGEMENT AGENCY Flood Hazard Boundary or Flood Insurance Rate Maps dated 1-19-98  
the subject property IS NOT located in a designated Zone A (Area of 100 Year Flood Plain)



ACCEPTED AND APPROVED  
*William H. [Signature]*

*Amy Robinson 2/5/04*  
DATE 2-4-05

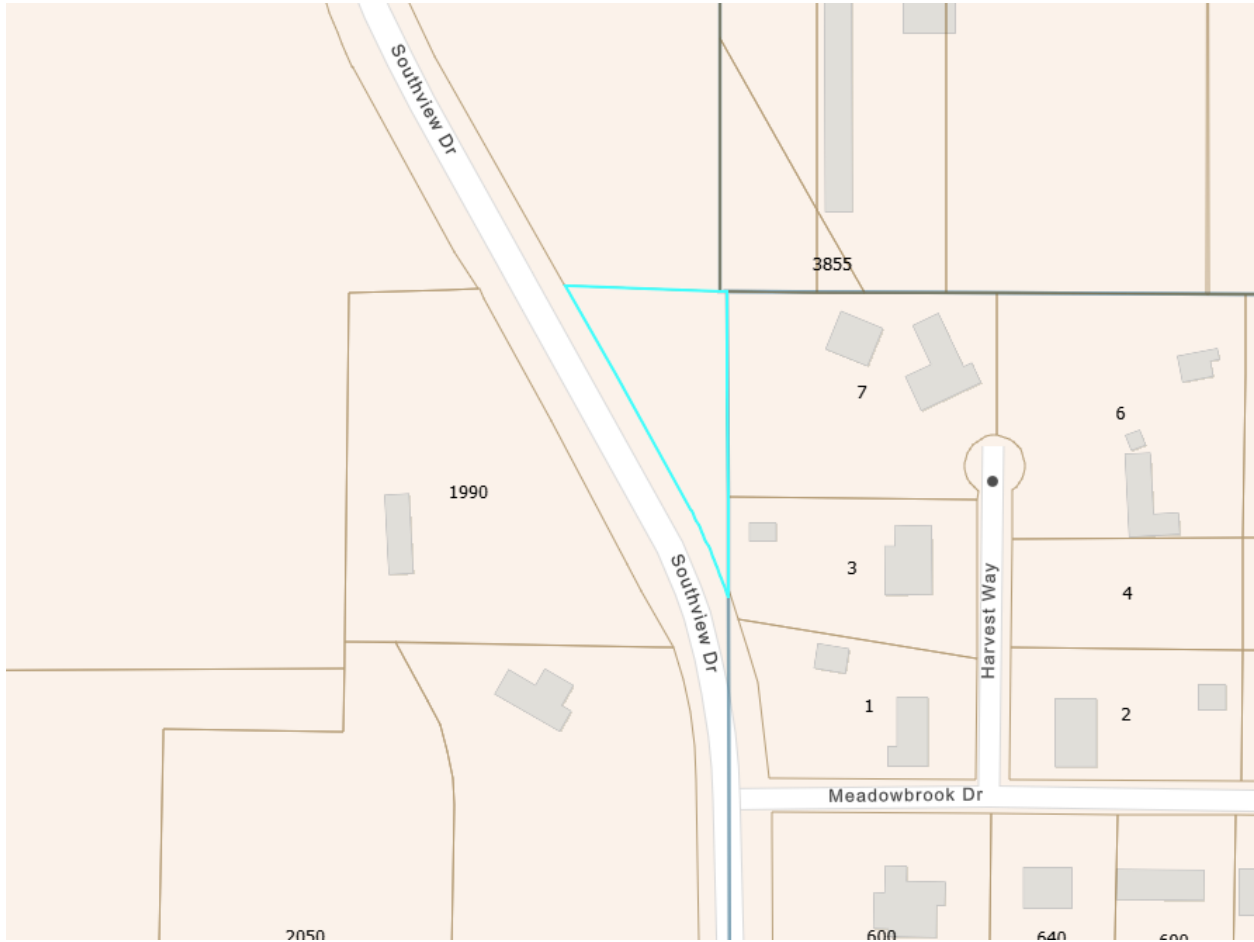
ACCEPTED AND APPROVED  
*William H. [Signature]*  
C.F. HOBS ADDITION  
(UNRECORDED)

5-10-05  
DATE

W. R. STARKEY MORTGAGE &  
To: COMMONWEALTH LAND TITLE

in connection with the transaction described in

# Location Map





**City of Lucas  
Planning and Zoning Commission  
Agenda Request  
March 12, 2026**

Requester: Joe Hilbourn, Development Services Director

**Agenda Item Request:**

---

Conduct a public hearing to consider a request by Lauren Nuffer with Kimley-Horn, on behalf of Wal-Mart Real Estate Business Trust, at 2662 W. Lucas Road, WAL-MART LUCAS ADDITION (CLU), BLK A, LOT 1R; Lucas, Texas, 75002; for a Specific Use Permit (SUP) and amended site plan to allow for a refueling station

- A. Presentation by Joe Hilbourn, Development Services Director
- B. Conduct public hearing
- C. Take action on public hearing item  
(Joe Hilbourn, Development Services Director)

**Background Information:**

---

The property is currently zoned as CB. The City of Lucas Code of Ordinances Chapter 14 “Zoning”, Article 14.043, titled “Districts,” Section 14.03.801 (e), titled “Schedule of uses chart.” Requires a specific use permit (SUP) within an area zoned as (CB) Commercial Business for a refueling station.

The property encompasses a total gross building area of 911,275 square feet on approximately 20.92 acres, resulting in a gross intensity of 0.19:1. Included in the SUP and amended site plan within the development is a 1,440-square-foot refueling station featuring six (6) fuel pumps. Based on zoning requirements, a total of 747 parking spaces are required for the development, and 750 parking spaces are provided, thereby exceeding the minimum parking requirement.

**Attachments/Supporting Documentation:**

---

- 1. Public Notice ~ Walmart - SUP Fuel Station
- 2. Amended Site Plan - WM 5672 Lucas, TX
- 3. Zoning Concept Plan
- 4. Zoning Packet Application
- 5. Statement of Intent - WM 5672 Lucas, TX
- 6. Walmart Location Map

**Budget/Financial Impact:**

---

N/A

**Recommendation:**

---

This request meets the cities requirements for a refueling station with an SUP.

**Motion:**

---

I make a motion to approve/deny the request Lauren Nuffer with Kimley-Horn, on behalf of Wal-Mart Real Estate Business Trust, at 2662 W. Lucas Road, WAL-MART LUCAS ADDITION (CLU), BLK A, LOT 1R; Lucas, Texas, 75002; for a Specific Use Permit (SUP) and amended site plan to allow for a refueling station.



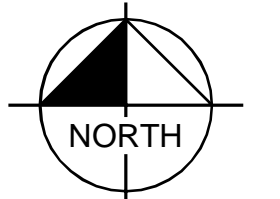
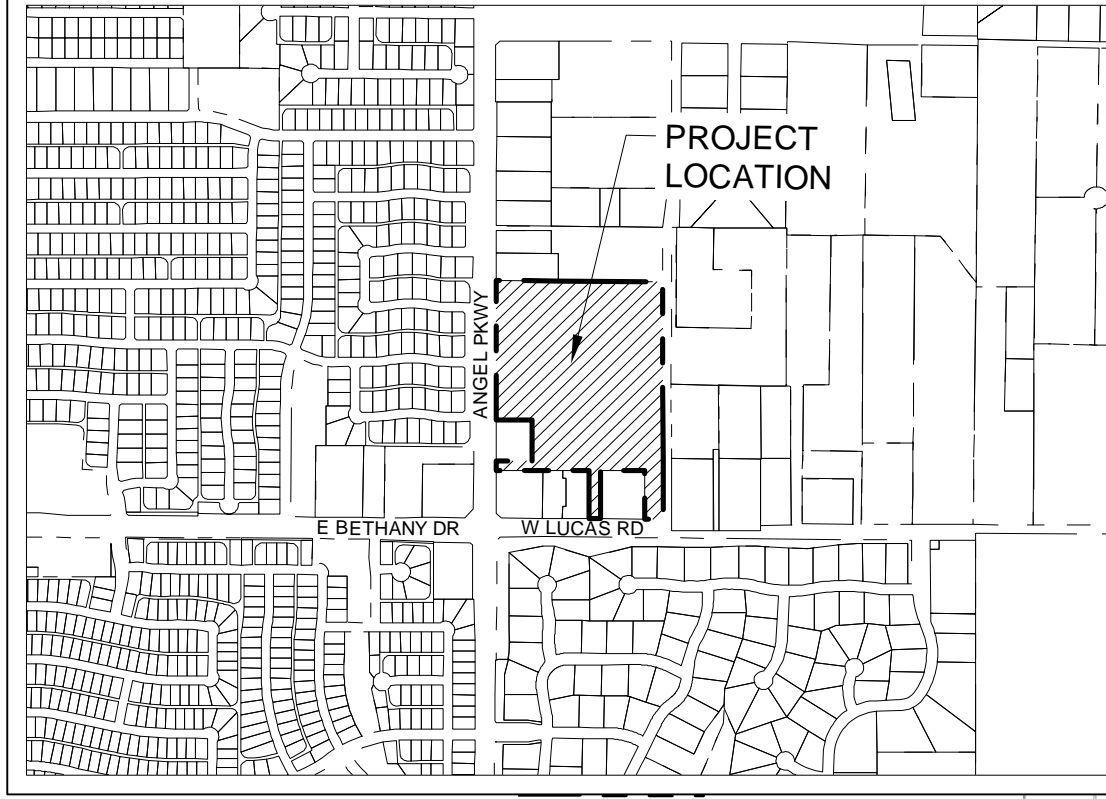
## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that the Planning & Zoning Commission of the City of Lucas, Texas will conduct a public hearing on Thursday, March 12, 2026 at 6:30 p.m. and City Council will conduct a second public hearing on Thursday, April 2, 2026 at 6:30 p.m. at Lucas City Hall, 665 Country Club, Lucas, Texas to consider a Specific Use Permit (SUP) application to permit a refueling station, more particularly described as follows:

**Lauren Nuffer with Kimley-Horn, on behalf of Wal-Mart Real Estate Business Trust, at 2662 W. Lucas Road, WAL-MART LUCAS ADDITION (CLU), BLK A, LOT 1R; Lucas, Texas, 75002 have submitted an application for an SUP, per City of Lucas Code of Ordinances, Chapter 14, titled "Zoning," Article 14.043, titled "Districts," Section 14.03.801 (e), titled "Schedule of uses chart." within an area zoned as (CB) Commercial Business.**

Those wishing to speak FOR or AGAINST the above item are invited to attend. If you are unable to attend and have comments you may send them to City of Lucas, Attention: City Secretary, 665 Country Club Road, Lucas, Texas 75002, email [tkimball@lucastexas.us](mailto:tkimball@lucastexas.us) and it will be presented at the Hearing. If you have any questions about the above hearing you may contact [jhilbourn@lucastexas.us](mailto:jhilbourn@lucastexas.us).

VICINITY MAP



LEGEND

- PROPERTY LINE
- EASEMENT
- BUILDING SETBACK

NOTES

- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
- DEVELOPMENT OF THE SITE TO BE IN ACCORDANCE WITH THE CITY OF LUCAS DEVELOPMENT STANDARDS



EX. WALMART  
FFE: 647.00  
BLDG SF: 184,446 SF

SITE DATA SUMMARY TABLE

GENERAL	
NAME OF PROJECT/DEVELOPMENT	WM #5672 FUEL STATION
PROPOSED USE	RETAIL SALES CONVENIENCE STORE WITH REFUELING STATION
EXISTING ZONING DISTRICT	C - COMMERCIAL
APPRAISAL DISTRICT PROPERTY ID	2907598
<b>OVERALL SITE</b>	
GROSS SITE AREA	911.275 SF / 20.92 AC
<b>BUILDING</b>	
TOTAL GROSS INTENSITY (FAR)	0.19 TO 1
TOTAL SQUARE FOOTAGE	184,446 SF 1,440 SF
<b>IMPROVEMENTS</b>	
NUMBER OF PUMPS	6 PUMPS
<b>PARKING</b>	
RETAIL SALES	696
TENANT SPACES	19
GARDEN CENTER	6
STORAGE / NON PUBLIC AREAS	20
ANCILLARY / NON PUBLIC AREAS	-
CONVENIENCE STORE WITH REFUELING STATION	6
TOTAL	747 750
<b>PARKING NOTES</b>	
1. RETAIL AREA PARKED AT 5 PER 1000 AND ALL OTHER AREAS AT 1 PER 1000	

**Kimley»Horn**  
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.  
13455 NOEL ROAD, SUITE 700, DALLAS, TX 75240  
PHONE: 972-770-1300  
WWW.KIMLEY-HORN.COM  
TEXAS REGISTERED ENGINEERING FIRM F-998

THIS SITE PLAN IS FOR CITY REVIEW ONLY TO ILLUSTRATE COMPLIANCE WITH ZONING AND DEVELOPMENT REGULATIONS. IT IS NOT INTENDED FOR CONSTRUCTION PURPOSES.

SCALE	AS SHOWN
DESIGNED BY	LHD
DRAWN BY	JRL
CHECKED BY	LAN

AMENDED SITE PLAN

Walmart STORE #5672-1015  
1,440 FUEL STATION  
CITY OF LUCAS, TEXAS



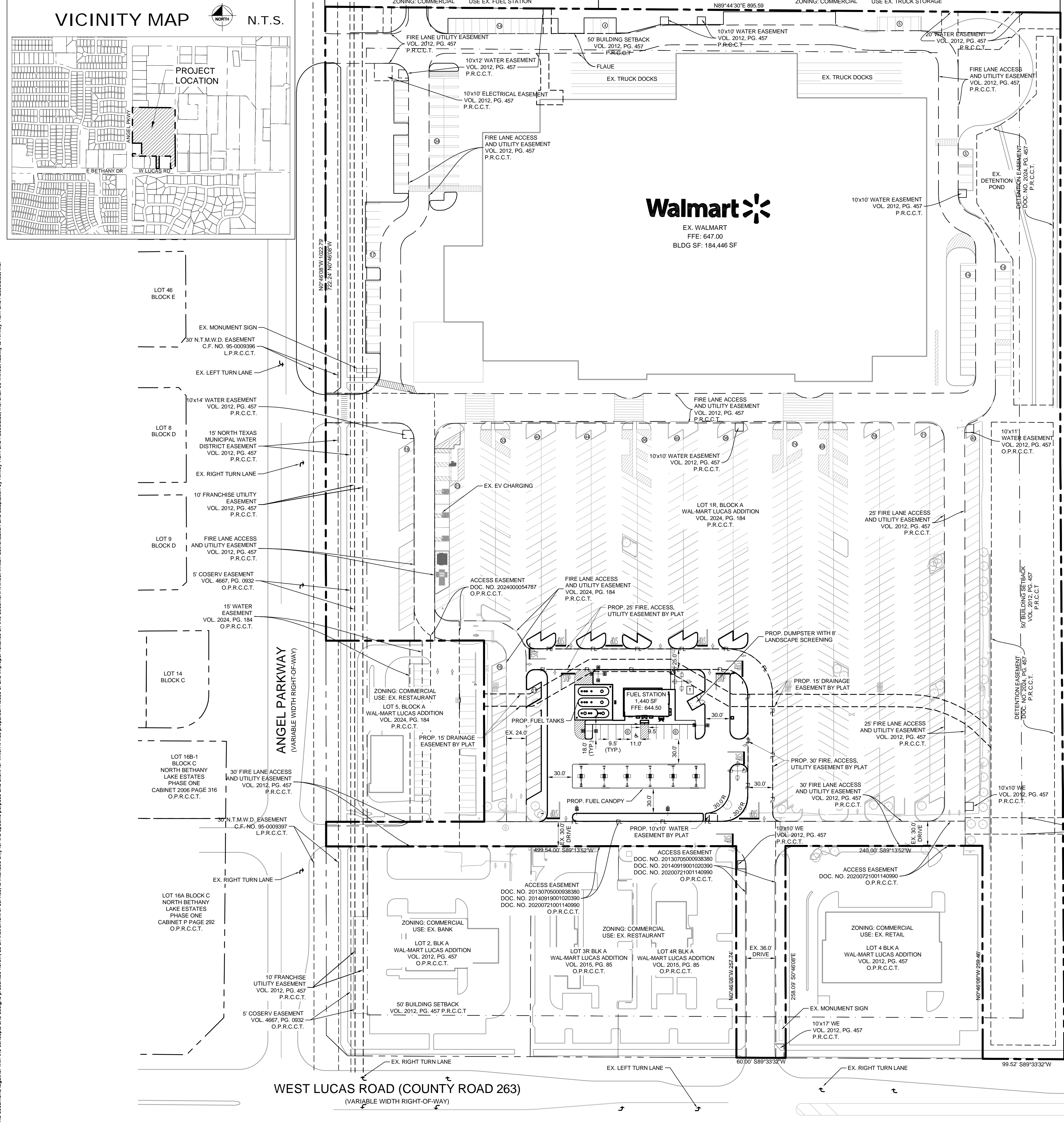
AMENDED SITE PLAN  
WALMART #5672 FUEL STATION

20.92 ACRES; 911,077 SQ. FT.  
CITY OF LUCAS, COLLIN COUNTY, TEXAS  
LOT 1R, BLOCK A  
WAL-MART LUCAS ADDITION

DATE: 02/10/2026  
PROJECT NO: 063363570  
SHEET NUMBER: 6022

ENGINEER / APPLICANT: KIMLEY-HORN AND ASSOCIATES, INC.  
OWNER: WAL-MART REAL ESTATE BUSINESS TRUST

This document, together with the concepts and designs presented herein, is an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



ATCHAYYA PARLUCHURI  
INST. NO. 20200203000147070  
O.P.R.C.C.T.

ZONING: AO AGRICULTURAL AND OPEN SPACE

TEXAS RANGERS RANCH LLC  
INST. NO. 20200121000144770  
O.P.R.C.C.T.

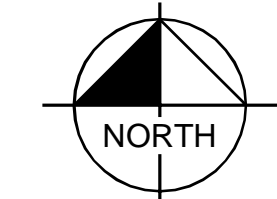
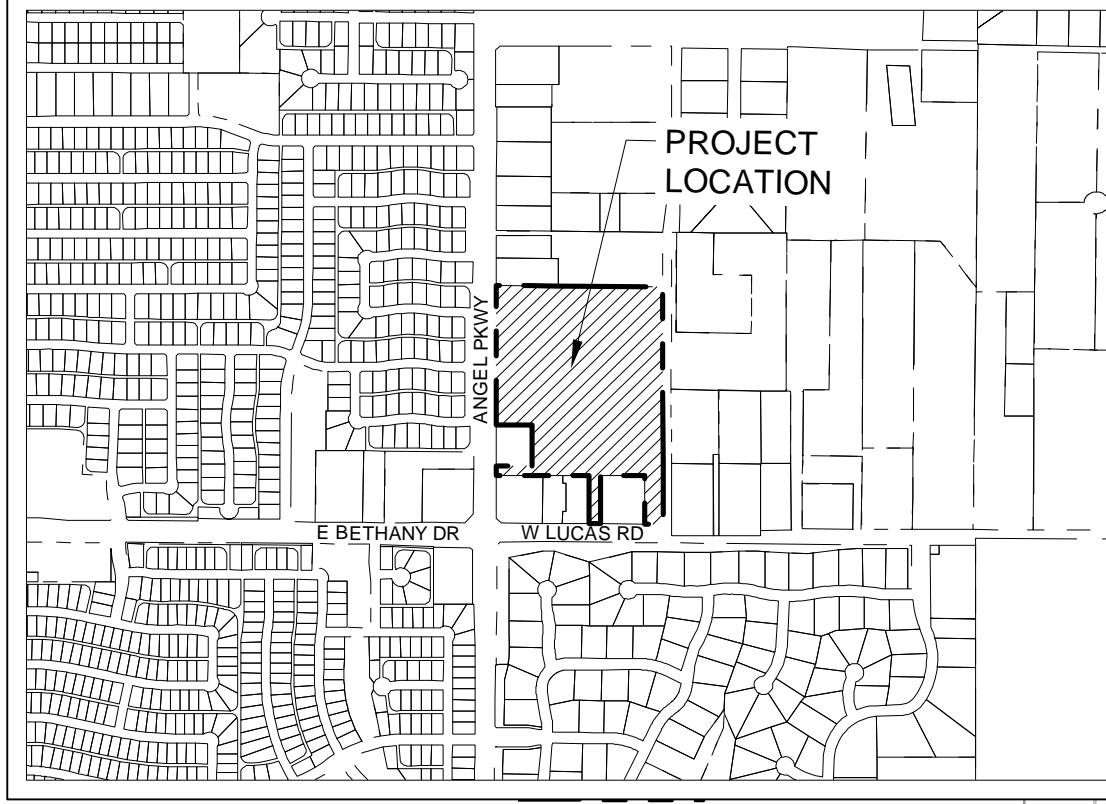
BILLY JAMES STRATTON  
INST. NO. 20120507000530690  
O.P.R.C.C.T.

ZONING: R2 SINGLE-FAMILY 2 ACRES

PATTI STRATTON  
MILTON FRIE  
VOL. 1745, PG. 556  
O.P.R.C.C.T.

VICINITY MAP

N.T.S.



GRAPHIC SCALE IN FEET  
0 30 60 120  
1" = 60' @ 24 x 36

LEGEND

- PROPERTY LINE
- - - EASEMENT
- - - BUILDING SETBACK

NOTES

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. DEVELOPMENT OF THE SITE TO BE IN ACCORDANCE WITH THE CITY OF LUCAS DEVELOPMENT STANDARDS

SITE DATA SUMMARY TABLE

GENERAL		
NAME OF PROJECT/DEVELOPMENT	WM #5672 FUEL STATION	
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EXISTING ZONING DISTRICT	C - COMMERCIAL	
APPRAISAL DISTRICT PROPERTY ID	2907598	
OVERALL SITE		
GROSS SITE AREA	911.275 SF / 20.92 AC	
BUILDING		
TOTAL GROSS INTENSITY (FAR)	0.19 TO 1	
TOTAL SQUARE FOOTAGE	184,446 SF	1,440 SF
IMPROVEMENTS		
NUMBER OF PUMPS	6 PUMPS	
PARKING		
	REQUIRED	PROVIDED
RETAIL SALES	696	-
TENANT SPACES	19	-
GARDEN CENTER	6	-
STORAGE / NON PUBLIC AREAS	20	-
ANCILLARY / NON PUBLIC AREAS	-	-
CONVENIENCE STORE WITH REFUELING STATION	6	-
TOTAL	747	750
PARKING NOTES		
1. RETAIL AREA PARKED AT 5 PER 1000 AND ALL OTHER AREAS AT 1 PER 1000		

SCALE: AS SHOWN  
DESIGNED BY: LHD  
DRAWN BY: JRL  
CHECKED BY: LAN

**Kimley»Horn**  
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.  
13455 NOEL ROAD, SUITE 700, DALLAS, TX 75240  
PHONE: 972-770-1300  
WWW.KIMLEY-HORN.COM  
TEXAS REGISTERED ENGINEERING FIRM 1-598

THIS CONCEPT PLAN IS FOR CITY REVIEW ONLY TO ILLUSTRATE COMPLIANCE WITH ZONING AND DEVELOPMENT REGULATIONS. IT IS NOT INTENDED FOR CONSTRUCTION PURPOSES.

ZONING CONCEPT PLAN - EXHIBIT B

Walmart STORE #5672-1015  
1,440 FUEL STATION  
CITY OF LUCAS, TEXAS

PLANS REVISION LOG

NO.	DESCRIPTION	DATE

ZONING CONCEPT PLAN - EXHIBIT B  
WALMART #5672 FUEL STATION

20.92 ACRES; 911,077 SQ. FT.  
CITY OF LUCAS, COLLIN COUNTY, TEXAS  
LOT 1R, BLOCK A  
WAL-MART LUCAS ADDITION

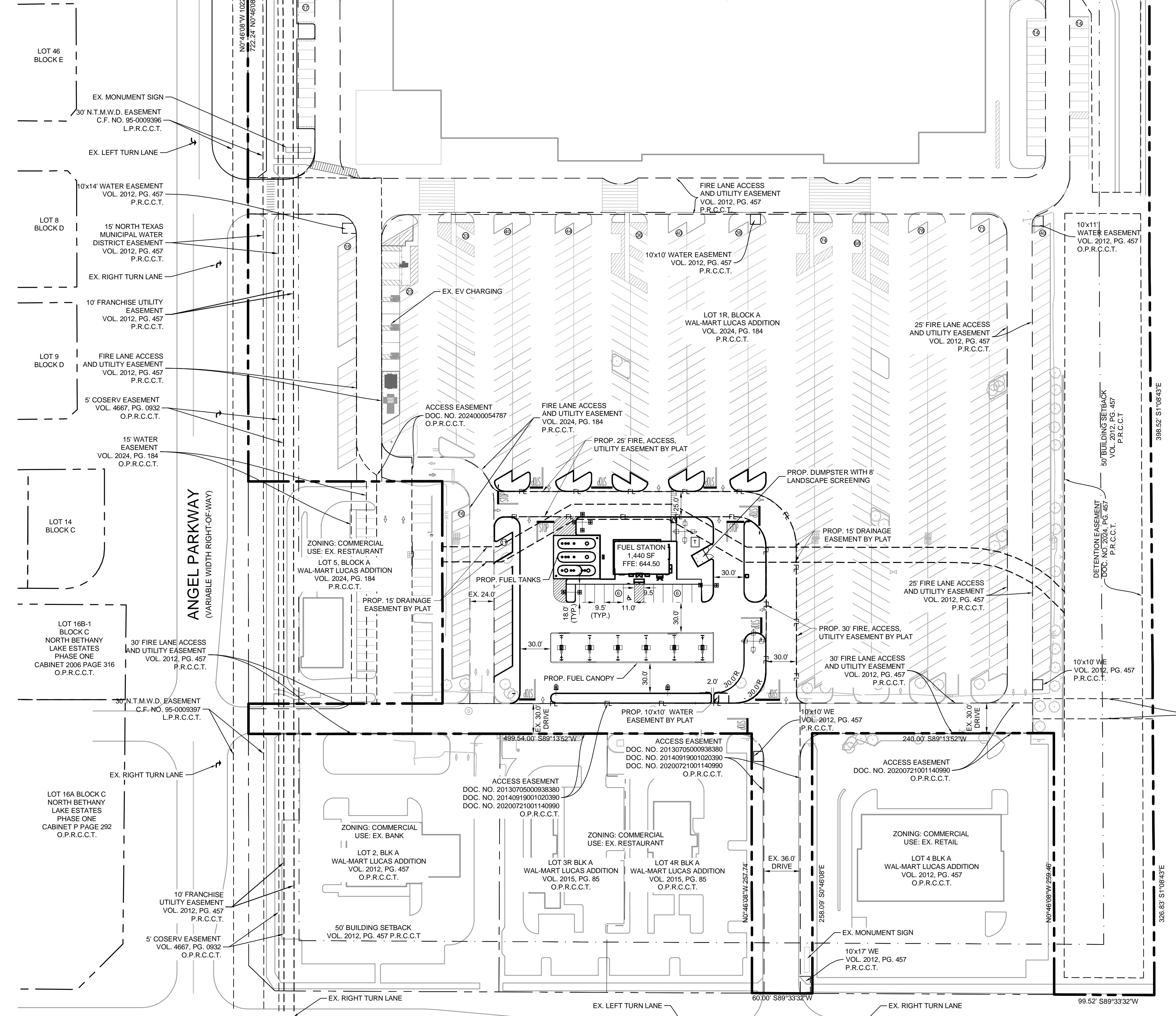
**ENGINEER / APPLICANT**  
KIMLEY-HORN AND ASSOCIATES, INC.  
13455 NOEL ROAD, SUITE 700  
DALLAS, TX 75240  
PHONE: (214) 387-3847  
CONTACT: LAUREN NUFFER, P.E.

**OWNER**  
WAL-MART REAL ESTATE BUSINESS TRUST  
2618 SE J STREET  
BENTONVILLE, AR 72712  
CONTACT: FRANK ROJAS  
EMAIL: FRANK.ROJAS@WALMART.COM

**ARCHITECT**  
LOREN MCALLISTER  
BRAND/OPS/BUILD-RIGHT  
7007 DISCOVERY BLVD., DUBLIN, OH 43017  
PHONE: (614) 634-7114  
EMAIL: LOREN.MCALLISTER@WDPARTNERS.COM

**SURVEYOR**  
KIMLEY-HORN AND ASSOCIATES, INC.  
400 N. OKALHOMA DR., SUITE 105,  
GELINA, TX 75209  
PHONE: (972) 703-9663  
CONTACT: MICHAEL SWAYNE, RPLS

**Walmart**  
EX. WALMART  
FFE: 647.00  
BLDG SF: 184,446 SF



WEST LUCAS ROAD (COUNTY ROAD 263)  
(VARIABLE WIDTH RIGHT-OF-WAY)

This document, together with the concepts and designs presented herein, is an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

# CITY OF LUCAS

## Zoning Guidelines and Application



665 Country Club Road  
Lucas, Texas 75002

Office 972-912-1206  
[www.lucastexas.us](http://www.lucastexas.us)



## ZONING SUBMISSION REQUIREMENTS

The City is concerned about the time, expense and efforts you and City staff have or will put into your project. The checklists herein are provided to expedite the project review process, and to provide a clear understanding of what will be required, what will be expected, and what will be evaluated. City staff is bound by City Ordinance and State law regarding publishing of notices, mail-outs, etc. that will have an effect upon when your project will be heard by the approval body, which can only occur when the Zoning Application and plans are complete in all detail as determined by City staff.

Please read each checklist carefully. They are to be complete for all projects prior to acknowledgement by the City that the respective plan is accepted to proceed for approval. Instructions for completion are included with each checklist. Development regulations may be reviewed on the City's web site [www.lucastexas.us](http://www.lucastexas.us).

It is recognized that there most often will be changes needed from what is initially submitted to the City for review. City staff conscientiously examines each item on a checklist to see if the item was sufficiently addressed according to City requirements. Where deficiencies are found, the plans will be marked and returned to the applicant named on the application to be addressed prior to further review or acceptance.



## ZONING SUBMISSION REQUIREMENTS

### **1<sup>st</sup> or initial submittal**

- ✓ • 2 (two) - 24" x 36" folded to approximately 8" x 12" copies of each plan
- ✓ • An electronic copy of required plat and/or exhibits in pdf format.
- ✓ • 6 (six) - 11" x 17" hardcopy reductions
- ✓ • Completed checklist
- ✓ • Completed application
- ✓ • A letter requesting any variance or exception, or why an issue was not addressed
- ✓ • An 8 ½" x 11" hardcopy reduction of the Plat
  - A fee as required

### **2<sup>nd</sup> and 3<sup>rd</sup> submittals to address requirements**

- Highlight questions asked by Design Review Committee (DRC) committee in bold.
  - Provide response/correction directly below DRC question.
- 2 (two) - 24"x 36" folded (approximately 8" x 12") copies with required corrections
- An electronic copy of the corrected plat and/or exhibits in pdf format.
- 6 (six) - 11" x 17" hard copy reductions with required corrections

### **4<sup>th</sup> and subsequent submittal(s)**

- 2 (two) - 24" x 36" folded (approximately 8" x 12") copies with required corrections.
- A fee equal to the original submission fee

### **When staff has determined the application is complete and accepted for final approval**

- 30 (thirty) - 24" x 36" folded copies of Zoning Concept Plan and any/all other required Plan Exhibits
- 4 (four) - 11" x 17" Z folded copies.
- An electronic copy (8 1/2 x 11 size) in pdf format.
- Labels of an appropriate size for mailing, with current property owner(s) name and address, of any property located within 500' of all property lines.
- A copy of the affected parcels on a CollinCad generated map.
- Any changes made after Planning & Zoning review and before City Council review will require:
  - 15 (fifteen) - 24" x 36" copies of each Plan, folded to approximately 8" x 12"
  - 4 (four) - 11" x 17" or "12 x 18" reductions of each plan tri- or Z-folded.
  - An electronic copy of all plans in pdf format



# Zoning Exhibit Checklist

## Minimum Requirements

**Project Name:** WALMART #5672 - LUCAS, TX - FUEL

**Preparer:** Kimley-Horn - Lauren Nuffer P.E.

This checklist is provided to assist you in addressing the minimum requirements for a zoning or rezoning submission. An application is incomplete unless all applicable information noted below is submitted to the Development Services Department. Indicate that all information is included on the submitted plans by initialing the box next to the required information. Initialing each item certifies to the City that you have completely and accurately addressed the issue. Return this form at the time of application submittal.

A zoning/rezoning request and associated plans are expected to be submitted complete and accurate in all detail as shown by the checklist. Should plans be determined to be incomplete, they may either be returned to the applicant without further review or marked up with needed changes, depending on the amount/magnitude of changes or corrections needed.

**N/A For Zoning or Rezoning to a Straight Zoning District**

Location/vicinity map showing the location of the proposed zoning with cross streets is included. Indicate scale or not to scale (NTS) and provide north arrow.

Abstract lines, survey lines, county lines, corporate boundaries are correctly shown and clearly labeled.

Statement of purpose and intent of the zoning or rezoning that includes:

- Land Use(s) proposed
- Existing and proposed zoning
- Impact of uses(s) on the transportation system. NOTE: The City will determine if a Traffic Impact Analysis (TIA) is required.
- Impact of the use(s) on water and wastewater utilities (e.g. provide statement as to general availability).
- Impact on land use(s) adjacent to the rezoning request.
- Conformance to the Comprehensive Plan.
- Other information as required by City staff, Planning & Zoning Commission, and/or City Council
- If a residential use, the density of the proposal and density of adjacent residential use(s).

Adjacent zoning and existing land use(s) within 500 feet is indicated.

Adjacent driveways, streets, roads and other thoroughfares within 500 feet of the property are shown and labeled.

A note stating that development of the site will be in accordance with City of Lucas development standards.

Provide an electronic file (pdf) of Legal Description/Metes & Bounds Description with labeling at top of document.

Mailing labels of an appropriate size for mailing, with current property owner(s) name and address, of any property located within 500 feet of all property lines of subject property.



# Zoning Exhibit Checklist

## Minimum Requirements (continued)

### For **Special Use Permit (SUP) Requests, Conditional Use Permit (CUP) Requests and Planned Development / Zoning District Requests or Amendments**

- ✓ Zoning boundary is indicated by a heavy solid line, intermittent with 2 dash lines; dimensioned with bearing(s) and distance(s).
- ✓ A title block in the lower right corner that includes large, boldly printed “ZONING CONCEPT PLAN - EXHIBIT B”, owner and engineer(s), architect(s), and/or surveyor(s) names, addresses and phone numbers, project name, total acreage, survey name and abstract number (Addition Name & Lot and Block info if platted property), Collin County, submission date, and a log of submittal/revision dates since submitted to the City. A note shall be affixed to the Zoning Concept Plan as follows:
 

“This Concept Plan is for illustrative purposes only and subject to change. This Concept Plan, along with development regulations (for Planned Development requests), are intended to describe the intent of the Planned Development. Significant deviations from this Concept Plan, as determined by the Development Services Director, will require an amendment to the Concept Plan and, as necessary, the development regulations.”
- ✓ Location/vicinity map showing the location of the proposed zoning request/change with cross streets is included.
- ✓ Indicate scale or not to scale (NTS) and provide north arrow.
- ✓ Written and bar graph scale, and north arrow are indicated. North shall be oriented to the top or left side of the sheet.
- ✓ Abstract lines, survey lines, corporate boundaries are correctly shown and clearly labeled.
- \_\_\_\_ Statement of purpose and intent of the rezoning that includes:
  - ✓○ Land use(s) proposed
  - ✓○ Existing and proposed zoning and land use
  - ✓○ Impact of uses(s) on the transportation system.
  - NOTE: The City will determine if a Traffic Impact Analysis (TIA) is required.
  - ✓○ Impact of the use(s) on water and wastewater utilities (e.g. provide statement as to general availability).
  - ✓○ Impact on land use(s) adjacent to the rezoning request.
  - ✓○ Conformance to the Comprehensive Plan.
  - ✓○ Other information as required by City staff, Planning & Zoning Commission, and/or City Council
- ✓ Adjacent zoning and existing land use(s) within 500 feet is indicated.
- \_\_\_\_ Adjacent driveways, streets, roads and other thoroughfares within 500 feet of the project are shown.
- \_\_\_\_ Concept Plan that includes the following:
  - ✓○ Land use(s) proposed (building footprint(s) are to be graphically shown).
  - Thoroughfares as depicted on the Master Thoroughfare Plan (MTP) within and adjacent to the site are accurately located, named and dimensioned. Existing is to be shown as a light, solid line; proposed shown as a medium weight solid line.
  - ✓○ Medians, left-turn lanes, median openings, curb cuts, acceleration/deceleration lanes within 200 feet of the property are accurately located, labeled, and dimensioned. Existing is to be shown as a light, solid line; proposed shown as a medium weight solid line.
  - ✓○ If a structure is proposed, or proposed to remain, a minimum and maximum square footage (if no definitive/specific user(s) are identified at this time) is indicated for the structure(s).
  - ✓○ If a structure is proposed, or proposed to remain, the use, approximate location, and square footage of each building is provided.
  - N/A ○ If a residential use, the density of the proposal and density of adjacent residential use(s).
  - Project phasing lines.
  - Other pertinent data as may be required by City staff, Planning and Zoning Commission, and/or City Council.
  - N/A ○ Location of present, future or proposed public dedication of parks, open space, etc.
- \_\_\_\_ Mailing labels of an appropriate size for mailing, with current property owner(s) name and address, of any property located within 500 feet of all property lines of subject property.



# Zoning Exhibit Checklist

## Minimum Requirements (continued)

**Special Use Permit (SUP)** and **Conditional Use Permit (CUP)** requests shall also include the following items in table format on the Zoning Concept Plan (Exhibit “B”) and those specified in items 1 thru 10 above as applicable:

- Existing/proposed Lot Number(s)
- Lot area specified in square feet and acreage
- Building square footage (Indication of Minimum and Maximum suggested if no definitive/specific user(s) identified at this time)
- Proposed use for each proposed building by category of use (e.g. retail, medical office, restaurant with or without drive-thru, convenience store, bank with drive-thru, church, etc.)
- Parking count required and specified per use(s) with required ratio indicated

N/A **Planned Development (PD)** Zoning District requests shall also include Development Regulations (labeled/titled Exhibit “C”) with the following:

- Hard copy (8 ½” X 11”) and pdf file on disk is provided.
- List of proposed land uses
- Proposed use(s) for each building (non-residential and mixed-use development) by category of use (e.g. retail, professional office, medical office, church, restaurant, bank with drive through, etc.)
- Maximum square footage of each building (non-residential uses)
- Minimum lot area (residential uses)
- Minimum lot width (residential uses)
- Minimum lot depth (residential uses)
- Heights and stories
- Maximum lot coverage percentage
- Maximum lot count (residential uses)
- Minimum house size square footage excluding garages and breezeways
- Fencing requirements indicated
- Garage type(s) indicated (e.g. front entry, rear entry alley served, “J”-hook, etc.)
- Accessory Building regulations
- Subdivision Ordinance waiver/modification requests are specifically listed.
- Parking count required specified per use(s) with required ratio indicated
- Parking count provided
- Statement is provided indicating that all current development requirements of the City as amended shall be met unless approved otherwise within these Planned Development Zoning District Development Regulations.
- Hard copy (8 ½” X 11”) and electronic file (pdf) of Legal Description/Metes & Bounds Description with labeling at top of document indicating Exhibit “A” is provided.
- Mailing labels of an appropriate size for mailing, with current property owner(s) name and address, of any property located within 500 feet of all property lines.

NOTE: DEVIATIONS FROM CURRENT DEVELOPMENT STANDARDS/REGULATIONS NOT SPECIFICALLY ADDRESSED/LISTED FOR APPROVAL AS PART OF PLANNED DEVELOPMENT REGULATIONS MAY REQUIRE A HEARING/APPROVAL BY THE BOARD OF ADJUSTMENT (BOA).



# ZONING APPLICATION

## City of Lucas, Texas

Name of Project: WALMART #5672 - LUCAS, TX- FUEL

	Application Fee
<u>    </u> Initial Zoning (newly annexed or agricultural property) per classification	\$450.00
<u>    </u> Rezoning (property currently zoned) per classification	\$450.00
<input checked="" type="checkbox"/> Specific Use Permit (SUP) - see Zoning Ordinance for special requirements and procedures	\$450.00

Physical Location of Property: 2662 W LUCAS ROAD, LUCAS, TX 75002

*[Address and General Location – approximate distance to nearest existing street corner]*

Brief Legal Description of Property (must also attach accurate metes and bounds description):

WAL-MART LUCAS ADDITION, BLOCK A, LOT 1R

*[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]*

Collin County Appraisal District Short Account Number: 2907598

Acreage: 20.92 Existing Zoning: C Requested Zoning: No Change- SUP

*[Attach a detailed description of requested zoning]*

OWNER(S) NAME: WAL-MART REAL ESTATE BUSINESS TRUST Phone Number: (479) 721-4527

Applicant / Contact Person: FRANK ROJAS Title: SR MANAGER

Company Name: WALMART

Mailing Address: 814 RESPECT DRIVE City: BENTONVILLE State: AR ZIP: 72716

Phone: ((479) 721-4527) Fax: ( ) Email Address: Frank.rojas@walmart.com

ENGINEER(S) / REPRESENTATIVE(S) NAME: LAUREN NUFFER, P.E.

Contact Person: LAUREN NUFFER, P.E. Title: PROJECT MANAGER

Company Name: KIMLEY-HORN

Mailing Address: 13455 NOEL ROAD, SUITE 700 City: DALLAS State: TX ZIP: 75240

Phone: (214) 387 - 3847 Fax: ( ) Email Address: LAUREN.NUFFER@KIMLEY-HORN.COM



# ZONING APPLICATION (continued)

Name of Project: WALMART #5672 - LUCAS, TX

**\*\*READ BEFORE SIGNING BELOW:** If there should be more than one property owner, complete a separate sheet with the same wording as below. The City requires all original signatures. If applicant is other than the property owner a "Power of Attorney" with original, notarized signatures is required. (Notaries are available upon submittal.)

**SUBMITTAL DEADLINE: 30 DAYS PRIOR TO P&Z PUBLIC HEARING DATE.** All zoning applications must be advertised in the newspaper, and notices must be mailed to all property owners within 500 feet of the subject property. Please contact City staff in advance for submittal deadlines.

**ALL APPLICATIONS MUST BE COMPLETE, ACCOMPANIED BY THE APPLICABLE CHECKLIST AND TAX CERTIFICATE SHOWING TAXES PAID, BEFORE THEY WILL BE SCHEDULED FOR P&Z AGENDA.** It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements (in the Zoning & Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists that may be required from City staff), including the number of plans to be submitted, application fees, etc. Please contact City staff in advance for submittal requirements. [Drawings will not be returned to applicant.]

**SUBMISSIONS.** Failure to submit all materials to the City with this application will result in delays scheduling the agenda date.

**NOTICE OF PUBLIC RECORDS.** The submission of plans/drawings/etc. with this application makes such items public record, and the applicant understands that these items may be viewed by the general public. Unless the applicant expressly states otherwise in writing, submission of this application (with associated plans/drawings/etc.) will be considered consent by the applicant that the general public may view and/or reproduce (i.e., copy) such documents.

**ALL PARCELS/PROPERTIES MUST MATCH IN ACREAGE ALL OTHER DOCUMENTS SUBMITTED, WITH NO AMBIGUITY.**

STATE OF TEXAS                    }  
COUNTY OF COLLIN            }

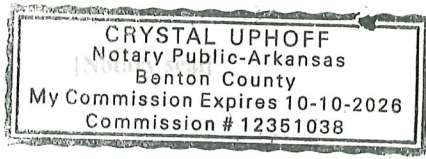
BEFORE ME, a Notary Public, on this day personally appeared Frank Rojas the undersigned who, under oath, stated the following: "I hereby certify that I am the owner, or duly authorized agent of the owner, (proof attached) for the purposes of this application; that all information submitted herein is true and correct. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial."

[Signature]

**\*\*Owner / Agent (circle one)**

SUBSCRIBED AND SWORN TO before me, this the 4 day of Feb, 2020

Notary Public in and for the State of Arkansas Crystal Uphoff



Official Use Only	Action Taken
Planning & Zoning: _____	Date: _____
City Council: _____	Date: _____
Applicant Made a Written Withdrawal: <b>Yes or No</b>	Date: _____



February 9, 2026

Mr. Joe Hilbourn  
City of Lucas, TX  
Planning & Zoning Commission  
665 Country Club Road  
Lucas, Texas 75002

**RE: *Lot 1R, Block A of Wal-Mart Lucas Addition  
Specific Use Permit  
Statement of Intent***

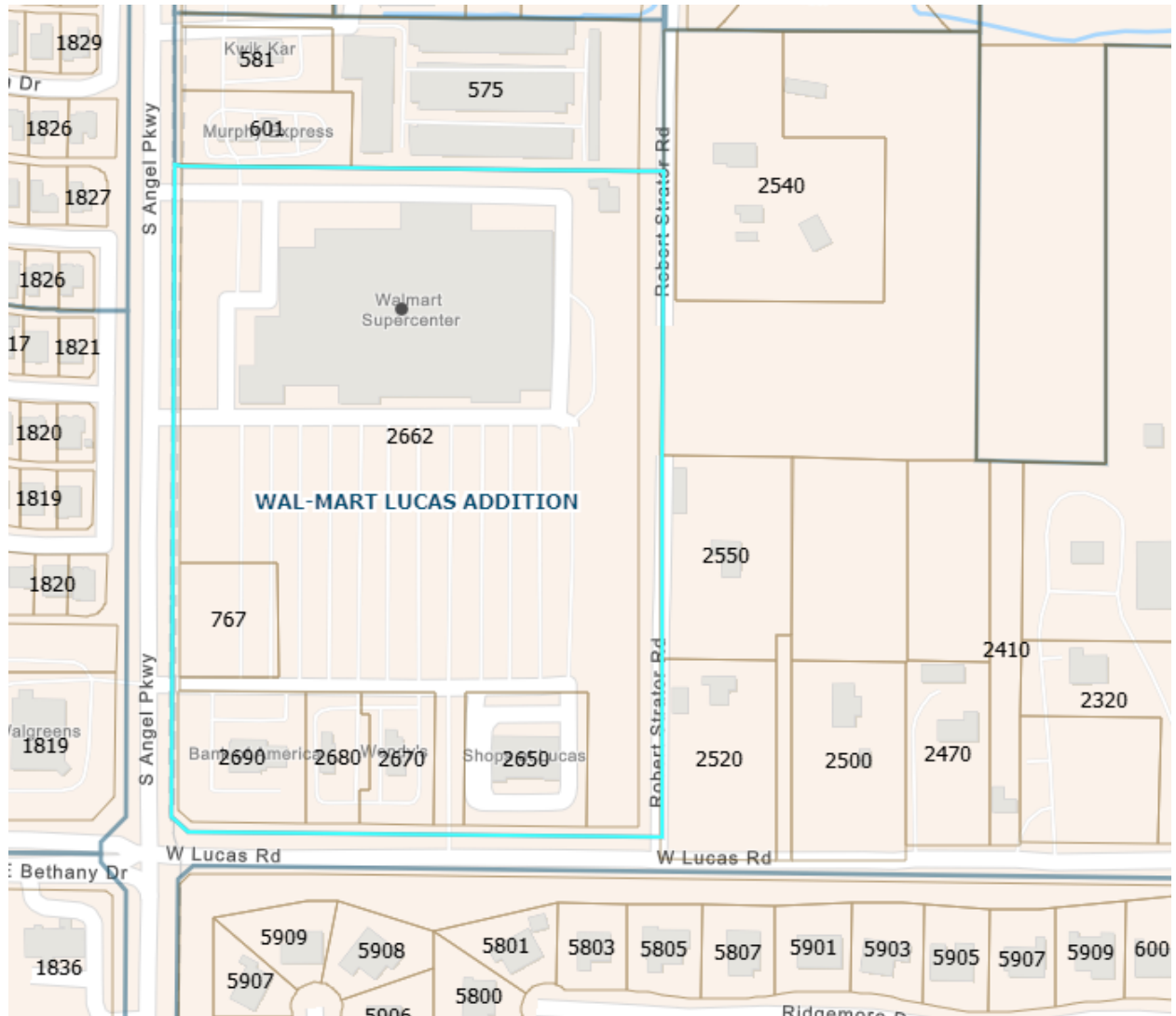
Dear Mr. Hilbourn:

Kimley-Horn respectfully submits this letter of intent for a formal review of the submitted Specific Use Permit. The property owner is proposing a 6-pump fuel station with 1,440 square foot convenience store within the existing 20.92-acre Walmart property. The subject property is currently zoned C-Commercial, and a Specific Use Permit is required for the fuel station. The proposed development is internal to the Walmart property and will be accessed by existing access drives on West Lucas Blvd and Angel Road. The fuel station will be served by existing water, sewer, and storm drainage located on the Walmart property. The subject property is currently developed with retail uses, and adjacent properties to the north and south include retail, restaurant, fuel station, and storage uses. To the east of the site, bordering the existing detention pond, there are residential properties. This convenience store with fuel station will provide services to nearby residents.

Thank you for your consideration.

Lauren Nuffer, P.E.  
Kimley-Horn and Associates, Inc.

# Location Map





**City of Lucas  
Planning and Zoning Commission  
Agenda Request  
March 12, 2026**

Requester: Joe Hilbourn, Development Services Director

**Agenda Item Request:**

---

Consider approving a request by Doug Mousel on behalf of LandPlan Rogers, LP for the Covenants, Conditions, and Restrictions (CC&R) for Wildflower Estates, an addition to the City of Lucas being all of a 39.7-acre tract of land located in the Hearne Survey, Abstract 426, Turner Survey, Abstract 901, and Gray Survey, Abstract 349, otherwise known as the southeast corner of Lewis Lane and Shepherds Creek.

**Background Information:**

---

The CC&Rs have been reviewed and approved by the City of Lucas attorney.

**Attachments/Supporting Documentation:**

---

1. Wildflower Estates CCRs FINAL

**Budget/Financial Impact:**

---

N/A

**Recommendation:**

---

The proposed final plat for Wildflower Estates meets all the city's requirements for approval.

**Motion:**

---

I make a motion to approve/deny a request by Doug Mousel on behalf of LandPlan Rogers, LP for the Covenants, Conditions, and Restrictions (CC&R) for Wildflower Estates, an addition to the City of Lucas being all of a 39.7-acre tract of land located in the Hearne Survey, Abstract 426, Turner Survey, Abstract 901, and Gray Survey, Abstract 349.

**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
WILDFLOWER ESTATES**

**Riddle & Williams, P.C.  
3811 Turtle Creek Blvd., Suite 500  
Dallas, Texas 75219**

**ALL RIGHTS RESERVED<sup>©</sup>**

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**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
WILDFLOWER ESTATES**

STATE OF TEXAS           §  
  §           **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF COLLIN       §

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILDFLOWER ESTATES** (this "**Declaration**") is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by **LANDPLAN ROGERS, LP**, a Texas limited partnership (hereinafter referred to as "**Declarant**").

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of the real property described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Property**"). Declarant intends by this Declaration to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Property. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Property, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Property as is now subjected to this Declaration.

**NOW, THEREFORE**, the Declarant hereby declares that the real property described in **Exhibit "A"** to this Declaration shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration. This Declaration shall be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I  
DEFINITIONS**

The terms in this Declaration and the exhibits to this Declaration shall generally be given their ordinary, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

Section 1.1    "**ARB**" shall mean the Architectural Review Board established for the purposes described in Article X.

Section 1.2    "**Assessment**" shall refer to any charge levied against a Lot or Owner by the Association, pursuant to the Governing Documents or by law, including but not limited to Base

Assessments, Special Assessments, Specific Assessments, Acquisition Assessments, Resale Assessments, and special transfer assessments and any charges related to the collection thereof, including, interest, late charges, collection costs, attorney's fees and costs, all as defined in Article IX of this Declaration.

Section 1.3 "**Association**" shall refer to Wildflower Estates Homeowners Association, Inc., a Texas non-profit corporation, its successors or assigns, the members of which shall be the Owners of Lots during the period of their respective ownerships, and the heirs, successors and assigns of such Owners. Any lapse in the corporate charter shall result in the Association operating as an unincorporated nonprofit association pursuant to the Texas Business Organizations Code, Chapter 252.

Section 1.4 "**Base Assessment**" shall refer to assessments levied on all Lots subject to assessment under Article IX to fund Common Expenses for the general benefit of all Lots.

Section 1.5 "**Board of Directors**" or "**Board**" shall be the body responsible for administration of the Association, selected as provided in the Governing Documents and generally serving the same role as the board of directors under Texas corporate law.

Section 1.6 "**Builder**" shall mean any Person which purchases, or contracts to purchase, one or more Lots within the Property from the Declarant or from a Builder for the purpose of constructing a Residence thereon for resale to consumers or under contract to an Owner other than Declarant, or who purchases, or contracts to purchase, one or more parcels of land within the Property for further development or resale in the ordinary course of such Person's business. As used herein, Builder does not refer to Declarant or to a home builder or home marketing company that is an affiliate of Declarant.

Section 1.7 "**Bylaws**" shall refer to the Bylaws of Wildflower Estates Homeowners Association, Inc. attached hereto as **Exhibit "B"** and incorporated by reference, as they may be amended from time to time.

Section 1.8 "**Certificate of Formation**" or "**Certificate**" shall refer to the Certificate of Formation of Wildflower Estates Homeowners Association, Inc., attached hereto as **Exhibit "C"** and incorporated by reference, as filed with the Secretary of State of the State of Texas.

Section 1.9 "**Certificate of Occupancy**" shall refer to a certificate or other similar document issued by the City, or other applicable governmental authority certifying or authorizing a Residence for occupancy by a single family.

Section 1.10 "**City**" shall refer to the City of Lucas, Texas.

Section 1.11 "**Class 'B' Control Period**" shall refer to the period of time during which the Class "B" Member is entitled to appoint, remove and replace a majority of the members of the Board. The Class "B" Control Period shall expire upon the first to occur of the following:

- (a) 90 days after the date that the last of all eight (8) Lots has been conveyed to a

Class "A" Member other than a Builder and has been issued a Certificate of Occupancy for the Residence on such Lot;

(b) December 31, 2030; or

(c) when, in its discretion, the Class "B" Member so determines.

Section 1.12 "**Common Area**" shall mean all real and personal property, including easements, which the Association owns, leases or otherwise holds possessory or use rights in and for the common use and enjoyment of the Owners or dedicated to the Association either by separate instrument or as shown on the Plat of the Property or any portion thereof filed or approved by Declarant. The Common Area consists of the following components, and any modifications, improvements or additions thereto, on or adjacent to the Property, even if located on a Lot or public right-of-way: (i) the Property, save and except the Lots; (ii) the land described on the Plat as Common Area or Open Space and all improvements on such Common Area or Open Space; (iii) any area shown on the Plat as an area to be maintained by the Association including open spaces or landscape and maintenance easements; (iv) the right-of-way easements constituting the formal entrances to the Property, including any monument signage, controlled access gates, gatehouses, landscaping, irrigation, electrical and water installations, planter boxes and fencing; (v) personal property owned by the Association, such as books and records, office equipment, and supplies. The Association shall at all times have and retain the right to effect minor redesigns or minor reconfigurations of the Common Area and to execute any open space declarations applicable to the Common Area which may be permitted in order to reduce property taxes, and to take whatever steps may be appropriate to lawfully avoid or minimize the imposition of federal and state *ad valorem* and/or income taxes.

Section 1.13 "**Common Expenses**" shall mean the actual and estimated expenses incurred, or anticipated being incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find to be necessary and appropriate pursuant to the Governing Documents. Common Expenses may include, without limitation, the following expenses: (i) maintenance, repair, and replacement, as necessary, of the Common Area; (ii) utilities billed to the Association; (iii) services billed to the Association and available to all Lots; (iv) taxes on property owned by the Association, franchise taxes, and the Association's income taxes; (v) management, legal, accounting, auditing, and professional fees for services to the Association, including fees paid to architects, engineers or similar professionals for service on the ARB; (vi) costs of operating the Association, such as telephone, postage, office supplies, printing, meeting expenses, and educational opportunities of benefit to the Association; (vii) premiums and deductibles on insurance policies and bonds deemed by the Board to be necessary or desirable for the benefit of the Association, including fidelity bonds and directors' and officers' liability insurance; (viii) contribution to the reserve funds; and (ix) any other expense which the Association is required by law or the Governing Documents to incur, or which in the opinion of the Board is necessary or proper for the operation and maintenance of the Property, enforcement of the Governing Documents, protection of the property values of the Development, or beneficial to the Development in general. Common Expenses shall not include expenses incurred during the Development Period for initial development or other original construction costs incurred by the Declarant unless approved by Members representing a majority of the total Class "A" votes of the

Association.

Section 1.14 "**Community-Wide Standard**" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Property, or the minimum standards established pursuant to the Governing Documents, whichever is a higher standard. Such standard shall be established initially by the Declarant and may include both objective and subjective elements. The Community-Wide Standard may evolve and change as development progresses and as the needs and desires within the Property change.

Section 1.15 "**Declarant**" shall refer to **LANDPLAN ROGERS, LP**, a Texas limited partnership, and its successors-in-title and assigns, provided any such successor-in-title or assign shall acquire such interest for the purpose of development or sale of all or any portion of the remaining undeveloped or unsold portions of the Property and is designated as the "Declarant" hereunder in a recorded instrument executed by the immediately-preceding "Declarant". Upon designation of such successor Declarant, all rights of the former Declarant in and to such status as "Declarant" hereunder shall cease.

Section 1.16 "**Declaration**" shall refer to this instrument, as it may be amended and supplemented from time to time.

Section 1.17 "**Design Standards**" shall mean and refer to those particular standards, restrictions, standards, recommendations and specifications applicable to most of the aspects of construction, placement, location, alteration, maintenance and design of any improvements to or within the Property, and all amendments, bulletins, modifications, supplements and interpretations thereof. The initial Design Standards are attached hereto as **Exhibit "D"** and incorporated herein by reference.

Section 1.18 "**Development**" shall mean and refer to the Wildflower Estates development, including the Property, Common Area and Lots.

Section 1.19 "**Development Period**" shall mean the period of time beginning on the date that this Declaration is recorded, and terminating on December 31, 2030 (unless the Declarant, in its sole discretion, terminates the Development Period prior to such time and declares so in a recorded instrument), during which time the Declarant may exercise its Development Period Rights.

Section 1.20 "**Development Period Rights**" shall mean generally those rights reserved to Declarant under this Declaration during the Development Period to (i) facilitate the development, construction, and marketing of the Development; or (ii) direct the size, shape and composition of the Development. Such rights include, without limitation, the right to: (i) adopt and amend Design Standards for the construction and modification of improvements within the Property pursuant to Article X; (ii) appoint members to the ARB; (iii) amend the Governing Documents without the consent or approval of other Owners or Mortgagees pursuant to Article XIV; (iv) approve or exclude certain Builders from building homes within the Property pursuant to Article XIII; and (v) exercise the rights set forth in Article XIII hereof and any other rights reserved to the Declarant during the Development Period pursuant to the Governing Documents.

Section 1.21 "**Development Plan**" shall refer to the master concept plan for the development of the Property prepared by the Declarant, as it may be amended from time to time, which includes all of the property described in **Exhibit "A"**.

Section 1.22 "**First Mortgage**" shall mean any Mortgage which is not subject to any lien or encumbrance except the taxes or other liens which are given priority by statute or agreement.

Section 1.23 "**First Mortgagee**" shall mean the beneficiary or holder of a First Mortgage.

Section 1.24 "**Governing Documents**" shall refer to, singularly or collectively, as the case may be, this Declaration, the Bylaws, the Certificate of Formation, the Rules and Regulations (if any), the Design Standards (as adopted pursuant to Article X), and any other instrument recorded as a part of the Association's dedicatory instruments, as each may be supplemented and amended from time to time.

Section 1.25 "**Lot**" shall mean a portion of the Property, whether improved or unimproved, which may be independently owned and is intended for development, use and occupancy as a residence for a single family. The term shall refer to the land, if any, which is part of the Lot, as well as any improvements thereon and any portion of a right-of-way that customarily is used exclusively by and in connection with the Lot. Some portions of the Common Area may be platted as a "lot" on the Plat; however, these lots shall be excluded from the definition of a Lot as used herein.

Section 1.26 "**Member**" shall refer to a Person subject to membership in the Association.

Section 1.27 "**Mortgage**" shall refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed. A "Mortgagee" shall refer to a beneficiary or holder of a Mortgage.

Section 1.28 "**Owner**" shall refer to one or more Persons who hold the record title to any Lot but excluding in all cases any party holding an interest merely as security for the performance of an obligation. Contract sellers and Mortgagees who acquire title to a Lot through a deed in lieu of foreclosure or through foreclosure are considered Owners hereunder. The term "Owner" shall include Declarant.

Section 1.29 "**Person**" shall mean a natural person, a corporation, a partnership, a trustee, a limited liability company or any other legal entity.

Section 1.30 "**Plat**" shall refer to, all plats, singularly and collectively, recorded in the Real Property Records of Collin County, Texas, and pertaining to Wildflower Estates, an addition to the City of Lucas, Texas, as such plat(s) may be amended from time to time, which includes all of the property described in **Exhibit "A"**.

Section 1.31 "**Property**" shall mean and refer to the real property described in **Exhibit "A"** attached hereto and all improvements, easements, rights, and appurtenances to the real

property.

Section 1.32 "**Resident**" shall mean an occupant of a Residence, regardless of whether the Person is the record title holder of the Lot.

Section 1.33 "**Residence**" shall mean a residential dwelling structure constructed on a Lot and which is intended to be used and occupied as a residence for a single family. Only one Residence may be constructed on a Lot.

Section 1.34 "**Rules and Regulations**" or "**Rules**" shall mean any written rules or regulations adopted, implemented or published by the Association or its Board at any time and from time to time, as they may be amended from time to time, with respect to the use and enjoyment of the Common Area, and the conduct of its Members and their guests, invitees, agents and contractors while using the Common Area, and with respect to the use, maintenance, occupancy, leasing or sale, parking, and appearance of the Lots and the Residences thereon.

Section 1.35 "**Special Assessment**" shall mean and refer to Assessments levied against all Owners to cover unanticipated expenses or expenses in excess of those budgeted, as described in **Section 9.3**.

Section 1.36 "**Specific Assessment**" shall mean Assessments levied in accordance with **Section 9.4**.

## **ARTICLE II** **PROPERTY RIGHTS**

Section 2.1 **Common Area**. Each Owner shall have a right and nonexclusive easement of use, access and enjoyment in and to the Common Area, including, but not limited to, a perpetual easement over the Property's streets, as may be reasonably required, for the use and enjoyment of the Property and his or her Residence, subject to:

(a) this Declaration and any other applicable covenants or easements, as they may be amended from time to time, and subject to any restrictions or limitations contained in any deed conveying such property to the Association;

(b) the right of the Board to adopt rules regulating the use and enjoyment of the Common Area, including rules governing the parking of vehicles on the public streets, including the types of vehicles permitted to park on the public streets, persons who may park on the public streets and the duration of time vehicles are allowed to park on the public streets;

(c) the right of the Board to suspend the right of an Owner to vote on any matter other than the election of directors or matters concerning the rights or responsibilities of the Owner (i) for any period during which any Assessment or other charge against such Owner's Lot remains delinquent, and (ii) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation of the Governing Documents after notice and a hearing pursuant to the Bylaws;

(d) the right of the Board to dedicate or transfer all or any part of the Common Area pursuant to **Section 4.8**; and

(e) the right of the Board to mortgage, pledge or hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred, subject to any limitations contained in the Bylaws.

Section 2.2 **Delegation of Use**. Any Owner may extend his or her right of use and enjoyment of the Common Area to the members of his or her family, lessees and social invitees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures it may adopt. An Owner who leases his or her Lot shall be deemed to have assigned all such rights to the lessees of such Lot.

Section 2.3 **Private Use**. The Common Area is intended for the exclusive use of the Property's Owners and their family members, tenants, guests, and invitees. Neither the Association nor Declarant intends for the Common Area to be a public accommodation or a public facility.

### **ARTICLE III** **MEMBERSHIP AND VOTING RIGHTS**

Section 3.1 **Membership**. Every Owner is a Member of the Association; provided, there is only one membership per Lot. In the event a Lot is owned by more than one Person, all co-Owners shall be entitled to the privileges of membership, subject to reasonable Board regulation and the restrictions on voting set forth in **Section 3.2** and in the Bylaws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners hereunder. The membership rights and privileges of an Owner who is a natural person may be exercised by the Member or the Member's immediate family. The membership rights of an Owner which is not a natural person may be exercised by the officers, directors, partners, or trustees, or by the individuals designated from time to time by the Owner in writing provided to the Secretary of the Association. Membership shall be appurtenant to and shall run with the ownership of the Lot which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to the Lot.

Section 3.2 **Voting**. The Association shall have two classes of membership, Class "A" and Class "B".

(a) **Class "A"**. Class "A" Members shall be all Owners except the Class "B" Member, if any. Class "A" Members shall be entitled to one equal vote for each Lot in which they hold the interest required for membership under **Section 3.1**, except that there shall be only one vote per Lot.

Where there is more than one Owner of a Lot, the vote for such Lot shall be exercised as the co-Owners determine between themselves and advise the Secretary of the Association in writing prior to the vote being cast. In the absence of such advice, the Lot's vote shall be suspended if more than one Person seeks to exercise it and the vote is not cast unanimously among the Persons casting the vote.

(b) **Class "B"**. The Class "B" Member shall be the Declarant. The Class "B" Member shall be entitled to three (3) votes for each Lot it owns and it shall be entitled to appoint a majority of the members of the Board during the Class "B" Control Period, in the manner specified in the Bylaws. Additional rights of the Class "B" Member are specified in the relevant sections of the Governing Documents.

The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of:

- (i) two (2) years after expiration of the Class "B" Control Period; or
- (ii) when, in its discretion, the Declarant so determines and declares in a recorded instrument.

Upon termination of the Class "B" membership, Declarant shall be a Class "A" Member entitled to one Class "A" vote for each Lot, if any, which it owns.

#### **ARTICLE IV** **RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

Section 4.1 **Common Area**. The Association, subject to the rights of the Owners set forth in this Declaration and subject to the terms of any easement or other agreement with the City or adjacent property owner, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including, without limitation, furnishings, equipment and common landscaped areas), and shall keep it in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof and consistent with the Community-Wide Standard.

Section 4.2 **Personal Property and Real Property for Common Use**. The Association may acquire, hold, and dispose of tangible and intangible personal property and real property, subject to such restrictions as are set forth in the Governing Documents. The Board shall accept any conveyance of personal property or fee title, leasehold, or other interests in any improved or unimproved real estate located within the Property, including the Common Area, conveyed to it by the Declarant. Upon conveyance or dedication by the Declarant to the Association, such property shall be thereafter maintained by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed of conveyance. Upon written request of the Declarant, the Association shall re-convey to Declarant for no or nominal monetary consideration any unimproved portions of the Property originally conveyed by Declarant to the Association, to the extent conveyed in error or needed by Declarant to make minor adjustments in property lines.

Section 4.3 **Rules and Regulations**. The Declarant or the Board may adopt, amend, repeal and enforce reasonable Rules and Regulations, and impose penalties for infractions thereof, governing the occupancy, lease, use, disposition, maintenance, appearance, and enjoyment of the Common Areas and Lots, and governing the parking of vehicles on the public streets, including the types of vehicles permitted to park on the public streets, persons who may park on the public

streets and the duration of time vehicles are allowed to park on the public streets. Any such Rules and Regulations may include the right to prohibit or to restrict. Such Rules and Regulations shall be consistent with the rights and duties established by this Declaration. Such Rules and Regulations shall be binding upon all Owners, occupants, invitees and licensees, if any, until and unless overruled, canceled or modified in a regular or special meeting of the Association by the vote of a majority of the Class "A" Members and the consent of the Class "B" Member, so long as such membership shall exist.

Section 4.4 **Compliance and Enforcement**. Every Owner and his or her family, guests, lessees, and invitees shall comply with the Governing Documents. The Association shall be authorized to impose sanctions for violations of the Governing Documents. Sanctions may include, without limitation, the following:

(a) imposing reasonable monetary fines, which shall constitute a lien upon the Owner's Lot;

(b) suspending, restricting or prohibiting a non-Owner, non-Resident's ingress, egress and access to the Property; provided, however, nothing herein shall authorize the Board to prohibit reasonable ingress or egress to or from a Lot by an Owner or Resident;

(c) suspending any services provided by the Association to a delinquent Owner or his or her Lot if the Owner is more than thirty (30) days delinquent in paying any Assessment or other charge owed to the Association;

(d) exercising self-help (specifically including, but not limited to, towing of vehicles that are parked or stored in violation of the Governing Documents, removing nonconforming structures and/or improvements pursuant to **Section 10.9** and performing maintenance on an Owner's Lot pursuant to **Section 5.4**);

(e) recording a Notice of Violation pursuant to **Section 10.12**;

(f) levying a Specific Assessment pursuant to **Section 9.4**; and

(g) taking any other action to abate a violation of the Governing Documents.

In addition to any other enforcement rights, the Association or any Owner may bring suit in law or in equity, or both, to enjoin any violation or to recover monetary damages, or both. All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. The Association shall be entitled to recover all costs, including, without limitation, attorney's fees and court costs reasonably incurred in enforcing the Governing Documents. Failure by the Association to enforce any the foregoing or any other right or remedy of the Association shall in no event be deemed a waiver of the right to do so thereafter.

The Association, through the Board, by contract or other agreement, shall have the right, but not the obligation, to enforce applicable county and city ordinances.

Section 4.5 **Implied Rights**. The Association may exercise any other right or privilege given to it expressly by the Governing Documents. The Association may also exercise every other right or privilege reasonably implied from or reasonably necessary to effectuate any such right or privilege.

Except as otherwise specifically provided in the Governing Documents, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

Section 4.6 **Governmental Interests**. For so long as the Declarant owns any Property, the Association shall permit the Declarant to designate and re-designate sites within the Property for water and sewer facilities and other public facilities. The sites may include Common Area owned by the Association, and in such case no membership approval shall be required, and the Association shall dedicate and convey the designated site as requested by the Declarant.

Section 4.7 **Indemnification**. The Association shall indemnify every officer, director and committee member to the full extent permitted by Section 8.001 *et seq.* of the Texas Business Organizations Code, as amended (but, in the case of any such amendment, only to the extent that such amendment permits broader indemnification than permitted prior to such amendment). Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former officer, director or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association.

Section 4.8 **Dedication of Common Area**. Subject to such approval requirements as may be set forth in this Declaration, the Association shall have the power to dedicate portions of the Common Area to the City, or to any other local, state, or federal governmental entity, provided, the City shall have no obligation to accept any Common Areas for public access and maintenance and may impose such conditions upon acceptance as it deems appropriate.

Section 4.9 **Security**. The Association may, but shall not be obligated to, maintain or support certain facilities and activities within the Property designed to enhance the security of the Property, including, without limitation, the installation of controlled access gates and the provision of patrol or access monitoring personnel. **NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT, SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY, NOR SHALL SUCH PARTIES BE HELD LIABLE FOR ANY LOSS OR DAMAGE FOR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN.**

**NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT, MAKE ANY REPRESENTATION OR WARRANTY THAT ANY SYSTEMS OR MEASURES, INCLUDING ANY MECHANISM, DEVICE OR PERSON EMPLOYED TO LIMIT OR RESTRICT ACCESS TO THE PROPERTY CANNOT BE COMPROMISED OR CIRCUMVENTED; OR THAT ANY SUCH SYSTEMS OR**

**SECURITY MEASURES UNDERTAKEN WILL IN ANY CASE PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND ALL TENANTS, GUESTS, AND INVITEES OF ANY OWNER, ACKNOWLEDGE AND UNDERSTAND THAT THE ASSOCIATION, ITS BOARD, COMMITTEE MEMBERS, DECLARANT OR ANY SUCCESSOR DECLARANT, ARE NOT INSURERS AND THAT EACH PERSON WITHIN THE PROPERTY ASSUME ALL RISKS FOR PERSONAL INJURY AND LOSS OR DAMAGE TO PROPERTY, INCLUDING LOTS AND THE CONTENTS THEREOF, RESULTING FROM ACTS OF THIRD PARTIES.**

Section 4.10 **Construction Activities**. All Owners are hereby placed on notice that Declarant(s), any affiliate of Declarant(s) and/or its agents, contractors, subcontractors, licensees and other designees, successors, or assignees, may be, from time to time, conducting excavation, construction, and other activities within or in proximity to the Property. By the acceptance of a deed or other conveyance or mortgage, leasehold, license, easement or other interest, and by using any portion of the Property, each Owner automatically acknowledges, stipulates and agrees (a) that none of the aforesaid activities shall be deemed nuisances or noxious or offensive activities, under any applicable covenants or at law generally, (b) not to enter upon, or allow their children or other Persons under their control or direction to enter upon (regardless of whether such entry is trespass or otherwise) any property within or in proximity to any portion of the Property where such activities are being conducted (even if not being actively conducted at the time of entry, such as at night or otherwise during non-working hours), (c) Declarant(s), any affiliate of Declarant(s) and all of their agents, contractors, subcontractors, licensees and other designees, successors and assignees, shall not be liable but, rather, shall be held harmless, for any and all losses and damages (compensatory, consequential, punitive or otherwise), injuries or deaths arising from or relating to the aforesaid activities, and (d) any purchase or use of any portion of the Property has been and will be made with full knowledge of the foregoing.

Section 4.11 **Use of Technology**. The Association may, as a Common Expense, provide for or offer services which make use of computers and other technological opportunities. For example, to the extent Texas law permits, and unless otherwise specifically prohibited in the Governing Documents, the Association may send required notices by electronic means; hold Board or Association meetings and permit attendance and voting by electronic means or via the web, establish a website ("**Association Website**") to provide Owners, residents, tenants, occupants, and invitees ("**Association Website Users**") with a forum for Association Website Users to participate in community life, disseminate information about activities and programs and foster a sense of community. The Association shall be the sole authorized provider of the Association Website. If the Association Website is established, the Board shall have the sole authority to establish who may access the Association Website and to remove content deemed objectionable or offensive in the Board's sole discretion. During the Development Period, all content must be approved in advance by the Declarant.

No Association Website User shall use the Association's Website or any other electronic means of communication which is in any way associated with the Development to slander, vent complaints, or create/foster an atmosphere of discontent regarding another Member, his or her family, the Association, the Board, committee members, the Declarant or any affiliate of

Declarant.

Section 4.12 **Mineral Interests**. As of the date of recording of this Declaration, all mineral interests and water rights, including but not limited to development rights, may have been reserved by one or more prior owners of the Property or conveyed pursuant to one or more deeds or other instruments. By accepting title or other interest to a Lot, each Owner acknowledges the possible existence of such superior rights in favor of their owners. In the event that Declarant holds any such mineral interests or water rights as of the date of recording of this Declaration, the Declarant hereby reserves for itself all right, title and interest in and to the oil, gas, and other minerals and water in, on, and under and that may be produced from the Property, **TO HAVE AND TO HOLD FOREVER**.

## **ARTICLE V** **MAINTENANCE**

Section 5.1 **Association Responsibility**. Except as may be otherwise provided by this Declaration and subject to the terms of any easement or other agreement with the City or adjacent property owner, the Association shall maintain and keep in good repair the Common Area, including any landscape or maintenance easements to be maintained by the Association shown on the Plat. Such maintenance shall include, but need not be limited to:

(a) All portions of and all landscaping, structures and improvements situated upon the Common Area, including, without limitation, (i) all grass median strips, (ii) all entry features and monuments including the expenses for water and electricity, if any, provided to all such entry features; and (iii) any irrigation or drainage systems located on the Common Area.

(b) all landscape and maintenance easements to be maintained by the Association as shown on the Plat of the Property;

(c) all streetlights originally installed by the Declarant or the Association;

(d) any property and facilities owned by the Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from the Declarant to the Association and to be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.;

(e) any real or personal property owned by the Association but which is not a Common Area, such as a Lot owned by the Association;

(f) landscaping and other flora within public rights-of-way abutting the Common Area (subject to the terms of any easement or other agreement relating thereto); and

(g) such portions of any additional property located adjacent to the Property, the maintenance of which is deemed to be in the best interest of the Association to maintain or which must be maintained according to this Declaration, any Supplemental Declaration, any covenant to

share costs, or any contract or agreement for maintenance thereof entered into by the Association.

The Association shall maintain the facilities and equipment within the Common Area in continuous operation, except for any periods of maintenance or repairs or unless Members representing 75% of the Class "A" votes in the Association and the Class "B" Member, if any, agree in writing to discontinue such operation. Except as provided hereinabove, the Common Area shall not be reduced by amendment of this Declaration or any other means except with the prior written approval of the Class "B" Member, if any.

The costs associated with maintenance, repair and replacement of the Common Area shall be a Common Expense; provided, the Association may seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Common Area pursuant to this Declaration, a covenant to share costs, other recorded covenants, or agreements with the owner(s) thereof.

Section 5.2 **Owner Responsibility.** Each Owner shall maintain his or her Lot and Residence and all landscaping, structures, driveways, parking areas, fences, walls, drainage ways, and other improvements within the boundaries of the Lot, except for any improvements located within the right-of-way easements constituting the formal entrances to the Property as shown on the Plat or located within any landscape or maintenance easements as shown on the Plat that are to be maintained by the Association.

Each Owner shall maintain the driveway serving his or her Lot whether or not lying entirely within the Lot boundaries and shall maintain all landscaping between the Lot boundary and the nearest curb or pavement edge of the adjoining street(s). The Association, and its agents, during normal business hours, shall have the right (after five (5) days' written notice to the Owner of any Lot involved, setting forth the specific violation or breach of this covenant and the action required to be taken, and if at the end of such time reasonable steps to accomplish such action have not been taken by the Owner), to enter on the subject premises (without any liability whatsoever for damages for wrongful entry, trespass or otherwise to any Person) and to take the action(s) specified in the notice to remedy or abate said violation(s) or breach(es). The cost of such remedy or abatement shall be paid to the Association upon demand and if not paid within thirty (30) days thereof, shall become a lien upon the Lot affected. The Association, or its agent, shall further have the right (upon like notice and conditions), to trim or prune, at the expense of the Owner, any hedge, tree or any other planting that, in the written opinion of the Association, by reason of its location on the Lot, or the height, or the manner in which it is permitted to grow, is detrimental to the adjoining Lots, is dangerous or is unattractive in appearance. The lien provided under this section will constitute a lien retained against such property with the same force and effect as the lien for unpaid assessments as set forth in this Declaration.

Section 5.3 **Standard of Performance.** Unless otherwise specifically provided in the Governing Documents, responsibility for maintenance shall include responsibility for repair and replacement necessary to maintain his or her Lot to a level consistent with the Community-Wide Standard. Specifically, each Owner must (i) repair and replace worn, rotten, deteriorated, and unattractive materials; (ii) regularly repaint all painted surfaces; (iii) regularly re-stain all stained surfaces; (iv) regularly water all landscape (except during City-mandated watering restrictions), prune and cut all trees and shrubbery, mow and edge all lawns and yards, including fenced and

unfenced portions of the Lots and public right of ways abutting the Lots, so that the Lot is neatly manicured, healthy and in a well-groomed condition (weeds and grass not to exceed six inches (6") in height); (v) promptly remove diseased, dying or dead plant material, and promptly replace such material with plants of a similar or superior quality and appearance and that maintain the minimum landscape requirements of **Exhibit "D"**; (vi) keep the yard irrigation system in good repair and repair and replace sprinkler heads, irrigation lines and other irrigation equipment as needed for optimum landscape maintenance; (vii) promptly remove all litter, trash, refuse, waste and debris; (viii) keep exterior lighting and mechanical facilities in working order; (ix) keep driveways in good repair and condition; (x) promptly repair any exterior damage; (xi) comply with all governmental health and police requirements; (xii) not alter the drainage from the Lot or cause damage to adjoining Lots or Common Areas from improper drainage or over watering (such Owner being responsible for any damage resulting therefrom); and (xiii) maintain drainage ways free from obstructions which may impede or alter the natural flow of stormwater runoff.

Repair and replacement shall include improvement, if necessary to comply with applicable building codes or other regulations or if otherwise deemed appropriate, in the Board's reasonable discretion. Each Owner further covenants and agrees that in the event of damage to or destruction of structures on such Owner's Lot, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article X. Alternatively, the Owner shall clear the Lot and maintain it in a neat and attractive, and landscaped condition consistent with the Community-Wide Standard. Neither the Association nor an Owner shall be liable for any damage or injury occurring on, or arising out of the condition of, property which it does not own, except to the extent that it has been negligent in the performance of its maintenance responsibilities. The Owner shall pay any costs which are not covered by insurance.

Section 5.4. **Owner's Default in Maintenance.** In addition to any other enforcement rights available to the Association, if any Owner fails properly to perform his or her maintenance responsibilities, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a Specific Assessment in accordance with **Section 9.4**. However, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when immediate entry is required due to an emergency situation.

Section 5.5 **Party Structures.**

(a) **General Rules of Law to Apply.** Any fence, wall, mailbox or driveway built as a part of the original construction on the Lots which shall serve and/or separate any two adjoining Lots shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party structures and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners who make use of the party structure. The Owner on each side of a party structure hereby grants to the Owner on the other side of the

party structure an easement for (i) the existence and continuance of any encroachment of the party structure as a result of original construction, repairs in place, shifting, settlement, or movement by natural causes, and (ii) the maintenance, repair, replacement, or reconstruction of the party structure, as appropriate and necessary to effect the purposes and provisions of this Section. Notwithstanding anything contained in this **Section 5.5(b)** to the contrary, an Owner may not alter, modify, or relocate a party structure in any manner that affects the use, condition, or appearance of the party structure to the adjoining Lot, without the prior written consent of the Owner of the adjoining Lot.

(c) **Damage and Destruction.** If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who benefits from the use of the party structure may restore it. If other Owners thereafter use the party structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

(d) **Right to Contribution Runs With Land.** The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

(e) **Arbitration.** In the event of any dispute arising concerning a party structure, each party shall appoint one arbitrator. Should any party fail and/or refuse to appoint an arbitrator within ten (10) days after written request by the other party, the requesting party shall appoint an arbitrator for the refusing party. The arbitrators appointed shall appoint one additional arbitrator. The decision by a majority of all three arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal action that either party may have against the other. The Association and/or the Declarant shall have no responsibility in resolving any disputes between Members concerning a party structure.

Section 5.6 **Rights of the City.** The City, including its agents and employees, has the right of immediate access to the Common Area at all times if necessary for the welfare or protection of the public, to enforce City ordinances, or to improve the appearance of or to preserve public property, public easements or public rights-of-way. Should the Association fail to carry out its duties as specified in this Declaration to a standard acceptable to the City, the City or its lawful agents shall have the right and ability, after at least ninety (90) days' notice to the Association, to remove any landscape system, features or elements that cease to be maintained by the Association; to perform the responsibilities of the Association if the Association fails to do so in compliance with any of the provisions of this Declaration or of any applicable Lucas City codes, ordinances or regulations; to assess the Association for all costs incurred by the City in performing said responsibilities if the Association fails to do so; and to avail itself of any other enforcement actions available to the City pursuant to state law or Lucas City codes, ordinances or regulations. Should the City exercise its rights as specified above, the Association shall indemnify and hold harmless the City from any and all costs, expenses, suits, demands, liabilities or damages, including attorney's fees and costs of suit, incurred or resulting from the City's removal of any landscaping systems, features or elements that cease to be maintained by the Association or from the City's performance of the

aforementioned operations, maintenance or supervision responsibilities of the Association due to the Association's failure to perform said duties.

## **ARTICLE VI** **INSURANCE AND CASUALTY LOSSES**

Section 6.1 **Association Insurance**. The Association shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(a) blanket "all-risk" property insurance for all insurable improvements on the Common Area in the event of a casualty, regardless of ownership. If such coverage is not generally available at reasonable cost, then at a minimum an insurance policy providing fire and extended coverage, including coverage for vandalism and malicious mischief shall be obtained. The face amount of such insurance shall be sufficient to cover the full replacement cost of the insured property under current building codes and ordinances;

(b) commercial general liability insurance on the Common Area, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents or contractors while acting on its behalf. If generally available at reasonable cost, such policy shall have a limit of at least \$1,000,000.00 per occurrence with respect to bodily injury, personal injury and property damage;

(c) commercial crime insurance, including fidelity insurance, covering all persons responsible for handling Association funds in an amount determined in the Board's best business judgment, but not less than an amount equal to one-sixth (1/6) of the annual Base Assessment on all Lots plus reserves on hand. Fidelity insurance policies contain a waiver of all defenses based upon the exclusion of persons serving without compensation;

(d) workers' compensation insurance and employer's liability insurance, if and to the extent required by law;

(e) directors' and officers' liability coverage, covering all directors, officers and committee members; and

(f) such additional insurance as the Board, in its business judgment, determines advisable.

Premiums for all insurance on the Common Area and any Lot owned by the Association shall be a Common Expense.

Section 6.2 **Policy Requirements**. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member. The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the coverage required hereunder. In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if

the Board reasonably determines, after notice and an opportunity to be heard in accordance with the Bylaws, that the loss is the result of the negligence or willful conduct of one or more Owners, their guests, invitees, or lessees, then the Board may specifically assess the full amount of such deductible against such Owner(s) and their Lot(s) as a Specific Assessment.

Section 6.3 **Individual Insurance**. By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket "all-risk" property insurance on his or her Lot(s) and structures constructed thereon providing full replacement cost coverage (less a reasonable deductible), unless the Association carries such insurance (which it is not obligated to do so hereunder). Further, each Owner shall obtain and maintain general liability insurance on his or her Lot. If an Owner fails to maintain required insurance, the Board may obtain insurance on behalf of the Owner. If the Association assumes responsibility for obtaining any insurance coverage on behalf of an Owner, the premiums for such insurance shall be levied as a Specific Assessment against the benefitted Lot and the Owner. Each Owner and Resident is solely responsible for insuring his or her personal property in his or her Residence and on the Lot, including furnishings, vehicles, appliances, equipment and stored items.

Section 6.4 **Damage and Destruction**.

(a) In the event of damage to or destruction of Common Area or other property insured by the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damage or destroyed property to substantially the same condition in which it existed prior to the fire or other peril, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) Any damage to or destruction of the Common Area shall be repaired or reconstructed unless Members representing at least seventy-five percent (75%) of the total Class "A" votes in the Association, and the Class "B" Member, if any, decide within sixty (60) days after the loss not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such funds or information shall be made available. However, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

(c) If it is determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive landscaped condition consistent with the Community-Wide Standard.

Section 6.5 **Disbursement of Proceeds**. Any insurance proceeds remaining after paying

the costs of repair or reconstruction, or such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association and its Members and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Lot and may be enforced by such Mortgagee.

Section 6.6 **Repair and Reconstruction**. If the insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without the vote of the Members, levy a Specific Assessment to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under **Section 6.3**.

## **ARTICLE VII** **NO PARTITION**

Except as permitted in this Declaration, the Common Area shall remain undivided, and no Person shall bring any action seeking judicial partition without the written consent of all Owners and Mortgagees. This Article shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.

## **ARTICLE VIII** **CONDEMNATION**

Section 8.1 **Condemnation**. If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members representing at least sixty-seven percent (67%) of the total Class "A" votes in the Association and of the Class "B" Member, if any, by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Association to be disbursed as set forth in this Article.

Section 8.2 **Disbursement**. If the taking involves a portion of the Common Area on which improvements have been constructed, then the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within sixty (60) days after such taking, the Class "B" Member, if any, and Class "A" Members representing at least sixty-seven percent (67%) of the total Class "A" vote of the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions in Article VI hereof regarding the disbursement of funds for the repair of casualty damage or destruction shall apply.

If the taking or conveyance does not involve any improvements on the Common Area or a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

## **ARTICLE IX**

## ASSOCIATION FINANCES

### Section 9.1 Assessment.

(a) **Personal Obligation.** Except as hereinafter provided, each Owner, by accepting a deed for any portion of the Property, is deemed to covenant and agree to pay all Assessments authorized by the Governing Documents. All Assessments, together with interest (at a rate not to exceed eighteen percent (18%) per annum, or such higher rate as the Board may establish by resolution, subject to the limitations of Texas law), late charges as determined by Board resolution, costs and reasonable attorney's fees, shall be the personal obligation of each Owner upon whom the Assessment or charge is assessed and a lien upon each such Owner's Lot until paid in full. Except as provided in **Section 9.5**, upon the transfer of title to a Lot, the grantee shall be jointly and severally liable for any Assessments or charges due at the time of conveyance.

(b) **Resale Certificate.** The Association shall, within ten (10) business days of the receipt of a written request from an Owner, Owner's agent, or title insurance company or its agent acting on behalf of the Owner, furnish to such Person, in addition to any other information that may be required by law, a certificate in writing signed by an officer of the Association, or a duly authorized agent, setting forth the amount of any unpaid Assessments against the Owner's Lot. Such certificate shall be conclusive evidence of such Owner's Assessment obligation as of the date of the certificate. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate (not to exceed \$375.00 per certificate) and for the issuance of an update to such certificate (not to exceed \$75.00 per certificate).

(c) **Time of Payment; Due Date.** Assessments shall be paid in such manner and on such dates as may be fixed by the Board. Unless the Board otherwise provides, the Base Assessment shall be due and payable in advance on the first day of each fiscal year. Special transfer assessments are due on the date of transfer of title to the Lot. Special Assessments and Specific Assessments are due on the date stated in the notice of assessment or, if no date is stated, within ten (10) days after notice of the Assessment is given. Assessments are considered delinquent if not received by the Association on or before the due date. If any Owner is delinquent in paying any Assessments levied on his or her Lot, the Board may require any unpaid installments of all outstanding Assessments to be paid in full immediately.

(d) **No Exemption.** Except for property exempt from Assessment pursuant to **Section 9.8** hereof, no Owner may waive or otherwise exempt himself from liability for any Assessments by non-use of Common Area, abandonment of the Lot or any other reason. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association or for inconvenience or discomfort arising from the making of repairs or improvements, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority or for any other action taken or failed to be taken by the Association.

(e) **Budget Deficits.** Declarant shall pay the difference between the amount of

Assessments (exclusive of reserve contributions) levied on all other Lots subject to assessment and the amount of actual expenditures (exclusive of reserve contributions) incurred by the Association during each fiscal year (the "**budget deficit**"). This obligation to fund budget deficits shall cease upon the first to occur of the following: (i) the termination of the Class "B" Membership, (ii) the cessation of budget deficits or (iii) when, in its discretion, the Declarant so determines and declares in a recorded instrument. Until such time as Declarant's obligation to fund the budget deficits terminates, the Declarant shall be exempt from the payment of Assessments. The Association shall have a lien against all Lots owned by the Declarant to secure the Declarant's obligations under this Section, which lien shall have the same attributes and shall be enforceable in the same manner as the Association's lien against other Lots under this Article. The Declarant's obligations hereunder may be satisfied in the form of a loan or by "in kind" contributions of services or materials, or by a combination of these as determined by Declarant in Declarant's absolute discretion. After termination of Declarant's obligation to fund the budget deficits, Declarant shall pay Assessments on its unsold Lots in the same manner as any other Owner.

(f) **Declarant Subsidy.** Declarant may reduce the Base Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by such Declarant under **Section 9.1(e)** above), which may be either a contribution, or a loan, in the Declarant's absolute discretion. Any such subsidy shall be disclosed as a line item in the income portion of the budget. The payment of such subsidy in any year shall not otherwise obligate Declarant to continue payment of such subsidy in future years, unless provided in a written agreement between the Declarant and the Association.

#### Section 9.2 **Base Assessment.**

(a) **Budget.** At least thirty (30) days before the beginning of each fiscal year, the Board shall prepare a budget covering the estimated Common Expenses of the Association during the coming year, including any contributions to one or more reserve funds (the "**Base Assessment**"). During the period of time that Declarant is obligated to pay the budget deficits, the budget shall be established as if the Property were fully developed, fully phased, fully constructed and fully occupied with a level of service and maintenance typical for similar developments in the surrounding area, using cost estimates that are current for the period in which the budget is prepared. Contributions and/or loans to the Association attributable to the Declarant shall be disclosed as a line item in the budget. The reserve portion of the budget shall take into account the number and nature of replaceable assets, the expected life of each asset and the expected repair or replacement cost. The Board may set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, with respect both to amount and timing of Base Assessments over the period of the budget. During the period of time that Declarant is obligated to pay the budget deficits, Declarant has no duty to contribute to the Association's reserve fund(s).

(b) **Computation.** The total budgeted Common Expenses shall be set at a level which is reasonably expected to produce the total income of the Association equal to the total budgeted Common Expenses, including reserves. In determining the level of assessments, the Board may consider sources of funds available to the Association other than the Base Assessment. If during the course of the year the Board determines that the Base Assessment is insufficient to cover the

estimated Common Expenses for the remainder of the year, the Board may, subject to the provisions of **Section 9.2(c)** below, increase the Base Assessment for the remainder of the year in an amount that covers the estimated deficiency. Any such increase in the Base Assessment shall be determined in the same manner as set forth in this **Section 9.2(b)**.

(c) **Notice; Disapproval.** The Board shall send notice of the amount of the Base Assessment to be levied pursuant to the Board approved budget, or the amount of any proposed increase in the Base Assessment during the year, to each Owner at least thirty (30) days prior to the effective date of such budget or increase. During the Class "B" Control Period, the Base Assessment shall automatically become effective upon Board approval. After termination of the Class "B" Control Period, the Base Assessment may not be increased in the aggregate by more than twenty-five percent (25%) per annum unless a majority of the Class "A" Members, and the Class "B" Member, if any, consent to the increase at a meeting duly called for such purpose. During the Declarant Control Period, there is no limit on the amount of the increase of the Base Assessment.

In the event a proposed Base Assessment is disapproved or the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined, the budget and Base Assessment most recently in effect shall continue in effect until a new budget and Base Assessment is determined.

Section 9.3 **Special Assessments.** In addition to other Assessments authorized hereunder, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of the amount budgeted. Any such Special Assessment shall be levied against all Lots subject to Assessment hereunder. Except as otherwise provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent, or any combination thereof, of Members representing at least fifty-one percent (51%) of the total votes of the Association, and the affirmative vote or written consent of the Class "B" Member, if any. Notwithstanding the foregoing, during the Class "B" Control Period, the Declarant may unilaterally levy a Special Assessment. Special Assessments may be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

Section 9.4 **Specific Assessments.** The Association shall have the power to levy Specific Assessments against a particular Lot which is subject to Assessment as follows:

(a) To cover costs incurred in bringing a Lot into compliance with the provisions of the Governing Documents;

(b) to cover the costs of providing benefits, items or services not provided to all Lots, such as landscape maintenance, pest control service, security and transportation services; such Assessments may be levied in advance of the provisions of the requested benefit, item or service as a deposit against charges to be incurred;

(c) for fines levied pursuant to the Governing Documents;

(d) for damages caused to the Common Area by the Owner, his or her family, guests, tenants, invitees, contractors or employees;

(e) for architectural review fees; and

(f) for any other cost or expense authorized by the Governing Documents to be levied against an Owner and his or her Lot which is not part of the Base Assessment or Special Assessment.

Section 9.5 **Lien for Assessments**. The Association shall have a lien against each Lot to secure payment of Assessments, as well as interest (subject to the limitations of Texas law), late charges, and costs of collection (including attorney's fees and costs). Such lien shall be prior and superior to all other liens, except (a) the liens of all taxes, bonds, assessments and other levies which by law would be superior thereto; (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value recorded before the date on which the delinquent Assessment became due; and (c) the lien or charge of any construction loan for the construction of the original Residence. Such lien, when delinquent, may be enforced by suit, judgment and judicial or non-judicial foreclosure (after first obtaining a court order in an application for expedited foreclosure as prescribed by law).

Although no further action is required to create or perfect the lien, the Association may, as further evidence and notice of the lien, execute and record a document setting forth as to any Lot, the amount of the delinquent sums due the Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However, the failure of the Association to execute and record any such document shall not, to any extent, affect the validity, enforceability or priority of the lien. The lien may be foreclosed through judicial or, to the extent allowed by law, non-judicial foreclosure proceedings in accordance with Section 209.0092 and Section 51.002 *et seq.* of the Texas Property Code (the "**Foreclosure Statute**"), as it may be amended from time to time, in like manner of any deed of trust on real property. In connection with the lien created herein, each Owner of a Lot hereby grants to the Association, whether or not it is so expressed in the deed, the contract for sale or other conveyance to such Owner, a power of sale to be exercised in accordance with the Foreclosure Statute. At any foreclosure proceeding, any Person may bid for the Lot at foreclosure sale and acquire, hold, lease, mortgage and convey the Lot. If and while the Association owns the Lot following foreclosure: (i) no right to vote shall be exercised on its behalf; and (ii) no Base Assessment shall be levied on it. The Association may sue to recover a money judgment for unpaid Assessments and other charges without foreclosing or waiving the lien securing the same.

The sale or transfer of any Lot shall not affect the Assessment lien or relieve such Lot from the lien for any post-sale Assessments. However, the sale or transfer of any Lot pursuant to judicial or non-judicial foreclosure of a superior lien shall extinguish the lien as to any installments of such Assessments which became due prior to such sale or transfer. Where the Mortgagee holding a superior lien of record or other purchaser of a Lot obtains title pursuant to judicial or non-judicial foreclosure of the Mortgage, it shall not be personally liable for Assessments on such Lot due prior to such acquisition of title. Such unpaid Assessments shall be deemed to be Common Expenses, collectible from Owners of all Lots, including such acquirer, its successors and assigns.

Section 9.6 **Date of Commencement of Assessments**. The obligation to pay Assessments shall commence as to a Lot upon conveyance of a Lot from the Declarant to a Class "A" Member. The initial Base Assessment levied on each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time Assessments commence on the Lot. Prior to the commencement of Assessments, Declarant shall be responsible for all operating expenses of the Association.

Section 9.7 **Capitalization of the Association**. Upon the initial acquisition of record title to a Lot by the first Owner thereof other than the Declarant, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to Twenty-Five percent (25.0%) of the Base Assessment (the "**Acquisition Assessment**"). Thereafter, upon each transfer of record title to a Lot, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to Twenty-Five percent (25.0%) of the Base Assessment (the "**Resale Assessment**"). The Acquisition Assessment and Resale Assessment shall be in addition to, not in lieu of, the Base Assessment levied on the Lot and shall not be considered an advance payment of any portion thereof. This amount shall be deposited into the Association's designated account(s) and disbursed therefrom to the Association for use in covering operating expenses, capital expenditures and other expenses incurred by the Association pursuant to the terms of this Declaration and the Bylaws.

Section 9.8 **Exempt Property**. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Assessments:

- (a) all Common Area;
- (b) all property dedicated to and accepted by any governmental authority or public utility;
- (c) all property owned by persons qualifying for tax exempt status under Section 501(c) of the Internal Revenue Code of 1986 so long as such person owns property subject to this Declaration for purposes listed in Section 501(c) and who has been given a written exemption from Assessment by the Association; and
- (d) all property owned by the Declarant (such exemption shall terminate as to any Lots owned by the Declarant after the expiration of Declarant's obligation to pay the budget deficits).

## **ARTICLE X** **ARCHITECTURAL STANDARDS**

Section 10.1 **General**. Except as otherwise provided in this Article, no structure shall be placed, erected or installed upon any Lot and no improvements (including staking, clearing, excavation, drainage, grading and other site work, construction of all new buildings and outbuildings, construction of landscape improvements, construction of fences and walls, exterior alteration, renovation, expansion, refinishing or modification of existing improvements, change in exterior paint colors, and planting or removal of landscaping materials) (collectively, the "**Work**") shall take place except in compliance with this Article X and the Design Standards.

Notwithstanding the above, an Owner may repaint the exterior of a structure in accordance with originally approved color scheme and rebuild in accordance with originally approved plans and specifications without first seeking approval pursuant to **Section 10.3**. In addition, no prior approval shall be required to remodel, repaint or redecorate the interior of structures on a Lot. However, modifications to the interior of screened porches, patios and similar portions of a Lot visible from outside the Lot shall be subject to prior approval in accordance with this Article. The Design Standards may provide for further exceptions to the prior approval requirement of **Section 10.3**.

All Residences constructed on any portion of the Property shall be designed by and built in accordance with the plans and specifications of a licensed architect.

This Article X shall not apply to the construction activities of the Declarant nor to improvements to the Common Area by or on behalf of the Association.

This Article X may not be amended during the Development Period without the Declarant's prior written consent.

Section 10.2 **Architectural Review**. The Architectural Review Board (the "**ARB**") shall be responsible for administration of the Design Standards and the review of all applications for original construction and any modifications, additions, or alterations to existing improvements under this Article. The member(s) of the ARB may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board of Directors. The members of the ARB need not be Members of the Association or representatives of Members.

(a) **Appointment of ARB Members**. The ARB shall consist of at least two (2) and no more than three (3) persons. During the Development Period, the Declarant may elect to designate the Board to act as the ARB, in which case all references in the Governing Documents to the ARB shall be construed to mean the Board. There shall be no surrender of this election right prior to that time except in a written instrument in recordable form executed by Declarant and recorded in the Collin County Deed Records. Upon the expiration of such right, the Board shall appoint the members of the ARB, who shall serve and may be removed at the sole discretion of the Board, or, alternatively, the Board may elect to act as the ARB, in which case all references in the Governing Documents to the ARB shall be construed to mean the Board.

### Section 10.3 **Standards and Procedures**.

(a) **Design Standards and Procedures**. The initial design and development standards and application and review procedures (the "**Design Standards**") which shall be applicable to all construction activities within the Property are attached hereto as **Exhibit "D"** and incorporated by reference. Declarant shall have the sole and full authority to amend them during the Development Period unless Declarant assigns such right to the Board at an earlier time. Thereafter, the Board shall have the authority to amend the Design Standards. Any amendments to the Design Standards shall be prospective only and shall not apply or require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall

be no limitation on the scope of amendments to the Design Standards; Declarant or the Board, as appropriate, is expressly authorized to amend the Design Standards to remove requirements previously imposed or otherwise to make the Design Standards less restrictive. The Design Standards may contain general provisions applicable to all of the Property, as well as specific provisions which vary from one portion of the Property to another depending upon location and unique characteristics.

(b) **Procedures.** Except as otherwise provided in this Article, no Work shall commence on any Lot until an application for approval has been submitted to and approved by the **ARB IN WRITING**. Such application shall be in the form required by the ARB and shall include plans and specifications ("**Plans**") showing the site layout, structural design, exterior elevations, exterior materials and colors, signs, landscaping, drainage, lighting, irrigation, utility facilities layout and screening therefor, and other features of proposed construction, as applicable, and the name and contact information of the Builder and its major subcontractors. The ARB may require the submission of such additional information as it deems necessary to consider any application. The Plans shall be in such form and shall contain such information as may reasonably be required pursuant to the Design Standards. The ARB may permit a Builder to submit a standard set of plans and elevations for consideration and approval with respect to multiple Lots at one time.

(c) **Basis of Review.** In reviewing each submission, the ARB may consider (but shall not be limited to consideration of) visual and environmental impact, ecological compatibility, natural platforms and finished grade elevations, the quality of workmanship and design, harmony of external design with surrounding structures and environment, location in relation to surrounding structures and plant life, architectural merit and compliance with the general intent of the Design Standards, the general scheme of development for the Property, and any other aspect of construction, landscaping and property use that may affect the general value and appearance of the Property. The ARB may solicit comments on an application from Owners or Residents who may be affected by the proposed Work. If a building permit is required for the Work, the ARB may condition approval on the issuance of the appropriate permit. The issuance of a permit by a governmental body does not satisfy the approval requirements under this Declaration. Decisions of the ARB may be based on purely aesthetic considerations.

(d) **Time Period for Review.** A schedule and procedures outlining the specified Plans to be submitted at specific times shall be established by the ARB and may be set forth in the Design Standards. The ARB shall, within twenty-one (21) business days after receipt of the complete and final submission of Plans, advise the party submitting the same, in writing, at an address specified by such party at the time of submission of (i) the approval of Plans or (ii) the disapproval of Plans, specifying the segments or features of the Plans which are objectionable and suggestions, if any, for the curing of such objections. If the ARB fails to respond within twenty-one (21) business days after the actual date on which a complete and final (as determined by the ARB in its sole discretion) submission is received, the applicant may give the ARB written notice of such failure to respond, stating that, unless the ARB responds within fourteen (14) business days of receipt of such notice, approval of the matters submitted shall be presumed.

(e) **Appeal.** On or before ten (10) days after applicant's receipt of the ARB's

disapproval of Plans, the applicant may appeal the ARB's decision to the Board by delivering to the Association a written request for appeal. Upon the applicant's timely request for an appeal, the Board shall consider the appeal in executive session of the Board within thirty (30) days of the Association's receipt of the appeal. The applicant and/or its representative shall be given at least ten (10) days' notice of the session and shall be given a reasonable opportunity to be heard during the session. The Board may permit the ARB, Owners, builders, architects, engineers or similar professionals, to attend the session and/or provide information to assist the Board in discharging its duties hereunder. The applicant shall reimburse the Association for reasonable compensation paid by the Association to any such professional to attend or provide assistance to the Board in making a decision on an appeal hereunder. The Board shall make a decision on the appeal and notify the applicant of the Board's decision within ten (10) days of the conclusion of the session. If the Board fails to timely hold the session or to timely notify the applicant of the Board's decision, the matters which are the subject of the appeal shall be deemed approved.

(f) **Notice.** Notice shall be deemed to have been given at the time the envelope containing such notice, properly addressed and postage prepaid, is deposited with the United States Postal Service, registered or certified mail, return receipt requested. Personal or electronic delivery of such written notice shall also be sufficient and shall be deemed to have been given at the time of delivery or electronic transmission with verification of receipt.

(g) **Commencement and Completion of Work.** Unless otherwise agreed to by the Declarant and either the Owner or the Owner's Builder, construction of a Residence must commence within one-hundred and eighty (180) days from the date that the Declarant transfers title to the first Owner of the Lot, unless submission of Plans within such time is delayed due to causes beyond the reasonable control of the Owner, as determined in the sole discretion of the ARB. All work for which final Plans have been approved by the ARB shall be completed within one (1) year of commencement of construction or such shorter period as the ARB may specify in the notice of approval, unless completion within such time is delayed due to causes beyond the reasonable control of the Owner, as determined in the sole discretion of the ARB. If construction is not timely commenced or completed, the ARB may, in addition to any other remedies provided in the Governing Documents, require the re-submission of Plans prior to the continuation or commencement of construction.

(h) **Owner's Right to Build.** The fact that construction of a Residence may not commence or be completed for a period of months or years does not diminish or extinguish an Owner's right to construct a Residence or other improvements on a Lot. Neighboring Owners to a vacant Lot acquire no right to the continued existence of a vacant Lot during the period of inactivity.

Section 10.4 **No Waiver of Future Approvals.** The ARB's approval of any Plans for any Work done or proposed, or in connection with any other matter requiring the approval and consent of the ARB, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar Plans or other matters subsequently or additionally submitted for approval.

Section 10.5 **Variiances.** The ARB may authorize variances from compliance with the

Design Standards and any required procedures when circumstances such as topography, natural obstructions, hardship or aesthetic or environmental considerations so require. Such variances must be consistent with the overall objectives of the Design Standards as determined by the ARB in its sole discretion. Such variances shall not, however, (i) be effective unless in writing; (ii) be contrary to the restrictions set forth in this Declaration; (iii) adversely affect adjoining property (as determined by the ARB in its sole discretion); or (iv) estop the ARB from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not constitute hardships.

Section 10.6 **Limitation of Liability.** Review and approval of any application pursuant to this Article X is made on the basis of aesthetic considerations only, and the ARB shall not bear any responsibility for ensuring (i) structural integrity or soundness of approved construction or modifications, (ii) compliance with building codes and other governmental requirements, or (iii) conformity of quality, value, size or design among Lots. The ARB's approval of any Plans shall not be construed as representing, implying or covenanting that (i) any improvements will be built in accordance with the approved Plans; (ii) any improvements built in accordance with approved Plans are or will be built in a good and workmanlike manner or are or will be free from defects or problems; and (iii) approved Plans are complete, accurate or adequate, or satisfy applicable requirements of the City. **NEITHER THE DECLARANT, THE ASSOCIATION, THE BOARD, THE ARB, NOR MEMBER OF ANY OF THE FOREGOING, SHALL BE HELD LIABLE FOR ANY DEFECTS OR INADEQUACIES IN THE PLANS, THE FAILURE OF APPROVED PLANS TO COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE CITY, ANY DEFECTS IN OR INADEQUACIES WITH ANY IMPROVEMENTS CONSTRUCTED PURSUANT THERETO, INCLUDING, WITHOUT LIMITATION, ANY DRAINAGE OR FOUNDATION PROBLEMS, OR FOR ANY INJURY, DAMAGES OR LOSS ARISING OUT OF THE MANNER OR QUALITY OF APPROVED CONSTRUCTION ON OR MODIFICATIONS TO ANY LOT.**

Section 10.7 **Fees; Assistance.** The Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers or other professionals, although nothing shall be construed herein as requiring the review of applications by such professionals. Design review fees may be charged for each standard set of plans submitted by a Builder for multiple Lots.

Section 10.8 **Construction Deposit.** In order to insure an Owner's compliance with this Declaration, the Design Standards and the rules and regulations promulgated thereunder, each Owner of a Lot (other than Declarant) shall pay to the Association a construction deposit, in an amount established by the Board from time to time, upon the Owner's submission of final plans and specifications for the construction or modification of an improvement under this Article. This deposit is in addition to any such deposit required under a separate agreement between a Builder and Declarant. In the event the ARB disapproves of the final plans and specifications, the Association shall promptly return the construction deposit (less any outstanding plan review fees) to said Owner upon receipt of the Owner's written request to do so. If said plans and specifications are approved, the entire construction deposit shall be held by the Association until construction of

the improvement is completed in accordance with the approved plans as determined by the Board in its sole discretion. The Association shall release the construction deposit to the Owner, less any funds expended or reserved by the Association pursuant to this Section, within thirty (30) days of receipt of written notice from the Owner of completion of the improvement.

The Association may, without waiving any other remedy provided by this Declaration or by law, draw upon the construction deposit or withhold the release of the deposit as necessary to cover, among other things (i) any plan review fees; (ii) the cost or anticipated cost to repair damage to the Common Area caused by the Owner, his contractors, subcontractors, agents or employees; (iii) the cost or anticipated cost to perform the care, maintenance or repairs required to be performed by an Owner pursuant to this Declaration and any rules promulgated thereunder; (iv) the cost or anticipated cost to restore an Owner's Lot to a condition existing prior to the commencement of nonconforming work (including, without limitation, the demolition and removal of any unapproved or nonconforming improvement); and (v) monetary fines levied against the Owner for violations of the Governing Documents. If any part of the construction deposit is applied by the Association, the Owner shall, immediately upon demand, deposit with the Association a sum equal to the amount so applied in order to restore the construction deposit to its original amount.

Section 10.9 **Enforcement.** Any Work performed in violation of this Article X or the Design Standards shall be deemed nonconforming. Upon written request from the Board, the Declarant or the ARB, Owners shall, at their own cost and expense, cure such nonconforming Work or remove such structure or improvement and restore the Lot to substantially the same condition as existed before the nonconforming Work. Should an Owner fail to remove or restore as required hereunder, the Declarant, the Association or their designees, shall have the right to enter the Lot and remove or cure the violation. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the nonconforming Lot and collected as a Specific Assessment pursuant to **Section 9.4.**

In the event that any Person fails to commence and diligently pursue to completion all approved Work, Declarant or the Association shall be authorized, after providing notice and an opportunity to cure to the Owner, to enter upon the Lot and remove or complete any incomplete Work and to assess all costs incurred against the Lot and the Owner thereof as a Specific Assessment pursuant to **Section 9.4.**

In addition to the foregoing, the Association and Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article X and the decisions of the ARB.

Section 10.10 **Approved Builder Group and Approved Builder.**

(a) Only Builders who have qualified for inclusion into the Approved Builder Group may construct or build a Residence within the Property. In order to qualify for admission into the Approved Builder Group, the Builder must submit an application to the ARB and receive written approval from the ARB for inclusion or admission into the Approved Builder Group (a Builder who is a member of the Approved Builder Group is referred to in this Declaration as an

**"Approved Builder"**). Such application shall be in the form required by the ARB and shall include, without limitation, evidence that: (i) the Builder holds a current certificate of registration with the Texas Residential Construction Commission under Chapter 416 of the Texas Property Code; (ii) the Builder maintains a Master Builder Certification from the National Association of Homebuilders or its professional equivalent; (iii) the Builder is adequately insured; and (iv) the Builder has constructed and sold a minimum of five (5) homes valued at more than \$2,000,000.00. The Builder shall also be required to provide to the ARB the name, address and telephone numbers of its owners (if privately owned), or its principal officers (if publicly traded), at least three (3) client referrals and one (1) bank reference. The ARB may require the submission of such additional information as it deems necessary to consider an application as an Approved Builder. Status as an Approved Builder is non-transferable. In the event that the person or persons who own or have voting control of 50% or more of the Approved Builder at the time of admission to the Approved Builder Group cease to own or control the Approved Builder, the Approved Builder shall lose its status as an Approved Builder and must reapply to be eligible to construct Residences in the Property. In the event that the an Approved Builder has failed to obtain a building permit to construct a Residence within the Property within any consecutive twelve (12) month period, that Approved Builder's status as an Approved Builder shall be suspended until such time as the Builder applies for reinstatement by submitting such information as the ARB may require. If, for any reason, there is no Approved Builder Group in place or in existence, then no Builder may construct a Residence within the Property unless and until it has received written authorization from the ARB that it is considered an Approved Builder. If any Owner desires that a Builder other than a Builder in the Approved Builder Group construct a Residence: (i) the Owner and Builder must submit an application to the ARB for permission to construct a Residence; (ii) the Builder must then receive written approval or permission from the ARB to construct a Residence; and (iii) the Builder must meet any and all requirements set by the ARB.

In reviewing an application for Approved Builder status, the ARB may consider (but shall not be limited to consideration of), the Builder's financial stability, construction experience, years in business, professional licensing, professional awards and achievements, proven record of superior workmanship and quality of design, customer satisfaction, and commitment to warranty programs. The ARB's selection criteria may be based upon purely subjective considerations.

(b) Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration may be excluded by the Board from further construction activity within the Property. Any Approved Builder who fails to comply with the terms and provisions of this Declaration may lose its status as an Approved Builder and be excluded from the Approved Builder Group. In such event, the Association, its officers and directors shall not be held liable to any Person for exercising the rights granted by this Section.

(c) The ARB may remove an Approved Builder from the Approved Builder Group if the ARB determines, after notice and an opportunity for a hearing are provided to the Approved Builder, that the Approved Builder fails to meet the then existing requirements for admission into the Approved Builder Group, or the Approved Builder is in violation of the Governing Documents, including the failure to submit plans to the ARB for approval or the failure to construct improvements in accordance with approved plans. If removed from the Approved Builder Group,

the Builder may complete construction of any Residence for which construction had commenced, but shall not commence any new construction without the ARB's written approval.

Section 10.11 **Builder Performance**. Neither the Association, the ARB, the Declarant, nor any affiliate of the Declarant, as hereinafter defined, are a co-venturer, partner, agent, employer, stockholder or affiliate of any kind of or with any Builder, nor is any Builder an agent of the Declarant or an affiliate of the Declarant. Therefore, the Association, the ARB, the Declarant and affiliates of Declarant shall not be responsible for, or guarantors of, performance by any Builder of all or any of its obligations to any Owner pursuant to any contracts for the sale or construction of a Residence or otherwise. Neither the Association, the ARB, or the Declarant nor any affiliates of the Declarant has made, or have made, any warranty or representation with respect to performance by any Builder under any contract or otherwise.

Such Owner acknowledges and agrees that neither the Association, the ARB, the Declarant nor any affiliate of the Declarant share any liability or obligation to Owner, related to or arising out of any contract with a Builder or otherwise, by reason of any failure by a Builder fully and adequately to perform its obligations to Owner. Owner further acknowledges and agrees that Owner has not, in entering into any contract with a Builder, relied upon any representations, oral or written, of the Association, the ARB, the Declarant or any affiliate of the Declarant or any salesperson.

Section 10.12 **Notice of Violation**. To evidence any violation of the Governing Documents as to a particular Lot, the Board may file in the Deed Records of Collin County, Texas, a notice of violation setting forth (i) the violation, (ii) the name of the Owner and Lot, and (iii) a sufficient legal description of the Lot. Such notice shall be signed and acknowledged by an officer or duly authorized agent or attorney of the Association. The cost of preparing and recording such notice may be assessed against the non-conforming Lot and collected as a Specific Assessment pursuant to **Section 9.4**.

## **ARTICLE XI** **USE RESTRICTIONS**

Section 11.1 **General**. The Property shall be used only for single-family residential and related purposes (which may include, without limitation, an information center and/or a sales office for any real estate broker retained by Declarant to assist in the sale of any portion of the Property, offices for any property manager, or business offices for Declarant or the Association) consistent with the Governing Documents.

Section 11.2 **Occupants Bound**. All provisions of the Governing Documents which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests, and invitees of any Lot. Every Owner shall cause all occupants, guests, and invitees of his or her Lot to comply with the Governing Documents. Every Owner shall be responsible for all violations and losses to the Common Area or another Owner's Lot caused by such occupants, guests, and invitees, notwithstanding the fact that such Persons are fully liable and may be sanctioned for any such violation or loss. In addition to any other remedy available to the Association under the Governing Document or by law, the Association may deny, suspend or

restrict access to the Property by guests or invitees, including contractors and subcontractors, who violate the Governing Documents.

Section 11.3 **Signs**. Except for signs of the Declarant and the Association, no sign of any kind shall be displayed to the public view on the Common Area without the prior written approval of the ARB. No signs of any kind shall be displayed to the public view on a Lot except for the following: (i) one (1) sign of not more than five (5) square feet advertising a Lot for sale (for lease signs are strictly prohibited); (ii) signs used by the Declarant or by a Builder to advertise the Property during the Development Period, including entry, directional and advertising signs; (iii) political signs not exceeding four (4) feet by six (6) feet in size advertising a candidate or measure for an election (but no more than one such sign for each candidate or measure) provided that such signs are ground-mounted, and are not erected more than ninety (90) days in advance of the election to which they pertain and are removed within ten (10) days after the election, and do not violate any of the provisions of Section 259.002(d) of the Texas Election Code; and; (iv) personal signs indicating school affiliations, social events, birth announcements and similar type signs provided they are removed after a reasonable period of time following installation; and (v) two signs not exceeding one square foot in size each indicating that a Residence is monitored by a security company.

No sign may be displayed in a window of a Residence. The Association shall have the right to remove any sign, billboard or other advertising structure that does not comply with the Governing Documents or which, in the Board's sole discretion, are unsuitable for the community, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. If permission is granted to any Person to erect a sign upon the Common Area, the ARB reserves the right to restrict the size, color, lettering and placement of such sign. The Board and the Declarant shall have the right to erect signs as they, in their discretion, deem appropriate.

#### Section 11.4 **Parking and Prohibited Vehicles**.

(a) **Parking on Streets**. Parking on the streets overnight is prohibited. Without the ARB's prior written approval, the original garage area of a Lot may not be enclosed or used for any purpose that prohibits the parking of at least two (2) standard size operable vehicles therein. Garage doors are to be kept closed at all times except when a vehicle is entering or exiting. Except as provided in **Section 11.4(b)** below, vehicles must be parked in the garage or on the driveway.

(b) **Prohibited Vehicles**. Commercial vehicles, vehicles exceeding ½ ton, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, golf carts, stored vehicles, inoperable vehicles, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, shall be parked only in enclosed garages. Boats and other water craft, watercraft trailers and recreational vehicles may be parked on a Lot provided that they are completely screened from view from any other Lot, street or Common Area. For purposes of this Section, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days. For purposes of this Section, a vehicle shall be considered "inoperable" if it is obviously not capable of being operated as a vehicle or if it does not have current registration or

operating licenses. Notwithstanding the above, service and delivery vehicles may be parked in the Property for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Area. Any vehicle parked in violation of this Section or parking rules promulgated by the Board may be towed at the vehicle owner's expense.

Section 11.5 **Animals and Pets**. No animals, livestock or poultry of any kind shall be raised, bred or kept on any portion of the Property, except Declarant-approved livestock on Lot 9 and except dogs, cats or other usual and common domesticated household pets not to exceed the numbers as permitted by the ordinances of the City. Notwithstanding the above, those pets which are permitted to roam free or, in the sole discretion of the Board, endanger the health, make objectionable noise or constitute a nuisance or inconvenience to the occupants of other Lots shall be removed upon request of the Board. If the pet owner fails to honor such request, the Board may remove the pet. Dogs shall be kept on a leash or otherwise confined whenever outside the Residence or the enclosed portion of the Lot. The pet owner is responsible for the removal of his or her pet's waste from the Property in accordance with the City's ordinances. Structures designed to keep or contain pets, including dog houses, animal pens, dog runs and the like, must be placed in a location on the Lot that is not visible from outside the Lot.

Section 11.6 **Quiet Enjoyment**. Nothing shall be done or maintained on any part of a Lot which emits foul or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace, quiet, safety, comfort or serenity of the occupants of other Lots. There shall not be maintained any plants or animals or device or things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Property.

Section 11.7 **Unsightly or Unkempt Conditions**. All portions of a Lot outside of enclosed structures shall be kept in a clean and tidy condition at all times. Nothing shall be done, maintained, stored or kept outside of enclosed structures on a Lot which, in the determination of the Board, causes an unclean, unhealthy or untidy condition to exist or is obnoxious to the senses. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any part of the Property. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis and are conducted entirely within an enclosed garage.

No person shall dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances in any drainage ditch, street or gutter, or anywhere on the Common Area. Such materials shall not be disposed of on any portion of the Property without the prior permission of the owner thereof.

Section 11.8 **Antennas**. No exterior antennas, aerials, satellite dishes or other apparatus for the transmission of television, radio, satellite or other signals of any kind shall be placed, allowed or maintained upon any portion of the Property. Notwithstanding the foregoing (i) antennas or satellite dishes designed to receive video programming services via multi-point distribution services which are one (1) meter or less in diameter or diagonal measurement; (ii)

antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter; or (iii) antennas or satellite dishes designed to receive television broadcast signals [(i), (ii) and (iii) are collectively referred to as "Permitted Devices"] shall be permitted to be placed on a Lot provided that any such Permitted Device is placed in the least conspicuous location on the Lot at which an acceptable quality signal can be received and such Permitted Device is not visible from neighboring property or is screened from the view of adjacent Lots in a manner consistent with the Community-Wide Standard and the Design Standards.

Section 11.9 **Garbage Cans, Tanks, etc.** All garbage cans, above-ground storage tanks, mechanical equipment and other similar items on Lots shall be located or screened so as to be concealed from view of neighboring Lots, streets and property located adjacent to the Lot. All rubbish, trash and garbage shall be stored in appropriate containers approved pursuant to Article X. All rubbish, trash and garbage shall regularly be removed from the Property and shall not be allowed to accumulate. Garbage and trash cans may be placed at the curbside or other designated pickup location not more than twenty-four (24) hours prior to the pickup time and must be removed within twelve (12) hours after pickup.

Section 11.10 **Subdivision and Time Sharing.** No Lot shall be subdivided into two or more Lots, nor shall two or more Lots be combined into a single Lot, nor shall a Lot have its boundary lines changed after the subdivision plat has been approved and recorded except with the prior written approval of the Board. Declarant, however, hereby expressly reserves the right to subdivide, change the boundary line of and re-plat any Lot(s) owned by Declarant. Notwithstanding the combination of two or more Lots into a single Lot, the voting rights and the assessment obligation of the Owner of the combined Lot(s) shall be based upon the number of Lots originally comprising the Lot as shown on the original approved and recorded subdivision plat of the portion of the Property including such Lots.

No Lot shall be made subject to any type of timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Lot rotates among members of the program on a fixed or floating time schedule over a period of years.

Section 11.11 **Firearms.** The discharge of firearms and use of bows and arrows within the Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained in the Governing Documents, the Association shall not be obligated to take action to enforce this Section. Violations should be reported to the local police authorities.

Section 11.12 **Pools.** No above-ground swimming pools shall be erected, constructed or installed on any Lot. Jacuzzis, whirlpools, hot tubs or spas approved pursuant to Article X shall not be considered an above-ground pool for the purposes of this **Section 11.12.**

Section 11.13 **Irrigation.** No sprinkler or irrigation systems of any type installed by a Builder on a Lot shall be modified by a non-Builder Owner unless prior written approval has been received from the Board or its designee. Each Owner must install and maintain a central sprinkler system on his or her Lot to irrigate the front, side and rear yards of the Owner's Lot.

Section 11.14 **Tents, Sheds, Mobile Homes and Structures.** Except as otherwise

permitted by this Declaration, no tent, shack, mobile home, storage shed, greenhouse or similar structure, whether temporary or permanent, shall be placed upon a Lot in a location that is visible from outside the Lot. Party tents or similar temporary structures may be erected for a limited period of time for special events with prior written approval of the Board. Except as may be permitted by the Declarant or the ARB during initial construction within the Property, no thing or structure on a Lot may be occupied as a Residence at any time by any Person other than a structure which has been issued a Certificate of Occupancy by the City. This provision applies, without limitation, to the garage, mobile homes, campers, trailers, recreational vehicles, and storage sheds.

Section 11.15 **Grading, Drainage and Septic Systems**. No Person shall alter the grading or drainage of any Lot without prior approval pursuant to Article X of this Declaration. No Person other than Declarant may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers or storm drains. The Declarant hereby reserves for itself and the Association a perpetual easement across the Property for the purpose of altering drainage and water flow. However, the exercise of such an easement shall not materially diminish the value of or unreasonably interfere with the use of any adjacent property without the Owner's consent. Septic tanks and drain fields, other than those installed by or with the consent of the Declarant or required by the City, are prohibited within the Property.

Section 11.16 **Removal of Plants and Trees**. No trees or shrubs, except for those which are diseased or dead or create a safety hazard, shall be removed except by the Declarant or in strict compliance with the Design Standards. In the event of an intentional or unintentional violation of this section, the violator may be required by the ARB to replace the removed tree with one or more comparable trees of such size and number and in such locations as the ARB may determine necessary, in its sole discretion, to mitigate the damage.

Section 11.17 **Utility Lines**. No overhead utility lines, including lines for cable television, shall be permitted within the Property, except for temporary lines as required during construction and high voltage lines.

Section 11.18 **Air-Conditioning Units**. No window air-conditioning units may be installed in any Lot.

Section 11.19 **Lighting**. Except for traditional holiday decorative lights, which may be displayed for one (1) month prior to and one (1) week after any commonly recognized holiday for which such lights are traditionally displayed, all exterior lights must be approved in accordance with the Design Standards and Article X of this Declaration. Jellyfish and permanent holiday lights are prohibited.

Section 11.20 **Exterior Sculpture and Similar Items**. No artificial vegetation, permanent or temporary flagpoles, exterior sculpture, windmills, fountains, birdhouses, birdbaths, other decorative embellishments, or similar items, shall be permitted unless in compliance with Article X of this Declaration and the Design Standards unless (i) the item is expressly permitted by this Declaration, or (ii) the item is placed within a fenced yard, the item is no taller than the fence, and the fence blocks the view of the item at eye level.

Section 11.21 **Flags**. An Owner or Resident may display: (i) the flag of the United States of America; (ii) the flag of the State of Texas; or (iii) an official or replica flag of any branch of the United States armed forces (collectively, a "**Permitted Flag**"). An owner may only display a Permitted Flag if such display meets the following criteria: (i) a flag of the United States must be displayed in accordance with 4 U.S.C. Sections 5-10; (ii) a flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code; (iii) a flagpole attached to a Residence or a freestanding 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 Residence; (iv) the display of a flag or the location and construction of the supporting flagpole must comply with applicable zoning ordinances, easements and setbacks of record; (v) a displayed flag and the flagpole on which it is flown must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed.

In addition to the foregoing, the following additional restrictions on the display of flags on an Owner's Lot shall apply: (i) an Owner may not install a flagpole which is greater than twenty feet (20') in height; (ii) an Owner may not install more than one flagpole on the Owner's Lot; (iii) any flag displayed must not be greater than 3' x 5' in size; (iv) an Owner may not install lights to illuminate a displayed flag which, due to their size, location or intensity, constitute a nuisance; (v) an Owner may not locate a displayed flag or flagpole on property that is: (a) owned or maintained by the Association; or (b) owned in common by the Members of the Association.

Prior to erecting or installing a flag and/or flagpole, an Owner must first submit plans and specifications to and receive the written approval of the ARB. The plans and specifications must show the proposed location, material, size and type of such flag and flagpole (and all parts thereof, including any lights to illuminate a displayed flag). No other type of flag, pennant, banner, kite, or similar items of display is permitted on a Lot if the display is visible from a street or Common Area.

Section 11.22 **Religious Displays**. An Owner or Resident may not display or affix a religious item on the Owner's or Resident's Lot or Residence which: (i) threatens the public health or safety; (ii) violates a law other than a law prohibiting the display of religious speech; (iii) contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content; (iv) violates any applicable building line, right-of-way, setback, or easement; or (v) is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture. An Owner or Resident may not display or affix a religious item on property owned or maintained by the Association. Notwithstanding the foregoing, in displaying a religious item, an Owner or Resident may not use a material or color for the Owner's or Resident's Residence or make an alteration to the Lot or Residence without the prior written approval of the ARB.

Section 11.23 **Playground and Recreational Equipment**. No jungle gyms, swing sets, basketball hoops or backboards, playground equipment, tennis courts or such other recreational equipment shall be erected or installed on any Lot unless in compliance with Article X of this Declaration and the Design Standards. Any temporary basketball hoops or backboards permitted by the Board must be stored out of sight of neighboring property when not in use. Any playground or other play areas or equipment erected within the Property shall be used at the risk of the user.

The Association shall not be held liable to any Person for any claim, damage or injury occurring thereon or related to use thereof.

Section 11.24 **Fences.**

(a) **Height and Location.** The height of fences must not exceed 6 feet.

(b) **Transitions.** Fences that adjoin or connect must appear to be the same height or must be designed and constructed with transitions between the differing heights to reduce the appearance and effect of the height change.

(c) **Finish Side “Out”.** All fences that are visible from a street, a Common Area, or a neighboring development must have a “finished side” appearance on the outward face of the fence.

(d) **Condition.** Each Owner must maintain the fences and gates on his or her Lot in a condition and appearance that is standard for the neighborhood.

(e) **Permitted Materials.** Fences must be made of the style, quality, color and type that are standard for the Property, or made of another ARB-approved material. Barbed wire and chain link fencing are prohibited. Railroad ties may not be used for a retaining wall.

(f) **Fence Color.** All fence colors must be approved by the ARB.

(g) **Uniformity.** Notwithstanding anything to the contrary in any instrument pertaining to the Property or elsewhere in this Declaration, the ARB may require that all fences along a particular stretch within the Property, such as along or visible from a road or Common Area, be uniform in height, color, material, and appearance, including use of a particular color. Further, the ARB may require certain treatments for transitions between fences and at changes in grade or elevation.

(h) **Fences Along Common Area.** Declarant reserves the right for itself and for the ARB to establish and publish detailed specifications for fences on or along the sides of Lots that abut Common Area within the Property. If no such specifications are published, the fences will be black ornamental metal fencing.

(i) **Fences on Lots Abutting Lakes.** Declarant reserves the right for itself and for the ARB to establish and publish detailed specifications for fences on or along the sides of Lots that abut a lake, pond or stream within the Property. If no such specifications are published, fences are not permitted along the portion of the Lot abutting the lake, pond, or stream. Fences along the side or rear boundary line of a Lot that abuts a lake, pond, or stream must be black ornamental metal fencing.

(j) **Fences By Declarant or Builder.** The ARB may authorize variations of this Section’s requirements for fences constructed by the Declarant or by Builders in connection with new home construction during the Development Period. Any fence installed by Declarant is

deemed to have been approved by the ARB.

(k) **Security Fences**. Security fences must comply with the fence types(s) permitted by the Design Standards. No such fence may obstruct (i) a license area, as defined by a written license agreement or plat, (ii) a sidewalk in the public right-of-way or otherwise installed for public or community use; or (iii) a drainage easement or drainage area. Except as otherwise allowed by law, no such fence may be installed in front of the front-most building line of a Residence. Driveway gates must be set back at least 20 feet from the edge of the adjacent street pavement.

Section 11.25 **Business Use**. No business, trade or similar activity may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot 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 Lot, (ii) the business activity conforms to all zoning requirements for the Property and is ancillary to the primary use of the home as a residence, (iii) the business activity does not noticeably increase the level of vehicular or pedestrian traffic or the number of vehicles parked in the Property, (iv) the business activity does not involve door-to-door solicitation of residents of the Property, and (v) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board.

The terms "business" and "trade" as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (i) such activity is engaged in full or part time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

Notwithstanding the above, the leasing of a Lot in compliance with **Section 11.26** of this Declaration shall not be considered a business or trade within the meaning of this Section. The Association may also adopt Rules regarding the use of a Lot for garage sales, yard sales, estate sales, rummage sales and/or similar temporary sales activities, including Rules limiting the frequency, location, and signage relating to such activities. Sales activities that are conducted in accordance with such Rules shall not be considered a business or trade within the meaning of this Section.

This Section shall not apply to any activity conducted by the Declarant or a Builder approved by the Declarant with respect to its development and sale of the Property or its use of any Lots which it owns within the Property.

Section 11.26 **Leasing of Lots**. "Leasing", for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument.

All Leases shall be in writing. No Residence shall be leased for a term of less than twelve

(12) full consecutive calendar months, except with the prior written consent of the Board. No lease shall be for less than the entire Residence. Owners may not list their Residence for lease on short-term rental websites such as www.airbnb.com, www.vrbo.com, www.homeaway.com, or other vacation or short-term rental website. There shall be no subleasing of Lots or assignment of leases unless prior written approval is obtained from the Board.

Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Governing Documents. In the event of a tenant's violation of the Governing Documents, the Owner is responsible for his or her tenant's compliance. If the Owner fails or refuses to enforce his or her tenant's compliance, the Association may pursue the remedies of a landlord under the lease and state law for the default, including eviction of the tenant. The Owner is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Governing Documents against the Owner's tenant. The Board may adopt reasonable rules regulating leasing and subleasing.

Section 11.27 **Laws and Ordinances**. Every Owner and occupant of any Lot, their guests and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Property. Any violation may be considered a violation of this Declaration. However, the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

Section 11.28 **Single Family Occupancy**. No Residence shall be occupied by more than a single family. For purposes of this restriction, a single family shall be defined as any number of persons related by blood, adoption or marriage living with not more than one person who is not so related as a single household unit, or no more than two persons who are not so related living together as a single household unit, and the household employees of either such household unit; provided, however, that nothing herein shall be interpreted to restrict the ability of one or more adults meeting the definition of a single-family from residing with any number of persons under the age of eighteen (18) over whom such persons have legal authority.

Section 11.29 **Window Treatments**. All window treatments within a Residence that are visible from the street or another Residence must be maintained in good condition and must not detract from the appearance of the Property. The ARB may require an Owner to change or remove a window treatment that the ARB determines to be inappropriate or unattractive. The ARB may prohibit the use of certain colors or materials for window treatments.

Section 11.30 **On-Site Fuel Storage**. No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Property. However, up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

Section 11.31 **Standby Electric Generators**. All installations of a standby electric generator (the "**device**") must be approved prior to installation by the ARB pursuant to Article X of the Declaration. If the proposed device and installation meets or exceeds the requirements set

forth as follows, such installation and continued operation of the device shall be approved: (i) the device and installation complies with all manufacturer's specifications and all applicable governmental health, safety, electrical and building codes; (ii) all electrical, plumbing and fuel line connections must be installed by licensed contractors; (iii) all electrical connections must be installed in accordance with applicable governmental health, safety, electrical and building codes; (iv) all natural gas, diesel fuel, biodiesel fuel or hydrogen fuel line connections must be installed in accordance with applicable governmental health, safety, electrical and building codes; (v) all liquefied petroleum gas fuel line connections must be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical and building codes; (vi) nonintegral standby electric generator fuel tanks must be installed and maintained to comply with applicable municipal zoning ordinances and governmental health, safety, electrical and building codes; (vii) the standby electric generator and its electrical lines and fuel lines must be maintained in good condition; (viii) the Owner must timely repair, replace or remove any deteriorated or unsafe component of a standby electric generator, including electrical or fuel lines; (ix) the device must be screened from view if the generator is visible from the street faced by the Residence, located in an unfenced side or rear yard of a residence and is visible either from an adjoining residence or from adjoining property owned by the Association, or located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the Association; (x) all devices must be installed in the side or rear yard of a residence and may not be installed in the front yard of a residence or closer to the street than the corner of the residence located nearest the standby electric generator, unless such location will increase the cost of installing the device by more than ten (10%) or increase the cost of installing and connecting the electrical and fuel lines for the device by more than twenty percent (20%); (xi) devices may not be installed on property that is owned or maintained by the Association or owned in common by the Association's members.

Periodic testing of standby electric generators may be performed between the hours of 8:00 a.m. and 6:00 p.m., or at such other time as may be approved by the Board of Directors in accordance with the manufacturer's recommendations. Standby electric generators may not generate all or substantially all of the electrical power to a residence, except when utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility services to the residence.

Section 11.32 **Rain Barrels**. An owner may not install a rain barrel or rainwater harvesting system if (i) such device is to be installed in or on property owned by the Association, owned in common by the Members of the Association, or located between the front of the Owner's Residence and an adjoining or adjacent street; or (ii) the barrel or system is of a color other than a color consistent with the color scheme of the owner's home or displays any language or other content that is not typically displayed by such a barrel or system as it is manufactured.

The Association may regulate the size, type, and shielding of, and the materials used in the construction of, a rain barrel, rainwater harvesting device, or other appurtenance that is located on the side of a house or at any other location that is visible from a street, another Lot, or a Common Area if the restriction does not prohibit the economic installation of the device or appurtenance on the Owner's property and there is a reasonably sufficient area on the Owner's property in which

to install the device or appurtenance.

In order for the Association to enforce these regulations against an Owner, an Owner must receive written approval from the ARB prior to installing any rain barrel or rainwater harvesting system. Accordingly, prior to installation, an Owner must submit plans and specifications to and receive the written approval of the ARB. The plans and specifications must show the proposed location, color, material, shielding devices, size and type of such system or device (and all parts thereof). The plans should also identify whether the device or any part thereof will be visible from any street, another Lot or Common Area.

Section 11.33 **Roofing Materials**. The Association shall not prohibit an Owner who is otherwise authorized to install shingles on the roof of the Owner's property from installing shingles that (i) are designed to be wind and hail resistant, provide heating and cooling efficiencies greater than those provided by customary composite shingles, provide solar generation capabilities; and (ii) when installed resemble the shingles used or otherwise authorized for use on property in the subdivision, are more durable than and are of equal or superior quality to the shingles described by subsection (i) above, and match the aesthetics of the property surrounding the Owner's property.

Section 11.34 **Solar Energy Devices**. An Owner may not install a solar energy device that: (i) as adjudicated by a court threatens the public health or safety or violates a law; (ii) is located on property owned or maintained by the Association; (iii) is located on property owned in common by the Members of the Association; (iv) is located in an area on the Owner's property other than on the roof of the home or of another structure allowed under a dedicatory instrument; or in a fenced yard or patio owned and maintained by the Owner; (v) if mounted on the roof of the home extends higher than or beyond the roofline; is located in an area other than an area designated by the Association, unless the alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the device if located in an area designated by the Association; does not conform to the slope of the roof and has a top edge that is not parallel to the roofline; or 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; (vi) if located in a fenced yard or patio, is taller than the fence line; as installed, voids material warranties; or was installed without prior approval by the ARB.

Section 11.35 **Xeriscaping**. Owners must receive written approval from the ARB prior to planting any landscaping or turf. Accordingly, an Owner must submit plans and specifications to and receive the written approval of the ARB. The plans and specifications must show the proposed location and plant material to be installed. In reviewing the plans, the Association may consider the harmony in light of the appearance of other property in the community but may not unreasonably determine that the proposed installation is aesthetically incompatible with other landscaping in the community. Owners may install drought-resistant landscaping and water-conserving natural turf with the prior written approval from the ARB. Owners may install artificial grass or other synthetic landscaping material (i.e. "AstroTurf") with the prior written approval of the ARB. The Association may restrict the type of turf used by an Owner in the planting of new turf to encourage or require water-conserving turf. The installation of drought-

resistant landscaping or water-conserving natural turf does not relieve the Owner of the yard and landscaping maintenance restrictions contained in the Association's governing documents, including the Declaration and any rules or regulations adopted by the Board.

Section 11.36 **Security Measures**. An Owner may not install a security camera in any location other than the Owner's own Lot. Any and all perimeter fencing must comply with all covenants, conditions, restrictions and requirements contained in the Association's Governing Documents, including, but not limited to restrictions related to size, height, color, and material. Owners must submit plans to and obtain the prior approval of the ARB where applicable before constructing or installing any perimeter fence.

## **ARTICLE XII** **EASEMENTS**

Section 12.1 **Easements of Encroachment**. There shall be reciprocal appurtenant easements of encroachment and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Area and between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of the Person claiming the benefit of such easement.

Section 12.2 **Easements for Utilities, etc.** There are hereby reserved unto Declarant, during the Development Period, and to the Association and the designees of each (which may include, without limitation, the City, and any utility) access and maintenance easements upon, across, over and under all of the Property (but not through a structure) to the extent reasonably necessary for the purpose of replacing, repairing and maintaining cable systems, fiber-optic systems, security and similar systems, roads, walkways, drainage systems, street lights, signage and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas and electricity and for the purpose of installing any of the foregoing on property which it owns or within easements designated for such purposes on recorded plats of the Property. Notwithstanding anything to the contrary herein, these easements shall not entitle the holders to construct or install any of the foregoing systems, facilities or utilities over, under or through any existing Residence on a Lot and any damage to a Lot resulting from the exercise of these easements shall promptly be repaired by, and at the expense of, the Person exercising these easements. The exercise of these easements shall not unreasonably interfere with the use of any Lot.

Without limiting the generality of the forgoing, there are hereby reserved for the local water supplier, electric company, and natural gas supplier easements across all the Common Area for ingress, egress, installation, reading, replacing, repairing and maintaining utility meters and boxes. However, the exercise of this easement shall not extend to permitting entry into the Residence on any Lot. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the Property except as may be approved by the Board or as provided by Declarant.

Section 12.3 **Right of Entry**. The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security and safety reasons, to perform maintenance pursuant to Article V hereof, and to inspect for the purpose of ensuring compliance with the Governing Documents. Except in an emergency situation (i.e. imminent damage to or loss of life or property), entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter upon a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Board, but shall not authorize entry into any Residence without permission of the Owner except by emergency personnel acting in their official capacities. The easement granted hereunder shall not create an obligation or duty on the part of Declarant or the Association to provide for the safety or security within the Property. In exercising this easement right, neither the Declarant nor the Association shall be liable to the Owner for trespass.

Section 12.4 **Easement for Entry Features**. The Association is hereby granted a perpetual easement (the "**Entry Feature Easement**") over each Lot that abuts or contains a portion of the Property's formal entrances, for the purposes stated in this **Section 12.4**, regardless of whether or how the Plat shows the easement or entry features.

(a) **Entrance Lots**. On recording of this Declaration, Declarant burdens any Lots on which the formal entrances are located with the Entry Feature Easement.

(b) **Purpose of Easement**. The purpose of the Entry Feature Easement is to provide for the existence, repair, improvement, and replacement of the Property's formal entrances, to be maintained by the Association as a Common Area. In exercising this easement, the Association may construct, maintain, improve, and replace improvements reasonably related to the entrance of a residential subdivision, including: screening walls; fences and/or berms; planter beds; landscaping and plant material; electrical and water meters and equipment, including light fixtures and sprinkler systems; and signage related to the Property.

(c) **Rights Reserved**. The Owners of the Lots burdened by this easement will have the continual use and enjoyment of their respective Lots for any purpose that does not unreasonably interfere with or prevent the Association's use and easement rights hereunder.

(d) **Temporary Easement**. In addition to the easement granted herein, the Association has the temporary right, from time to time, to use as much as the surface of the burdened Lot as may be reasonably necessary for the Association to perform its contemplated work on the easement.

(e) **Duration, Termination & Assignment of Easement**. This easement is perpetual. This easement will terminate, if at all, if and when the purpose of the easement ceases to exist, is abandoned by the Association, or becomes impossible to perform. The Association may unilaterally assign this easement, or any portion thereof, to the City if the City agrees to accept the assignment.

Section 12.5 **Easements for Certain Owners**. There is hereby reserved to each Lot reciprocal appurtenant easements for access over, across and upon the adjacent Lot (exclusive of

Residences) and the adjacent Common Area for the construction, maintenance and repair of Residences or party structures to a distance of not more than five feet (5'), as measured from any point on the common boundary along a line perpendicular to such boundary. The use of said easement by an Owner shall not exceed a total of thirty (30) days each year for maintenance unless approved in writing by the Board. Any landscaping or irrigation systems damaged by the Owner during the construction, maintenance or repair of his or her residential Residence or party structure shall be repaired or replaced, if necessary, at the expense of the Owner causing such damage. If the Owner fails properly to perform such repairs or replacements, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a Specific Assessment in accordance with **Section 9.4**. However, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when immediate entry is required due to an emergency situation.

There is also hereby reserved to each Lot reciprocal appurtenant easements of encroachment over, across and upon the adjacent Lot and adjacent Common Area for water drainage from the roof of the Residences or other structures. Owners shall not attach any object to a Residence of an adjacent Lot or disturb the grading of the area located between the adjacent Residences or otherwise act with respect to such area in any manner which would damage the adjacent Lot. In the event of a dispute arising out of the rights and obligations created under this **Section 12.5**, the parties agree to resolve the dispute in accordance with **Section 5.5(e)**.

Section 12.6 **Construction and Sale Period Easement**. Notwithstanding any provisions contained in the Governing Documents, until expiration of the Development Period, Declarant reserves an easement across the Property for Declarant and any Builder to maintain and carry on, upon such portion of the Property as Declarant may reasonably deem necessary, such facilities and activities as, in the sole opinion of the Declarant, may be reasonably required, convenient or incidental to the construction, completion, management, maintenance, leasing, marketing or sale of such Lots including, but not limited to, parking areas, temporary buildings, temporary fencing, portable toilets, storage areas, dumpsters, trailers, commercial vehicles of every type, business offices, signs, sales offices and model Residences.

Section 12.7 **Easement to Inspect and Right to Correct**. During the Development Period, Declarant reserves for itself and Builders, and their respective employees, agents and representatives, the right to inspect, monitor, test, redesign, correct, relocate, and replace any structure, improvement, material, or condition that may exist on any portion of the Property, including the Lots, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise this right. Any damage to a Lot resulting from the exercise of these easements shall promptly be repaired by, and at the expense of, the Person exercising these easements.

Section 12.8 **Easements to Serve Additional Property**. The Declarant hereby reserves for itself and its duly authorized agents, representatives, employees, successors, assigns, licensees and mortgagees, an easement over the Common Area for the purposes of enjoyment, use, access and development of adjoining property, whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such

property. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development of such property. Declarant further agrees that if the easement is exercised for permanent access to such property and such property or any portion thereof is not made subject to this Declaration, the Declarant, its successors or assigns shall enter into a reasonable agreement with the Association to share the cost of maintenance of any access roadway serving such property.

Section 12.9 **Easement for Access**. The Declarant hereby creates a perpetual, nonexclusive easement for access, ingress and egress over the streets within the Common Area, for law enforcement, fire-fighting, paramedic, rescue and other emergency vehicles, equipment and personnel; for school buses; for U.S. Postal Service delivery vehicles and personnel; for other government employees in pursuit of their official duties; and for vehicles, equipment and personnel providing utility service or garbage collection service to the Property; provided, such easement shall not authorize any such Persons to enter the Property except while acting in their official capacities. The existence of this easement shall not preclude the Association from maintaining gates or other devices or systems designed to limit general vehicular access to the Property, provided that the Association at all times maintains systems and/or procedures to permit the entry of Persons authorized to exercise the easements granted in this Section without unreasonable interference or delay.

### **ARTICLE XIII DECLARANT'S RIGHTS**

Section 13.1 **General**. Without limiting the rights of the Declarant as otherwise provided by the Governing Documents, the Declarant shall have the following additional rights as Declarant, exercisable at Declarant's sole discretion, at any time during the Development Period:

(a) **Changes to Development Plan**. Declarant may modify from time to time the development plan applicable to the Property to respond to changes or perceived changes in the marketplace, subject to the approval requirements of any governmental agency. Such changes may include, without limitation, (i) changes to the size, dimensions, and configurations of Lots and streets; (ii) changes to the minimum dwelling size; (iii) changes to building setback requirements; (iv) changes to the initial design and construction standards; and (v) changes to any other feature of the Property.

(b) **Construction Activities**. Declarant and Builders authorized by Declarant in writing may construct and maintain and carry on upon portions of the Common Area, or upon Lots owned by Declarant or a Builder, such facilities and activities as, in the sole opinion of the Declarant, may be reasonably required, convenient or incidental to the construction, completion, management, maintenance, leasing, marketing or sale of such Lots, including, but not limited to, parking areas, temporary buildings, temporary fencing, portable toilets, storage areas, dumpsters, trailers, commercial vehicles of every type, business offices, signs, sales offices and model Residences. Declarant and authorized Builder(s) shall have easements for access to and use of such facilities.

(c) **Marketing Activities.** Declarant may require its approval (which may not be unreasonably withheld) of all documents and materials used by a Builder in connection with the development and sale of Lots and Residences, including, without limitation, promotional materials, deed restrictions, forms for deeds, Lot sales and Lot closings. Declarant reserves for itself an easement and right to place, maintain, locate, relocate, replace, remove or install from time to time signs, banners, flags, display lighting, potted plants, exterior decorative items, seasonal decorations, temporary window treatments, and seasonal landscaping on the Property, including items and locations that may be prohibited to other Owners and Residents, for the purposes of promoting, identifying, and marketing the Property, Declarant's homes, lots, developments or other products located outside the Property. Declarant also reserves the right to sponsor marketing events—such as open houses, MLS tours, and broker parties—at the Property, including the recreational facilities, to promote the sale of Lots and Residences. Declarant further reserves (i) the right to permit Builders to place signs and promotional materials on the Property; and (ii) the right to exempt Builders from the sign restriction in this Declaration, subject to the Declarant's right to approve all such signs and materials in advance or to remove those signs or materials that have not been approved or are objectionable to the Declarant.

(d) **Builder Approval.** Declarant reserves the right to determine and change from time to time the minimum qualifications of Builders who are eligible to construct homes and other original improvements on a Lot. Declarant may refuse to allow a Builder to construct a home in the Property if the Builder fails to meet the minimum qualifications set by the Declarant, or Declarant may disqualify a Builder who was previously approved as a Builder from constructing additional homes in the Property if the Builder is no longer eligible under the qualifications, or if the Builder has violated the Governing Documents. Prior to the commencement of Work on a Lot, a Builder must submit an application in writing to the Declarant for eligibility as a Builder and the Declarant must approve of the Builder's eligibility in writing. Declarant has the right to limit the number of eligible Builders constructing Residences in the Property at any given time.

(b) **Use of Name of Development.** No Person shall use the name "Wildflower Estates" or any derivative of such name in any printed or promotional material without Declarant's and the Board's prior written consent. However, Owners and Builders may use the name "Wildflower Estates" in printed or promotional material where such term is used solely to specify that particular property is located within the Property and the Association shall be entitled to use the name "Wildflower Estates" in its name.

Section 13.2 **Additional Covenants.** No Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Property without Declarant's review and written consent. Any attempted recordation without compliance herewith shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the public records.

Section 13.3 **Assignment.** Any or all of the Development Period Rights and obligations of the Declarant set forth in the Governing Documents may be transferred, in whole or in part, temporarily or permanently, to other Persons; provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in the Governing Documents. Furthermore,

no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the County Clerk Official Records of Collin County, Texas.

## **ARTICLE XIV** **DISPUTE RESOLUTION**

### Section 14.1 **Consensus for Association Action.**

(a) Except as provided in this Article, the Association may not commence a judicial or administrative proceeding without the approval of at least a majority of the Class "A" Members who are present and voting at a duly called meeting of the Association and the consent of the Declarant, if any. This Article shall not apply, however, to (i) actions brought by the Association to enforce any of the Governing Documents (including, without limitation, the foreclosure of liens); (ii) the imposition and collection of Assessments; (iii) actions brought by the Association to enforce a contract against a contractor, vendor, or supplier of goods or services to the Association; (iv) proceedings involving challenges to *ad valorem* taxation; (v) counterclaims, cross-claims or other challenges brought by the Association in proceedings instituted against the Association, including condemnation proceedings; and (vi) actions to obtain a temporary restraining order or equivalent emergency relief when circumstances do not provide the Board with sufficient time to seek and obtain the prior consents of Owners.

(b) The Association may not commence a judicial or administrative proceeding against the Declarant, the Class "B" Member, or a Declarant-appointed officer or director of the Association, without the approval of at least seventy-five percent (75%) of the Class "A" Members who are present and voting at a duly called meeting of the Association. Prior to the Association or any Member commencing any proceeding to which Declarant is a party, including but not limited to an alleged defect of any improvement, Declarant shall have the right to be heard by the Board, or the particular Member, and to access, inspect, correct the condition of, or redesign any portion of any improvement as to which a defect is alleged or otherwise correct the alleged dispute.

(c) The Association may unilaterally negotiate, settle or compromise any legal or administrative proceeding, and may execute any documents related thereto, including settlement agreements and releases of claims.

### Section 14.2 **Alternative Method for Resolving Disputes.**

Declarant, its officers, directors, employees and agents; the Association, its officers, directors and committee members; all Persons subject to this Declaration; and any person not otherwise subject to this Declaration who agrees to submit to this Article (each such entity being referred to as a "**Bound Party**") agree to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit those claims, grievances or disputes described in **Section 14.3** (collectively, "**Claims**") to the procedures set forth in **Section 14.4**.

Section 14.3 **Claims.**

Unless specifically exempted below, all Claims between any of the Bound Parties regardless of how the same might have arisen or on what it might be based including, but not limited to Claims (a) arising out of or relating to the interpretation, application or enforcement of the Governing Documents or the rights, obligations and duties of any Bound Party under the Governing Documents; (b) relating to the design or construction of improvements; or (c) based upon any statements, representations, promises, warranties, or other communications made by or on behalf of any Bound Party shall be subject to the provisions of **Section 14.4.**

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of **Section 14.4:**

(a) any Claim by the Association against any Bound Party to enforce the provisions of Article IX;

(b) any suit by the Association or Declarant to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to act under and enforce the provisions of Articles X or XI, or the Declarant's ability to exercise any right granted to the Declarant under the Governing Documents, including, without limitation, any Development Period Right;

(c) any suit between or among Owners, which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents; and

(d) any suit in which any indispensable party is not a Bound Party.

Section 14.4. **Mandatory Procedures.**

(a) **Notice.** Any Bound Party having a Claim ("**Claimant**") against any other Bound Party ("**Respondent**") (the Claimant and Respondent referred to herein being individually, as a "**Party**", or, collectively, as the "**Parties**") shall notify each Respondent in writing (the "**Notice**"), stating plainly and concisely:

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

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

(iii) the proposed remedy; and

(iv) the fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

(b) **Negotiation and Mediation.**

(i) The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in negotiation.

(ii) If the Parties do not resolve the Claim within thirty (30) days after the date of the Notice (or within such other period as may be agreed upon by the Parties) ("**Termination of Negotiations**"), Claimant shall have to days to submit the Claim to mediation under the auspices of a mediation center or individual on which the parties mutually agree. The mediator must have at least five (5) years of experience serving as a mediator or an elected judge unless both parties agree to waive these requirements.

(iii) If Claimant does not submit the Claim to mediation within such time, or does not appear for mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

(iv) Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation, or within such other time as determined by the mediator or agreed to by the Parties, the mediator shall issue a notice of termination of the mediation proceedings ("**Termination of Mediation**"). Thereafter, Claimant may file or initiate administrative proceedings on the Claim, as appropriate.

Each Party shall bear its own costs of the mediation, including attorneys' fees, and each Party shall share equally all charges rendered by the mediator. If the Parties agree to a resolution of any Claim through negotiation or mediation in accordance with **Section 14.4** and any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in **Section 14.4**. In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement, including, without limitation, attorneys' fees and court costs.

**ARTICLE XV**  
**RIGHT OF FIRST REFUSAL; REGISTRATION**

Section 15.1 **Right of First Refusal.** **THE PROVISIONS OF THIS SECTION ONLY APPLY TO UNIMPROVED LOTS AND DO NOT APPLY WHATSOEVER TO ANY LOT ON WHICH THERE IS A COMPLETED RESIDENTIAL DWELLING.** In order that the Declarant and the ARB may more effectively and carefully guide, control, coordinate and monitor the construction of residential dwellings within the Property, prior to the

commencement and completion (as determined by the ARB) of a residential dwelling and its appurtenant landscaping on a Lot, no Lot Owner (excluding the Declarant) may sell, transfer, lease, rent, devise, give, assign or in any other manner dispose of a fee or undivided fee interest in such Lot without first offering such fee interest to the Declarant, or otherwise obtaining the express written approval of the Declarant, in the manner hereinafter provided.

(a) Any Lot Owner intending or proposing to sell, transfer, lease, rent, devise, give, assign or in any other manner dispose of a fee or undivided fee interest in a Lot (any and all such manners of disposition being referred to or considered hereinafter for convenience as “sale” or “sell”) shall give written notice to the Declarant of such intention or proposal together with the terms and conditions of the sale and the name and address of the intended or proposed purchaser and such other information as the Declarant may reasonably require in connection with such transaction. The issuance of such notice to the Declarant shall constitute a warranty and representation by such Lot Owner that the proposal and purchaser are bona fide in all respects.

(b) Declarant shall, upon receipt of the notice described above, have the exclusive right and option, exercisable at any time during a period of thirty (30) days from the receipt of said notice, to purchase or acquire the subject Lot at the same price and on the same terms and conditions as set forth in the sale from the Declarant to the Lot Owner.

(c) If Declarant does not elect to exercise its first refusal option right hereunder, the Lot Owner shall be so notified in writing and shall be free to proceed with the sale of the Lot upon the terms and conditions, and with the same purchaser, as set forth in the notice theretofore given to the Declarant. However, the contractual arrangements with the third-party purchaser must be made strictly upon the terms and conditions and with the person or entity described in the notice theretofore given to Declarant, and any proposed arrangement with a different person or entity or upon changed terms and conditions shall be subject to the same first refusal option right and the same notice requirements set forth above.

**FROM AND AFTER THE DATE OF COMPLETION (AS DETERMINED BY THE ARB) OF A RESIDENTIAL DWELLING AND ITS APPURTENANT LANDSCAPING, SUCH LOT, AND THE OWNER THEREOF SHALL NO LONGER BE BURDENED BY THE FOREGOING FIRST REFUSAL RIGHT. ANY PERSON OR ENTITY HAVING A BONA FIDE INTEREST IN ANY LOT IS ENCOURAGED TO SEEK AND OBTAIN A CERTIFICATE FROM THE ARB VERIFYING THE STATUS OF COMPLETION OF A DWELLING ON A SUBJECT LOT OR, ALTERNATIVELY, A CERTIFICATE FROM THE DECLARANT AND/OR ASSOCIATION CONCERNING THE FIRST REFUSAL RIGHT PROVIDED FOR HEREIN. A REASONABLE CHARGE FOR EXECUTING AND DELIVERING ANY CERTIFICATES MAY BE CHARGED AND COLLECTED BY THE ARB AND/OR THE ASSOCIATION.**

Section 15.2 **Registration with the Association.** In order that the Declarant and the Association can properly acquaint every Lot purchaser and every Owner, Resident and Member with this Declaration and the day-to-day matters within the Association’s jurisdiction, no acquisition of any Lot within the Property shall become effective until and unless:

(a) the then-existing “Closing Information Package” and homeowner handbooks, if any, have been properly executed by the Association and the Purchaser/Transferee; and

(b) all directives by, and all obligations to the Association and the Declarant have been properly and timely satisfied.

Each and every Owner, Member and Resident shall have an affirmative duty and obligation to originally provide, and thereafter revise and update, within fifteen (15) days after a material change has occurred, various items of information to the Association such as (a) the full name and address of each Owner, Member and Resident; (b) **THE FULL NAME OF EACH INDIVIDUAL FAMILY MEMBER WHO RESIDES WITHIN THE RESIDENTIAL DWELLING OF THE LOT OWNER**; (c) the business address, occupation and telephone numbers of each Resident; (d) the description and license plate number of each automobile owned or used by a Resident and brought within the Properties; (e) the name, address and telephone numbers of other local individuals who can be contacted (in the event the Resident cannot be located) in case of an emergency; and (f) such other information as may be reasonably requested from time to time by the Association. In the event any Owner, Member or Resident fails, neglects, or refuses to so provide, revise, and update such information, then the Association may, but is not required to, use whatever means it deems reasonable and appropriate to obtain such information and the offending Owner, Member and Resident shall become automatically jointly and severally liable to promptly reimburse the Association for all reasonable costs and expenses incurred in so doing.

Section 15.3 **Special Assessment on Transfer.** **THE PROVISIONS OF THIS SECTION ONLY APPLY TO UNIMPROVED LOTS AND DO NOT APPLY WHATSOEVER TO ANY LOT ON WHICH THERE IS A COMPLETED RESIDENTIAL DWELLING.** In connection with each and every transfer(s) [including, without limitation, voluntary and involuntary transfers, assignments, deeds, leases for more than five (5) years, gifts, testamentary bequests, intestate transfers, muniment of title or other instrument or by operation of law] which causes or effects a transfer of a significant estate or fee simple title to an unimproved Lot, but excluding the exceptions discussed below of record ownership title to any unimproved Lot, the Board shall have the right to collect a special transfer assessment in an amount equal to Five Thousand and NO/100 Dollars (\$5,000.00), which sum shall be earmarked by the Board for deposit(s) to one or more of the then-existing Association accounts. Such sum shall be nonrefundable and shall not be regarded as a prepayment of or credit against any portion of the regular Annual Assessment.

Notwithstanding the foregoing, the following transfers are excepted and excluded from applicability and coverage of the special transfer assessment:

- (a) transfer from the Declarant to any Owner;
- (b) foreclosure by First Mortgagee;
- (c) transfer to, from or by the Association;

(d) transfers by any Owner to his/her spouse or any other member of such Owner's immediate family (i.e. parents, grandparents, children or grandchildren);

(e) transfers between or among existing Owners (regardless whether such Owners are spousal, family or otherwise) of the same Lot; and

(f) transfer by Declarant of all Lots remaining in the Property to a single purchaser in a single transaction.

The Board of Directors is authorized from time to time and at any time to develop and implement such procedures, forms, and collection mechanisms as it deems reasonable and appropriate to administer and collect this special transfer assessment.

## **ARTICLE XVI** **GENERAL PROVISIONS**

Section 16.1 **Term**. The covenants and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Property, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded. After such time, the covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners and approved by the City, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to terminate the same, in which case this Declaration shall be terminated.

### Section 16.2 **Amendment**.

(a) **By Declarant**. In addition to the specific amendment rights granted elsewhere in this Declaration, until termination of the Class "B" Control Period, the Declarant may unilaterally amend this Declaration for any purpose.

(b) **By Class "A" Members**. Except as provided above and otherwise specifically provided in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing sixty-seven percent (67%) of the total Class "A" votes in the Association, including sixty-seven percent (67%) of the Class "A" votes other than the Declarant, and the consent of the Declarant, so long as the Declarant owns any property subject to this Declaration.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. To be effective, any amendment must be recorded in the County Clerk Official Records of Collin County, Texas. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted.

If an Owner consents to any amendment to this Declaration or the Bylaws, it will be

conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke or modify any right or privilege of the Declarant or the Class "B" Member without the written consent of the Declarant or the Class "B" Member, respectively (or the assignee of such right or privilege).

Section 16.3 **Severability**. Invalidation of any provision or portion of a provision of this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 16.4 **Liberal Construction**. The terms and provisions of each Governing Document are to be liberally construed to give effect to the purposes and intent of the Governing Documents.

Section 16.5 **Notice of Sale or Transfer of Title**. Within thirty (30) days after acquiring an interest in a Lot, an Owner shall provide the Association with the following information: (i) the name and address (physical and electronic mail address) of the purchaser or transferee, (ii) the name, address and loan number, if any, of the Mortgagee, (iii) a recorded copy of the deed or other instrument transferring title to the Lot, (iv) the name and phone number of any tenant, (v) the name, address and phone number of the Owner's managing agent, if any, and (vi) such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot coming due prior to the date upon which such notice is received by the Board, including Assessment obligations, notwithstanding the transfer of title to the Lot.

**IN WITNESS WHEREOF**, the undersigned duly authorized agent of the Declarant has executed this Declaration on the \_\_\_ day of \_\_\_\_\_, 2025.

**DECLARANT: LANDPLAN ROGERS, LP, a Texas limited partnership**

By: \_\_\_\_\_  
Jim Williams, Jr., Chairman

**ACKNOWLEDGMENT**

**STATE OF TEXAS       §**  
**§**  
**COUNTY OF COLLIN   §**

**BEFORE ME**, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, personally appeared **JIM WILLIAMS, JR.**, Chairman of **LANDPLAN ROGERS, LP**, a Texas limited partnership, and acknowledged that he executed the foregoing document on behalf of said partnership.

**SUBSCRIBED AND SWORN TO BEFORE ME** on this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public in and for  
the State of Texas  
My Commission Expires: \_\_\_\_\_

**AFTER RECORDING RETURN TO:**  
Riddle & Williams, P.C.  
3811 Turtle Creek Blvd., Suite 500  
Dallas, Texas 75219  
WILDFLOWERESTATES.CCRS.FINAL

## EXHIBIT "A"

### Property Subject to Declaration

#### LEGAL DESCRIPTION

WHEREAS Landplan Rogers, LP is the sole owner of a 39.290 acre tract of land situated in the Martin Hearne Survey, Abstract No. 426, Lewis Turner Survey, Abstract No. 901 and the John Gray Survey, Abstract No. 349, City of Lucas Collin County, Texas, and being a part of a 39.745 tract of land conveyed to Landplan Rogers, LP, by a deed of record in Instrument No. 2025 Records, Collin County, Texas; said 39.290 acre tract being more particularly described as follows:

BEGINNING at a mag nail set for corner in the approximate center line of the gravel pavement of Lewis Lane, an undefined width prescriptive right-of-way, being in the east line of a called Javid Jabbarnezhad, by deed of record in Volume 3159, Page 181, of said Official Public Records, and being in the south right-of-way line of Shepherds Creek Drive, a variable width right-of-way; said point being in the northerly line of said 39.745 acre tract;

North 88 degrees 20 minutes 34 seconds East, along the said northerly line of said 39.745 acre tract and along the said south line of Shepherds Creek Drive, at a distance of 603.79 feet passing a 5/8 iron rod found at an angle point of said Shepherds Creek Drive and being at a southwest corner of Lot 5R, Shepherds Creek Addition, an addition to the City of Lucas, Collin County, Texas, according to the plat thereof recorded in Plat Book 2025, Page 421, of the Plat Records of Collin County, Texas, continuing along the common line between said Lot 5R and said 39.745 acre tract, in all a total distance of 1,130.07 feet to a fence post found at a southeast corner of Lot 5 and re-entrant corner of said 39.745 acre tract;

THENCE along the said common line between Lot 5R and 39.745 acre tract, the following courses and distances:

North 01 degrees 27 minutes 02 seconds West, a distance of 100.34 feet to a 1/2" iron rod found at a re-entrant corner of said Lot 5R and a northwest corner of said 39.745 acre tract;

North 88 degrees 05 minutes 45 seconds East, a distance of 255.20 feet to an angle point of said Lot 5R, said point being in the meanders of a creek, of said Lot 5R;

THENCE departing the said the said common line between Lot 5R and 39.745 acre tract, along the southwesterly line of said Lot 5R and the meanders of said creek, the following courses and distances:

South 38 degrees 37 minutes 36 seconds East, a distance of 20.90 feet to an angle point;

South 68 degrees 48 minutes 43 seconds East, a distance of 24.10 feet to an angle point;

South 78 degrees 35 minutes 3 seconds East, a distance of 82.07 feet to an angle point;

North 65 degrees 27 minutes 47 seconds East, a distance of 13.12 feet to an angle point;

South 55 degrees 45 minutes 11 seconds East, a distance of 33.57 feet to an angle point;

South 16 degrees 18 minutes 1 second West, a distance of 19.62 feet to an angle point;

South 30 degrees 44 minutes 0 seconds East, a distance of 9.04 feet to an angle point;

South 76 degrees 31 minutes 3 seconds East, a distance of 33.58 feet to an angle point;

North 60 degrees 0 minutes 26 seconds East, a distance of 12.16 feet to an angle point;

South 49 degrees 47 minutes 42 seconds East, a distance of 42.81 feet to an angle point;

North 80 degrees 27 minutes 5 seconds East, a distance of 18.10 feet to an angle point;

South 42 degrees 50 minutes 14 seconds East, a distance of 37.72 feet to an angle point;

North 84 degrees 10 minutes 10 seconds East, a distance of 12.78 feet to a point for corner in the said common line between Lot 5R and 39.745 acre tract, at a re-entrant corner of said Lot 5R;

THENCE continuing along the said common line between Lot 5R and 39.745 acre tract, the following courses and distances:

South 00 degrees 54 minutes 38 seconds East, a distance of 225.71 feet to a fence post found at a southwest corner of said Lot 5 and a re-entrant corner of said 39.745 acre tract;

South 84 degrees 07 minutes 50 seconds East, a distance of 310.73 feet to a 1/2" capped iron rod Roome found at an angle point;

South 38 degrees 01 minutes 57 seconds East, a distance of 591.02 feet 1/2" capped iron rod Roome found at an angle point;

South 27 degrees 58 minutes 36 seconds East, a distance of 123.05 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for the most easterly corner of said 39.745 acre tract and being at a southwest corner of said Lot 5R;

THENCE North 89 degrees 40 minutes 37 seconds West, departing the said common line between Lot 5R and the 39.745 acre tract, along the southerly line of said 39.745 acre tract, along the south line of said 39.745 acre tract, a distance of 6.56 feet to a 2" pipe found at the northeast corner of said 12.640 acre tract of land conveyed to 3R Properties, LLC, by deed of record in Volume 5024, Page 1136, of said Official Public Records;

THENCE South 88 degrees 57 minutes 05 seconds West, a distance of 298.92 feet to a 5/8" capped iron rod DCA found at the northwest corner of said 12.640 acre tract and being at the northeast corner of Lot 16, Kirkland Estates West, an addition to the City of Lucas, Collin County, Texas, according to the plat thereof recorded in Volume 10, Page 742, of said Map Records;

THENCE along the common line between said 39.745 acre tract and said Kirkland Estates West, the following courses and distances:

North 89 degrees 53 minutes 04 seconds West, a distance of 311.73 feet to a 5/8" capped iron rod DCA found;

South 89 degrees 08 minutes 49 seconds West, a distance of 94.50 feet to a 1/2" iron rod (bent) found at a re-entrant corner of said 39.745 acre tract and a northwest corner of Lot 15, of said Kirkland Estates West;

South 00 degrees 47 minutes 08 seconds West, a distance of 132.17 feet to a fence post found at a southeast corner of said 39.745 acre tract and the northeast corner of Lot 14, of said Kirkland Estates West;

South 87 degrees 51 minutes 10 seconds West, a distance of 1,337.53 feet to a 5/8" capped iron rod "SPIARS" found for corner in the east line of a 1.50 acre tract of land conveyed to Lisa M. Rodgers by deed of record in Document No. 2013043000059718, of said Official Public Records, at a southwest corner of said 39.745 acre tract and a northwest corner of Lot 9, of said Kirkland Estates West;

THENCE North 02 degrees 01 minutes 03 seconds West, departing the said common line between the 39.745 acre tract and Kirkland Estates West, along a common line between said 39.745 acre tract and the said 1.50 acre tract, a distance of 279.16 feet to a 60-D nail found at a re-entrant corner of said 1.50 acre tract;

THENCE South 82 degrees 00 minutes 04 seconds West, continuing along the said common line between the 39.745 acre tract and the 1.50 acre tract, at a distance of 199.53 feet passing a fence post found for reference, continuing along said common line between the 39.745 acre tract and the 1.50 acre tract, in all a total distance of 228.01 feet to a mag nail set for corner in the said east line of the 10.7825 acre tract, at a southwest corner of said 39.745 acre tract and being at the northwest corner of said 1.50 acre tract, and being in the said approximate center line of the gravel pavement of Lewis Lane;

THENCE North 09 degrees 07 minutes 04 seconds West, departing the said common line between the 39.745 acre tract and the 1.50 acre tract, along the said approximate center line of the gravel pavement of Lewis Lane and the common line between said 39.745 acre tract and said 10.7825 acre tract, a distance of 332.60 feet to a mag nail set at an angle point.

THENCE North 08 degrees 37 minutes 22 seconds West, continuing along the said approximate center line of the gravel pavement of Lewis Lane and the said common line between the 39.745 acre tract and the 10.7825 acre tract, a distance of 309.47 feet to the POINT-OF-BEGINNING, containing 1,711,477 square feet or 39.290 acres of land.

**EXHIBIT "B"**

**BYLAWS  
OF  
WILDFLOWER ESTATES HOMEOWNERS ASSOCIATION,  
INC.**

**Riddle & Williams, P.C.  
3811 Turtle Creek Blvd., Suite 500  
Dallas, Texas 75219**

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**BYLAWS  
OF  
WILDFLOWER ESTATES HOMEOWNERS ASSOCIATION, INC.**

**Article I  
Name, Principal Office and Definitions**

Section 1.1. **Name**. The name of the Association shall be **WILDFLOWER ESTATES HOMEOWNERS ASSOCIATION, INC.** (the "**Association**").

Section 1.2. **Principal Office**. The principal office of the Association in the State of Texas shall be located at 5850 Granite Parkway, Suite 100, Plano, Texas 75024. The Association may have such other offices, either within or outside the State of Texas, as the Board may determine or as the affairs of the Association may require.

Section 1.3. **Definitions**. The words used in these Bylaws shall be given their ordinary, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for Wildflower Estates (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "**Declaration**"), unless the context shall otherwise require.

**Article II  
Association: Membership, Meetings, Quorum, Voting, Proxies**

Section 2.1. **Membership**. Each Owner of a Lot shall be a Member of the Association, as more fully set forth in the Declaration. The provisions of the Declaration pertaining to membership are specifically incorporated herein by reference.

Section 2.2. **Place of Meetings**. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as the Board may designate.

Section 2.3. **Annual Meetings**. Annual meetings shall be set by the Board so as to occur during the second quarter of the Association's fiscal year on a date and at a time set by the Board.

Section 2.4. **Special Meetings**. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of a majority of the Board or upon a petition signed by the Class "B" Member or by Class "A" Members representing at least ten percent (10%) of the total Class "A" votes in the Association.

Section 2.5. **Notice of Meetings**. Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally, by mail or by electronic mail, to each Member not less than ten (10) nor more than sixty (60) days before the date of such

meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. Each Member must keep an updated electronic mail address registered with the Association.

In the case of a special meeting or when required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid. If electronically mailed, the notice of a meeting shall be deemed to be delivered when the Association electronically transmits the notice to the Member's registered electronic mail address as it appears on the records of the Association.

Section 2.6. **Waiver of Notice.** Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

Section 2.7. **Adjournment of Meetings.** If any meeting of the Association cannot be held because a quorum is not present, one additional meeting may be called, subject to the notice requirements set forth in **Section 2.5**, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken is approved by Members representing at least a majority of the votes required to constitute a quorum.

Section 2.8. **Voting Rights.** The voting rights of the Members shall be as set forth in the Declaration and these Bylaws, and the Declaration's voting rights provisions are specifically incorporated herein.

Section 2.9. **Voting Methods.** Unless otherwise provided in the Governing Documents, Members may vote by one or more of the following methods: in person, by proxy, by absentee ballot or by electronic ballot. The Association is not required to provide Members with more than one voting method; provided, however, Members must be allowed to vote by absentee ballot or by proxy. Electronic ballot means a ballot given by (i) electronic mail, (ii) facsimile, or (iii) posting on an Internet website, for which the identity of the Member can be confirmed and for which the Member may receive a receipt of the transmission and receipt of the Member's ballot. All proxies,

absentee ballots and electronic ballots shall be in writing, dated, signed by the Member and filed with the Secretary or other person designated by the Board to receive proxies/ballots before the appointed time of each meeting. The Board may elect to allow Members to cast their votes by secret ballot. If so elected, the Board shall take measures to reasonably ensure that (i) a Member cannot cast more votes than the Member is eligible to cast in an election or vote; (ii) the Association counts each vote cast by a Member that the Member is eligible to cast; and (iii) in any election for the Board, each candidate may name one person to observe the counting of the ballots, provided that this does not entitle any observer to see the name of the person who cast any ballot, and that any disruptive observer may be removed from the area where the ballots are being counted. Each proxy must also identify the proxy holder and the purpose of the meeting for which the proxy is given. If an electronic ballot is posted on an Internet website, a notice of the posting shall be sent to each Member that contains instructions on obtaining access to the website posting. Proxies and absentee ballots shall be deemed to have been filed upon the Secretary's or other designated person's receipt of the proxy/absentee ballot by mail, facsimile, or hand delivery. Ballots cast electronically shall be deemed to have been filed upon the Secretary's or other designated person's receipt of the electronic ballot as evidenced by a facsimile confirmation receipt or an electronic transmission receipt. The Board may establish rules governing when ballots must be filed with the Association in order to be valid for use at a meeting. Electronic ballots which are electronically mailed from the Member's registered electronic mail address shall be deemed to be signed by the Member.

Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of such Member's Lot, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a Member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy. Any proxy designated for a meeting which is adjourned, recessed, or rescheduled, is valid for the reconvened meeting unless the proxy is revoked or terminated in writing prior thereto.

Section 2.10. **Majority.** As used in these Bylaws, the term "majority" shall mean those votes, owners, or other group, as the context may indicate, totaling more than fifty percent (50%) of the total number.

Section 2.11. **Quorum.** The presence in person, by proxy, by absentee ballot or by electronic ballot of Members representing at least ten percent (10%) of the votes of all Members and, until expiration of the Development Period, the presence, in person, by proxy, by absentee or electronic ballot, of a duly appointed representative of the Declarant, shall constitute a quorum at all meetings of the Association. Absentee or electronic ballots may be counted towards a quorum only for items appearing on the ballot.

Section 2.12. **Conduct of Meetings.** The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 2.13. **Telephonic and Electronic Meetings.** Subject to Board approval, Members of the Association may participate in and hold meetings of the Members by means of conference telephone or similar communications equipment, or another suitable electronic communications system, including videoconferencing technology or the Internet, or any combination, if the telephone or other equipment or system permits each person participating in the meeting to communicate with all other persons participating in the meeting. If voting or an election is to take place outside of a meeting, including voting by electronic or telephonic means, the Board must (i) provide notice of the election or vote to all Members entitled to vote on any matter under consideration not later than the 20th day before the latest date on which a ballot may be submitted to be counted, (ii) implement reasonable measures to verify that every person voting at the meeting by means of remote communications is sufficiently identified; and (iii) keep a record of any vote or other action taken. Participation in the meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 2.14 **Adjournment of Meeting.** At any meeting of the Association, at which a quorum is present, a majority of the Members present at the meeting, either in person or by proxy, may move to adjourn the meeting to another time or place.

Section 2.15 **Recount of Votes.** A Member may request a recount of the votes cast by the Members at a meeting no later than the 15th day after the later of (i) the date of the meeting of Members at which the election or vote was held, or (ii) the date of the announcement of the results of the election or vote. A demand for a recount must be submitted in writing either by verified mail or by delivery by the United States Postal Service with signature confirmation service to the Association's mailing address as reflected on the certificate (the "**Management Certificate**") required to be recorded pursuant to Section 209.004 of the Texas Property Code (the "**Code**"); or in person to the managing agent as reflected on the latest Management Certificate or to the address to which absentee and proxy ballots are mailed. Upon the Board's timely receipt of a written request for a recount, the Board shall estimate the costs for performance of the recount by a person qualified to tabulate votes under the Code and must send an invoice for the estimated costs to the requesting Member at the Member's last known address according to the Association's records not later than the 20th day after the date the Association receives the Member's demand for the recount. The Member demanding a recount must pay the invoice in full to the Association on or before the 30th day after the date the invoice is sent to the Member. If the invoice is not paid by the deadline prescribed above, the Member's demand for a recount is considered withdrawn and a recount is not required. If the estimated costs are lesser or greater than the actual costs, the Association shall send a final invoice to the Member on or before the 30th business day after the date the results of the recount are provided. If the final invoice includes additional amounts owed by the Member, any additional amounts not paid to the Association before the 30th business day after the date the invoice is sent to the Member may be added to the Member's account as an assessment. If the estimated costs exceed the final invoice amount, the Member is entitled to a refund. The refund shall be paid to the Member at the time the final invoice is sent under this **Section 2.15.**

Following receipt of payment of the invoice for the cost of the recount, the Association shall engage the services of a person qualified to tabulate the votes. This person must (i) not be a Member of the Association or related to a Member of the Board; and (ii) be a current or former county judge, county elections administrator, justice of the peace, county voter registrar, or a person mutually agreed upon by the Board and each requesting Member. On or before the 30th day after the date of receipt of payment for the recount the recount must be completed and written notice of the results of the recount provided to each Member who requested the recount. If the recount changes the results of the election, the Association shall reimburse the requesting Member for the cost paid by the Member for the recount not later than the 30th day after the date the results of the recount are provided. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

### **Article III** **Board of Directors; Number, Term, Powers, Meetings**

#### **A. Composition and Selection.**

Section 3.1. **Governing Body; Composition.** The affairs of the Association shall be governed by a Board, each of whom shall have one vote. Except with respect to directors appointed by the Declarant during the Class "B" Control Period, directors shall be Members. In the case of a Member which is not a natural person, the person designated in writing to the Secretary of the Association as the representative of such Member shall be eligible to serve as a director. Members who have been convicted of a felony or crime involving moral turpitude not more than twenty (20) years before evidence of such conviction is presented to the Board are ineligible to serve as a Director.

Section 3.2. **Number of Directors.** The Board shall consist of three (3) persons. The initial Board shall consist of the three (3) persons named in the Certificate of Formation.

Section 3.3. **Election and Term of Office.** Subject to the provisions of this **Section 3.3** below, the directors shall be selected by the Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant until termination of the Class "B" Control Period. Notwithstanding any other provision contained herein:

(a) On or before the 120<sup>th</sup> day after the date that at least seventy-five percent (75%) of the total number of Lots that may be created and made subject to the Declaration have been conveyed to Class "A" Members or whenever the Declarant earlier determines (but in no event later than the 10<sup>th</sup> anniversary of the date the Declaration was recorded), a meeting shall be held at which Class "A" Members shall be entitled to elect one of the directors. Directors elected by the Class "A" Members shall be at-large directors. The remaining directors shall be appointees of the Declarant. The directors elected by the Class "A" Members shall not be subject to removal by the Declarant and each such director shall be elected for a term of two (2) years or until the happening of the event described in Subsection (b) below, whichever is shorter. If such directors' terms expire prior to the happening of the event described in Subsection (b) below, successors shall be elected in the same manner for a like term.

(b) On or before the 120th day after termination of the Class "B" Control Period, the Association shall call a meeting at which all Members shall be entitled to elect the directors. Two (2) directors shall be elected for a term of two (2) years and one (1) director shall be elected for a term of one (1) year. At the expiration of the initial term of office of each member of the Board of Directors and at each annual meeting thereafter, a successor shall be elected to serve for a term of two (2) years.

#### Section 3.4. **Nomination and Election Procedures.**

(a) **Nominations.** Nominations for election to the Board may be made from the floor, by written request of a Member to the Secretary, or by a committee designated by the Board to accept nominations, such as a Nominating Committee. The Nominating Committee, if created, shall consist of a chairman, who shall be a director, and two (2) or more Members. The Nominating Committee shall be appointed, if at all, by the Board not less than thirty (30) days prior to each annual meeting of the Members to serve a term of one (1) year or until their successors are appointed. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes. The Board may adopt additional rules governing the procedures for the nomination of directors.

(b) **Election Procedures.** Each Member may cast all votes attributed to the Lots which such Member represents for each vacancy to be filled. A candidate, or his or her parent, child, brother, sister, grandparent, grandchild, great grandparent, great grandchild, aunt, or uncle may not count the votes for an election. A person who is authorized to count votes (or who performs a recount under **Section 2.15**) may not disclose to any other person how a Member voted; provided, however, that in the event of a recount, the person conducting the recount may be provided access to the ballots for purposes of the recount. Each candidate for election to the Board may name one person to observe the counting of the ballots provided that this does not entitle any observer to see the name of the person who cast any ballot, and that any disruptive observer may be removed from the meeting. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled and who receive the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

Section 3.5. **Removal of Directors; Vacancies.** Any director elected by the Class "A" Members may be removed, with or without cause, by the vote of the Class "A" Members holding at least a majority of the votes entitled to be cast for the election of such director. Upon removal of a director, a successor shall then and there be elected by the Class "A" Members to fill the vacancy for the remainder of the term of such director. Directors appointed by the Declarant during the Class "B" Control Period shall not be subject to removal by the Class "A" Members. Directors elected by the Class "A" Members shall not be subject to removal by the Class "B" Member. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose.

If the Board is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a director was convicted of a felony or crime involving moral turpitude not more than twenty (20) years before the date the

Board is presented with the evidence, then the director shall be automatically disqualified from service on the Board, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term.

In the event of a vacancy on the Board caused by the death, disability or resignation of a director elected by the Class "A" Members, a vacancy may be declared by the Board, and it may appoint a successor to serve for the remainder of the term of such director. Alternatively, the Board may call for an election for the purpose of electing a successor to fill any such vacancy on the Board. In such case, the Class "A" Members shall be entitled to elect a successor to serve for the remainder of the term of such director.

B. **Meetings.**

Section 3.6. **Organizational Meetings.** The first meeting of the Board following each annual meeting of the Membership shall be held at such time and place as shall be fixed by the Board. The Board shall announce the actions taken at the organizational meeting, including the election of officers, at the next Board meeting and record those actions in the minutes of that meeting.

Section 3.7. **Regular Meetings.** Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the directors. Following expiration of the Class "B" Control Period, at least one (1) such meeting shall be held during each fiscal year and regular meetings, except those held by electronic or telephonic means, must take place in Collin County or in any county adjacent thereto. Notice of the date, time and place of the meeting shall be communicated to directors no less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 3.8. **Special Meetings.** Special meetings of the Board shall be held when called by written notice signed in person or electronically by the President or by any two (2) directors. The notice shall specify the date and time of the meeting, and if the meeting is held solely by using a conference telephone or other communication system, the location of the meeting, and the nature of any special business to be considered. Special meetings, except those held by electronic or telephonic means, must take place in Collin County or in any county adjacent thereto. The notice shall be given to each director by one of the following methods: (i) by personal delivery; (ii) written notice by first-class mail, postage prepaid; (iii) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (iv) by electronic mail, facsimile, computer, fiber-optics or other communication device. All such notices shall be given at the director's telephone number, facsimile number, registered electronic mail address, or sent to the director's address as shown on the records of the Association. Notices sent by first-class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, text message, electronic mail or other device shall be delivered or transmitted at least seventy-two (72) hours before the time set for the meeting.

Section 3.9. **Notice to Members of Board Meetings.** Except as provided in **Section 3.10**, notice of the date, time, place, and general subject matter, including a general description of matters to be considered in executive session, of each Board meeting shall be given to each Member by one of the following methods: (i) by personal delivery of written notice; (ii) written notice by first-class mail, postage prepaid; (iii) by posting notice in a conspicuous manner in the community on the Common Area or on privately-owned property with the property owner's consent **and** by electronic mail to each Member who maintains a registered electronic mail address with the Association; or (iv) by posting notice on a website, if any, maintained by or on behalf of the Association **and** by electronic mail to each Member who maintains a registered electronic mail address with the Association. It is each Member's duty to keep an updated electronic mail address registered with the Association at all times. All such notices shall be given at the Member's mailing address or registered electronic mail address as shown on the records of the Association. Notices sent by personal delivery or by first-class mail shall be delivered or sent at least ten (10) days before the date of the meeting but not more than sixty (60) days before the date of the meeting. Notices posted in the conspicuous community location or on the Association's website shall be posted at least one-hundred forty-four (144) hours before the start of a regular meeting and seventy-two (72) hours before the start of a special meeting. Notices given by electronic mail shall be transmitted at least one-hundred forty-four (144) hours before the start of a regular meeting and at least seventy-two (72) hours before the time set for a special meeting.

Section 3.10. **Action Outside Meeting.** Except as provided in this **Section 3.10** below, the Board may take action outside a meeting, including voting by electronic or telephonic means, without prior notice to the Members pursuant to **Section 3.9** if each director is given a reasonable opportunity to express the director's opinion to all other directors and to vote. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting. Any action taken without notice to Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting.

Notwithstanding the above, the Board may not, unless done in an open meeting for which prior notice was given to the Members under **Section 3.9**, consider or vote on: (i) fines; (ii) damage assessments; (iii) initiation of foreclosure actions; (iv) initiation of enforcement actions (except actions that seek the issuance of a temporary restraining order or that relate to violations involving a threat to health or safety); (v) increases in assessments; (vi) levying of special assessments; (vii) appeals from a denial of architectural review approval; (viii) a suspension of a right of a particular Member; (ix) lending or borrowing money; (x) the adoption or amendment of a dedicatory instrument; (xi) the approval of an annual budget or the approval of an amendment of an annual budget; (xii) the sale or purchase of real property; (xiii) the filling of a vacancy on the Board; (xiv) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or (xv) the election of an officer.

Section 3.11. **Board Meetings During Development Period.** Notwithstanding any other provision contained in these Bylaws to the contrary, during the Development Period, the Board may (i) meet without notice to the Members as required by **Section 3.9**, (ii) close the Board meeting to Members, and (iii) meet in any county or state other than Collin County, Texas. In

addition, during the Development Period, the Board is not required to meet in person for any reason, unless a Board meeting is conducted for the purpose of: (i) adopting or amending the Governing Documents; (ii) increasing the amount of the Base Assessment or adopting or increasing a Special Assessment; (iii) electing non-developer Board members or establishing a process by which those members are elected; or (iv) changing the voting rights of the Members.

Section 3.12. **Waiver of Notice.** Notice of a Board meeting is not required to be given to a director or Member entitled to notice if the director or Member signs a written waiver of notice of the meeting either before or after the meeting. The waiver of notice or consent need not specify the purpose of the meeting. Attendance or participation of a director or Member at a meeting constitutes a waiver of notice of the meeting, unless the director or Member attends a meeting for the sole purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Attendance or participation of a director or a Member at a meeting constitutes a waiver of notice of a particular matter at the meeting that is not included in the purposes of the meeting described in the notice, unless the director or Member objects to considering the matter when it is presented.

Section 3.13. **Telephonic and Electronic Meetings.** Members of the Board or any committee may participate in a meeting of the Board or committee, respectively, by means of conference telephone, or similar communications equipment, or another suitable electronic communications system, including videoconferencing technology or the Internet, or any combination, if (i) the telephone or other equipment or system permits each director to hear and be heard by every other director. Except for telephonic or electronic Board or committee meetings conducted during the Development Period or any portion of a Board or committee meeting conducted in executive session, telephonic or electronic meetings must permit all Members in attendance to hear all directors, and Members are allowed to listen using electronic or telephonic communication method used or expected to be used by a director to participate, and the notice of the meeting includes instructions for Members to access any communication method required to be accessible hereunder.

Section 3.14. **Quorum of Board.** At all meetings of the Board, a majority of the directors, including at least one Declarant-appointed director if such meeting is held during the Class "B" Control Period, shall constitute a quorum for the transaction of business, and the directors present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a date and time not less than ten (10) nor more than sixty (60) days from the date the original meeting was called, subject to the notice requirements set forth in **Section 3.9** and **Section 3.10**. At the reconvened meeting, if a quorum is present, any business which might have transacted at the meeting originally called may be transacted without further notice.

Section 3.15. **Adjournments of Board Meetings.** If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board is not required to

post notice of the continued meeting if the recess is taken in good faith and not to circumvent the right of Members to notice of and attend Board meetings. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation in at least one manner prescribed by **Section 3.9** within two (2) hours after adjourning the meeting being continued.

Section 3.16. **Compensation.** No director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total votes of the Association at a regular or special meeting of the Association; provided any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

Section 3.17. **Conduct of Meetings.** The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of meetings of the Board, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

Section 3.18. **Open Meetings.** Except as provided in **Section 3.11** of these Bylaws, all meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the Board may adjourn any meeting of the Board and reconvene in executive session, excluding Members, to discuss the following matters: (i) personnel matters; (ii) pending or threatened litigation; (iii) contract negotiations; (iv) enforcement actions; (v) confidential communications with the Association's attorney(s); (vi) matters involving the invasion of privacy of individual Members; or (vii) matters that are to remain confidential by request of the affected parties and agreement of the Board. The general nature of any business to be considered in executive session must first be announced at the open meeting. Any decision made or expenditure approved shall be orally summarized (including a general explanation of expenditures) at the meeting and recorded in the minutes of the meeting in such a manner as to protect the sensitive or confidential nature of the information discussed.

Section 3.19. **Action Outside a Formal Meeting.** Except with respect to those matters which must be considered or voted upon at an open meeting of the Board pursuant to **Section 3.10**, actions may be taken outside a meeting of the Board, and without prior notice to the Members, electronically or telephonically. The Board shall orally summarize any action taken outside a meeting, including an explanation of any known actual or estimated expenditures approved, at the next Board meeting and shall record those actions in the minutes of that next meeting.

#### C. **Powers and Duties.**

Section 3.20. **Powers.** The Board shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do or cause to be done all acts and things as are not by the Governing Documents or by law directed to be done and exercised exclusively by the Members or the membership generally.

Section 3.21. **Duties**. The duties of the Board shall include, without limitation, the following:

(a) preparation and adoption, in accordance with the Declaration, of annual budgets in which there shall be established the contribution of each Owner to the Common Expenses;

(b) making assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment; provided, unless otherwise determined by the Board, the annual assessment for each Lot's proportionate share of the Common Expenses shall be payable in installments on the first day of each calendar year;

(c) providing for the operation, care, upkeep and maintenance of all of the Common Area;

(d) designating, hiring and dismissing the personnel necessary for the operation of the Association and the maintenance, operation, repair and replacement of its property and the Common Area and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve and using the proceeds to operate the Association; provided, any reserve fund may be deposited in the directors' best business judgment, in depositories other than banks;

(f) making and amending Rules and Regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners as a Specific Assessment;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(m) making available upon written request to any prospective purchaser of a Lot, any Owner of a Lot, any First Mortgagee, and the holders, insurers and guarantors of a First Mortgage on a Lot, at the requesting parties' expense, current copies of the Governing Documents and all other books, records and financial statements of the Association; and

(n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Property.

Section 3.22. **Management.** The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to its managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board by these Bylaws. The management agent shall obtain and continue in effect during the term of the engagement, normal commercial insurance and crime insurance, naming the Association as an additional insured thereunder.

Section 3.23. **Accounts and Reports.** The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) accrual or cash accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts or otherwise; anything of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board;(f) an annual report consisting of at least the following shall be made available to all Members within one hundred twenty (120) days after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income statement); and (iii) a statement of changes in financial position for the fiscal year. The annual report referred to above shall be prepared on an audited, reviewed or compiled basis, as determined by the Board, by an independent public accountant; provided, upon written request of any holder, guarantor or insurer of any First Mortgage on a Lot, the Association shall provide an

audited financial statement at the expense of the requesting party.

Section 3.24. **Borrowing**. The Association shall have the power to borrow money for any legal purposes; provided the Board shall obtain the approval of a majority of the Class "A" Members, and the Class "B" Member, if such exists.

Section 3.25. **Rights of the Association**. With respect to the Common Area, and in accordance with the Certificate of Formation and the Declaration, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational or other agreements with trusts, condominiums, cooperatives and other owners' or residents' associations, both within and without the Property. Such agreements shall require the consent of a majority of the total number of directors of the Association.

Section 3.26. **Enforcement**. The Association shall have the power to impose sanctions, including the levying of fines, for violations of the Governing Documents. The failure of the Board to enforce any provision of the Governing Documents shall not be deemed a waiver of the right of the Board to do so thereafter or of the right to enforce any other violation.

(a) **Notice**. Except as provided below, prior to suspending an Owner's right to use the Common Area, filing an eviction lawsuit against an Owner's tenant as attorney-in-fact for the Owner, filing suit against an Owner (other than a lawsuit to collect an assessment or related charge or to foreclose the Association's assessment lien), charging an Owner for property damage, or levying a fine for a violation of the Governing Documents, or reporting any delinquency of an Owner to a credit reporting service, the Board or its delegate shall serve the alleged violator with written notice by certified mail, notifying the Owner of the following: (i) the nature of the alleged violation or property damage and the amount, if any, due the Association from the Member, (ii) a reasonable time period in which the violator may cure the violation and avoid the proposed sanction (unless the violator was given notice and a reasonable opportunity to cure a similar violation within the preceding six months, or unless the violation is incurable or poses a threat to public health or safety), (iii) that the Owner may present a written request for a hearing on or before the 30<sup>th</sup> day after the date the notice was mailed to the Owner, and (iv) notice that the owner "may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 *et seq.*), if the owner is serving on active military duty."

The notice and hearing provisions of this **Section 3.26** do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action.

(b) **Hearing**. If a hearing is requested within the allotted thirty (30) day period, the hearing shall be held before the Board in executive session. Not later than ten (10) days before the Association holds a hearing hereunder, the Association shall provide to an Owner a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing. If the Association does not provide a packet within the ten-day

period, an Owner is entitled to an automatic 15-day postponement of the hearing. During the hearing, a Board member or the Association's designated representative shall first present the Association's case against the Owner. An Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(c) **Additional Enforcement Rights**. Notwithstanding anything to the contrary herein contained, the Board may elect to enforce any provision of the Governing Documents by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking restrictions or rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the notice and hearing procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred. Any entry onto a Lot for purposes of exercising this power of self-help shall not be deemed a trespass.

Section 3.27 **Solicitation of Bids**. Except in the event of a need for work in the event of an emergency (as defined below), prior to entering into any contract for services that will cost more than \$50,000.00, the Board shall solicit bids from at least three (3) separate vendors/providers, if reasonably available. In the case of an emergency, the Board may enter into a contract for services without soliciting or obtaining multiple bids so long as the terms of the contract appear fair and reasonable to the Association in the Board's sole and absolute discretion. The Board is excused from soliciting and/or obtaining at least three (3) bids in the event of an emergency or certain exigent circumstances, including the following:

a. An emergency exists such that there is insufficient time to solicit and obtain multiple bids.

b. The Association was not able to locate at least three (3) vendors/providers to provide the services.

c. The Association solicited bids from at least three (3) vendors/providers, but not all vendors/providers responded to the request for a bid.

An emergency, as used in this **Section 3.27**, shall be defined as, but not be limited to, an unexpected occurrence, condition, or circumstance that requires immediate action in order to address the risk of harm to individuals and/or property damage, or to satisfy any local, state, federal or other governmental order. In addition, other unforeseen circumstances may be deemed by the Board to constitute an emergency as determined by the Board in its sole and absolute discretion.

Any and all decisions to award a service contract to a particular vendor or provider must be a sound business decision based upon what is in the best interest of the Association at the time. Nothing in this **Section 3.27** shall require the Board to award a service contract to the lowest bidder.

The Board may delegate the solicitation of bids procedures under this Section to the Association's management company.

#### **Article IV** **Officers**

Section 4.1. **Officers.** The officers of the Association shall be a President, Vice President, Secretary and Treasurer, to be elected from among the members of the Board. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 4.2. **Election and Term of Office.** The officers of the Association shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the Members.

Section 4.3. **Removal and Vacancies.** Any officer may be removed by the Board whenever in its judgment the best interests of the Association will be served thereby. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board for the unexpired portion of the term.

Section 4.4. **Powers and Duties.** The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent or both.

Section 4.5. **Resignation.** Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.6. **Agreements, Contracts, Deeds, Leases, Checks, etc.** All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board.

Section 4.7. **Compensation.** Compensation of officers shall be subject to the same limitations as compensation of directors under **Section 3.16.**

## **Article V** **Committees**

Section 5.1. **General**. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Each committee shall cooperate in accordance with the terms of the resolution of the Board designating the committee or with rules adopted by the Board of Directors.

## **Article VI** **Miscellaneous**

Section 6.1. **Fiscal Year**. The fiscal year of the Association shall be set by resolution of the Board. In the absence of a resolution, the fiscal year shall be the calendar year.

Section 6.2. **Conflicts**. If there are conflicts between the provisions of Texas law, the Certificate of Formation, the Declaration and these Bylaws, the provisions of Texas law, the Declaration, the Certificate of Formation and the Bylaws (in that order) shall prevail.

### Section 6.3. **Books and Records**.

(a) **Inspection by Mortgagees**. Except for Confidential Records (as defined in **Section 6.3(e)** below), the books and records of the Association (including financial records) shall be made available for inspection and copying by any holder, insurer or guarantor of a First Mortgage on a Lot, or by the duly appointed representative of any of the foregoing, upon written request stating a proper purpose for the request. Such inspection shall take place during normal business hours at the office of the Association or at such other place within the Property as the Board shall prescribe. The cost, including copy charges, document retrieval charges and a reasonable administrative fee, shall be at the expense of the requesting party and may be required to be paid in advance of the inspection.

(b) **Inspection or Production of Records**. Each Member of the Association may submit a written request to the Board or its representative by certified mail to the address of the Association or authorized representative as listed on the most current management certificate filed of record, to either inspect the books and records of the Association (including financial records) identified in the request or to have the Association deliver those books and records identified in the request to the Member or to a person designated in a writing signed by the Member as the Member's agent, attorney or certified public accountant. Except for Confidential Records (as defined in **Section 6.3(e)** below), the Member may inspect or the Association must produce the books and records identified in the request. If the Member requests to inspect the Association's books and records, the Association must, on or before ten (10) business days of receipt of a request, send written notice of the dates and times during normal business hours that the Member may perform the inspection to the extent that those books and records are in the possession, custody or control of the Association. If the Member requests that the Association produce the books and records, the Association must, to the extent that those books and records are in the possession, custody or control of the Association, either (i) produce the records requested on or before ten (10)

business days from the date of receipt of the request; or (ii) if the Association cannot produce records on or before ten (10) business days, inform the Member of that fact on or before the ten (10) business day time period and then produce the records on or before fifteen (15) business days of providing that notice.

(c) **Inspection and Production Costs.** The Association shall adopt and record a records production and copying policy that prescribes the costs for compilation, production and copying of Association records in response to a Member's records request. Upon adoption and recordation of this policy, the Association may require the Member to pay, in advance, the estimated costs of the records inspection or production (subject to the cost limitations set forth under law). On or before the thirtieth (30<sup>th</sup>) business day following the completion of the document inspection or production, the Association shall send the Member a final accounting invoice for the inspection or production. If the actual costs exceed the estimated costs of the inspection or production, the Member must reimburse the Association on or before thirty (30) business days of the final accounting invoice. In the event that the Member fails to timely reimburse the Association, the unpaid balance of the invoice shall be added to and become a part of the Member's assessment obligation to the Association and a lien against the Member's Lot and may be collected in the same manner as any other assessment payable to the Association. If the actual costs are less than the estimated costs of the inspection or production of records, the Association shall refund the excess amount to the Member on or before the thirtieth (30<sup>th</sup>) business day after the date that the Association sends the final accounting invoice.

(d) **Inspection by Directors.** Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical Property owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

(e) **Confidential Records.** Except as hereinafter provided, Members are not entitled to inspect or to have produced to them Confidential Records. For purposes of these Bylaws, Confidential Records shall mean and include records that identify a Member's covenant violation history, a Member's personal financial information (including payment and delinquency information) with the Association, a Member's contact information (other than the Member's address in the development), employee records, attorney's files and records relating to the Association (excluding invoices requested by a Member under Section 209.008(d) of the Texas Property Code), or documents constituting attorney work product or attorney client communications. If a Member whose records are the subject of another Member's inspection or production request consents in writing to the release of his or her Confidential Records, the Association must allow the requesting Member to inspect the Confidential Records or the Association must produce the Confidential Records. In addition, the Association must allow an inspection or must produce Confidential Records if so ordered by a court of competent jurisdiction.

Section 6.4. **Notices.** Unless otherwise provided in these Bylaws, all notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first-class

postage prepaid:

(a) if to a Member, at the physical address which the Member has designated in writing and filed with the Secretary or, at the Member's registered electronic mail address, or, if no such physical or electronic address has been designated or registered, at the address of the Lot of such Member; or

(b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent, if any, or at the address listed in the most recent recorded management certificate, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

#### Section 6.5. **Amendment.**

(a) **By Class "B" Member.** During the Class "B" Control Period, the Class "B" Member may unilaterally amend these Bylaws at any time and from time to time for any purpose.

(b) **By Class "A" Members.** Except as provided above and otherwise specifically provided herein, these Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of Class "A" Members representing at least fifty-one percent (51%) of the total Class "A" votes in the Association, and the consent of the Class "B" Member, if such exists. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the County Clerk Official Records of Collin County, Texas.

If an Owner consents to any amendment to the Declaration or these Bylaws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of the Declarant or Class "B" Member without the written consent of the Declarant or Class "B" Member, respectively (or the assignee of such right or privilege).

**SECRETARY’S CERTIFICATE**

I, the undersigned, am the duly elected and acting Secretary of **WILDFLOWER ESTATES HOMEOWNERS ASSOCIATION, INC.**, a Texas nonprofit corporation, and I do hereby certify:

That the within and foregoing Bylaws were adopted as the Bylaws of said corporation as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025, that the same do now constitute the Bylaws of said corporation, and that they have not been modified, amended nor rescinded.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name as of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Secretary

F:\RWBWP\G\BYLAWS\WILDFLOWERESTATES

**CERTIFICATE OF FORMATION**

**OF**

**WILDFLOWER ESTATES HOMEOWNERS ASSOCIATION, INC.**

I, the undersigned, being of the age of eighteen years or more, acting as organizer of a corporation under Chapter 22 of the Texas Business Organizations Code, Tex. Civ. Stat. Ann. § 22.001 *et seq.* (the "**Code**"), as it may be amended, do hereby adopt the following Certificate of Formation for such corporation:

Article 1. **Name**. The name of the corporation is Wildflower Estates Homeowners Association, Inc. ("**Corporation**" or "**Association**").

Article 2. **Duration**. The Corporation shall have perpetual duration.

Article 3. **Applicable Statute**. The Corporation is a non-profit corporation organized pursuant to the provisions of Chapter 22 of the Texas Business Organizations Code, § 22.001 *et seq.*

Article 4. **Purposes and Powers**. The Corporation does not contemplate pecuniary gain or benefit, direct or indirect, to its members. In way of explanation and not of limitation, the purposes for which it is formed are:

(a) to be and constitute the Association to which reference is made in the Declaration of Covenants, Conditions and Restrictions for Wildflower Estates to be recorded in the Office of the County Clerk of Collin County, Texas, as it may be amended from time to time (the "**Declaration**"), to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as specified therein, in the Bylaws and as provided by law; and

(b) to provide an entity for the furtherance of the interests of the owners of property subject to the Declaration.

In furtherance of its purposes, the Corporation shall have the following powers, which, unless indicated otherwise by the Declaration or Bylaws, may be exercised by the Board of Directors:

(a) all of the powers conferred upon non-profit corporations by common law and the statutes of the State of Texas in effect from time to time;

(b) all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in this Certificate of Formation, the Bylaws or the Declaration, including, without limitation, the following:

(i) to fix, levy, and collect assessments and other charges to be levied against the property subject to the Declaration and to enforce payment thereof by any lawful means;

(ii) to manage, control, operate, maintain, preserve, repair and improve the common area and facilities, and any property subsequently acquired by the Corporation, or any property owned by another, for which the Corporation, by rule, regulation, Declaration or contract, has a right or duty to provide such services;

(iii) to enforce covenants, conditions or restrictions affecting any property to the extent the Association may be authorized to do so under the Declaration or Bylaws;

(iv) to engage in activities which will actively foster, promote and advance the common interests of all owners of property subject to the Declaration;

(v) to buy or otherwise acquire, sell or otherwise dispose of, mortgage, or otherwise encumber, exchange, lease, hold, use, operate and otherwise deal in and with real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the Corporation, which shall include the power to foreclose its lien on any property subject to the Declaration by judicial or non-judicial means;

(vi) to borrow money for any purpose subject to such limitations as may be contained in the Bylaws;

(vii) to enter into, make, perform and enforce contracts of every kind and description and to do all other acts necessary, appropriate or advisable in carrying out any purpose of the Association, with or in concert with any other association, corporation or other entity or agency, public or private;

(viii) to act as agent, trustee or other representative of other corporations, firms or individuals and, as such, to advance the business or ownership interests in such corporations, firms or individuals;

(ix) to adopt, alter and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Association; provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of the Declaration; and

(x) to provide or contract for services benefiting the property subject to the Declaration, including, without limitation, garbage removal and any and all supplemental municipal services as may be necessary or desirable.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; provided, none of the objects or purposes herein set out shall be construed to authorize the Corporation to do any act in violation of the Texas Business Organizations Code, and all such objects or purposes are subject to said Code.

The powers specified in each of the paragraphs of this Article 4 are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provision of this Article 4.

Article 5. **Definitions.** All capitalized terms used in this Certificate of Formation shall be defined in the same manner as defined in the Declaration, which definitions are incorporated herein by this reference.

Article 6. **Membership.** The Corporation shall be a membership corporation without certificates or shares of stock. All Owners (as defined in the Declaration), by virtue of their ownership of Lots subject to the Declaration, are members of the Association. The members shall be divided into classes and entitled to a vote in accordance with the Declaration and Bylaws.

Article 7. **Board of Directors.** The business and affairs of the Corporation shall be conducted, managed, and controlled by a Board of Directors (the "Board"). The Board may delegate such operating authority to such companies, individuals, or committees as it, in its discretion, may determine. The Board shall consist of no less than three (3) and no more than five (5) members. The initial Board shall consist of the following three (3) members:

<b><u>Name</u></b>	<b><u>Address</u></b>
Jim Williams, Jr.	5850 Granite Parkway, Suite 100 Plano, Texas 75024
Douglas C. Mousel	5850 Granite Parkway, Suite 100 Plano, Texas 75024
Julie Kerr	5850 Granite Parkway, Suite 100 Plano, Texas 75024

The method of election, removal and filling of vacancies, and the term of office and number of directors shall be as set forth in the Bylaws.

Article 8. **Liability of Directors.** To the fullest extent permitted by Texas statutes, as the same exist or as they may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits broader limitation than permitted prior to such amendment), a director of the Corporation shall not be liable to the Corporation for monetary damages for an act or omission in the director's capacity as a director. Any repeal or amendment of this Article 8 by the Corporation shall be prospective only and shall not adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such repeal or amendment.

Article 9. **Termination.** The Corporation may be terminated only as provided by the laws of the State of Texas. Notwithstanding the foregoing, the City of Lucas must consent in writing to the termination of the Corporation.

Article 10. **Amendments.** Subject to the provisions of the Texas Business Organizations Code, if applicable, this Certificate of Formation may be amended with the approval of the Board and sixty-seven percent (67%) of the total votes in the Association, and with the approval of the Class "B" Member, so long as such membership exists. No amendment shall conflict with the

Declaration nor shall any amendment be effective to impair or dilute any rights of members that are granted by the Declaration.

Article 11. **Action Without a Meeting**. Any action required by the Texas Business Organizations Code to be taken at a meeting of the members or directors of the Corporation or any action that may be taken at a meeting of the members or directors or of any committee may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of members, directors or committee members as would be necessary to take that action at a meeting at which all of the members, directors or members of the committee were present and voted.

Article 12. **Registered Agent and Office**. The initial registered office of the Corporation is 5850 Granite Parkway, Suite 100, Plano, Texas 75024, and the initial registered agent at such address is Jim Williams, Jr.

Article 13. **Mailing Address**. The mailing address of the Corporation is 5850 Granite Parkway, Suite 100, Plano, Texas 75024.

Article 14. **Organizer**. The name and address of the organizer is as follows:

Lance E. Williams  
Riddle & Williams, P.C.  
3811 Turtle Creek Blvd., Suite 500  
Dallas, Texas 75219

**IN WITNESS WHEREOF**, the undersigned incorporator has executed this Certificate of Formation this \_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Lance E. Williams

G\ART-INC\WILDFLOWERESTATES

**EXHIBIT "D"**  
**Design Standards**



**City of Lucas  
Planning and Zoning Commission  
Agenda Request  
March 12, 2026**

Requester: Joe Hilbourn, Development Services Director

**Agenda Item Request:**

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Consider approving a request by Doug Mousel on behalf of LandPlan Rogers, LP for a final plat for Wildflower Estates, an addition to the City of Lucas being all of a 39.7-acre tract of land located in the Hearne Survey, Abstract 426, Turner Survey, Abstract 901, and Gray Survey, Abstract 349, otherwise known as the southeast corner of Lewis Lane and Shepherds Creek.

**Background Information:**

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The property is situated on the east side of Lewis Lane, south of Shepherds Creek, and is currently zoned as R-1.5 (Single-Family Residential, 1.5-acre lots) and AO (Agricultural).

The proposed subdivision consists of 10 lots, including 8 residential building lots and 2 designated as open space. The City's Engineering Department reviewed and approved the civil construction plans on January 31, 2025. The As-builts have been reviewed. A two- year, ten percent (10%) maintenance bond has been submitted. Park dedication and site inspection fees have been paid.

A Conditional Letter of Map Revision (CLOMR) has been submitted to the Federal Emergency Management Agency (FEMA), and city staff have received copies of both the CLOMR and the associated flood study. The subdivision features a looped water main, a split entrance, and an oversized cul-de-sac designed to address concerns related to dead-end streets exceeding 600 feet and developments with more than 10 lots.

**Attachments/Supporting Documentation:**

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1. Final Plat application
2. Site Plan
3. Final Plat

**Budget/Financial Impact:**

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N/A

**Recommendation:**

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The proposed final plat for Wildflower Estates meets all the city's requirements for approval.

**Motion:**

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I make a motion to approve/deny a request by Doug Mousel on behalf of LandPlan Rogers, LP for a final plat for Wildflower Estates, an addition to the City of Lucas being all of a 39.7-acre tract of land located in the Hearne Survey, Abstract 426, Turner Survey, Abstract 901, and Gray Survey, Abstract 349.



August 13, 2025

City of Lucas  
Attn: Joe Hilbourn, Development Services Director  
665 Country Club Road  
Lucas, Texas 75002-7651

RE: Application of Final Plat of Wildflower Estates and Waiver of Right for 30-Day Action

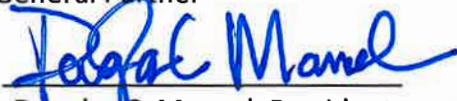
Joe,

I have attached an application for a final plat of Wildflower Estates. Also, please accept this letter as LandPlan Rogers, LP's waiver of its right to have the City act on the final plat within thirty (30) days of the date of the application and this letter. As we discussed, I am submitting the final plat now so that we can promptly obtain and respond to the City's review comments on the final plat and associated HOA documents. Doing so will enable us to more efficiently schedule the final plat for approval by the Planning & Zoning Commission once the required public improvements are completed. Should you need to contact me, you can do so at (214) 618-3811 or dmousel@landplan.net. I appreciate your continued assistance.

Thank you,

LandPlan Rogers, LP, a Texas limited partnership

By: Texas Land Management, L.L.C.,  
a Texas limited liability company,  
its General Partner

By:   
Douglas C. Mousel, President

Enclosures: Final plat application with Final Plat and Site Plan  
Check for application fee  
Final plat checklist  
Tax statements showing zero balance  
Declaration of Covenants, Conditions and Restrictions (CCRs) for Wildflower Estates  
Electronic copies of the Final Plat, Site Plan, and CCRs will be emailed



# PRELIMINARY AND FINAL PLAT Application Guidelines

## LOCATION AND CONTACTS

**Final Plat - Wild Flower Estates**

Physical Location of Property: Southeast corner of Lewis Ln + Shepherds Creek Dr  
(Address and general location - approximate distance to nearest existing street intersection)

Legal Description of Property: 39.29 acres in Hearne Survey Abstr 901 and Gray Survey Abstr 349  
(Survey/ Abstract Number and Tracts/Platted Subdivision Name with Lots/Block - Must attach metes and bounds description)

Comprehensive Zoning Designation(s): R1.5

Existing Zoning Designation(s): R1.5 and A0

Description of Project Use: Single Family

Acreage: 39.29

Existing # of Lots/Tracts: 8 single-family lots, 1 A0 lot, and 2 common area lots

OWNERS NAME: Land Plan Rogers, LP

Contact Number: (214) 618-3811

Applicant/Contact Person: Douglas Mousel

Title: President - Land Plan

Company Name

Street Address: 5850 Granite Pkwy, Suite 100, Plano, TX 75024

Mailing Address: same as above

Phone: (214) 618-3811

Fax:

Email: dmousel@landplan.net

**Applicant**  
OWNERS NAME: Land Plan Development

Contact Number: (214) 618-3811

Applicant/Contact Person: Douglas Mousel

Title: President

Company Name

Street Address: 5850 Granite Pkwy, Suite 100, Plano, TX 75024

Mailing Address: same as above

Phone: (214) 618-3811

Fax:

Email: dmousel@landplan.net

ENGINEER REPRESENTATIVE:

Contact Number: (214) 514-3570

Applicant/Contact Person: Ryan Sextro

Title: Project Manager

Company Name: Westwood

Street Address: 11000 Frisco St, Suite 400, Frisco, TX 75033

Mailing Address: same as above

Phone: (214) 514-3570

Fax:

Email: ryan.sextro@westwoodps.com

Read before signing below: If there is more than one property owner complete a separate sheet with the same wording as below. The City requires all original signatures. If applicant is other than the property owner a "Power of Attorney" with original, notarized signatures are required. (notaries are available)



## PRELIMINARY AND FINAL PLAT Application Guidelines

### ITEMS REQUIRED PRIOR TO FINAL PLAT APPROVAL:

**ALL APPLICATIONS MUST BE COMPLETE, ACCOMPANIED BY THE APPLICABLE CHECKLIST AND TAX CERTIFICATE SHOWING TAXES PAID BEFORE BEING SCHEDULED ON THE P&Z AGENDA.** It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements (in the Zoning & Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists that may be required from City staff), including the number of plans to be submitted, application fees, etc. Please contact City staff in advance for submittal requirements. Drawings will not be returned to applicant.

**ALL PARCELS/PROPERTIES MUST MATCH IN ACREAGE ALL OTHER DOCUMENTS SUBMITTED WITH NO AMBIGUITY.**

**SUBMISSIONS:** Failure to submit all materials to the City with this application will result in delays scheduling the agenda date.

**NOTICE OF PUBLIC RECORDS:** The submission of plans/drawings with this application makes such items public record, and the applicant understands that these items may be viewed by the public unless they are copyrighted.



# PRELIMINARY AND FINAL PLAT Application Guidelines

- Applicant agrees to pay any and all required fees due to the City including but not limited to Plat application fee, Park dedications fee, Tree Removal Permit fee, \$1500 per lot public improvement inspection fee and including but not limited to other fees that may be required prior to final plat approval.
- Maintenance Bond for City Improvements, 2 year – 10% Bond to be verified by submitting contract.
- Construction as-built record drawings (mylar)
- Engineering construction test reports.
- Walk-through with Public Works personnel completed with satisfactory outcome.
- HOA (covenants, conditions & restrictions) documentation approved by City Attorney before submittal to Planning & Zoning.

By signing this application, I hereby grant the Development Services Director and City staff access to my property to perform work related to this Preliminary and Final Plat Application.

STATE OF TEXAS        }  
COUNTY OF COLLIN    }

BEFORE ME, a Notary Public, on this day personally appeared Jim Williams, Jr. the undersigned applicant, who, under oath, stated the following: "I hereby certify that I am the owner, or duly authorized agent of the owner, (**proof must be attached, e.g. "Power of Attorney"**) for the purposes of this application; that all information submitted herein is true and correct. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial."

LandPlan Rogers, LP, a Texas limited partnership  
By: Texas Land Management, L.L.C.,  
a Texas limited liability company,  
its General Partner

[Signature]  
Owner / Agent (circle one)

(Notary seal)

Jim Williams, Jr., Chairman

SUBSCRIBED AND SWORN TO before me, this the 13<sup>th</sup> day of August, 2025

Notary Public in and for the State of Texas



Kristi Walls

<b>Official Use Only:</b>	
Planning & Zoning: _____	Date: _____
City Council: _____	Date: _____
Applicant Withdrew: Yes or No	Date: _____
Applicant Made a Written Withdrawal: Yes or No	Date: _____



# PLATTING APPLICATION

Name of Subdivision and/or Project: Wildflower Estates

Items Submitted

Filing Fee

**Preliminary Plat**

- Single Family Residential Subdivision Development
  - \$750 + \$5 per acre with 20 acres or less (i.e. \$850 for 20 acres) excluding minor plats of five (5) acres or less.
  - \$750 + \$5 per acre with 21 - 30 acres (i.e. \$900 for 30 acres)
  - \$800 + \$5 acre with 31 - 45 acres (i.e. \$1,025 for 45 acres)
  - \$900 + \$5 per acre with 46+ acres (i.e. \$1,130 for 46 acres)
- Estate Residential Subdivision Development
  - \$1,000 + \$7 per acre for all size parcels (i.e. \$1,140 for 20 acres)
- Minor Plats
  - \$500 + \$5 per acre with 5 acres or less (i.e. \$525 for 5 acres)
- Non-residential District Plats
  - \$800 + \$10 per acre with 30 acres or less
  - \$850 + \$10 per acre with 31 – 45 acres
  - \$950 + \$10 per acre with 46+ acres

**Final Plat**

- Single Family Residential Subdivision Development
  - \$800 + \$5 per acre with 30 acres or less
  - \$850 + \$5 per acre with 31 – 45 acres **(39.29 ac x \$5)**
  - \$950 + \$5 per acre with 46+ acres

*Any additional development fees will be charged at final plat rates.*
- Estate residential Subdivision Development
  - \$950 + \$7 per lot for all size parcels
- Minor Plat
  - \$350 + \$5 per acre with 5 acres or less
- Non-residential District Plats
  - \$850 + \$10 per acre for up to 30 acres
  - \$900 + \$10 per acre with 31 – 45 acres
  - \$1,000 + \$10 per acre with 46+ acres
- Replat
  - Minor Plat (5 acres or less) \$450 + \$5 per acre (\$475 for 5 acres)
  - All others - \$600 + \$10 per acre
- Amended Plat
  - Minor Plats (5 acres or less) - \$300 + \$7 per acre (i.e. \$300 for an amended plat for 5 acres)
  - All others - \$500 + \$10 per acre (i.e. \$700 for an amended plat for 20 acres)

**Storm Water Run-Off Permit**

- Developments 0 – 3 acres \$75
- Developments 4 – 10 acres \$150
- Developments 10+ acres \$500

**Vacation of Plat**

- \$500 + \$10 per acre

**Concept Plan (Optional Land Study)**

- \$150 per session with Planning & Zoning and/or City Council

**Tree Survey/Conservation Plan**

No Fee

**Tree Removal & Site Clearing Permit**

- \$250

**Park Site Dedication**

- \$1,000 per lot or land dedication

**TOTAL**

**\$ 1,046.<sup>45</sup>**

**\$ 1,046.<sup>45</sup>**



## PRELIMINARY AND FINAL PLAT Submission Requirements

### 1st or Initial Submittal:

- 24" x 36" An electronic copy of the Plat and/or Exhibits in PDF format
- 11" x 17" An electronic copy of the Plat and/or Exhibits in PDF format
- Completed Checklist
- Completed Preliminary and Final Plat Application
- Letter requesting any variance, exception, or modification to a regulation, or why an issue was not addressed
- Fee as required herein

### 2nd and 3rd Submittals to Address Requirements:

- Highlight questions asked by the Development Review Committee (DRC) in bold
- Provide response/correction directly below DRC question
- 24" x 36" An electronic copy of the Plat and/or Exhibits in PDF format
- 11" x 17" An electronic copy of the Plat and/or Exhibits in PDF format

### 4th and Subsequent Submittal(s):

- 24" x 36" An electronic copy of the Plat and/or Exhibits in PDF format
- 11" x 17" An electronic copy of the Plat and/or Exhibits in PDF format
- Fee equal to the original submission fee

### When Staff has Determined the Application is Complete and Accepted for Final Approval:

- Two (2) 24" x 36" folded copies of the Plat and/or Exhibits
- Two (2) 11" x 17" Z folded copies of the Plat and/or Exhibits
- An electronic copy of the Plat and/or Exhibits in PDF format

### Note:

If an improvement agreement \* (sometimes referred to as a facilities agreement) is required, it shall be approved by the City Council, and should be coordinated through the Development Services Director. Please refer to City of Lucas Code of Ordinance Section 10.03.037 for further clarification.

Signature requirements for final plats regarding mortgage holders. At the submission of the approved final plat, prior to release of the final plat for filing with the respective County, the City shall require the following:

1. A certified copy of the Deed or Deed of Trust on file at the County Clerk's office, showing the owner of the property and, as applicable, the lien or mortgage holder(s) of the property to be platted. If the property was recently purchased and a copy of the Deed or Deed of Trust is not on file with the respective County, a signed and notarized copy of the Deed or Deed of Trust; and
2. A notarized Title Certificate issued within 14 days of final plat approval.

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\* Construction & engineering plans for public infrastructure improvements



# FINAL PLAT Minimum Requirements Checklist

Project Name Wildflower Estates Preparer Westwood

This checklist is provided to assist you in addressing the minimum requirements for final plat submission. An application is incomplete unless all applicable information noted below is submitted to the Development Services Department. Confirm that all information is included on the submitted plans by checking the box next to the required information. **Checking the box certifies to the City that you have completely and accurately addressed the issue.**

This completed form must be returned at the time of application submittal. If an exception or modification to the regulations is requested, the reason and/or request for each shall be provided on a separate sheet on letterhead with sufficient details as to allow a determination by the appropriate approving body. Additional information may be required. Reference the specific requirement. All exception/modification requests must also be specifically listed on the plans.

Plans are expected to be submitted complete in all detail as included by the checklist. Should plans be determined to be incomplete, they may either be returned to the applicant without further review or marked up with needed changes. **If a preliminary plat was not required, a Tree Survey/Preservation Plan is required as part of the submittal requirements with and at the time of submittal of the final plat. Refer to the Development Plan Application for the needed application and checklist.**

**Items to be Included:**

- Preliminary Plat.** All information required for a Preliminary Plat.
- Drawings and Plans.** Record drawings, construction plans including one set of mylars and a digital copy in PDF, and DWG format, and two sets of blacklines, where applicable. *To be provided*
- Improvement Agreement.** The improvement agreement and security if required, in a form satisfactory to the City Attorney and in an amount established by the City Council upon recommendation of the City Engineer and shall include a provision that the owner shall comply with all the terms of the Final Plat Approval as determined by the commission. *N/A*
- Dedication Documentation.** Formal irrevocable offers of dedication to the public of all streets, alleys, utilities, easements and parks in a form approved by the City Attorney. *R-OW deduction per plot*
- Phases.** An owner may, at the discretion of the commission, obtain approval of a phase of a subdivision for which a preliminary plat was approved provided such phase meets all the requirements of this article in the same manner as is required for a complete subdivision. *N/A*
- HOA Agreement.** If applicable, copy of agreements, covenants and restrictions establishing and creating the homeowners' association approved by the commission based on recommendation of the City Attorney.
  - Homeowner Association Covenants, Conditions, and Restrictions (CCR's) are submitted for review and include statements for perpetual maintenance and provisions for maintenance by City of Lucas should the homeowner's association (HOA) dissolve.
- I have made the decision NOT to waive the statutory time limits (30 days) in accordance with section 212 of the Texas Local Government Code. I understand and acknowledge that the City may DENY my Plat Application if not complete as determined by staff within the 30-day time period.**
- Map.** Location map clearly showing the location of the proposed Final Plat with cross streets is included. Indicate scale or not to scale (NTS) and provide north arrow.
- Legend and Scale.** Written and bar graph scale and north arrow are indicated. North shall be oriented to the top or left side of the sheet.
- Boundary Lines.** Abstract lines, survey lines, corporate boundaries are shown and clearly labeled.
- Title Block.** A title block is provided in the lower right corner that includes large, boldly printed:

(SUBDIVISION NAME)  
 FINAL PLAT (or REPLAT, AMENDING PLAT, MINOR PLAT as applicable)  
 LOT(S) \_\_\_\_\_, BLOCK(S) \_\_\_\_\_  
 (survey, abstract and tract number)  
 If a replat, include:  
 REPLAT OF LOT(S) \_\_\_\_\_, BLOCK(S) \_\_\_\_\_



# FINAL PLAT

## Minimum Requirements Checklist

- Contact, Acres, and Filing Information.** The owner and surveyor's name, address and phone number, gross and net areas as applicable, submission date, and a log of submittal/revision dates since submitted to the city.
- Property Information.** Location of property lines, owner or subdivision name(s) and recording information of abutting properties is shown.
- Abutting Property Information.** Abutting properties are indicated by a light solid line.
- Existing ROW Information.** Existing boundary of street rights-of-way adjacent to the property and boundaries of right-of-way dedication are indicated by a medium weight solid line, intermittent with two dashed lines, and widths are dimensioned.
- Proposed Street and ROW Information:**
  - Existing and proposed internal alleys and streets ROW are indicated by a medium weight solid line, intermittent with two dashed lines.
  - Streets are named and ROW dimensioned.
  - Streets and alleys ROW within 200 feet of the subject property boundary are accurately located, dimensioned, and named/labeled.
  - Residential minor streets shall be designed and platted so that no street segment shall have a straight line for more than 1,000 feet before altering its course by at least 20 degrees.
- Lot Lines:**
  - The length and bearing of all straight lines, radii, arc lengths, tangent length and central angles of all curves are indicated along the lines of each lot. The curve data pertaining to block or lot boundary may be placed in a curve table at the base of the plat and prepared in a tabular form with the following information:
    - Curve number
    - Delta
    - Radius
    - Tangent length
    - Tangent offset
    - Arc length
    - Chord
  - Internal lot lines are clearly indicated and shown to scale.
- Survey Markers and Monuments:** *To be provided*
  - The description and location of all survey monuments placed in the subdivision or immediately adjacent to it are shown.
  - In all subdivisions, corners are established at the corner of each block in the subdivision consisting of an iron rod or pipe not less than three-quarter inches (3/4") in diameter and twenty-four inches (24") deep, flush with the top of the sidewalk or other paving, surface, etc. All lot corners shall be installed prior to the final inspection of the subdivision.
  - Lot corner monuments are placed at all lot corners except corners which are also block corners, consisting of iron rods or pipes of a diameter of not less than one-half inch (1/2") and eighteen inches (18") deep set flush with the top of the sidewalk. All lot corners shall be installed prior to the final inspection of the subdivision.
  - Curve point markers are established using the same specifications as lot corners. All lot corners shall be installed prior to the final inspection of the subdivision.
- Lots:**
  - Each lot is dimensioned with bearings and distances, as applicable, and the square footage of each lot is indicated.
  - Each lot is numbered, and block groups are assigned a letter.
- Flood Plain:**
  - The location of flood plain boundaries and state or federally protected areas, such as wetlands, are indicated.
  - A note is included that states whether or not the property is in the 100-year flood plain, with the F.I.R.M. Community Panel reference number and map date indicated.



# FINAL PLAT

## Minimum Requirements Checklist

- Easements:**
  - Existing easements are indicated by a light, dashed line and labeled indicating dimension, purpose, and County recording information.
  - Proposed easements are indicated by a medium weight, dashed line and labeled indicating dimension and purpose.
- Ingress/Egress.** Required cross access or ingress/egress easements are shown, dimensioned, labeled, and properly tied down. *N/A*
- Zoning.** Existing zoning of the subject property is indicated. *on site plan*
- Parks and Open Space.** Location and area of parks, drainage ways, and open space is indicated. Open space/Homeowner's Association (HOA) areas are to be labeled with tract number/s.
- Legal Description.** A legal description/metes and bounds description is included.
- Utility/Governmental Notes.** Include any notes required by the various affected agencies/utilities. *N/A*
- Reservations/Dedications.** Sites to be reserved or dedicated for parks, playgrounds and/or other private or public use are indicated. *N/A*
- Notes.** Applicable notes have been added to the plat. Any change from the wording shown herein shall be approved by the City of Lucas.
- Improvement Agreement.** The Improvement Agreement and security, if required, in a form satisfactory to the City Attorney and in an amount established by the City Council upon recommendation of the City Engineer and should include a provision that the owner will comply with all the terms of the final plat approval as determined by the Commission. *N/A*
- Phases.** At the discretion of the Commission, obtain approval of a phase of a subdivision for which a Preliminary Plat was approved provided such phase meets all the requirements of the subdivision ordinance. *N/A*
- Replat/Amending Plat.** The purpose of a Replat or Amending Plat is specifically noted on the face of the drawing. *N/A*
- Certificates.** The following certificates shall be placed on the final plat in a manner that will allow them to be clearly visible on the final plat.

APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF LUCAS, TEXAS, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Tommy Tolson, Chair  
Planning and Zoning Commission

\_\_\_\_\_  
City Secretary

“APPROVED FOR PREPARATION OF FINAL PLAT”

\_\_\_\_\_  
Tommy Tolson, Chair  
Planning and Zoning Commission

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joseph Hilbourn, Development Services Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott Holden, Public Works Director/City Engineer

\_\_\_\_\_  
Date









OWNER'S DEDICATION AND ACKNOWLEDGEMENT

39.745 ACRES
MARTIN HEARNE SURVEY ABSTRACT NO. 426, L.P. TURNER SURVEY, ABSTRACT NO. 901
AND JOHN GRAY SURVEY, ABSTRACT NO. 349
CITY OF LUCAS, COLLIN COUNTY, TEXAS

WHEREAS Carol McCahill et al is the sole owner of a 39.745 acre tract of land situated in the Martin Hearne Survey, Abstract No. 426, L.P. Turner Survey, Abstract No. 901 and the John Gray Survey, Abstract No. 349, City of Lucas Collin County, Texas, and being part of a tract of land described in part of First Tract and all of Second Tract, conveyed to Carol McCahill et al, by a Warranty Deed of record in Volume 4372, Page 1442, Deed Records, Collin County, Texas; said 39.745 acre tract being more particularly described as follows:

BEGINNING in the approximate center line of the gravel pavement of Lewis Lane, an undefined width prescriptive right-of-way, and being in the northerly line of said McCahill tract;

THENCE along the said northerly line of said McCahill tract, the following courses and distances:

- North 88 degrees 20 minutes 34 seconds East, a distance of 1,130.07 feet;
North 01 degrees 27 minutes 02 seconds West, a distance of 100.34 feet;
North 88 degrees 05 minutes 45 seconds East, a distance of 539.94 feet;

THENCE departing the said northerly line of said McCahill tract, along the easterly line of said McCahill tract, the following courses and distances:

- South 00 degrees 54 minutes 38 seconds East, a distance of 225.71 feet;
South 84 degrees 07 minutes 50 seconds East, a distance of 310.73 feet;
South 36 degrees 01 minutes 57 seconds East, a distance of 591.02 feet;
South 27 degrees 58 minutes 36 seconds East, a distance of 123.05 feet;

THENCE departing the said easterly line of said McCahill tract, along the southerly line of said McCahill tract, the following courses and distances:

- North 89 degrees 40 minutes 37 seconds West, a distance of 6.56 feet;
South 88 degrees 57 minutes 05 seconds West, a distance of 298.92 feet;
North 89 degrees 53 minutes 04 seconds West, a distance of 311.73 feet;
South 89 degrees 08 minutes 49 seconds West, a distance of 94.50 feet;
South 00 degrees 47 minutes 08 seconds West, a distance of 132.17 feet;
South 87 degrees 51 minutes 10 seconds West, a distance of 1,337.53 feet;

North 02 degrees 01 minutes 03 seconds West, a distance of 279.16 feet;

South 82 degrees 00 minutes 04 seconds West, a distance of 228.01 feet to a southwest corner of said McCahill tract, and being in the said approximate center line of the gravel pavement of Lewis Lane;

THENCE North 09 degrees 07 minutes 04 seconds West, along the said approximate center line of the gravel pavement of Lewis Lane and the westerly line of said McCahill tract a distance of 332.60 feet;

THENCE North 08 degrees 37 minutes 22 seconds West, continuing along the said approximate center line of the gravel pavement of Lewis Lane and the westerly line of said McCahill tract, a distance of 309.47 feet to the POINT-OF-BEGINNING, containing 1,731,280 square feet or 39.745 acres of land.

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, \_\_\_\_\_, do hereby certify, that I prepared this plat from an actual on the ground survey of the land as described and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Platting Rules and Regulations of the City of Lucas Planning and Zoning Commission.

Registered Professional Surveyor

THE STATE OF TEXAS §
COUNTY OF COLLIN §

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_ Owners, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purpose and considerations therein expressed. Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Texas

FLOODWAY & DRAINAGE EASEMENT

This plat is hereby adopted by the Owner(s) and approved by the City of Lucas (Called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors and assigns: The area or areas shown on the plat as "Floodway & Drainage Easement" shall remain unimproved at all times and be maintained by the Owners of the lot or lots that are traversed by, or adjacent to the said Floodway & Drainage Easement. The area within the Floodway & Drainage Easement is subject to storm water overflow and bank erosion to an extent that cannot be defined. The City shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena. The City will not be responsible for the maintenance and operation of the Floodway & Drainage Easement or for any damage to private property or person that results from the flow of water within the Floodway & Drainage Easement. No obstruction to the natural flow of storm water shall be permitted by construction of any type within the Floodway & Drainage Easement unless approved by the Director of Public Works. Each property owner shall keep the portion of the Floodway & Drainage Easement traversing or adjacent to his property clean and free of debris, silt, and any materials that would result in unsanitary conditions, or obstruct the flow of water. The City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by streets and alleys in or adjacent to the subdivision, then in such event, the City shall have the right to enter upon the Floodway & Drainage Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. The natural drainage through the Floodway & Drainage Easement, as in the case of all natural channels, are subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. Building areas outside the Floodway & Drainage Easement line shall be filled to a minimum elevation as shown on the plat. The minimum floor elevation for each lot shall be as shown on the plat.

OWNER'S CERTIFICATE

STATE OF TEXAS }
COUNTY OF COLLIN }

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Iwe, \_\_\_\_\_, Owners, do hereby bind themselves and their heirs, assignees and successors of title this plat designating the hereinabove described property as WILDFLOWER ESTATES, an addition to the City of Lucas, and do hereby dedicate to the public use forever the streets, alleys, and right-of-way easements shown thereon, and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths that in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements strips, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, without the necessity at any time of procuring the permission of anyone. Additionally, I/we certify that I/we are the sole owners of the dedicated property and that no other's interest is attached to this property unless otherwise indicated on the required Mortgage Holder Certification that is included on this plat. Furthermore, as the owner of the property described herein, and in consideration of establishing the subdivision described herein, I/we agree to the following:

- Every owner of fee simple title to every individual lot within the subdivision shall be a member of the homeowners' association;
• The homeowners' association shall have the authority to collect membership fees;
• As applicable as it pertains to conditions shown herein, the homeowners' association shall be responsible for the maintenance of all common areas, screening walls, landscaped areas, private streets and alleys.
• The homeowners' association shall grant the City the right of access to any areas to abate any nuisances on such areas and attach a lien upon each individual lot for the prorated costs of abatement.
• The homeowners' association shall indemnify and hold the City harmless from any and all costs, expenses, suits, demands, liabilities, damages, or otherwise, including attorney fees and costs of suit, in connection with the City's maintenance of common areas.
• The homeowners' association shall, where additional rights-of-way has been dedicated for the purpose of providing landscaping, additional areas for sidewalks, walls or other amenities, enter into a license agreement with the City and shall be responsible for the installation and maintenance of all landscape areas in the public rights-of-way.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Lucas, Texas.

Signature of Owner(s)

STATE OF TEXAS }
COUNTY OF COLLIN }

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_ Owners, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for The State of Texas

APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF LUCAS, TEXAS, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

ATTEST:

Tommy Tolson, Chair
Planning and Zoning Commission

City Secretary

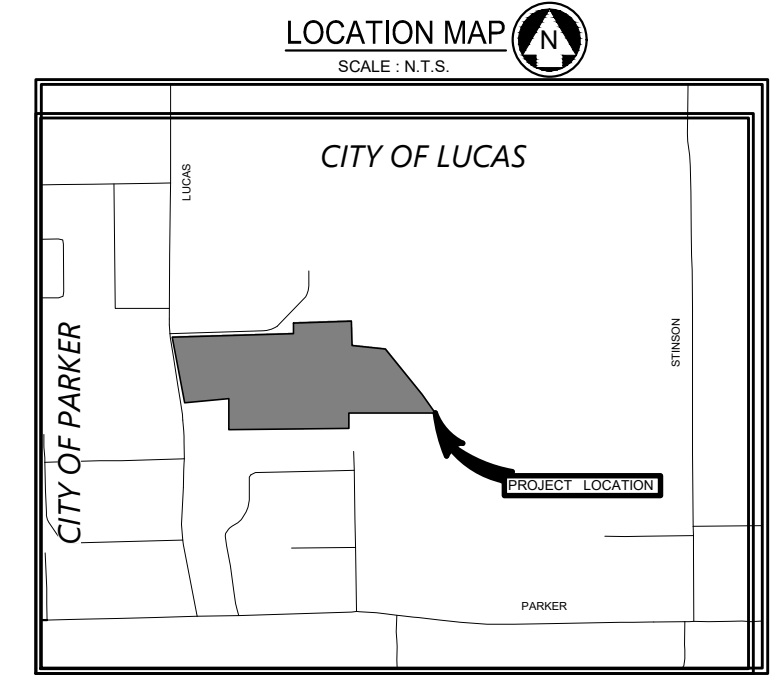
\*APPROVED FOR PREPARATION OF FINAL PLAT\*

Tommy Tolson, Chair Date
Planning and Zoning Commission

Joseph Hilbourn, Development Services Director Date

Scott Holden, Public Works Director/City Engineer Date

VICINITY MAP
N.T.S.



LEGEND

- PROPERTY LINE
EASEMENT LINE
RIGHT OF WAY LINE
LOT LINE

NOTES:

- 1. LOTS OR PORTIONS OF LOTS WITHIN THE FLOODPLAIN OR AREAS OF SPECIAL FLOOD HAZARD REQUIRE A DEVELOPMENT PERMIT PRIOR TO ISSUANCE OF A BUILDING PERMIT OR COMMENCEMENT OF CONSTRUCTION INCLUDING SITE GRADING, ON ALL OR PART OF THOSE LOTS.
2. PROPOSED PAVEMENT IS TO BE CONSTRUCTED USING 6" 3600 PSI CONCRETE PAVEMENT WITH 24' WIDTH



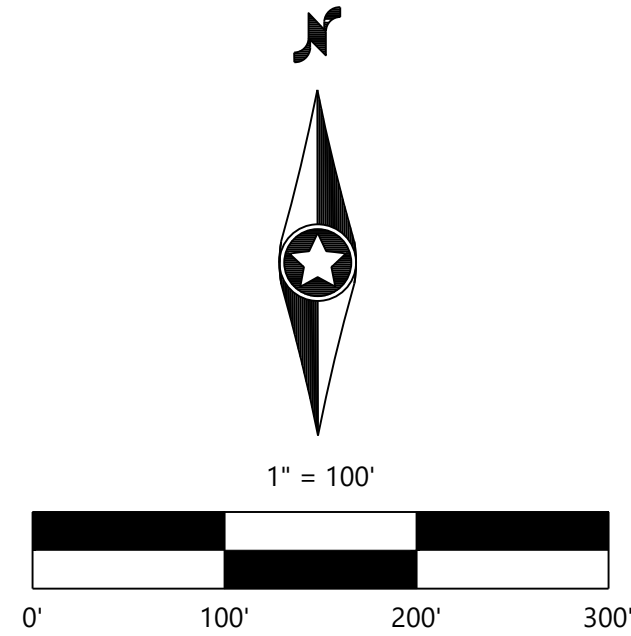
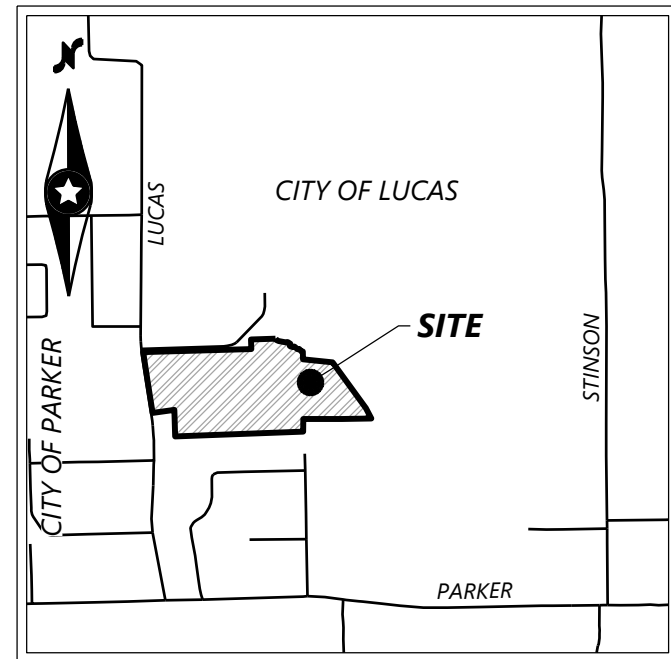
WESTWOOD PROFESSIONAL SERVICES
TEXAS FIRM NO. F-11706
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY FRANK A. BERTOLDI, P.E., A MEMBER, ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

SITE PLAN
WILDFLOWER ESTATES

39.290 ACRES OF LAND BEING ALL OF A TRACT OF LAND CONVEYED TO LANDPLAN ROGERS, LP
8 RESIDENTIAL LOTS, 1 AGRICULTURAL LOT, AND 2 COMMON AREAS BEING OUT OF THE MARTIN HEARNE SURVEY, ABSTRACT NO.426, LEWIS TURNER SURVEY ABSTRACT NO. 901, JOHN GRAY SURVEY ABSTRACT NO. 349
LUCAS, COLLIN COUNTY, TEXAS

Table with 2 columns: OWNER / DEVELOPER (Douglas C. Mousel) and PLANNER / ENGINEER / SURVEYOR (Westwood Professional Services, Inc.). Includes contact information and a metadata table at the bottom with fields for DATE, WESTWOOD PROJECT #, CITY CASE #, DESIGNATED, DRAWN, REVIEWER, and SHEET count (2 of 2).

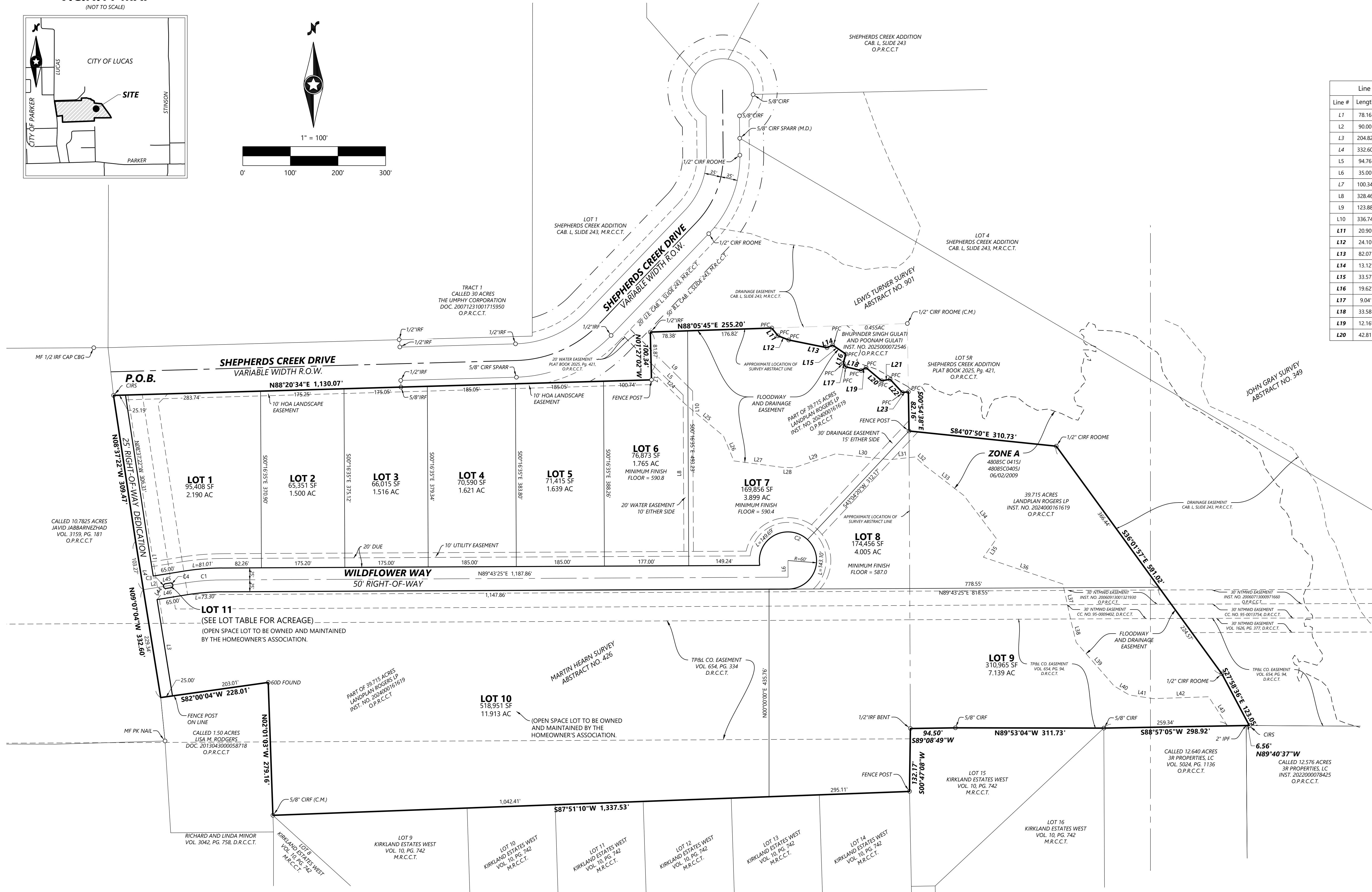
VICINITY MAP (NOT TO SCALE)



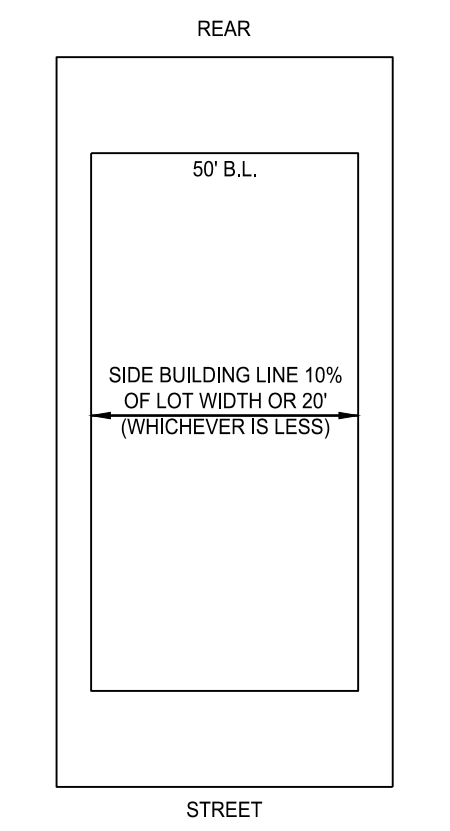
Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	77.15'	500.00'	008°50'28"	N 85°18'10" E	77.08'
C2	292.79'	60.00'	279°35'40"	N 50°04'24" W	77.46'
C3	15.71'	5.00'	180°00'00"	N 9°07'04" W	10.00'
C4	15.71'	5.00'	180°00'00"	S 9°07'04" E	10.00'

Line Table			Line Table			Line Table		
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L1	78.16'	N09°07'04"W	L21	100.34'	N01°27'02"W	L41	50.92'	S81°20'51"E
L2	90.00'	N80°52'56"E	L22	37.72'	S42°50'14"E	L42	116.29'	N88°04'06"E
L3	204.82'	N09°07'04"W	L23	12.78'	N84°10'10"E	L43	72.14'	S33°04'02"E
L4	332.60'	N09°07'04"W	L24	99.34'	S45°23'00"E	L44	30.19'	N39°23'15"E
L5	94.76'	N45°16'35"W	L25	104.22'	S50°18'27"E	L45	10.00'	N80°52'56"E
L6	35.00'	N00°16'35"W	L26	56.63'	S22°29'05"E	L46	10.00'	S80°52'56"W
L7	100.34'	N01°27'02"W	L27	101.28'	S82°25'27"E			
L8	328.46'	N00°16'35"W	L28	25.85'	S87°46'07"E			
L9	123.88'	N45°16'35"W	L29	91.88'	N71°33'54"E			
L10	336.74'	N00°16'35"W	L30	115.11'	S83°57'03"E			
L11	20.90'	N38°37'36"W	L31	53.52'	N83°50'16"E			
L12	24.10'	N68°48'43"W	L32	20.90'	S46°35'27"E			
L13	82.07'	N78°35'03"W	L33	109.65'	S52°30'05"E			
L14	13.12'	N65°27'47"E	L34	113.29'	S37°02'59"E			
L15	33.57'	S55°45'11"E	L35	47.69'	S35°09'27"W			
L16	19.62'	S16°18'01"W	L36	176.10'	S71°20'15"E			
L17	9.04'	S30°44'00"E	L37	79.69'	S12°23'39"E			
L18	33.58'	S76°31'03"E	L38	45.88'	S13°36'55"E			
L19	12.16'	N60°00'26"E	L39	121.49'	S41°01'41"E			
L20	42.81'	S49°47'42"E	L40	36.92'	S59°15'18"E			

Lot Table		
Lot #	SF	Acre
LOT 1	95,408	2.190
LOT 2	65,351	1.500
LOT 3	66,015	1.516
LOT 4	70,590	1.621
LOT 5	71,415	1.639
LOT 6	76,873	1.765
LOT 7	169,856	3.899
LOT 8	174,456	4.005
LOT 9	310,965	7.139
LOT 10	518,951	11.913
LOT 11	179	0.004
R-O-W	91,419	2.099



TYPICAL REAR SECTION



**LEGEND**

IRF	IRON ROD FOUND
CIRS	1/2" IRON ROD WITH PLASTIC CAP FOUND
CIRF	STAMPED "WESTWOOD PS" CAPPED IRON ROD FOUND
CAB. VOL. / PG.	CABINET VOLUME PAGE
M.R.C.C.T.	MAP RECORDS, COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PROPERTY RECORDS, COLLIN COUNTY, TEXAS
C.C. NO.	COUNT CLERK'S NUMBER
INST. NO.	INSTRUMENT NUMBER
D.R.C.C.T.	DEED RECORDS, COLLIN COUNTY, TEXAS
(M.D.)	MONUMENT OF RECORD DIGNITY
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING

- GENERAL NOTES:**
- THE BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM, NAD83 TEXAS NORTH CENTRAL ZONE (4202) (2011). COORDINATES SHOWN ARE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 ON GRID COORDINATE VALUES, NO SCALE AND NO PROJECTION.
  - SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCES AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
  - A PORTION OF THE SUBJECT PROPERTY APPEARS TO BE CLASSIFIED AS "ZONE A" (FLOOD HAZARD AREAS - BASED FLOOD UNDETERMINED) WHEN SCALED FROM FLOOD INSURANCE RATE MAP COMMUNITY - PANEL NUMBER 48085C 0415J AND 48085C0405J, DATED JUNE 02, 2009.
  - THE SHRUBS AND IRRIGATION LOCATED WITHIN THE 10' H.O.A. LANDSCAPE EASEMENT WILL BE MAINTAINED BY THE H.O.A. THE FENCE LOCATED WITHIN THE 10' H.O.A. LANDSCAPE EASEMENT SHALL BE MAINTAINED BY EACH INDIVIDUAL LOT OWNER.

OWNER  
**LANDPLAN ROGERS LP**  
 5850 GRANITE PARKWAY, SUITE 100  
 PLANO, TX 75024  
 ENGINEER / SURVEYOR  
**Westwood**  
 Phone (214) 473-4640 2901 Dallas Parkway, Suite 400  
 Toll Free (888) 937-5150 Plano, TX 75093  
 westwoodps.com  
 Westwood Professional Services, Inc.  
 TEPF FIRM REGISTRATION NO. F-11756  
 TEPFS FIRM REGISTRATION NO. F-10074301

FINAL PLAT  
**WILDFLOWER ESTATES**  
**LOTS 1-11**  
 39.290 ACRES OF LAND  
 BEING ALL OF A TRACT OF LAND CONVEYED TO  
 LANDPLAN ROGERS, LP  
 8 RESIDENTIAL LOTS, 1 AGRICULTURAL LOT,  
 AND 2 COMMON AREAS  
 BEING OUT OF THE  
 MARTIN HEARNE SURVEY, ABSTRACT NO. 426  
 LEWIS TURNER SURVEY ABSTRACT NO. 901,  
 JOHN GRAY SURVEY ABSTRACT NO. 349,  
 CITY OF LUCAS, COLLIN COUNTY, TEXAS  
 DATE OF PREPARATION AUGUST 13, 2025

STATE OF TEXAS §  
COUNTY OF COLLIN §

### OWNER'S CERTIFICATE

WHEREAS Landplan Rogers, LP is the sole owner of a 39.290 acre tract of land situated in the Martin Hearne Survey, Abstract No. 426, Lewis Turner Survey, Abstract No. 901, and the John Gray Survey, Abstract No. 349, City of Lucas Collin County, Texas, and being a part of a 39.745 tract of land conveyed to Landplan Rogers, LP, by a deed of record in Instrument No. 2025 Records, Collin County, Texas; said 39.290 acre tract being more particularly described as follows:

BEGINNING at a mag nail set for corner in the approximate center line of the gravel pavement of Lewis Lane, an undefined width prescriptive right-of-way, being in the east line of a called Javid Jabbarnezhad, by deed of record in Volume 3159, Page 181, of said Official Public Records, and being in the south right-of-way line of Shepherds Creek Drive, a variable width right-of-way; said point being in the northerly line of said 39.745 acre tract;

North 88 degrees 20 minutes 34 seconds East, along the said northerly line of said 39.745 acre tract and along the said south line of Shepherds Creek Drive, at a distance of 603.79 feet passing a 5/8 iron rod found at an angle point of said Shepherds Creek Drive and being at a southwest corner of Lot 5R, Shepherds Creek Addition, an addition to the City of Lucas, Collin County, Texas, according to the plat thereof recorded in Plat Book 2025, Page 421, of the Plat Records of Collin County, Texas, continuing along the common line between said Lot 5R and said 39.745 acre tract, in all a total distance of 1,130.07 feet to a fence post found at a southeast corner of Lot 5 and re-entrant corner of said 39.745 acre tract;

THENCE along the said common line between Lot 5R and 39.745 acre tract, the following courses and distances:

North 01 degrees 27 minutes 02 seconds West, a distance of 100.34 feet to a 1/2" iron rod found at a re-entrant corner of said Lot 5R and a northwest corner of said 39.745 acre tract;

North 88 degrees 05 minutes 45 seconds East, a distance of 255.20 feet to an angle point of said Lot 5R, said point being in the meanders of a creek, of said Lot 5R;

THENCE departing the saidthe said common line between Lot 5R and 39.745 acre tract, along the southwesterly line of said Lot 5R and the meanders of said creek, the following courses and distances:

South 38 degrees 37 minutes 36 seconds East, a distance of 20.90 feet to an angle point;

South 68 degrees 48 minutes 43 seconds East, a distance of 24.10 feet to an angle point;

South 78 degrees 35 minutes 3 seconds East, a distance of 82.07 feet to an angle point;

North 65 degrees 27 minutes 47 seconds East, a distance of 13.12 feet to an angle point;

South 55 degrees 45 minutes 11 seconds East, a distance of 33.57 feet to an angle point;

South 16 degrees 18 minutes 1 second West, a distance of 19.62 feet to an angle point;

South 30 degrees 44 minutes 0 seconds East, a distance of 9.04 feet to an angle point;

South 76 degrees 31 minutes 3 seconds East, a distance of 33.58 feet to an angle point;

North 60 degrees 0 minutes 26 seconds East, a distance of 12.16 feet to an angle point;

South 49 degrees 47 minutes 42 seconds East, a distance of 42.81 feet to an angle point;

North 80 degrees 27 minutes 5 seconds East, a distance of 18.10 feet to an angle point;

South 42 degrees 50 minutes 14 seconds East, a distance of 37.72 feet to an angle point;

North 84 degrees 10 minutes 10 seconds East, a distance of 12.78 feet to a point for corner in the said common line between Lot 5R and 39.745 acre tract, at a re-entrant corner of said Lot 5R;

THENCE continuing along the said common line between Lot 5R and 39.745 acre tract, the following courses and distances:

South 00 degrees 54 minutes 38 seconds East, a distance of 225.71 feet to a fence post found at a southwest corner of said Lot 5 and a re-entrant corner of said 39.745 acre tract;

South 84 degrees 07 minutes 50 seconds East, a distance of 310.73 feet to a 1/2" capped iron rod Roome found at an angle point;

South 38 degrees 01 minutes 57 seconds East, a distance of 591.02 feet 1/2" capped iron rod Roome found at an angle point;

South 27 degrees 58 minutes 36 seconds East, a distance of 123.05 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for the most easterly corner of said 39.745 acre tract and being at a southwest corner of said Lot 5R;

THENCE North 89 degrees 40 minutes 37 seconds West, departing the said common line between Lot 5R and the 39.745 acre tract, along the southerly line of said 39.745 acre tract, along the south line of said 39.745 acre tract, a distance of 6.56 feet to a 2" pipe found at the northeast corner of said 12.640 acre tract of land conveyed to 3R Properties, LLC, by deed of record in Volume 5024, Page 1136, of said Official Public Records;

THENCE South 88 degrees 57 minutes 05 seconds West, a distance of 298.92 feet to a 5/8" capped iron rod DCA found at the northwest corner of said 12.640 acre tract and being at the northeast corner of Lot 16, Kirkland Estates West, an addition to the City of Lucas, Collin County, Texas, according to the plat thereof recorded in Volume 10, Page 742, of said Map Records;

THENCE along the common line between said 39.745 acre tract and said Kirkland Estates West, the following courses and distances:

North 89 degrees 53 minutes 04 seconds West, a distance of 311.73 feet to a 5/8" capped iron rod DCA found;

South 89 degrees 08 minutes 49 seconds West, a distance of 94.50 feet to a 1/2" iron rod (bent) found at a re-entrant corner of said 39.745 acre tract and a northwest corner of Lot 15, of said Kirkland Estates West;

South 00 degrees 47 minutes 08 seconds West, a distance of 132.17 feet to a fence post found at a southeast corner of said 39.745 acre tract and the northeast corner of Lot 14, of said Kirkland Estates West;

South 87 degrees 51 minutes 10 seconds West, a distance of 1,337.53 feet to a 5/8" capped iron rod "SPIARS" found for corner in the east line of a 1.50 acre tract of land conveyed to Lisa M. Rodgers by deed of record in Document No. 2013043000059718, of said Official Public Records, at a southwest corner of said 39.745 acre tract and a northwest corner of Lot 9, of said Kirkland Estates West;

THENCE North 02 degrees 01 minutes 03 seconds West, departing the said common line between the 39.745 acre tract and Kirkland Estates West, along a common line between said 39.745 acre tract and the said 1.50 acre tract, a distance of 279.16 feet to a 60-D nail found at a re-entrant corner of said 1.50 acre tract;

THENCE South 82 degrees 00 minutes 04 seconds West, continuing along the said common line between the 39.745 acre tract and the 1.50 acre tract, at a distance of 199.53 feet passing a fence post found for reference, continuing along said common line between the 39.745 acre tract and the 1.50 acre tract, in all a total distance of 228.01 feet to a mag nail set for corner in the said east line of the 10.7825 acre tract, at a southwest corner of said 39.745 acre tract and being at the northwest corner of said 1.50 acre tract, and being in the said approximate center line of the gravel pavement of Lewis Lane;

THENCE North 09 degrees 07 minutes 04 seconds West, departing the said common line between the 39.745 acre tract and the 1.50 acre tract, along the said approximate center line of the gravel pavement of Lewis Lane and the common line between said 39.745 acre tract and said 10.7825 acre tract, a distance of 332.60 feet to a mag nail set at an angle point.

THENCE North 08 degrees 37 minutes 22 seconds West, continuing along the said approximate center line of the gravel pavement of Lewis Lane and the said common line between the 39.745 acre tract and the 10.7825 acre tract, a distance of 309.47 feet to the POINT-OF-BEGINNING, containing 1,711,477 square feet or 39.290 acres of land.

### SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Jason B. Armstrong, do hereby certify, that I prepared this plat from an actual on the ground survey of the land as described and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Platting Rules and Regulations of the City of Lucas Planning and Zoning Commission.

PRELIMINARY SURVEY NOT FOR RECORDING

\_\_\_\_\_  
Jason B. Armstrong  
Registered Professional Land Surveyor  
No. 5557

STATE OF TEXAS  
COUNTY OF COLLIN

Before me, the undersigned, a notary public in and for the State of Texas, on this day personally appeared Jason B. Armstrong, known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for purposes and considerations therein expressed, and in the capacity therein stated and as the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public in and for the State of Texas

### OWNER'S DEDICATION

STATE OF TEXAS )(   
COUNTY OF COLLIN )(

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That we, LANDPLAN ROGERS, LP, Owners, do hereby bind themselves and their heirs, assignees and successors of title this plat designating the hereinabove described property as WILDFLOWER ESTATES, an addition to the City of Lucas, and do hereby dedicate to the public use forever the streets, alleys, and right-of-way easements shown thereon, and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbagecollection agencies and all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths that in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements strips, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, without the necessity at any time of procuring the permission of anyone. Additionally, we certify that we are the sole owners of the dedicated property and that no other's interest is attached to this property unless otherwise indicated on the required Mortgage Holder Certification that is included on this plat. Furthermore, as the owner of the property described herein, and in consideration of establishing the subdivision described herein, we agree to the following:

- Every owner of fee simple title to every individual lot within the subdivision shall be a member of the homeowners' association;
- The homeowners' association shall have the authority to collect membership fees;
- As applicable as it pertains to conditions shown herein, the homeowners' association shall be responsible for the maintenance of all common areas, screening walls, landscaped areas, private streets and alleys.
- The homeowners' association shall grant the City the right of access to any areas to abate any nuisances on such areas and attach a lien upon each individual lot for the prorated costs of abatement.
- The homeowners' association shall indemnify and hold the City harmless from any and all costs, expenses, suits, demands, liabilities, damages, or otherwise, including attorney fees and costs of suit, in connection with the City's maintenance of common areas.
- The homeowners' association shall, where additional rights-of-way has been dedicated for the purpose of providing landscaping, additional areas for sidewalks, walls or other amenities, enter into a license agreement with the City and shall be responsible for the installation and maintenance of all landscape areas in the public rights-of-way.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Lucas, Texas.

Witness our hands at LUCAS, Texas, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

LANDPLAN ROGERS, LP, A TEXAS LIMITED PARTNERSHIP

BY: TEXAS LAND MANAGEMENT, L.L.C.,  
A TEXAS LIMITED LIABILITY COMPANY,  
ITS GENERAL PARTNER

BY: \_\_\_\_\_  
JIM WILLIAMS, JR., CHAIRMAN

STATE OF TEXAS §  
COUNTY OF COLLIN §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_, 2025, by Jim Williams, Jr., Chairman of Texas Land Management, L.L.C., a Texas limited liability company, general partner of LandPlan Rogers, LP, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_

### CITY APPROVAL CERTIFICATE

APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF LUCAS, TEXAS,  
ON THE DAY OF \_\_\_\_\_, \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Tommy Tolson, Chair  
Planning and Zoning Commission

\_\_\_\_\_  
City Secretary

The Development Services Director of the City of Lucas, Texas hereby certifies that to the best of his/her knowledge or belief, this subdivision plat conforms to all requirements of the Code of Ordinances, or as may have been amended or modified, as allowed, by the Planning and Zoning Commission as to which his/her approval is required.

\_\_\_\_\_  
Joseph Hilbourn Development Services Director Date

ATTEST:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name & Title

The Director of Public Works of the City of Lucas, Texas hereby certifies that to the best of his/her knowledge or belief, this subdivision plat conforms to all requirements of the Lucas Code of Ordinances and with engineering construction standards and processes adopted by the City of Lucas, Texas as to which his approval is required.

\_\_\_\_\_  
Jeremy Bogle, Public Works Director Date

ATTEST:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name & Title

### FLOODWAY & DRAINAGE EASEMENT

This plat is hereby adopted by the Owner(s) and approved by the City of Lucas (Called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors and assigns: The area or areas shown on the plat as "Floodway & Drainage Easement" shall remain unimproved at all times and be maintained by the Owners of the lot or lots that are traversed by, or adjacent to the said Floodway & Drainage Easement. The area within the Floodway & Drainage Easement is subject to storm water overflow and bank erosion to an extent that cannot be defined. The City shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena. The City will not be responsible for the maintenance and operation of the Floodway & Drainage Easement or for any damage to private property or person that results from the flow of water within the Floodway & Drainage Easement. No obstruction to the natural flow of storm water shall be permitted by construction of any type within the Floodway & Drainage Easement unless approved by the Director of Public Works. Each property owner shall keep the portion of the Floodway & Drainage Easement traversing or adjacent to his property clean and free of debris, silt, and any materials that would result in unsanitary conditions, or obstruct the flow of water. The City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by streets and alleys in or adjacent to the subdivision, then in such event, the City shall have the right to enter upon the Floodway & Drainage Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. The natural drainage through the Floodway & Drainage Easement, as in the case of all natural channels, are subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. Building areas outside the Floodway & Drainage Easement line shall be filled to a minimum elevation as shown on the plat. The minimum floor elevation for each lot shall be as shown on the plat.

FINAL PLAT  
WILDFLOWER ESTATES  
LOTS 1-11  
39.290 ACRES OF LAND  
BEING ALL OF A TRACT OF LAND CONVEYED TO  
LANDPLAN ROGERS, LP  
8 RESIDENTIAL LOTS, 1 AGRICULTURAL LOT,  
AND 2 COMMON AREAS  
BEING OUT OF THE  
MARTIN HEARNE SURVEY, ABSTRACT NO. 426  
LEWIS TURNER SURVEY ABSTRACT No. 901,  
JOHN GRAY SURVEY ABSTRACT NO. 349,  
CITY OF LUCAS, COLLIN COUNTY, TEXAS  
DATE OF PREPARATION AUGUST 13, 2025

OWNER  
LANDPLAN ROGERS LP  
5850 GRANITE PARKWAY, SUITE 100  
PLANO, TX 75024  
ENGINEER / SURVEYOR

**Westwood**

Phone (214) 473-4640 2901 Dallas Parkway, Suite 400  
Toll Free (888) 937-5150 Plano, TX 75093  
westwoodps.com

Westwood Professional Services, Inc.  
TExAS FIRM REGISTRATION NO. F-117156  
TExAS FIRM REGISTRATION NO. F-15074301