

SUBDIVISION DESIGN GUIDELINES

FOR

TANGLEWOOD

AT

STONEBRIDGE RANCH

SECTION I
SUBDIVISION DESIGN GUIDELINES
FOR
TANGLEWOOD VILLAS (65' LOTS)

These Subdivision Design Guidelines are designed specifically for the TANGLEWOOD VILLAS product (Block A, Lots 1-19; Block B, Lots 1-10; Block C, Lots 1-5; and Block G, Lots 1-9) of the TANGLEWOOD Subdivision and are promulgated in accordance with Section 8.5 of Article VIII of the "First Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for STONEBRIDGE RANCH" (the "Master Declaration") which instrument was recorded on December 5, 2000 as Instrument No. 2000-0132145 in the Public Real Estate Records of Collin County, Texas and which is incorporated herein by reference for all purposes.

The primary purpose of these Subdivision Design Guidelines is to supplement the current version of the MASTER DESIGN GUIDELINES for STONEBRIDGE RANCH. Adherence to these guidelines is intended to better assure owners of properties within the TANGLEWOOD Subdivision that all individual improvements will conform to the same high standards of design excellence. The guidelines seek to establish a design framework which the individual homebuilder or homeowner will use as a guide for site improvements, with latitude and flexibility (on the one hand) balanced against preserving the integrity of STONEBRIDGE RANCH (on the other hand). These Subdivision Design Guidelines will, hopefully, serve to guide, inform, aid and inspire to the same extent as they serve to prohibit, restrict and require. While some features are mandated, it should be understood that the Master Architectural Review Committee ("MARC") may make discretionary judgments to reduce or waive any requirement when it can be demonstrated (to the reasonable satisfaction of the MARC) that appropriate mitigating measures have been taken. However, such discretionary approval(s) shall not represent or constitute a binding precedent since no two or more tracts or circumstances are likely to be alike.

1. Height Limitation:

Thirty-five feet (35') measured per City ordinances.

2. Square Footage Requirement:

Minimum Air Conditioned Floor Space: One thousand nine hundred (1,900) square feet, inclusive of bonus room.

Air Conditioned Square Footage ("ACSF") shall mean the total gross area of the proposed structure, measured from the outside of the exterior wall surface, exclusive of air conditioning duct space, garages, exterior storage, and unfinished attic storage areas not designed to be converted into usable floor area.

3. Minimum Dwelling Setback Requirements:

Front Yard: Twenty feet (20') to main structure.

Rear Yard: Twenty feet (20') from the rear property line to main structure (excluding accessory buildings, cabanas, decks, fences, pools, etc.) unless adjacent to lake or other water body which might permit a less restrictive setback to be approved by the MARC.

Side Yard: Five feet (5') to main structure from zero (0) side yard lot line and a minimum five feet (5') setback from the other side yard. (Refer to Article II of the Declaration of the Patio Home Easements for Tanglewood Villas Stonebridge Ranch.)

Side Yard
@ Corner: Fifteen feet (15') to main structure.

Driveway: Driveway pavement shall be set back a minimum of 1'-6" from the property line. In retaining wall situations on side lot lines, the driveway may abut the retaining wall on the high side.

4. Sitework. Finished grades shall not direct concentrated water flow (from downspouts, pool overflows, sub grade drainage systems, etc.) onto adjacent properties and shall follow the City of McKinney approved grading plans. Anytime a site is altered, it is the builder's responsibility to provide the retainage. Retaining walls are only to be constructed of milsap stone. If side yard retaining walls are not desired, a slope of 3:1 (max.) must be achieved between the foundation slab and the side yard property line. The MARC reserves the right, upon reasonable advance notice, to require a topographical survey done by a registered surveyor before, during, or after construction.

5. Masonry. Chimneys must be 100% masonry. Also the portion of an elevation which faces a greenbelt, golf course, common area, creek, open space or lake must be 100% masonry. Brick blends may be repeated with a minimum separation of three (3) intervening houses in any direction along the fronting or side/corner streets. All mailboxes are to be located within a masonry structure approved by the MARC.

Each single-family detached residential dwelling (including detached garages) shall have at least seventy-five percent (75%) of the exterior vertical surfaces (excluding windows, doors and roof) composed of approved masonry (i.e., brick, stone, or stucco). Approved colors for the stucco selection will be limited to a specific color family which may allow four (4) to six (6) brick and/or stone and stucco combinations. Detached garage exterior walls will be calculated with the main house structure for overall masonry coverage requirement of seventy-five percent (75%).

6. Fences Along Greenbelts, Common Areas or Lakes. With respect to each and every lot which has a side or rear property line coincident with or adjacent to a greenbelt, common area, creek, open space or lake so as to constitute "open space frontage," fences and walls along the frontage and a minimum of ten feet (10') along side lot lines or other perpendicular fence lines to the property that constitutes "open space frontage" are not required, but if any is installed, it shall comply with the following requirements:
 - (A) Must be 59" (inches) in height;
 - (B) open metal, primed and painted a flat black color;
 - (C) constructed as indicated in the MASTER DESIGN GUIDELINES; and
 - (D) on lake lots, specifically Block A, Lots 1-4, shall be located no closer than 10'-0" to the lake edge and provide a gate for access to the lakeside.
7. Fences Along Golf Course. With respect to each and every lot which has a side or rear property line coincident with or adjacent to a golf course so as to constitute "golf course frontage," specifically Block A, Lots 5-9 and Block B, Lots 1-7 and 10, fences are required and shall comply with the following requirements:
 - (A) Must be 59" (inches) in height;
 - (B) open metal, primed and painted a flat black color;
 - (C) constructed as indicated in the MASTER DESIGN GUIDELINES; and
 - (D) shall have no gate opening or access through any fence onto the golf course.
8. Fences Along Interior Lot Lines. Unless otherwise approved by the MARC, no fence shall exceed six feet (6') in height measured from finished grade. Except for those fences required to be constructed of open metal, all other fences shall be constructed with Western Red Cedar (#1 or "Standard and Better"). Pickets are to be placed on the exterior face or as specified by the MARC. Posts may be steel pipe columns or cedar. No pine or spruce fencing materials shall be permitted. Interior lots should have the 6'-0" height wood privacy fence.
9. Roof Drainage. In order to assist in the orderly drainage and removal of roof water and the overall quality of drainage, gutters and downspouts may be required at the discretion and direction of the MARC.
10. Roof. Any proposed composition roof shingles shall be the same or equal to the "Tamco Heritage 30," a 30-year roof. The type, quality and color must otherwise be specifically approved by the MARC. Roofs which cover bay windows are required to use copper, anodized aluminum (bronze or black), or an approved factory applied finish.
11. Required Landscaping. Per the MARC approved landscape plan, all landscape is to be installed BY THE BUILDER WITHIN THIRTY (30) DAYS of substantial completion or change of ownership (closing). The Lot areas listed below shall be landscaped with the following size and/or number of shade trees, which shall be from the "highly recommended"

or "acceptable" category described within the STONEBRIDGE RANCH Plant Palette (set forth in the Master Design Guidelines).

<u>Lot Area</u>	<u>Minimum Requirement</u>
Front Yard	One row of five-gallon (min.) non-deciduous (evergreen) shrubbery located along the foundation excluding porches and patios. One 4½" caliper (min.) large canopy (i.e., red oak, live oak, cedar elm, Chinese pistachio) shade trees and two 2 ½" caliper (min.) ornamental trees are required for each front yard.
Adjacent to Greenbelt, Common Area, Open Space, Golf Course or Lake	One row of five gallon (min.) non-deciduous (evergreen) shrubbery located along the foundation excluding porches and patios. One 4½" caliper (min.) tree per rear yard, to be located within ten feet (10') of the rear property line.
Corner Yard	One 4½" caliper (min.) shade tree is required to face the "side" street and be located in the side yard (outside the fenced area). One row of non-deciduous (evergreen) five-gallon (min.) shrubbery is required where the foundation is exposed to the street. Where 6' solid wood fences run along the street frontage, one row of five-gallon (min.) evergreen shrubs is required.
AC Units/Mechanical Equipment Meters	One row of non-deciduous (evergreen) five-gallon (min.) shrubbery is required to screen these elements from public view.
12. <u>Landscape Maintenance (Waterfront Lots)</u> . Lots on the Lake (Block A, Lots 1-4) have a ten foot (10') access easement located along the lake edge for maintenance of the lake by the Golf Course Owner. Each homeowner is responsible for maintenance of lawn, landscaping, irrigation and hardscape elements installed within the ten foot (10') easement. Installation of any improvements shall not impede access across the ten foot (10') easement.	
13. <u>Irrigation</u> . The MARC requires that each Lot have an automatic irrigation system. Installation of the automatic irrigation system must be concurrent with the finishing stages of the residential dwelling. All automatic irrigation systems shall be designed to have overlapping coverage. Controller devices must be located inside the garage.	

14. Sidewalks & Driveways. Unless otherwise approved by the MARC the builder of each single-family home shall construct, install and provide a public sidewalk at the following locations: i) in front of Block A, Lots 1-19 and Block G, Lots 1-9; and, ii) along the corner side yard of Block A, Lot 10, Block C, Lots 1 and 5; and Block G, Lot 1 (see Exhibit A) Said sidewalks shall:
- (A) be approved (as to size, location and materials) by the MARC;
 - (B) comply with applicable subdivision improvements and City of McKinney, Texas standards;
 - (C) incorporate a barrier free ramp on corner lots or other similar lots designated by the MARC; and
 - (D) to the extent applicable, conform to and continue the hike-and-bike trail within STONEBRIDGE RANCH.
 - (E) All concrete sidewalks, driveways, walkways and entry paths which are within the public right-of-way must be broom finished as a minimum.
15. Elevations. As a general rule or objective, each floor plan should have three (3) elevations. Elevations are allowed to repeat when there are three (3) intervening lots of separation along the fronting or side/corner streets between the repeated elevations.
16. Paint Colors. The garage doors and trim colors of the house will be limited to a specific color family complimentary of the brick selection. All exposed exterior flashing is to be painted a color to match the color of the adjacent material. Roof vents are to be painted a color to match the roof color. Chimney caps are to be painted a color to match the primary chimney color.
17. Address Plaques. The address plaques are to be made of cast stone and mounted on the most conspicuous vertical surface close to the front door.
18. Privacy Wall. The "Privacy Wall" of the home shall be placed parallel to and set directly upon the side yard setback line as indicated on Exhibit B unless otherwise specifically approved by the MARC. Gutters and downspouts are required on the Privacy Wall of the home and shall not drain onto the adjacent lot. Atriums are allowed on the Privacy Wall of the home provided a minimum 8' masonry Privacy Wall is constructed to protect the open side of the adjacent home. Windows within the atrium are allowed to a maximum 10' header height.
19. Glass Block. Other than the atrium area described above, glass block is the only window material allowed on the Privacy Wall side of the house (25 square feet maximum allowable per window).
20. Mechanical Equipment. All mechanical equipment shall be located on the "open" side of the home and screened from street view. Gas and electric meters may be located on the Privacy Wall side of home in front of fencing and screened from view.

21. Temporary Fencing. Temporary fencing is allowed in the event a home has been completed, and the adjacent lot remains unimproved. The Owner of the completed home may erect a MARC approved temporary wood fence as a screening technique along the common property line. The existing Owner shall bear the expense of both the installation and the demolition of this temporary fence.
22. Homebuilder Construction. Please refer to the most recent publication of the Construction Site Policy.

DECLARATION
OF
PATIO HOME EASEMENTS FOR
TANGLEWOOD VILLAS AT STONEBRIDGE RANCH

Filed for Record in:
Collin County, McKinney TX
Honorable Helen Stearnes
Collin County Clerk

On Sep 16 2002
At 4:32pm

Doc/Num : 2002- 0132766

Recording/Type:RS 33.00
Receipt #: 32766

* * * * *

Scrivener's Note to Collin County Clerk
and to all
Abstracters and Title Examiners:

This Declaration specifically refers to, and constitutes a covenant running with, certain residential Lots within that certain 51.628+- acre tract situated in Collin County, Texas which has been formally subdivided in accordance with a certain subdivision plat entitled "Record Plat of Tanglewood at Stonebridge Ranch" (the "Plat") filed and recorded in Cabinet O, Drawer 95 of the Map and Plat Records of Collin County, Texas, to which reference is hereby made for all purposes. The lots specified in Exhibit "A" hereto constitute the residential "Lots" referred to herein. Lots depicted on the Plat other than the Lots specified in Exhibit "A" hereto are not subject to this Declaration.

The name and address of the business entity which owns the land initially made subject to this Declaration, which entity is the Declarant herein, is:

SBR 401/408 Ltd.
c/o Bronson Holding, LLC
5700 West Plano Parkway, Suite 3000
Plano, Texas 75093
Tel (972) 306-0844

Upon filing return to:
Eddie Collins
Goodman Land Advisors
5700 W. Plano Parkway ste.3000
Plano, TX 75093

**DECLARATION OF PATIO HOME EASEMENTS FOR
TANGLEWOOD VILLAS AT STONEBRIDGE RANCH**

THIS DECLARATION OF PATIO HOME EASEMENTS (this "Declaration") is made this 12th day of September, 2002, by SBR 401/408 LTD., a Texas limited partnership ("Declarant").

W I T N E S S E I T H

WHEREAS, on October 29, 1992, Stonebridge Ranch Development Corporation, a Delaware corporation qualified to do business in Texas, filed that certain Consolidated and Amended Master Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Stonebridge Ranch, as Instrument Number 92-0076613 in the Public Real Estate Records of Collin County, Texas (the "Master Declaration") which encumbered certain tracts of real property in Collin County, Texas with the covenants, conditions, restrictions, easements, charges and liens as set forth therein;

WHEREAS, on November 7, 2000, Westerra Stonebridge, L.P., a Delaware limited partnership, as successor-in-interest to Stonebridge Ranch Development Corporation, filed that certain "SUPPLEMENT TO THE CONSOLIDATED AND AMENDED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR STONEBRIDGE RANCH (PARCELS 401 AND 408), as Instrument Number 2000-0122325 in the Public Real Estate Records of Collin County, Texas, pursuant to which the real property depicted on the Plat was made subject to the Master Declaration;

WHEREAS, Declarant, as owner of the property depicted by the Plat, desires to impose upon the Lots described in Exhibit "A" hereto certain easements, covenants, conditions and restrictions for the purposes hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that the Lots described in Exhibit "A" attached hereto shall be held, sold, transferred, used and conveyed subject to the easements, covenants, conditions and restrictions set forth in this Declaration, all of which shall run with the title to the real property subjected to this Declaration, in addition to those imposed by the Master Declaration (hereinafter defined). This Declaration and the Master Declaration shall be binding on all parties having any right, title, or interest in the Lots, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each Owner (hereinafter defined) of a Lot subject hereto.

**Article I
DEFINITIONS**

Terms in this Declaration and exhibits to this Declaration shall be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as follows:

1.1 "Benefitted Estate Lot": As between two adjoining Lots, the Lot for which the Common Boundary is not the Privacy Side Lot Line.

1.2 "Builder": Any Person which purchases one or more Lots for the purpose of constructing a house and related improvements on such Lot for later sale to consumers in the ordinary course of such Person's business.

1.3 "Common Boundary": The side lot line, as shown on the Plat, forming the common boundary line between any two adjoining Lots.

1.4 "Common Properties": The term "Common Properties" shall have the meaning stated in the Master Declaration.

1.5 "Declarant": SBR 401/408 Ltd., a Texas limited partnership, or any successor, successor-in-title, or assign who is designated as Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant.

1.6 "Declaration": This Declaration of Patio Home Easements for Tanglewood Villas at Stonebridge Ranch, as it may be amended and supplemented from time to time.

1.7 "Easement Area": The area on a Servient Estate Lot from the rear lot line of the Servient Estate Lot to the front of the Privacy Gate, and lying between the Common Boundary and a line formed by extending the plane of the Privacy Wall of the dwelling on the Servient Estate Lot to its intersection with the front of the Privacy Gate and to its intersection with the rear lot line of the Servient Estate Lot; the Easement Area being approximately five (5) feet wide subject to minor variations due to construction of dwellings. No Privacy Gate may be installed or relocated closer than three (3) feet to the front of the dwelling on either the Servient Estate Lot or the Benefitted Estate Lot, and the Easement Area shall not include any portion of a Servient Estate Lot that is (a) closer than three (3) feet to the front of the dwelling on either the Servient Estate Lot or the Benefitted Estate Lot, or (b) closer than the Privacy Gate to the front of the dwelling on either the Servient Estate Lot or the Benefitted Estate Lot. Easement Areas are depicted in Exhibit "C" hereto.

1.8 "Lot": A lot described in Exhibit "A" hereto.

1.9 "Master Association": Stonebridge Ranch Community Association, Inc., a Texas non profit corporation, its successors and assigns, which has the power, duty and responsibility for administering and enforcing the Master Declaration.

1.10 "Master Declaration": The Consolidated and Amended Master Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Stonebridge Ranch, recorded on October 29, 1992, as Instrument Number 92-0076613 in the Public Real Estate Records of Collin County, Texas, as it may be amended from time to time.

1.11 "Owner": 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. If a Lot is sold under a recorded contract of sale, and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner.

1.12 "Person": A natural person, a corporation, a partnership, a trustee, or any other legal entity.

1.13 "Plat": That certain "Record Plat of Tanglewood at Stonebridge Ranch" filed and recorded in Cabinet O, Drawer 95 of the Map and Plat Records of Collin County, Texas.

1.14 "Privacy Gate": A structure comprised of an entry gate, fence and supporting structure running generally perpendicular to the Common Boundary between the dwellings on two adjoining Lots, and separating the front yards of such adjoining Lots from the remainder of such Lots; provided, however, that at no time shall a Privacy Gate be installed or relocated closer than three (3) feet to the front of the dwelling on either the Servient Estate Lot or the Benefitted Estate Lot.

1.15 "Privacy Side Lot Line": As to each Privacy Wall Lot, the side lot line of such Lot toward which the arrow points on Exhibit "B" hereto. The "Privacy Wall Side" of the dwelling on each Lot is the side closest to the Privacy Side Lot Line.

1.16 "Privacy Wall": As to each Privacy Wall Lot, the exterior wall of the dwelling on the Privacy Wall Side of such Privacy Wall Lot.

1.17 "Privacy Wall Lot": Each Lot which contains an arrow on Exhibit "B" hereto. Any Lot shown on Exhibit "B" which does not contain an arrow is not a Privacy Wall Lot, as such term is used herein, but such Lot may be a Benefitted Estate Lot, as such term is defined herein.

1.18 "Servient Estate Lot": As between two adjoining Lots, the Lot for which the Common Boundary is the Privacy-Side Lot Line.

1.19 "Stonebridge Ranch": That certain real property located in Collin County, Texas, comprising the master planned community known as Stonebridge Ranch and made subject to the jurisdiction of Stonebridge Ranch Community Association, Inc. by the Stonebridge Ranch Covenants.

1.20 "Stonebridge Ranch Covenants": One or more instruments recorded in the public records of Collin County, Texas, which by their terms subject the real property described therein to the jurisdiction of the Master Association and impose a system of covenants, conditions, restrictions, easements, charges and liens on such property, as such instrument(s) may be amended and supplemented from time to time, and/or any consolidation thereof.

Article II EASEMENTS

2.1. Encroachment Easements. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, 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 one and one-half (1.5) 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, an Owner or occupant.

2.2. Side-Yard Use Easements.

(a) Use of Easement Area.

(i) A perpetual non-exclusive easement on, over and across the Easement Area of the adjoining Servient Estate is hereby granted to each Benefitted Estate Lot for ingress, egress, use and enjoyment of the Easement Area by the Owner and occupants of the Benefitted Estate Lot and their guests, for construction, encroachment, maintenance and use of a Privacy Gate to serve the Benefitted Estate Lot, and for installation and maintenance of landscaping within such Easement Area, subject to the restrictions set forth in the Master Declaration and this Declaration.

(ii) Nothing shall be done or permitted within any Easement Area which would constitute a threat or hazard to the health and safety of the individuals occupying the Servient Estate Lot dwelling, nor shall anything be done or permitted within the Easement Area which defaces the dwelling on the Servient Estate Lot or which adversely affects the integrity, structure or strength of the dwelling on the Servient Estate Lot or which violates any law, statute or ordinance.

(iii) The uses permitted within each Easement Area by virtue of this Section shall be nonexclusive because same are subject to any utility, access and drainage easements, as well as any minor encroachments, overhangs and the like attributable to the dwelling on the Servient Estate Lot and pertaining to all or any portion of the Easement Area. In addition, the permitted uses of the Easement Area are subject to any easements granted in the Master Declaration.

(iv) No dwelling or improvement (excluding sidewalks, which shall be permitted; but excluding, without limitation, pools, spas and related equipment) shall be located or erected nearer than five (5) feet to any Common Boundary unless a smaller side yard setback is allowed by the applicable ordinances of the City of McKinney.

(b) Rights of Entry. The following rights of entry onto the Easement Area shall exist:

(i) The Owner of each Servient Estate Lot (and the authorized agents, representatives, contractors, etc., of such Owner) shall have a reasonable and temporary right of entry, access, ingress, egress and regress upon the Easement Area and that portion of the Benefitted Estate Lot reasonably necessary to perform and complete, in a prompt, efficient and good and workmanlike manner, any construction or other work (whether original, remodeling or repair) which has been theretofore approved in accordance with the requirements of the Master Declaration.

(ii) The Owner of each Servient Estate Lot (and the authorized agents, representatives, contractors, etc., of such Owner) shall have a reasonable and temporary right of entry, access, ingress, egress and regress upon the Easement Area and that portion of the Benefitted Estate Lot reasonably necessary to perform maintenance and making bona fide repairs to the dwelling and other structures located on the Servient Estate Lot; provided, unless otherwise warranted by then-existing circumstances or otherwise agreed by the Owner of the Benefitted Estate Lot, such entry shall occur during daylight hours only and shall be limited to a reasonable number of days in each calendar year.

(c) Maintenance of Easement Area; Damage and Destruction.

(i) The Owner of each Benefitted Estate Lot shall be responsible for maintaining the landscaping, the Privacy Gate, and any other improvements within the Easement Area (except overhangs and other portions of the dwelling on the Servient Estate Lot) in a neat and attractive condition in accordance with the Community-Wide Standard (as defined in the Master Declaration).

(ii) The Owner of each Benefitted Estate Lot shall have an insurable interest in and shall be responsible for maintaining a property insurance policy on the Privacy Gate and any other insurable improvements located within the Easement Area and benefitting the Benefitted Estate Lot (excluding overhangs and other portions of the dwelling on the Servient Estate Lot), and shall be entitled to all insurance proceeds paid under such policy on account of any insured loss. In the event that a Privacy Gate is damaged or destroyed by fire or other casualty, the Owner of the Benefitted Estate Lot shall proceed promptly to repair or restore the Privacy Gate in the manner consistent with its original construction.

Article III AMENDMENTS

3.1 General. Declarant may amend this Declaration if such amendment (i) is necessary to bring any provision into compliance with any applicable governmental statutes, rule, regulation, or judicial determination; (ii) is necessary to enable a title insurance company to issue title insurance coverage on the Lots; (iii) is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots; (iv) is necessary to enable any governmental agency or private insurance company to insure mortgage loans on the Lots; (v) is otherwise necessary to satisfy the requirements of any governmental agency; or (vi) is necessary to correct technical, typographical or scrivener's errors provided the amendment has no material adverse effect upon any right of any Owner. For so long as Darling Homes of Dallas, Ltd., a Texas limited partnership ("DHD"), has contracted for the purchase of any of the Lots from Declarant and there being no uncured defaults by DHD under said contract to purchase Lots, or owns any of the Lots, Declarant shall reasonably cooperate with DHD with respect to making any such amendments requested by DHD.

3.2 Amendment of Lot Designations. Declarant shall have the right at any time, and from time to time, to amend this Declaration to (i) change the designation of one or more Lots from a Benefitted Estate Lot to a Servient Estate Lot, (ii) change the designation of one or more Lots from a Servient Estate Lot to a Benefitted Estate Lot, (iii) designate one or more Lots as a Privacy Wall Lot or remove such designation from one or more Lots, (iv) change the Privacy Side Lot Line of any one or more Lots, or (v) otherwise change the designations of Lots; provided, however, that any such amendment shall require the approval of the Owner of any Lot for which such amendment will (a) designate such Lot as a Privacy Wall Lot if such Lot previously was not designated as a Privacy Wall Lot, (b) change the Privacy Side Lot Line of such Lot or designate thereon a Privacy Side Lot Line if such Lot previously had no Privacy Side Lot Line, or (c) change the designation of such Lot from a Benefitted Estate Lot to a Servient Estate Lot. Any such amendment shall be evidenced by filing an instrument describing the Lots to be affected thereby and attaching thereto an amended and restated Exhibit "B" evidencing the designations effected by such Amendment. For so long as DHD has contracted for the purchase of any of the Lots from Declarant and there being no uncured defaults by DHD under said contract to purchase Lots, or owns any of the Lots, Declarant shall reasonably cooperate with DHD with respect to making any such amendments requested by DHD.

Article IV
RIGHTS OF DECLARANT AND BUILDERS

So long as construction and initial sales of Lots shall continue, Declarant and any Builder authorized by Declarant may maintain and carry on upon portions of the Property such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Lots, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant and authorized Builders shall have easements for access to and use of such facilities.

Article V
ARBITRATION

In the event of any dispute, disagreement or controversy between or among any Owners pertaining to the easement rights granted herein, 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. Neither the Master Association nor the Declarant shall have any responsibility in resolving any disputes between Owners concerning the easements rights granted herein.

Article VI
GENERAL PROVISIONS

6.1 **Severability.** Invalidity of any provision of this Declaration, in whole or in part, or any application of a provision of this Declaration by judgment or court order shall in no way affect other provisions or applications. In the event any portion of these covenants conflicts with mandatory provisions of any ordinance or regulation promulgated by Collin County or the City of McKinney, Texas, then such local governmental requirements shall control.

6.2 **Compliance.** Every Owner and occupant of any Lot shall comply with this Declaration. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, by the Master Association or an aggrieved Owner.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

DECLARANT:

SBR 401/408 LTD.,
a Texas limited partnership

By: Bronson Holding, LLC,
Its General Partner

By: 

Name: 

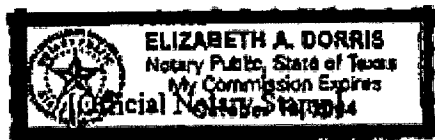
Title: 

THE STATE OF TEXAS

COUNTY OF Collin

§
§
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This instrument was acknowledged before me on the 12th day of September, 2002 by Stephen L. Goodman, Administrator of Bronson Holding, LLC, a Texas limited liability company, general partner of SBR 401/408 Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.




NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Commission Expires: 10/19/04

EXHIBITS

EXHIBIT "A" Lots Subject to this Declaration

EXHIBIT "B" Privacy Wall Location Exhibit

EXHIBIT "C" Illustration of Easement Area

EXHIBIT "A"

Lots Subject to this Declaration

Lots 1 through 19, Block A; Lots 1 through 10, Block B; Lots 1 through 5, Block C; and Lots 1 through 9, Block G; of Tanglewood at Stonebridge Ranch, an Addition to the City of McKinney, Collin County, Texas, filed Cabinet O, Drawer 95 of the Map and Plat Records of Collin County, Texas.

EXHIBIT A

VILLAS

LOCATION

CONTRIBUTOR NAME

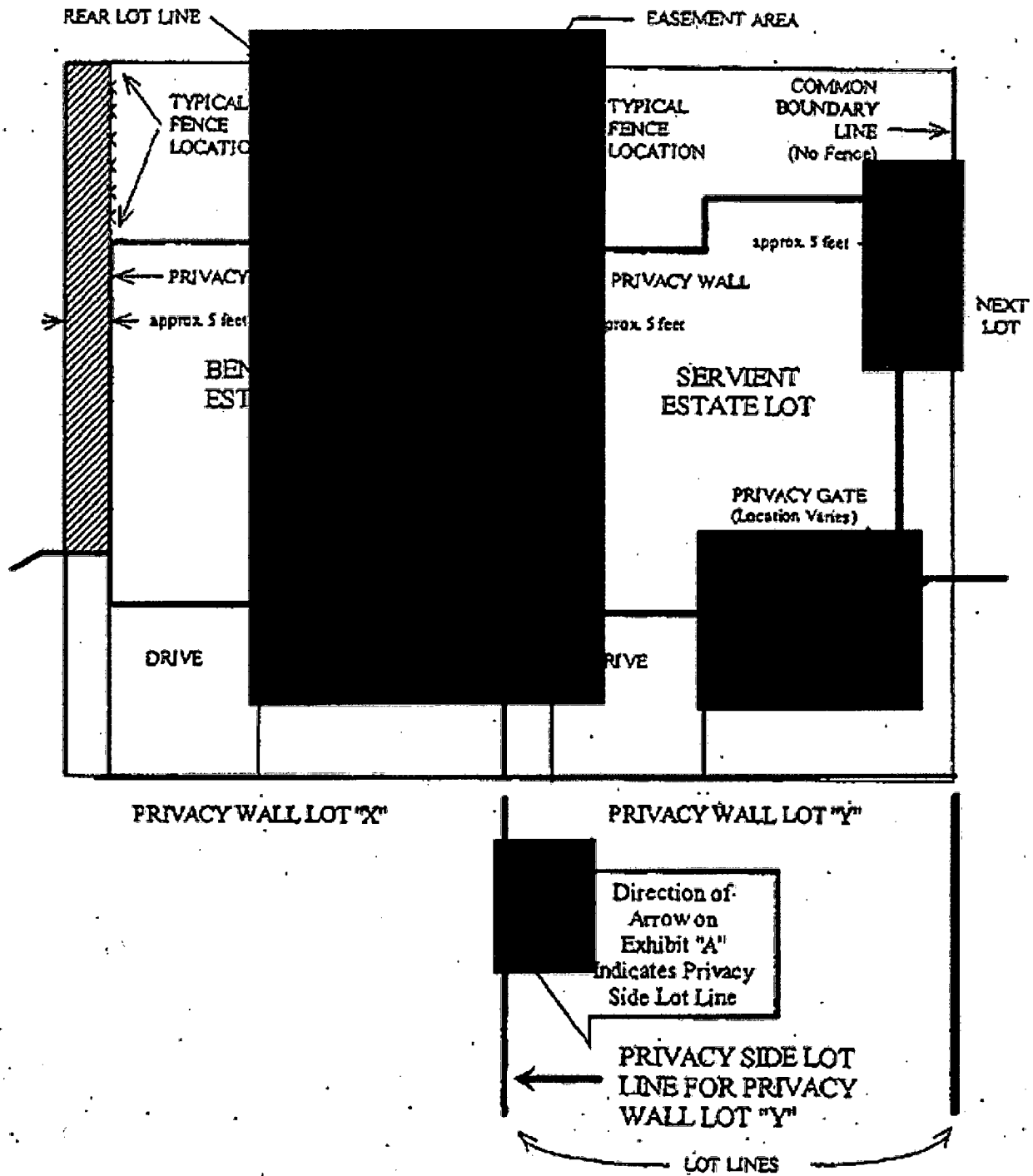
NAME	CONTRIBUTOR NAME
ADDRESS	CONTRIBUTOR ADDRESS
CITY	CONTRIBUTOR CITY
STATE	CONTRIBUTOR STATE
ZIP	CONTRIBUTOR ZIP
PHONE	CONTRIBUTOR PHONE
EMAIL	CONTRIBUTOR EMAIL
DATE	CONTRIBUTOR DATE
SIGNATURE	CONTRIBUTOR SIGNATURE
STAMP	CONTRIBUTOR STAMP

Privacy Wall Location Exhibit



EXHIBIT "C"

Illustration of Easement Area



**DARLING HOMES OF DALLAS, LTD.
SIDEYARD USE EASEMENT ADDENDUM
TANGLEWOOD VILLAS AT STONEBRIDGE RANCH**

Re: Real Estate Sales Agreement, ("Contract") by and between Darling Homes of Dallas, Ltd. ("Seller") and _____ ("Purchaser") for Lot _____, Block _____, Tanglewood Villas at Stonebridge Ranch, an addition to the City of McKinney, Texas according to the Plat thereof recorded in Volume _____, Page _____, Plat Records of Collin County, Texas ("Property") also known as, _____ (address).

Dear Purchaser:

Certain documents have been, or by Closing will have been, executed and recorded with the County Clerk of Collin County, Texas. These documents are customary for a subdivision such as Tanglewood Villas. The primary purpose of these documents is to assure owners of lots within Tanglewood Villages subdivision that improvements conform to high standards of design excellence. The Property is subject to documents creating a Master Association of all owners of property within Stonebridge Ranch (including Tanglewood Villas), and to certain design guidelines. The documents that will affect owners of property within Tanglewood Villas will include, but not be limited to, the following:

- 1) First Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Stonebridge Ranch.
- 2) Declaration of Patio Home Easements for Tanglewood Villas at Stonebridge Ranch ("Patio Home Declaration").
- 3) Subdivision Design Guidelines for Tanglewood Villas.

Paragraph 2.2 of the Patio Home Declaration pertains to Side-Yard Use Easements which affect your use of the Property as follows:

- A) Construction of any dwelling or improvement is prohibited nearer than five (5) feet to the common boundary between two lots, unless a smaller side yard setback is allowed by ordinance of the City of McKinney. The prohibition prohibits pools, spas and related equipment in the designated area, but allows sidewalks in such area. Please note that the common boundary line between lots is established by the subdivision plat and is not the line established by the fence between lots.
- B) If the Property is adjacent to a Privacy Wall Lot, as indicated in the Patio Home Declaration, you will have an easement to use the area ("Easement Area") running from the rear lot line to the privacy fence and tying between the common boundary line and a line extending the plane of the exterior wall of the dwelling on the adjacent Privacy Wall Lot. The Easement Area allows you a larger usable side yard area than would otherwise be possible according to platted lot lines. Your use of the Easement area will be subject to the restriction that nothing can be done in the Easement Area which would be a threat or hazard to the health or safety of individuals occupying the dwelling on the adjacent Privacy Wall Lot, or deface or affect the integrity, structure or strength of the adjacent dwelling. The Easement Area is approximately five feet wide, subject to variations occurring because of construction.
- C) If the Property is adjacent to a Privacy Wall Lot, the owner of the Privacy Wall Lot is permitted to enter the Easement Area for purposes of constructing and maintaining the residential dwelling on the Privacy Wall Lot.

By your signature below, please evidence your acknowledgement and agreement that the General Warranty Deed conveying the property from Seller to Purchaser, and the Owner Policy of Title Insurance issued to you, will be subject to the documents described above and other documents which are customary for the subdivision in which the Property is located.

Sincerely,

DARLING HOMES OF DALLAS, LTD.

By: Darling Homes, Inc., its sole general partner

By: _____
Name: _____
Title: _____

Acknowledged and agreed this _____ day of _____, _____.

Purchaser(s): _____

SECTION II
SUBDIVISION DESIGN GUIDELINES
FOR
TANGLEWOOD CROSSING (90' LOTS)

These Subdivision Design Guidelines are designed specifically for the TANGLEWOOD CROSSING product (Block A, Lots 20-49; Block D, Lots 1-13; Block E, Lots 1-21; Block F, Lots 1-11; and Block G, Lots 10-17) of the TANGLEWOOD Subdivision and are promulgated in accordance with Section 8.5 of Article VIII of the "First Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for STONEBRIDGE RANCH" (the "Master Declaration") which instrument was recorded on December 5, 2000 as Instrument No. 2000-0132145 in the Public Real Estate Records of Collin County, Texas and which is incorporated herein by reference for all purposes.

The primary purpose of these Subdivision Design Guidelines is to supplement the current version of the MASTER DESIGN GUIDELINES for STONEBRIDGE RANCH. Adherence to these guidelines is intended to better assure owners of properties within the TANGLEWOOD Subdivision that all individual improvements will conform to the same high standards of design excellence. The guidelines seek to establish a design framework which the individual homebuilder or homeowner will use as a guide for site improvement, with latitude and flexibility (on the one hand) balanced against preserving the integrity of STONEBRIDGE RANCH (on the other hand). These Subdivision Design Guidelines will, hopefully, serve to guide, inform, aid and inspire to the same extent as they serve to prohibit, restrict and require. While some features are mandated, it should be understood that the Master Architectural Review Committee ("MARC") may make discretionary judgments to reduce or waive any requirement when it can be demonstrated (to the reasonable satisfaction of the MARC) that appropriate mitigating measures have been taken. However, such discretionary approval(s) shall not represent or constitute a binding precedent since no two or more tracts or circumstances are likely to be alike.

1. Height Limitation:

Thirty-five feet (35') measured per City ordinances.

2. Square Footage Requirement:

Minimum Air Conditioned Floor Space: Three thousand (3,000) square feet, inclusive of bonus room.

Air Conditioned Square Footage ("ACSF") shall mean the total gross area of the proposed structure, measured from the outside of the exterior wall surface, exclusive of air conditioning duct space, garages, exterior storage, and unfinished attic storage areas not designed to be converted into usable floor area.

3. Minimum Dwelling Setback Requirements:

Front Yard: Twenty-five feet (25') to main structure.

Rear Yard: Twenty feet (20') from the rear property line to main structure (excluding accessory buildings, cabanas, decks, fences, pools, etc.) unless adjacent to lake or other water body which might permit a less restrictive setback to be approved by the MARC.

Side Yard: Nine feet (9') to main structure or 10% of the lot width at the front building setback line, whichever is less.

Side Yard

@ Corner: Fifteen feet (15') to main structure or the distance shown on the final plat, whichever is greater.

Driveway: Driveway pavement shall be set back a minimum of 1'-6" from the property line. In retaining wall situations on side lot lines, the driveway may abut the retaining wall on the high side.

4. Sitework. Finished grades shall not direct concentrated water flow (from downspout, pool overflows, sub grade drainage systems, etc.) onto adjacent properties and shall follow the City of McKinney approved grading plans. Anytime a site is altered, it is the builder's responsibility to provide the retainage. Retaining walls are only to be constructed of milsap stone. If side yard retaining walls are not desired, a slope of 3:1 (max.) must be achieved between the foundation slab and the side yard property line. The MARC reserves the right, upon reasonable advance notice, to require a topographical survey done by a registered surveyor before, during, or after construction.

5. Masonry. Chimneys must be 100% masonry. Also the portion of an elevation which faces a greenbelt, golf course, creek, common area, open space or lake must be 100% masonry. Brick blends may be repeated with a minimum separation of four (4) intervening houses in any direction along the fronting or side/corner streets. All mailboxes are to be located within a masonry structure approved by the MARC.

Each single-family detached residential dwelling (including detached garages) shall have at least seventy-five percent (75%) of the exterior vertical surfaces (excluding windows, doors and roof) composed of approved masonry (i.e., brick, stone, or stucco). Detached garage exterior walls will be calculated with the main house structure for overall masonry coverage requirement of seventy-five percent (75%).

6. Fences Along Greenbelts, Common Areas or Open Space. With respect to each and every lot which has a side or rear property line coincident with or adjacent to a greenbelt, common area or open space so as to constitute "open space frontage," fences and walls along the frontage and a minimum of ten feet (10') along side lot lines or other perpendicular fence

lines to the property that constitutes "open space frontage" are not required, but if any is installed, it shall comply with the following requirements:

- (A) Must be 59" (inches) in height;
- (B) open metal, primed and painted a flat black color; and
- (C) constructed as indicated in the MASTER DESIGN GUIDELINES.

7. Fences Along Golf Course. With respect to each and every lot which has a side or rear property line coincident with or adjacent to a golf course so as to constitute "golf course frontage," specifically Block A, Lots 33-35 and 40-49 and Block D, Lots 1-13, fences are required and shall comply with the following requirements:

- (A) Must be 59" (inches) in height;
- (B) open metal, primed and painted a flat black color;
- (C) constructed as indicated in the MASTER DESIGN GUIDELINES; and
- (D) shall have no gate opening or access through any fence onto the golf course.

8. Fences Along Interior Lot Lines. Unless otherwise approved by the MARC, no fence shall exceed six feet (6') in height measured from finished grade. Except for those fences required to be constructed of open metal, all other fences shall be constructed with Western Red Cedar (#1 or "Standard and Better"). Pickets are to be placed on the exterior face or as specified by the MARC. Posts may be steel pipe columns or cedar. No pine or spruce fencing materials shall be permitted. Interior lots should have the 6'-0" height wood privacy fence.

9. Roof Drainage. In order to assist in the orderly drainage and removal of roof water and the overall quality of drainage, gutters and downspouts may be required at the discretion and direction of the MARC.

10. Roof. Any proposed composition roof shingles shall be the same or equal to the "Tamco Heritage 30," a 30-year roof, and shall "weigh" at least 280 lbs. per square. The type, quality and color must otherwise be specifically approved by the MARC. Roofs which cover bay windows are required to use copper, anodized aluminum (bronze or black), or an approved factory applied finish.

11. Required Landscaping. Per the MARC approved landscape plan, all landscape is to be installed BY THE BUILDER WITHIN THIRTY (30) DAYS of substantial completion or change of ownership (closing). The Lot areas listed below shall be landscaped with the following size and/or number of shade trees, which shall be from the "highly recommended" or "acceptable" category described within the STONEBRIDGE RANCH Plant Palette (set forth in the Master Design Guidelines).

Lot Area

Minimum Requirement

Front Yard

One row of five-gallon (min.) non-deciduous (evergreen) shrubbery located along the foundation excluding porches and patios. Two 4½" caliper (min.) large canopy (i.e., red oak, live oak, cedar elm, Chinese pistachio) shade trees and two 2 ½" caliper (min.) ornamental trees are required for each front yard.

Adjacent to Greenbelt,
Common Area, Open
Space or Golf Course

One row of five gallon (min.) non-deciduous (evergreen) shrubbery located along the foundation excluding porches and patios. Two 4½" caliper (min.) trees per rear yard, to be located within ten feet (10') of the rear property line.

Corner Yard

One 4½" caliper (min.) shade tree is required to face the "side" street and be located in the side yard (outside the fenced area). One row of non-deciduous (evergreen) five-gallon (min.) shrubbery is required where the foundation is exposed to the street. Where 6' solid wood fences run along the street frontage, one row of five-gallon (min.) evergreen shrubs are required.

AC Units/Mechanical
Equipment Meters

One row of non-deciduous (evergreen) five-gallon (min.) shrubbery is required to screen these elements from public view.

12. Irrigation. The MARC requires that each Lot have an automatic irrigation system. Installation of the automatic irrigation system must be concurrent with the finishing stages of the residential dwelling. All automatic irrigation systems shall be designed to have overlapping coverage. Controller devices must be located inside the garage.

13. Sidewalks & Driveways. Unless otherwise approved by the MARC the builder of each single-family home shall construct, install and provide a public sidewalk which shall:

- (A) be approved (as to size, location and materials) by the MARC;
- (B) comply with applicable subdivision improvements and City of McKinney, Texas standards;
- (C) incorporate a barrier free ramp on corner lots or other similar lots designated by the MARC; and

- (D) to the extent applicable, conform to and continue the hike-and-bike trail within STONEBRIDGE RANCH.
 - (E) All concrete sidewalks, driveways, walkways and entry paths which are within the public right-of-way must be broom finished as a minimum.
13. Elevations. Elevations are allowed to repeat two (three total per elevation) times when there are seven (7) intervening homes of dissimilar elevations along the fronting or side/corner streets. Double car garage doors shall not face the street. Single car garage doors may face the street if they are located a minimum of 20' behind the front yard building setback line (front façade of the house).
14. Paint Colors. The garage doors and trim colors of the house will be limited to a specific color family complimentary of the brick selection. All exterior flashing is to be painted a color to match the color of the adjacent material. Roof vents are to be painted a color to match the roof color. Chimney caps are to be painted a color to match the chimney.
15. Detached Garages. That portion of the elevation/s which faces the street, greenbelt, golf course or lake must be 100% brick. Elevations that are bricked are required to "return" the brick around the corner of each adjacent elevation a minimum of 2'-0". Where the brick is terminated on the adjacent elevation, a cedar fence shall perpendicularly intersect the end of the terminated brick. The canopy between the main house structure and the detached garage is required to provide brick vertical support columns when the canopy span is greater than 14'.

Detached Garage Setback Requirements.

Rear yard greenbelt,
golf course or lake: 20' (min.)

Rear yard interior: 10' (min.)

Side yard: 9' (min.).

Garages located on the rear side of the house when adjacent to the greenbelt, golf course or lake may be required to be set back from the rear house line and/or to have windows or other features to continue the character of the house across the entire elevation. Garage doors, driveways, and parking aprons must not be visible from adjacent greenbelt, golf course or lake.

16. Homebuilder Construction. Please refer to the most recent publication of the Construction Site Policy.

**SUBDIVISION DESIGN GUIDELINES
REVISION LOG
TANGLEWOOD**

DATE	DESCRIPTION
10/8/02	Original Document
06/18/2015	Updated landscaping and fencing requirements to meet current guidelines.