

**THE DOMINION
HOMEOWNERS ASSOCIATION, INC.**

OWNER AGREEMENT

Owner: _____

Property: _____

Plan Review Fee: \$ _____

Owner Deposit: \$ _____

THE DOMINION HOMEOWNERS ASSOCIATION

OWNER AGREEMENT

This Owner Agreement (this "**Agreement**") is made as of the Effective Date below between The Dominion Homeowner's Association, Inc., a Texas non-profit corporation (the "**Association**"), and the Owner. The Property is located within The Dominion Planned Unit Development of San Antonio, Bexar County, Texas (the "**Development**").

NOW THEREFORE, Owner and the Association hereby agree as follows:

1. **Restrictions.** Owner hereby acknowledges and agrees that the Owner and the Property is subject to the terms and provisions of that certain Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development, recorded in Volume 2956, Page 0061, Bexar County, Texas, and any amendments thereto, or supplements or protective covenants filed in accordance therewith (collectively, the "**Restrictions**"). Owner is required to comply with the Restrictions and pay assessments and certain charges to the Association in accordance with the Restrictions. Owner also acknowledges that failure to comply with the Restrictions or pay such assessments and other charges is a violation of the terms and provisions of the Restrictions.

2. **Approval and Construction Requirements.** Owner acknowledges and agrees that an Architectural Control Committee (the "**ACC**") has been established pursuant to the Restrictions. No improvement may be constructed on the Property without the advance written approval of the ACC. The ACC, in consultation with the Board of Directors of the Association, has established procedures, rules and guidelines (the "**Approval and Construction Requirements**") which must be must be adhered to by the Owner or Builder, as applicable. The Approval and Construction Requirements include this Agreement, the Submission Requirements (defined below), the Builder Agreement, the Construction Rules, and any design guidelines adopted by the ACC or the Association. By executing this Agreement in the space provided below, Owner acknowledges that: (i) the Association and/or the ACC has provided the Owner with a copy of the Approval and Construction Requirements; (ii) the Approval and Construction Requirements constitute a part of the Restrictions; and (iii) the Owner finds the Approval and Construction Restrictions acceptable in all respects. In addition, Owner acknowledges and agrees that in conjunction with the review of any proposed construction, the Approval and Construction Requirements are not the exclusive basis for approval and that the ACC may reject or request modifications to any proposed improvement based on aesthetic considerations.

3. **Plan Submission Procedures and Plan Review Fee.** The Approval and Construction Requirements include procedures associated with review of proposed improvements by the ACC (the

“**Submission Requirements**”). The Submission Requirements include a checklist of items that the Owner must submit to the ACC prior to the ACC’s review of proposed improvements. In most cases, compliance with the Submission Requirements will initiate ACC review of the proposed improvements, but the ACC reserves the right to request additional information as a pre-condition to the initiation of review. The Submission Requirements include a Plan Review Fee which must be paid to the Association prior to the initiation of ACC review. The Plan Review fee is non-refundable and is used to discharge expenses (administrative and otherwise) incurred by the ACC to administer the Approval and Construction Requirements.

NO CONSTRUCTION MAY COMMENCE ON ANY PROPOSED IMPROVEMENTS UNTIL THE ACC HAS ISSUED A CONSTRUCTION PERMIT.

4. **Builder Information.** Owner acknowledges and agrees that, unless specifically waived in writing by a majority of the ACC and the Board, the third-party who will cause improvements to be constructed on the Property (a “**Builder**”) must submit an executed builder agreement (the “**Builder Agreement**”) to the Association. A copy of the current Builder Agreement is attached hereto as Exhibit “A”. The Builder Agreement obligates the Builder to comply with the Restrictions, the Approval and Construction Requirements (as applicable), and provides for a monetary deposit. The monetary deposit is required to discharge expenses that may be incurred by the Association if the Builder fails to comply with the Restrictions and the Approval and Construction Requirements.

Approval of proposed improvements does not constitute approval of the Builder the Owner has selected to construct the improvements. Neither the ACC, the Association, nor any of their Board members, officers, committee members, employees, or agents warrant or otherwise attest to the experience or reputation of a Builder or any subcontractor utilized by a Builder. If a dispute arises between the Owner and a Builder, it is the Owner’s sole responsibility to resolve such dispute. In the event of any such dispute, the Owner acknowledges and agrees that all the Restrictions and the Approval and Construction Requirements will continue in full force and effect and may in no event be waived during the pendency of such dispute unless specifically approved in writing by a majority of the ACC and the Board.

5. **Time line of construction.** Construction of an approved building will be completed within one year from start of construction. If the project is to extend past the allotted time, the Builder will need to seek permission from the Architectural Control Committee. If failure to do so, they may be liable to forfeit their Compliance Deposit, and be subject to submit a new Compliance Deposit. The Builder also acknowledges that they will commence construction within one year from approval of architectural plans. Failure to begin construction will void the Construction Permit, and Builder will be required to resubmit their plans and an additional ACC Review Fee.

6. **Construction Rules.** Owner acknowledges and agrees that Owner and Builder must comply with the construction rules attached hereto as Exhibit “B” (the “**Construction Rules**”). While the Owner may not be performing construction activities on the Property, the Owner is responsible for ensuring that the Builder and the Builder’s contractors comply with the Construction Rules, the Restrictions, and the applicable Approval and Construction Requirements. Failure to comply with the Construction Rules, the Restrictions, and the Approval and Construction Requirements by the Owner or the Builder may result in fines, penalties, or other costs charged against the Owner. In addition to fines, penalties, or other costs charged against an Owner for a Builder or the Builder’s subcontractors failure to comply with the Construction Rules, the Restrictions, and/or the Approval and Construction

Requirements, the ACC or the Association may deny a Builder or Builder's sub-contractor access to the Development.

7. **Compliance Deposit.** The Submission Requirements include a Compliance Deposit which must be paid to the Association prior to the initiation of ACC review. The Compliance Deposit is paid to the Association as security against violation of the Restrictions, the Construction Rules, the Approval and Construction Requirements, and any damage caused to the Association's common areas, streets, or other property in the Development. The ACC or a majority of the Board may increase the Compliance Deposit in the event the ACC or a majority of the Board determine that the amount is insufficient to secure compliance with the Restrictions, the Construction Rules, or the Approval and Construction Requirements, or to protect the Development from damage caused or occasioned by construction of the proposed improvements. The determination to increase the Compliance Deposit may be based on prior violations by the Owner or Builder of the Restrictions, Construction Rules, Approval and Construction Requirements, or any other rules promulgated by the Association or the ACC, the experience or lack of experience of the Builder within the Development, or the nature of the construction methods associated with the proposed improvements.

In the event the ACC or the Association determines that the Owner or Builder has violated the Restrictions, the Construction Rules, or the Approval and Construction Requirements or has otherwise caused damage to the Association's common areas, streets, or other property in the Development, the Association will provide written notice to the Owner in accordance with applicable law. In general, this notice will include: (i) a description of the violation; (ii) a reasonable time to correct the violation; and (iii) an opportunity to appeal the violation to the ACC or the Board. The requirement to provide notice will in no event prevent the Association from initiating an action with the appropriate court to obtain a temporary injunction or to eliminate the right to a hearing if a same or similar violation has occurred within 6 months of the current violation.

If the Owner fails or refuses to cure the violation on or before the time period specified in the notice provided by the Association, the Owner will be required to increase the Compliance Deposit by an amount reasonably determined by the Association to discharge fines and penalties or repair the property damage identified in the notice. The additional Compliance Deposit required by the previous sentence will be returned to the Owner if a hearing is required, the Owner requests a hearing, and the ACC or Board determines to reduce or eliminate the additional amounts required to be deposited by the Owner.

If a hearing is not conducted, or a hearing is conducted and the violation or damage is confirmed by the ACC or Board, the ACC or the Association may use the Compliance Deposit to discharge fines, penalties, and costs associated with the violation of the Restrictions, the Construction Rules, or the Approval and Construction Requirements, or the repair of any damage to the Association's common areas, streets, or other property in the Development. If the balance of the Compliance Deposit reaches \$500 or less as a result of such application, Owner, upon request of the ACC or the Association, shall immediately deposit the amount necessary to restore the original balance of the Owner Deposit.

Upon completion of the proposed improvements and a final ACC inspection, the Compliance Deposit or any balance remaining will be refunded upon request of the Owner. No interest shall be payable on the Compliance Deposit.

The ACC will grant the final approval of the completed landscaping project before the refund of the Compliance Deposit is approved and may at that time require additional, more dense, or larger plant

material in order to achieve the final desired aesthetic appearance. In all instances, the Restrictions, the Construction Rules for each neighborhood will be followed.

Architectural and Landscape Standards: Aesthetic appearance of the landscape includes, but is not limited to:

- Foundation for Main Dwelling shall be properly screened if facing the road. There will be a maximum of 12" for exposed foundation. Grade must be raised to meet that height with use of retaining walls, raised planter beds or fill of top soil. Foundation will be finished and painted to match the approved masonry finish of the Dwelling that it is located underneath.
- All trash enclosures shall be of solid wall construction using the same materials as the existing walls of the Dwelling Unit. Each enclosure shall be constructed to accommodate two 96-gallon trash containers. The dimensions of the enclosure shall be no more than forty-eight (48") inches in height, eighty-four (84") inches inside depth, and forty-two (42") inches inside width. The gate shall be no wider than forty (40") inches wide and be constructed of wrought iron, with solid backing to obscure the trash from view. Trash containers may not be visible above the walled enclosure. All trash enclosures shall be placed in an area that is readily accessible to the trash workers, and the swing of the gate shall conform to the approach. The gate shall have a latch, or a hand lever, that allows easy access by the trash workers. All trash enclosures are to be dimensioned, and included as part of the floor plan as submitted to the ACC. In particular, for front or side loading garages, Builder and /or Architect shall make every effort to prevent the enclosure from being a prominent feature in the overall appearance of the Dwelling Unit.
- Please refer to Exhibit C, Landscape Standards, for required plantings, sizing and design standards.

8. **Notices**. All notices, demands, or other communications of any type (herein collectively referred to as "**Notices**") given by the Association to Owner or by Owner to the Association, whether required by this Agreement or in any way related to the transactions contracted for herein, shall be void and of no effect unless given in accordance with the provisions of this Section 7. All Notices shall be in writing and delivered, either by electronic mail, or by United States Mail, postage prepaid. Notices delivered by mail shall be effective when deposited in a Post Office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper with proper postage affixed and addressed, as provided below. Notice may additionally be provided by facsimile transmission, and such facsimile notice shall be effective upon the sender's receipt of confirmation of delivery to the facsimile station indicated below.

The proper address for the Association is as follows:

The Dominion Homeowners Association, Inc.
20 Dominion Drive
San Antonio, Texas 78257
Email: dominionacc@sbcglobal.net
Fax: 210.698.1466

The proper address for Owner is as follows:

Fax: _____

Any party hereto may change the address for Notices specified above by giving the other party ten days advance written Notice of such change of address.

9. **Assignment.** The rights of Owner under this Agreement are not assignable without the prior written consent of the Association, which consent may be granted or withheld at the Association's sole discretion.

10. **Successors and Assigns.** Subject to the provisions of Section 9 of this Agreement, the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED, AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN THE COUNTY WHEREIN THE PROPERTY IS LOCATED.

12. **No Oral Modification.** This Agreement may not be supplemented, modified or amended except by an agreement in writing signed by both the Association and Owner. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

13. **Time of Essence.** Time is of the essence of this Agreement.

14. **Attorneys' Fees.** In the event it becomes necessary for either party hereto to file a suit to enforce this Agreement or any provisions contained herein, the party prevailing in such action shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and court costs incurred by such prevailing party in such suit.

15. **Entire Agreement.** This Agreement, including the exhibits hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this Agreement shall be binding upon the parties hereto or shall be effective to interpret, change or restrict the provisions of this Agreement.

16. **Partial Invalidity.** If any clause or provision of this Agreement is or should ever be held to be illegal, invalid, or unenforceable under any present or future law applicable to the terms hereof, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement a clause or provision as similar in

terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

17. Counterpart Execution. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of all persons required to bind any party appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

[signature page immediately follows]

EXECUTED to be effective as of the date first set forth below.

ASSOCIATION:

THE DOMINION HOMEOWNERS ASSOCIATION, a Texas corporation

By: _____

Print Name _____

Print Title _____

Date: _____

OWNER:

Signature: _____

Print Name: _____

Date: _____

EXHIBIT "A"

BUILDER AGREEMENT

[ATTACH BUILDER AGREEMENT]

EXHIBIT "B"

CONSTRUCTION RULES

1. UNDER NO CIRCUMSTANCES SHALL ANY TREE REMOVAL OR SITE CLEARING COMMENCE PRIOR TO THE ISSUANCE OF A CONSTRUCTION PERMIT BY THE ACC UNLESS PRIOR WRITTEN APPROVAL HAS BEEN OBTAINED FROM THE ACC.
2. Due to the serious impact of oak wilt on aesthetics and property values, all live oak tree cuts (either as a result of clearing the lot or trimming) must immediately be sealed. Trees are highly valued by The Dominion. No construction debris shall be kept, stored or placed around any tree trunk and whatever measures necessary must be taken for tree preservation.
3. All homes must be built in strict accordance with the plans approved by the ACC and in accordance with the current City of San Antonio Building Codes. Changes to the approved plans must be submitted to and approved by the ACC before proceeding.
4. Construction Hours are as follows:

Monday - Friday	7:00 a.m. - 6:30 p.m.
Saturday	8:00 a.m. - 6:00 p.m.
Sunday	NO WORK PERMITTED

No work is permitted on the following holidays:

 - New Years Day
 - Memorial Day
 - 4th of July
 - Labor Day
 - Thanksgiving Day
 - Christmas Day
5. Construction activity at The Dominion is allowed on weekdays only between the hours of 7:00 a.m. and 6 p.m. Construction activity that does not generate excessive noise may also occur on Saturdays between 8:00 a.m. and 6:00 p.m. No construction is allowed on Sundays.
6. Each home site must have a clearly defined construction access which must not encroach on protected site features, such as tree root zones, rock outcroppings, and natural damage swales. Owners and Builders must take steps to stabilize this access prior to construction to control dust, mud, and erosion.
7. The Builder agrees to make reasonable effort to control dust from the construction site. Builders should use cover materials or provide sufficient irrigation to eliminate any fugitive dust.
8. The Construction Activity Zone is the area in which all activities related to building a home must occur. No construction may take place outside of this area at any time.

9. EPA & TCEQ required runoff control features must be maintained during the entire period of construction.
10. All construction personnel shall park only on paved surfaces taking care not to obstruct traffic. Enough space must be maintained on the roadways for emergency vehicle access at all times. No parking is permitted at any time on Dominion Drive.
11. Construction crews may not park on or otherwise use neighboring home sites or common areas unless they have written permission from the owner. All vehicles should be parked on side streets adjacent to job site.
12. No construction vehicles or equipment may be kept overnight on a lot or on any street without the express permission of the Association.
13. All construction sites shall be kept free and clear of litter and construction debris at all times.
14. Temporary construction fencing must be installed at side and rear property lines prior to the commencement of construction. An open area is permitted to allow for deliveries to the site.
15. A portable chemical toilet and construction dumpster (or alternate approved by the ACC) is required to be on site prior to setting of forms. Both shall be as far as possible from the street and neighboring residents and the doors of the toilet shall be placed facing the lot interior. Builders are responsible for providing adequate sanitary facilities for their construction workers on each home site at all times. Portable toilets may not be shared between job sites.
16. All construction personnel shall adhere to the posted speed limits. Speed limits are 20 m.p.h. unless otherwise posted. Violators will be issued two warnings. In the event of a third violation, violators will be denied entry for a period of three months.
17. Consumption of alcoholic beverages or the use of a controlled substance by construction personnel on The Dominion property is strictly prohibited. Anyone violating this regulation shall be immediately escorted off Dominion property and barred from The Dominion for a period of six months.
18. Playing of loud music by construction personnel is strictly prohibited. The use of radios or other audio equipment must not be audible beyond the property perimeter of any home site in The Dominion. Violators will be issued two warnings. In the event of a third violation, violators will be denied entry for a period of six months. Repeated violations of this provision will result in the total prohibition of any on-site use of radios or audio equipment during construction.
19. The possession on discharge of any type of firearm by construction personnel anywhere on The Dominion property is prohibited. Builders, sub contractors, vendors or employees thereof, and visitors to The Dominion are prohibited from the carrying of weapons, concealed or otherwise, regardless of whether the person has a license to carry a weapon, concealed or otherwise, from the State of Texas or any other authority. The Association hereby disclaims any and all liability from any harm and/or injury, personal, economic or otherwise, that may occur due to a violation of this policy.

20. All construction material shall be stored only on the lot where the house is being constructed. Use of adjacent properties for storage is prohibited without the express written approval of the property owner. A copy of such approval must be sent to the Association.
21. No dumping or burning is permitted within The Dominion. Violators will be prosecuted.
22. During excavation, filling or stockpiling of soils on a lot, care must be taken to prevent erosion or wash-off of the soil. Temporary soil retention structures may be required.
23. Concrete trucks may washout only in areas designated by the Owner/Builder within the boundaries of that lot. All concrete washout, from both trucks and portable mixers, must occur within the building envelope of the home site. Wash-out in road rights-of-way, setbacks, natural areas or on adjacent properties is strictly prohibited.
24. No one under the age of 16 years or pets shall be permitted at any construction site, except those children and/or pets of the Owner or the Owner's guests.
25. Only signs expressly approved by the ACC are permitted on any site.
26. Construction signs are limited to one sign per home site, which must conform to neighborhood standard. Builder name and telephone number only is allowed.
27. Changing of oil or discharge of any petrochemical substance is not allowed. Vehicles that leak oil must not be brought onto The Dominion property.
28. All building materials, equipment, and machinery required to construct a residence on any home site at The Dominion must be delivered to and remain within the Construction Activity Zone of each home site, clear of all property lines. Material delivery vehicles may not drive across adjacent home sites or common areas to access a construction site or drop deliveries in a roadway right- of- way without specific approval from the ACC.
29. Owners and Builders shall clean up all refuse and debris daily. A commercial dumpster must remain on site at all times during active construction for the purpose of containing waste materials or packaging. Refuse containers must be emptied on a timely basis to avoid overflow of refuse. Owner and Builders are prohibited from dumping, burying, or burning refuse or brush anywhere on the home site or in The Dominion.
30. Builders shall insure that tall grass and noxious weeds are periodically cut during constructions to maintain a good appearance and to minimize their spread through the development.
31. Dirt, mud, or debris resulting from rain or washout on each construction site must be removed **DAILY** from roadways.
32. All applicable OSHA regulations and guidelines must be observed at all times.
33. No on-site fires are allowed.

34. No pets, particularly dogs, may be brought onto the property by anyone other than the Owner. If the Owner brings a pet to the site, that animal must be properly contained within the home site.
35. The Owner and Builder will be held financially responsible for the cost of any damage, site restoration/revegetation or refuse/brush removal on any and all adjacent properties or roadway rights-of-way resulting from the trespass or negligence by their employees or subcontracted agents.

EXHIBIT C

LANDSCAPE STANDARDS

A Landscape and Irrigation Plan are required to be submitted and approved by the ACC within one (1) month before occupancy. As set forth in the Declaration, the landscaping and irrigation required by the plans and specifications approved by the ACC must be fully installed on a Lot within ninety (90) days from the first occupancy of the dwelling situated on such Lot. In view of the major emphasis placed by the Association and ACC on landscaping, the ACC expressly reserves the right to require the landscape plan to include the planting of additional trees and fuller sized plantings by the owner if, in the opinion of the ACC, such trees are necessary to preserve the general landscaping goals and objectives for The Dominion P.U.D. as a whole.

Drainage Easements:

Easements for drainage are reserved as shown on recorded plats. No owner of any Lot with drainage easement may perform or cause to be performed any act which would alter or change the course of such drainage in a manner that would divert, increase, accelerate or impede the natural flow of water over and across said easements. More specifically, and without limitation, no owner may:

1. Alter, change or modify the existing natural vegetation or design of the drainage easements in a manner that changes the character of the design or original environment of such easements; or
2. Alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements or remove trees or other vegetation therefrom without the prior written approval of the Architectural Control Committee; or
3. Construct, erect or install a fence or other structure of any type or nature within or upon such drainage easement; provided however, fences may be permitted in the event proper openings are incorporated therein to accommodate the natural flow of water over said easement.

Tree Protection:

Trees benefit all residents in The Dominion. The ACC and the Association intend to retain the overall character of tree massing in The Dominion. All reasonable attempts should be made to protect existing trees.

Hardscape:

No more than ten percent (10%) in area of the front yard and fifty percent (50%) in area of the total yard of any Lot, excluding driveways, sidewalks, patios and pools, may be covered by material other than vegetation.-

Sight Lines:

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above roadways shall be placed or permitted to remain on any corner Lot within the triangular areas formed by the street property lines and a line connecting them at points twenty five feet (25') from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the

street line as extended. The same sight line limits shall apply on any Lot within ten feet (10') from the intersection of the street property lines with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersections, unless the foliage is maintained at a sufficient height of fourteen feet (14') above grade to prevent obstruction of such sight lines.

Screening:

All garage doors, trash enclosures, HVAC units, swimming pools & spas, and pool equipment must be screened with plant materials or masonry walls so as not to be readily visible from either streets or adjacent property. Plant materials shall be of evergreen variety and of sufficient quantity and size to accomplish this at the time of planting. Size of plants will be reviewed at the time of the final inspection for refund of Construction Deposit, and additional or larger plants may be required at that time.

Foundation Planting:

- Foundation planting treatment around the house is required for areas with higher visibility from roads and adjacent properties. Elevations that are less visible may reduce plantings.
- Foundation plantings are required to be tiered with multiple rows (2 or more) of plants along sides that have higher visibility from roads and adjacent properties.
- Edging around all beds. Type and material to be provided prior to installation.

Corner Lot Plant Placement

- Dwellings located on corner lots are required to have full landscaping on the sides of the home visible from the street. Foundation cover alone is not adequate.

Driveway & Motor Court Planting:

- Driveway and Motor Court planting treatment is required for areas with higher visibility from roads and adjacent properties. Shrubs at 15 gallon in size in tandem with other plantings shall be used to screen such areas from view.

Soil Preparation:

- All plant beds shall be treated with a pre-emergent weed killer before planting.
- All plant beds shall have a minimum of 8" of 1/3 sand and 2/3 organic material tilled into topsoil.
- All beds shall have a minimum of 4" of mulch.

Turf Areas:

16. All turf areas shall be sodded. Hydro-mulching is not permitted. **NOTE: Bermuda sod (or similar) is required in The Dominion Cottage Estates.**
17. All turf areas must be accessible to lawnmowers, 36" width minimum.
18. **NOTE: The Cottages requires steel edging which includes a transition between turf and bed, and bed and adjacent property.**
19. All turf areas shall have a minimum base of 6" of topsoil. Topsoil should be ASTM D free of stones 1/2" or larger.
20. Synthetic turf is reviewed on case by case basis. If the material is proposed, ACC prefers it is located in a screened area from the street and adjacent properties and NOT in Street Yard.

Plant/Tree Size Minimum Standards:

21. Trees will be sized according to their function (Reference recommended Tree List – Shade Trees, Ornamental, etc.). A minimum of two (2) Shade Trees and one (1) Ornamental Tree shall be installed in front yard. For lots with over 80'-0" of frontage, three (3) Shade Trees and (2)

Ornamental Trees shall be installed in front yard. Existing trees at 4" caliper minimum may be used in lieu of this requirement. For all corner lots, an additional two (2) shade trees and one (1) Ornamental Tree must be installed.

22. Shrub plantings for exposed foundations less than 12" shall be 10 gallon container or larger. For foundations greater than 12", for screening purposes, 15 gallon evergreen plants should be used at minimum. **Minimum size of shrubs at foundation will be 3'-4' at installation and shall reach 5' or higher height and spread at maturity. Landscapers are expected to install plants with fuller foliage and size to completely screen and fill in beds at time of installation.**
23. Groundcover shall be 1 gallon or larger and spaced no more than 12"-18" on center.

Xeriscaping:

24. Landscaping plans will have to observe each neighborhood's CC&Rs on allowed percentage of rock in front yard. Common percentage is 10%, but please review the recorded CC&Rs for final number.
25. Native plants are recommended for xeriscaping, but landscape is expected to appear established and full at time of installation.

Recommended Plants:

Trees:

Street Frontage Trees: (3" caliper; caliper measured 6" above grade and min of 65 gallon)

Anaqua
Cedar Elm
Chinquapin Oak
Lacy Oak
Monterrey Oak
Texas Red Oak
Shumard Red Oak

Ornamental Trees: (minimum 20 gallon)

Anacacho Orchid
Crape Myrtle
European Olive
Mountain Laurel
Possumhaw Holly
Texas Redbud
Yaupon holly

Large Shrubs:

American Beautyberry
Butterfly Bush
Cotoneaster
Eleagnus
Esperanza
Green Cloud Sage
Japanese Blueberry
Japanese Yew
Knock Out Rose*
Lindheimer's Muhly Grass

Loropetalum
Medium Fan Palm
Pineapple Guava
Sumac
Texas Sage
Thyrallis
Variegated Privet
Viburnum
Wax Myrtle

Medium Shrubs/Perennials:

Agarita
Bicolor Iris
Boxwood
Century Plant
Dwarf Burford Holly*
Mexican Bush Sage

Miniature Crape Myrtle
Miscanthus Grass
Nandina
Pride of Barbados
Rosemary, Upright
Sotol

Low Shrubs/Perennials:

Drift Rose*
Dwarf Yaupon Holly
Gaura
Giant Liriope*
Gulf Muhly Grass
Mexican Feather Grass

Plumbago, Blue
Red Yucca
Rosemary, trailing
Salvia Greggii
Soft Leaf Yucca
Varigated Flax Lily

Ground Cover/Small Perennials:

Asian Jasmine*
Bulbine*
Foxtail Fern
Honeysuckle

Lantana (yellow, purple, or white)
Mexican Heather
Silver Ponyfoot
Society Garlic

Sod:

Bermuda Tif 419
Buffalo Grass (in native areas only)

St. Augustine (in mostly shaded areas only)
Zoysia Variety Grass

*Susceptible to being eaten by deer. Plant in contained areas, or protect as necessary.

Prohibited Plants:

Plastic or Imitation Plants

Bamboo (due to invasive nature)

EXHIBIT D

FEE SCHEDULE & VIOLATION CHARGES

Fee Schedule

Non-Refundable Review Fee	Refundable Deposit	Non-Refundable Permit Fee
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New Development:
Plat Review
Common Area Improvements

\$500		
	\$27,500	\$11,000

New Residence:
Plan Review (2 Reviews to include Residence, Hardscape, Landscape & Irrigation, Pool, Fence, etc.)
2 Additional Reviews

\$250	TBD	\$3,300
\$250		

Existing Residence:
Additions/Remodeling (Exterior) requiring concrete truck and/or machinery
Fence requiring concrete truck and/or machinery
Fence not requiring concrete truck and/or machinery
Major Landscape/Hardscape Changes and Additions requiring concrete truck and/or machinery
Minor Landscape Changes
Outbuilding (Covered structure with no living quarters) requiring concrete truck and/or machinery
Patio requiring concrete truck and/or machinery
Patio (Minor Addition to Existing)
Pool
Pool/Fence Combination
Pergola
Play Equipment
Sport Court
Exterior Color Change
Roof Changes
Sculpture/Yard Art
Solar Panels

\$250	TBD	\$1,100
\$50	TBD	\$1,100
\$50	TBD	
\$100	TBD	\$1,100
\$50		
\$50	TBD	\$1,100
\$100	TBD	\$1,100
\$50	TBD	
\$50	TBD	\$1,100
\$100	TBD	\$1,100
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\$50		
\$50		

Violation Charges (all fines are non-refundable)	First Offense	Repeat Offenses (per Occurance)
Construction commencement prior to ACC approval and/or issuance of a Construction Permit*	\$500	\$1,000
Construction not in accordance with approved plans or unapproved changes	\$300	\$500
Damage to Common Areas	\$100 + Repair Cost	TBD
Site Not Properly Maintained (Per Builder Agreement, trash and debris must be picked up daily) - 72 hours notice will be given to correct violation prior to assessing the first charge. Fees will automatically be charged with no additional pre-notification if the property is written up 2 or more times for any of the following: - Trash and/or construction debris on lot, street, and alley - Dumpster overflowing or missing - Portable toilet missing or not placed properly - Construction materials stored on other properties - Construction fencing not used - Other violations as specified in the Builders Agreement	\$100	\$100 per day**
Certificate of Occupancy Not Requested Prior to Closing and/or Occupancy	\$500	
Failure to complete the contingencies outlined on the Certificate of Occupancy within the time allowed	\$50	

FINES AND FEES MAY BE DEDUCTED DIRECTLY FROM THE CONSTRUCTION DEPOSIT

*Construction commencement is defined as any work done on the site, with the exception of stringing.
** Violations will be subject to an additional fee of \$100 per day until the violation is corrected. In addition to the per-day fine, the HOA may perform the work and/or clean up the site and charge the cost of the maintenance to the builder.