

# Castle Hills

## Commercial Association

- SECTION 1**      **Commercial Design Guidelines**
- SECTION 2**      **EXHIBIT B - General Development Ordinance (GDO) per April 1, 1996 Agreement)**
- SECTION 3**      **1996 City of Lewisville Agreement with Variances**
- SECTION 4**      **May 2014 Variances to the 1996 Lewisville Agreement**
- SECTION 5**      **EXHIBIT A - Denton County Fresh Water Supply District 1-A (DCFWSO)**  
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- SECTION 6**      **City of Lewisville Zoning Regulations**  
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- SECTION 7**      **Declaration of Covenants, Conditions and Restrictions for the Commercial area of Castle Hills**
- SECTION 8**      **Correction Declaration of Covenants, Conditions and Restrictions for the Commercial Area of Castle Hills**

# Castle Hills

## Commercial Design Guidelines

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### A. Definitions

# *I. Introduction and Philosophy*

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The Castle Hills Community is constantly evolving due to changing consumer expectations and public regulations. Typically, this evolution reflects changing markets and regulatory conditions. Thus, it is important that the Castle Hills Community has an overall set of policies and standards to provide a framework for dealing with these changes. In an effort to protect and enhance property values by encouraging and guiding compatibility of size, building and signage design in new and existing development, Castle Hills Commercial Association (CHCA) has created these Commercial Development Guidelines.

These Guidelines are designed to serve as a key mechanism by which the Castle Hills community guides their commercial development. They give landowners considerable flexibility in developing their property as long as their projects conform to certain criteria designed to protect the integrity and value of the community. The basic purpose of these Guidelines is to encourage quality design and character while mitigating undesirable impacts.

*The Commercial Development Guidelines are not intended to be an absolute design regulation nor presume to predict all possible site specific conditions.*

## **A. General Commercial Information**

The CHCA's commercial development classifications were established as a control mechanism. Commercial classification uses are defined as follows:

### **1. Retail and Commercial**

Free-standing retail, retail shopping centers, service stations, cinemas, hotels, restaurants, banks, entertainment facilities, research and development facilities, service/distribution centers, showrooms, auto dealerships, and related retail uses.

### **2. Office**

Professional office buildings freestanding or campus style.

### **3. Institutional**

School and church sites, day care facilities, library, hospital, government or community buildings, etc.

### **4. Multi-Family Residential Attached Units**

Multi-family residential development including apartments, townhouses and patio homes of medium (5 to 18 units per net acre) and high density (18 or more units per net acre).

## **B. Architectural Review**

To insure the integrity of the development concepts defined in these Guidelines and in accordance with applicable declarations, the following activities must be reviewed and approved by the appropriate Architectural Review Committee (ARC) prior to commencement:

- Clearing
- Demolition
- New construction
- Signage (temporary and permanent)

This document provides general development guidelines to property owners in Castle Hills communities. However, the ARC will apply flexibility and latitude in its approval and disapproval of plans and specifications. This flexibility can allow the ARC to accommodate individual project master-plan objectives. It is the responsibility of the builder/developer to provide substantiating information to the ARC on all special conditions or circumstances regarding a deviation from these guidelines.

It is the responsibility of the builder/developer to become thoroughly familiar with these Guidelines and to raise questions of interpretation at the earliest possible time.

## C. Approval Procedures

The Architectural Review Committee (ARC) approval consists of a two-step process: Preliminary Plan Approval, and Final Construction Plan Approval. A pre-planning discussion with the ARC is recommended to highlight any specific sensitivities that may exist. The approval process may include referral to a qualified outside consultant.

Following review by the ARC at Step 1 and Step 2, a summary letter stating the results of the review will be mailed to the builder/developer within thirty (30) days of the submittal. The ARC will endeavor to expedite the review and response process.

Step 1: Preliminary Plans. The builder/developer is required to submit the following preliminary information when available:

- Floor plans
- Exterior building elevations
- Site plan
- Site size (acreage)
- Existing improvements on site (utilities, fencing)
- Percentage of site devoted to open space
- Existing vegetation locations within proposed setbacks or reserves that may be impacted by land use, driveway or services access parking lots, or median cuts.
- Building(s) location and size (square footage)
- Building and parking setbacks/ dimensions
- Parking lot(s) configuration, ratio and capacity
- Service area(s), trash receptacle, and mechanical equipment locations (with screening method)
- Proposed fencing and/ or screening walls
- Satellite/antenna dish location (with screening method)
- Proposed fencing and/or screening walls
- A note outlining the builder/developer's understanding of maintenance and irrigation boundaries for the site where the site adjoins an existing maintained landscape setback

Plans should be drawn in a format typically produced by a registered professional architect. The builder/developer may wish to submit a rendering or sketch of exterior building appearance as a supplement to this submittal.

ARC approval of preliminary plans does not constitute ARC acceptance of the final construction drawings or approval to begin construction. All information required in Step 2: Final Construction Plan Review must be submitted and approved in writing prior to any construction. The ARC may convene and act on special occasions in an effort to accommodate unusual situations where justified. These procedures are part of the overall effort to insure that an acceptable quality level is attained without the necessity of imposing undue, cumbersome regulation.

Step 2: Final Construction Plans. Upon completion and approval of Preliminary Plans (Step 1), the builder/developer may submit Final Construction Plans (Step 2). The submittal should include the following:

- Site Plan
- Utility layouts on site (approval(s) by appropriate agencies required)
- Landscape plans and tree preservation plan
- Exterior lighting plans (including photometrics)
- Signage plans and elevation(s) (temporary and permanent locations)
- Architectural elevations (all sides)
- Exterior material and color samples

Additionally, the Owner's .construction contact and field superintendent's name and telephone number must be provided to the ARC.

It is recommended that the builder/developer engage a registered professional architect, landscape architect, and engineer for the preparation of the project plans, specifications, and construction administration services.

All components of building and site design must adhere to the local codes having jurisdiction and the Lewisville 1996 (GDO) General Development Ordinance attached as Exhibit "B" and specific variances to the 1996 GDO attached as Exhibit "C." The builder/developer is responsible for obtaining all local county Flood Control and Utility District approvals. The

builder/developer will also be responsible for determining the nature of restrictions associated with pipeline or utility easements which may be located on the site.

The ARC will not be responsible for the interpretation of any building codes or ordinances. ARC approval does not release the builder/developer from the responsibility of compliance with all codes, ordinances, or regulations; in effect the builder/developer is required to comply with the Denton County Fresh Water Supply District I-A building criteria attached as Exhibit "A."

The builder/developer is responsible for abiding by all Non-Point Discharge Elimination System (NPDES) regulations as promulgated by EPA in September 1992.

#### **D. Variances**

The ARC will consider the potential negative impact and precedent that may be set within the community regarding a variance request. Variances may be granted in situations where the builder/developer can fully satisfy the ARC that adherence to the guidelines:

1. Presents a significant hardship to the project;
2. An alternate approach which exceeds the Intent of these Guidelines is preferable; and/or
3. The Guidelines do not adequately address a specific condition;
4. A precedent within close proximity to the site has previously been set;
5. The variance does not set a negative precedent within the community.

The builder/developer should not plan or design any portion of a project on the assumption of receiving a variance to these guidelines. It is suggested that the builder/developer contact the ARC immediately should the adherence to the Guidelines propose a potential problem or as questions arise regarding the interpretation of these guidelines. Further, the ARC shall not be responsible for any re-design caused the builder/developer as a result of misinterpretations of the Guidelines.

## *II. General Development Guidelines*

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### A. Site Planning

Planning for site entrances, landscape design, pedestrian access, vehicular access and parking, building location and character, security, and site utilities must be executed to preserve existing site improvements and landscaping where possible.

#### 1. Landscape Requirements

Master-planned communities include quality landscaping in setbacks, reserves, and open spaces. All projects must be landscaped and irrigated to complement the quality and design of the landscaping on the adjacent public streets or greenbelts and blend with the residential areas. All landscape and irrigation plans must be submitted to the ARC for review and approval.

##### a. Setbacks

All sides of a project are visually important. The front and side setbacks should receive equal attention. All setbacks in non-forested areas must be landscaped with a combination of low growing shrubs and trees. Berms may be used in lieu of low growing vegetation. Tree clustering is encouraged. All berms should be kept to a slope of 3:1 or less. Landscape treatment which exceeds the landscape is encouraged in front setbacks along public streets. Particular attention should be given to screening parking lots from the public rights-of-way. The ARC reserves the right to determine the appropriate level of landscape required which may exceed those requirements as herein.

##### b. Parking Lots

Landscaping and the planting of shade trees for sun screening are required in parking lots and along pedestrian walkways. For sites larger than five (5) acres, parking lots are required to have landscaped areas or "islands" totaling at least 5% of the parking lot area.

For parking lots with more than sixteen (16) parking spaces, one (1) tree is required for every ten (10) parking spaces. Trees should be shade providing canopy varieties at least two and one-half (2 1/2") inches in caliper and at least twelve feet (12') in height.

##### c. Plant Species

Plant species for all landscaped islands should be carefully selected for tolerance to exhaust fumes and pavement heat. Trees that drop sap are to be avoided as are trees that drop large amounts of blossoms, seeds, and pods that may clog drains. Additionally, the use of trees that are susceptible to insects and disease, as well as trees with expansive root systems that could disrupt paving and underground lines, should be avoided.

##### d. During Construction

If landscaping exists in the proposed setbacks, it must be retained and protected during construction. Existing trees installed within the last three (3) years in landscape setbacks and located at proposed driveway locations must be relocated within the setback or replaced with equal specimens. Elsewhere on the site, existing trees should be saved wherever possible and incorporated into the required open space.

#### 2. Building & Orientation

When orienting and locating the building(s) on a site, visibility and privacy issues from adjacent roads, location of existing trees, parking lot circulation, pedestrian connections to adjacent buildings or parcels, energy conservation, and impacts to adjacent buildings, existing or future, should be considered.

Buildings are a positive influence in creating a community and public space. Where appropriate to the site, buildings should be oriented to the street. The parking lot should be internal to the site and screened from the street -- an arrangement which accents the building, promotes pedestrian traffic and enhances the street scene.

For multi-family projects, the entry drive into the site should feature landscaped medians. Parking lots and covered parking structures should occur on the interior of the site. Individual units should be oriented to the parking area or amenity whenever

possible. When living units face directly onto a street; setbacks may be increased in order to provide adequate space for a landscaped buffer.

### 3. Vehicular Access

Location of ingress and egress will be controlled and traffic circulation impacts must be carefully evaluated. The builder/developer is responsible for meeting all local city or county traffic standards. All proposed curb-cuts are subject to review and approval by the ARC. The ARC may require appropriate traffic analysis to be submitted for review.

Vehicular access should be designed to:

- minimize auto/pedestrian conflicts
- minimize curb-cuts
- maximize curb cut distance to a major intersection in an effort to minimize automobile conflicts

Shared curb-cuts between two parcels are encouraged. Driveways or curb-cuts along the curved portion of a frontage road at the intersection of a highway and a major thoroughfare are strongly discouraged.

### 4. Service Access and Service Areas

Service drives and service areas should not interfere with parking, driveways or walkways and must be screened from adjoining properties, all public rights-of-way, and from the office areas of any other buildings which share the site. Ideally, service areas should be provided at the rear (side opposite the street) of all buildings. Service areas which are recessed into the buildings are preferred. These areas should be paved, internally drained and screened from public view (including views from upper floors of adjacent buildings). In all cases, screening must be compatible with building materials.

### 5. Outside Storage Operations

Outside storage operations are prohibited except in certain instances when deemed by the ARC to be absolutely necessary for the functioning of a service/distribution center or retail, such as a nursery. Outside overnight storage of automobiles or motorized vehicles is generally prohibited except in certain instances when deemed by the ARC to be absolutely necessary for the functioning of a service distribution center or retail, such as a nursery. When outside storage occurs, these activities must be screened from public view in a manner which is architecturally compatible and approved by the ARC. Towers, tanks, and other structures or equipment must be effectively shielded from public view. The location and appearance of special equipment are subject to review and approval by the ARC.

### 6. Pedestrian Access

Free-standing buildings are encouraged to provide pedestrian connections between immediately adjacent commercial sites or public path systems. Important connections to retail facilities, residential areas, office complexes, neighborhood greenbelts and open space should be designed into the site in low traffic areas and identified to users and drivers for safety. The onsite pedestrian system should be integrated with existing or future connections to adjacent sites.

### 7. Minimum Parking Requirements *(see Section VIII in the 1996 General Development Ordinance 1868-1-94)*

An adequate number of parking spaces for employees, customers/visitors, and the handicapped are required for each site. All parking spaces required to meet parking ratios must be located off street. Parking should be provided in close proximity to the building(s) being served. Parking lots should not be used by delivery or service vehicles either for parking or as the primary means of reaching service areas. At a minimum, all sites must meet the minimum parking ratios; see the attached Exhibit "B" and "C."

### 8. Parking Lot Design Standards *(see Section VIII in the 1996 General Development Ordinance 1868-1-94)*

Parking lot plans must be included with all submittals for ARC approval. Parking lots should be designed to minimize the distance between parking space and building entry for as many parking spaces as possible.

Parking lots must be constructed of concrete. A variance for the use of decorative masonry may be granted by the ARC on a case by case basis.

All parking lots shall be designed in accordance with standard storm water runoff curves. All driveway connections must be built by applicable City or County standards with a minimum turning radius of fifteen feet (15') off of local streets and twenty feet (20') off of major thoroughfares. Expansion and construction joints shall be located in accordance with current engineering design principles and sound construction practices.

Parking may be developed on grade, below grade, or in multi-level structures above grade. On-grade parking should appear inconspicuous, not dominate its environs, and must be visually screened from adjacent property and green space by the use of berms, new trees, and the preservation of existing trees. Entrance drives should terminate in a drop-off point at the front entrance to the building.

Parking must be screened from the view of all public streets. If garages or individual pads are used for parking, separate and clustered parking must be provided for guests.

Parking should be located to provide clear and direct access to each unit. Projects which include garages and individual driveways in the front of the unit may reduce the guest parking requirement. The driveway must be a minimum of eighteen feet (18') from the front of the garage to the curb or sidewalk, whichever is closest.

#### 9. Parking Garages

For all uses, structured above-grade parking should be designed to incorporate a minimum number of levels, appear as inconspicuous as possible, and be compatible with its respective building as well as other structures on neighboring sites (concrete construction preferred). Cable barriers alone are discouraged. In general, it is recommended that parking structures must be internally drained and exterior finish materials and color must be approved by the ARC.

#### 10. Drainage

Internal site drainage is the responsibility of the building developer. Surface drainage to adjacent tracts is prohibited. The Water Control and Improvement District in which the project is located, and all other appropriate agencies, must inspect and approve connections to their systems when applicable.

Surface drainage and roof run-off shall be diverted away from the building foundations, either directly to storm detention areas, storm sewers or their inlets. Drainage from open space of a building may be sheet-drained across a sidewalk to parking lot drainage points. Roof run-off must be directed to interior roof drains or to gutters and down spouts. Down spouts shall tie directly into storm sewers. All drainage must be designed by a licensed professional engineer.

#### 11. Easements

All recorded easements and rights-of-way must be observed. Any use within the easements must have approval from the easement owner and the ARC. Additional easements for utilities service may be imposed if required.

### B. Site Elements

Site elements are improvements to the site which can affect the aesthetics and visual integrity of the site as a whole. They are to be carefully considered and are subject to ARC review.

#### 1. Utility Areas and Communication Equipment

All utility areas located outside the building must be screened from adjacent public streets and adjoining private property. Location of utilities inside the building is preferred. Banks of electric meters shall not be visible from public roadways. Towers, tanks, antennae, satellite dishes, and other structures or equipment shall be screened from adjacent public streets and adjoining private property. All transformers must be pad-mounted and screened by a wall, fence, or landscaping, and/or painted to coordinate with the adjacent building. All transformer electrical drops and utilities must be underground, including secondary power, unless specifically approved by the ARC. For roof top penetration requirements please see section C-5 of the Commercial Design Guidelines - Rooftop Equipment. The location and appearance of all utility and communication equipment is subject to review and approval by the ARC.

## 2. Trash Receptacles and Enclosures

Trash receptacles must be oriented to the building service areas and screened with a four-sided enclosure. The enclosure must be constructed of materials compatible with the building. The enclosure must be two feet (2') taller than the height of the receptacle and a minimum of eight feet (8') in height. Masonry construction is preferred. Gates should be constructed of metal and be opaque. Wood gates supported by a structure of tubular metal are acceptable for all uses except mid or high rise office buildings. Wood-link or chain-link materials are not acceptable for either the enclosure or the gate.

## 3. Screen Walls and Fencing

In some instances it may be necessary to provide screening between a commercial property and a neighboring commercial or residential property. When, in the judgment of the ARC, screening is required, the site developer will install a six foot (6') to eight foot (8') fence or wall along the property line. Any wall(s) or fencing must be constructed of materials which are compatible with exterior materials of the building as approved in writing by the ARC. Curb stops in parking areas are required to prevent damage to walls and fencing. The use of chain-link fencing is generally prohibited. In limited cases, the ARC may grant a variance for chain-link where the fence is not visible from the street or adjacent property. If approved, the fence must be vinyl coated in a color approved by the ARC.

Multi-Family Residential: The common property lines between multi-family residential projects of medium and high density and open space areas may be fenced. When adjacent to park space or greenbelt, fences are to be painted pipe metal or wrought-iron with a standard height of six feet (6') and a standard panel length of eight feet (8'). Spacing between pickets should be a minimum of four inches (4").

Paint finish must not conflict with the color of adjacent structures and must be rust-proof. When adjacent to non-desirable open space, such as drainage easements, the fence may be a solid fence with a maximum height of eight feet (8'). The specific color and design of fences and gates must be reviewed and approved by the ARC. Rear and side lot fencing not facing a roadway may be opaque.

Walls of fenced courtyards are encouraged for townhouse or patio home projects. The walls of private courtyards which face public streets must be constructed of the same predominant materials as the building. Chain link fencing is prohibited.

## 4. Mailboxes

All mailboxes should be placed inside the building or at lighted entrances to building clusters. Mail delivery and pickup must be coordinated between the builder/developer and the U.S. Postal Service.

## 5. Flagpoles

A maximum of two (2) flagpoles per site will be allowed to display the U.S. and Texas flag only. School sites will be permitted one (1) additional flagpole to display the school flag. Submission for ARC review should include pole locations, flag and pole sizes.

The flagpoles should be one piece construction of seamless metal tubing or fiberglass and taper approximately one inch (1") to each five and one-half feet (5 ½') of length. Poles should be a single architectural color such as white, clear anodized, or dark bronze finish.

The maximum height of a flagpole shall not exceed thirty-five feet (35'); the pole should be capable of withstanding local wind velocities.

The length of the flag should be approximately one-fourth (¼) the height of the pole on which it is mounted. Building-mounted flagpoles are not permitted. Illumination of flags will be permitted for permanently mounted flags only. Flags and/or poles must be replaced when they become faded or worn.

## 6. Lighting

Site lighting fixtures must be installed and should provide a sense of safety and security throughout the area. Spill-over onto adjacent properties must be avoided and is prohibited where adjacent property is single family residential. All public street lighting will be installed by the local power company.

For parking lots, the light fixture should be a basic box shape with light cut-off, such as Kim EKG model or equal, mounted on a metal pole not to exceed thirty feet (30') in height or as determined appropriate by the ARC. The light color should be warm and consistent with surrounding light sources. Parking lots must be illuminated to a minimum of one (1.0) foot candles (11 lux). Any lighting used to illuminate off-street parking areas shall be located, shielded, and directed upon the parking area in such a manner that it does not reflect or cause glare onto adjacent properties or interfere with street traffic. See Figure 1

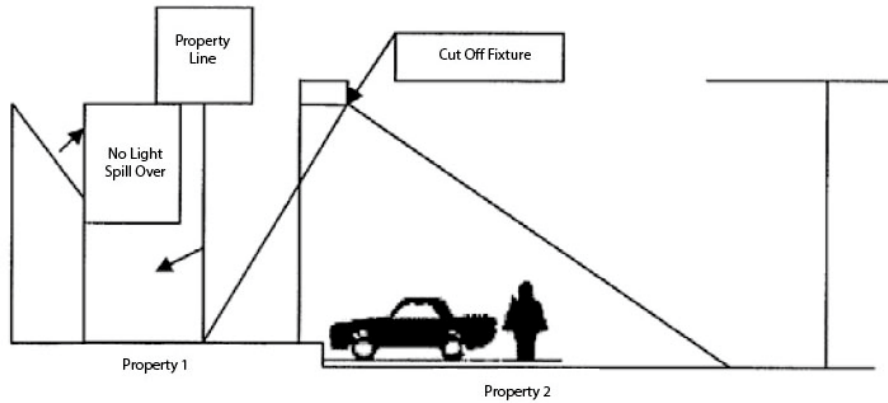


Figure 1 - Site Lighting

The light fixture luminaries for open-space and walkway fixtures should be a box or other approved design mounted on a pole not exceeding fifteen feet (15') in height. The fixture and pole color should be compatible with the building or other site lighting. Open space and walkways will be illuminated to approximately two (2.0) foot-candles (22 lux).

The use of low level lighting, landscape accent lighting and architectural lighting is encouraged. The illumination source should be a "warm light."

All light fixtures and lighting plans are subject to approval by the ARC.

7. Site Furnishings/Play Equipment

Site furnishings and site architectural elements are encouraged and must be compatible in material and color with the building. Outdoor seating and gathering areas are highly encouraged. Trees in grates and planters located in and near facilities can provide a visual amenity and incorporate seating areas. All paving and tree grates should provide safe footing for pedestrians.

Exterior playground equipment requires ARC review and approval in writing prior to construction and installation. Color samples must accompany any request for consideration. Playground equipment shall not exceed twelve feet (12') in height. Play equipment will be substantially screened from adjacent residential uses.

8. Helicopter Pads

Helicopter pads will be considered on an individual basis by the ARC and are subject to prior approval by local or federal authorities having jurisdiction.

C. Structures

1. Building Design and Character

Architectural character of buildings should be complementary to the overall image of the community. Architectural compatibility will be included in the ARC review.

Building locations should reflect consideration for roadway visibility, arcades, existing tree stands, and parking lot circulation. Buildings on corner sites should be positioned close to roadways with landscaping between the building and the adjacent street pavement. All buildings should incorporate clean, functional design. Building mass should be simple, geometric, and finished in the same materials on all sides. Building-mounted signage, or sign bands, where necessary, should be integrated into the elevation design.

The sides and backs of buildings should be architecturally consistent with the front. Side and/or back elevations which are most often viewed by the general public may require as much attention as the front elevation. Roof lines, architectural detailing, and landscaping are all features that can be utilized to accomplish this objective.

Multi-tenant buildings should be constructed with compatible materials and design characteristics in order to present the identity of an organized building cluster. There should be a compatible family of design elements in building form and materials, roof, lines, colors and landscaping.

Multi-family buildings should be residential in scale and character. Balconies and wing walls for privacy are encouraged. When used, they should be part of the design and not appear as separate elements. First floor patios must be screened by a privacy fence or wall. Carport locations and materials should complement the residential buildings. See Figure 2.

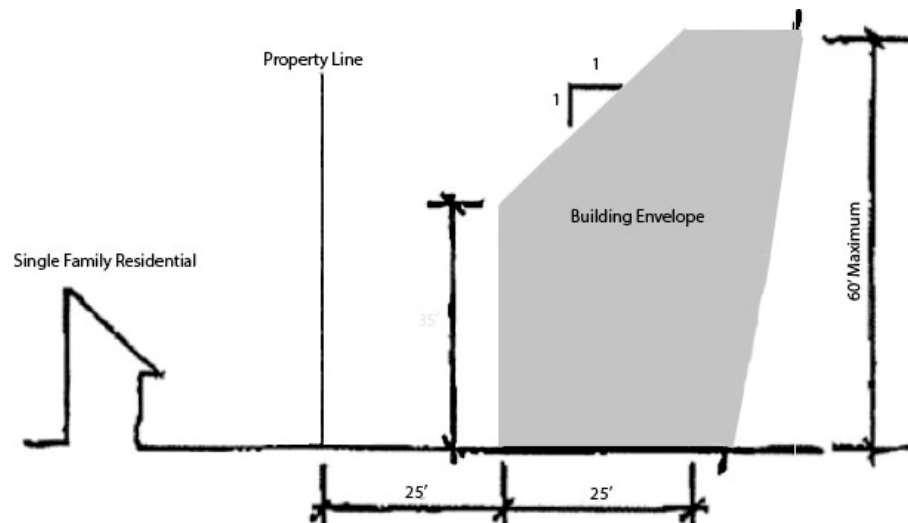


Figure 2 - Multi-Family Buildings

## 2. Energy Conservation

Energy conservation should be a factor in building design. Energy conscious design should include building siting, exterior building envelopes, energy-efficient heating, ventilating, air conditioning, water heating, illuminating systems, and other equipment for effective use of energy.

Energy conservation should consider the following:

- Number of stories.
- Exterior surface colors
- Shading or reflections from adjacent structures, surrounding surfaces or vegetation
- Opportunities for natural ventilation responding to prevalent wind direction
- Adequate thermal resistance and low air leakage

## 3. Exterior Materials and Colors

All exterior materials should complement the architectural design and the overall image of the community in which it is located. Buildings should be constructed with compatible materials, textures, colors, and forms. No more than two (2) dominant materials should be used on a building exterior.

Acceptable materials are concrete, concrete block, glass, glass block, brick, split face concrete block, stone, wood and metal materials. Current technology should be considered in construction material selections, i.e., use of energy-conserving glass. Corrugated steel or aluminum siding, industrial building systems, and plastic are some of the materials generally prohibited from use unless approved by the ARC for a site location not visible from the public street or adjacent sites.

Earth-tones with limited pastel alternatives are recommended for dominant wall colors for building materials. An accent color may be applied to trim, fascia boards, door panels, or miscellaneous metals. All colors are subject to ARC review and approval.

4. Roof Design and Materials

Roof forms and materials on all buildings within immediate proximity should be compatible with one another to create the image of an ensemble. Pedestrian arcades, canopies, and overhangs should be integrated with the roof form. Roof color should be uniform and integral to the materials. Earth-tones such as gray, green, beige, red or brown are acceptable. Acceptable materials include asphalt shingle, wood simulated composition, slate, metal, and built-up or single-ply membrane.

5. Roof Top Equipment

Roof-top penetrations and mechanical equipment must be completely screened from view from public streets and neighboring parcels by a parapet wall. The parapet wall must be compatible with building materials. Roof top equipment must be painted to blend with the color of the building or the roofing system when visible from adjacent parcels or buildings. Figure 3

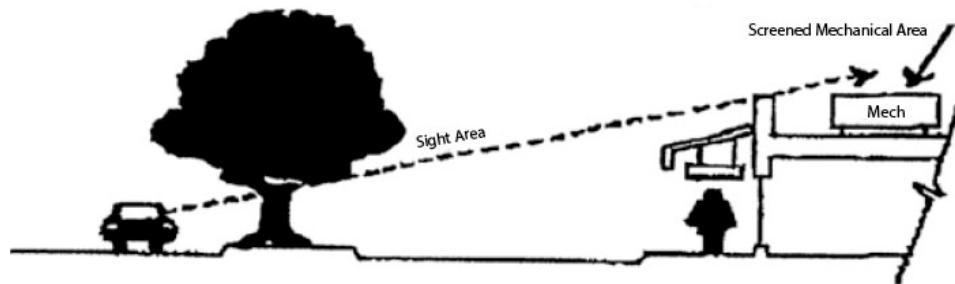


Figure 3 - Roof-top Equipment

6. Pedestrian Arcades

Pedestrian arcades and covered walkways are encouraged and should be incorporated to link adjacent buildings. Arcades and canopies create identity and provide shade.

7. Awnings

Awnings that serve a functional purpose and are compatible with the building forms are acceptable. Awnings may be installed over openings such as doorways, windows, recessed openings and archways. The use of angled or "lean-to" type awnings are preferred over other configurations. Awnings are recommended to be one solid color. Multicolor and/or striped awnings are discouraged.

Awnings may be constructed of canvas and metal. The frame must be securely attached to the building and finished in a non-corroding surface. The individual width of an awning should not exceed the width of the opening for which it is intended. The height of an awning shall be limited to not more than one-half (1/2) the height of the opening for which it is intended. Awnings must be replaced when they become faded or worn. No graphics are permitted on an awning in a multi-tenant retail center due to the inconsistent coloration that may result as awnings are replaced in a piecemeal fashion when tenants vacate their space. Logo graphics (no text) may be permitted on awnings for freestanding retail buildings at the discretion of the ARC. See Figure 4

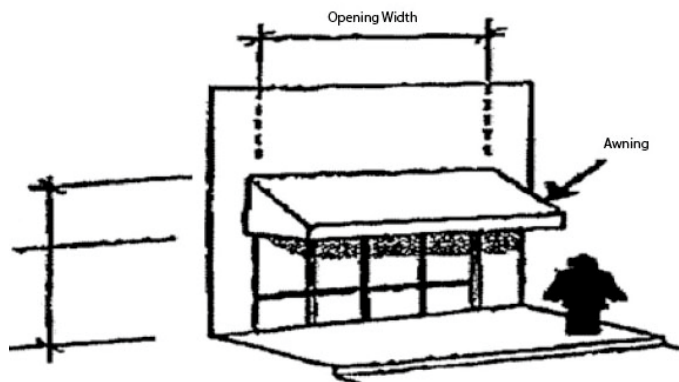


Figure 4 - Awnings

## 8. Burglar Bars

Wrought iron and/or burglar bars will be considered only if the ARC determines that they are compatible with the architectural character of the building. Burglar bars on the exterior are prohibited. When approved, burglar bars must be attached to the inside of the window frame behind the glass. Approval must be granted prior to installation.

## D. Signage

All non-residential uses must conform to the signage requirements outlined below.

In general, it is prohibited to use signage which by its location, size, shape, color, lighting, subject or sound, may be harmful to the appearance of the locality, public street, site, or view, or constitute a threat to road traffic. Specifically prohibited signs include rotating, trailer, animated, movable, oscillating, incandescent, or Day-Glo painted signs, signs which make noise, and laser lights. Also prohibited are "canned" signs constructed of a light box frame with a single panel backlit sign which includes the logo and sign copy applied to the building surface (except for national tenants of freestanding retail buildings as may be approved by the ARC). Other prohibited signs include changeable message boards (with the exception of community and or informational signs for schools, churches and institutional buildings subject to ARC approval). Banners and flags are prohibited except as permitted in these Guidelines. No sign will be permitted to extend beyond the roof line of the building(s).

All sign designs are subject to approval by the ARC. Detailed plans and specifications of any sign must be submitted for review prior to installation. All signs must be fabricated and installed in compliance with all applicable codes and ordinances.

All permitted signs will fall into one of the following categories defined in this section:

1. Special Purpose Signs
2. Ground-Mounted Monument Highway Location
3. Ground-Mounted Monument Non-Highway Location
4. Building-Mounted Signs
5. Building and Unit Address
6. Under Canopy Retail
7. Window Signs
8. Directional and Delivery Signs
9. Reserved and Visitor Parking Space Signs
10. Regulatory Signs
11. Exterior Directories
12. Construction Signs
13. Leasing/For Sale Signs
14. Promotional Signs
15. Outdoor Displays

### 1. Special Purpose Signs

Any special purpose or unique sign not covered elsewhere in this section and which may have a potential public visual impact on a site must be reviewed and approved by the ARC.

### 2. Ground-Mounted Monument Highway Location

This section provides information and restrictions governing signage for sites located on the frontage road of a limited access interstate highway or freeway such as HWY 121.

#### a. Form

Ground-mounted signs typically consist of two parts: a base and a message area.

#### b. Quantity

Each site will be allowed one (1) ground-mounted sign.

c. Dimensions

Type A:

Retail shopping centers, theaters and other use, as determined appropriate by the ARC, will be allowed a ground-mounted monument sign with a maximum height of twenty feet (20'), including a base with a minimum height of one foot six inches (1'6"), a maximum sign width of sixteen feet (16') and a maximum sign depth of two feet (2'). Where natural topography requires, the height of the sign base at one end may be increased up to five feet (5') at the discretion of the ARC. See Figure 5

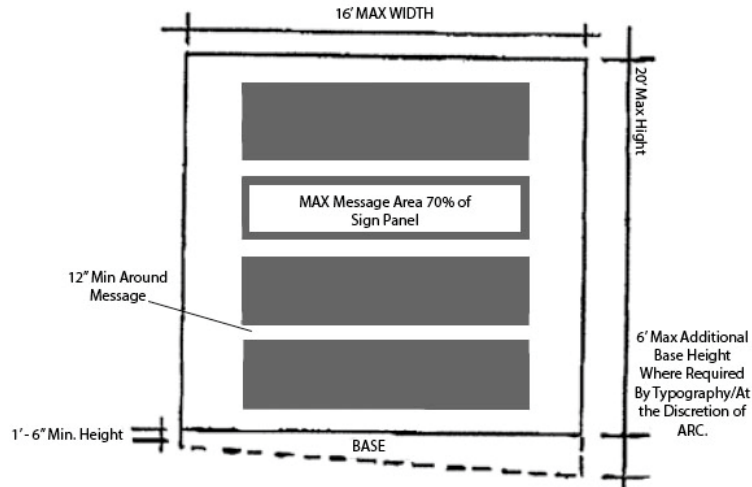


Figure 5 - Type A Ground Mounted Monument Highway Location

Type B:

Freestanding retail, restaurants, entertainment (arcades, bowling alleys, etc.), service stations, hotels, office buildings and other uses, as determined appropriate by the ARC, will be allowed a ground-mounted monument sign with a maximum height of ten feet (10'), including a base with a minimum height of six inches (6"), a maximum width of sixteen feet (16') and a maximum sign depth of two feet (2'). See Figure 6

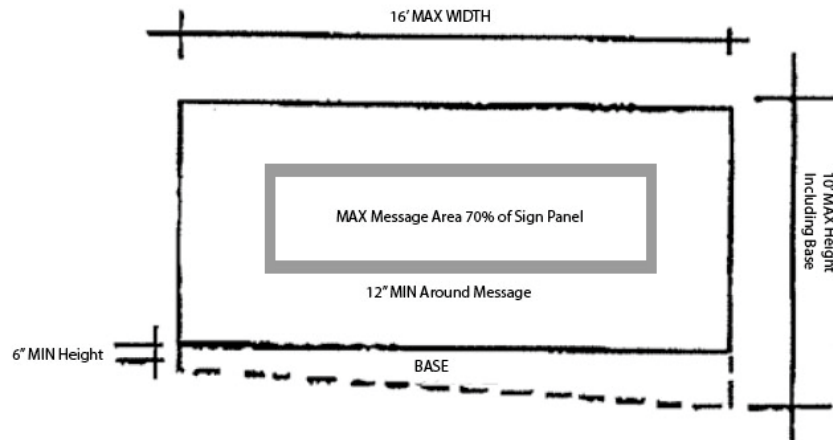


Figure 6 - Type B Ground-Mounted Monument Highway Location

Theaters will be permitted to include one (1) changeable message marquee as a part of a ground-mounted sign at a highway location.

Auto dealer pylon signs are limited to a maximum height of thirty-five (35) feet from natural grade with a maximum sign area of two hundred (200) square feet including name and logo.

d. Materials

A ground-mounted sign must be constructed of materials architecturally compatible with the exterior building finish and landscaping theme.

e. Color

For ground-mounted signs, the color of the face may vary but should relate to architectural features of the buildings the sign is identifying. The sign background should be a medium to dark range color with the message area lettering in white. A maximum of three (3) colors, including white, is permitted. The use of a national logo may be permitted subject to ARC approval.

f. Layout

Ground-mounted signs should be double faced. Each face of a sign must be identical. The letters, logo or message area may not cover more than seventy percent (70%) of the length or height of the sign face. A street address (numbers only) must be included on the sign face or base and is exempt from the seventy percent (70%) sign coverage restriction.

The building name and up to three (3) tenant names may be identified on sign type "A". For ease of visibility and tenant turnover, the name of the building or a single tenant name is permitted on sign type "B."

Advertising information such as slogans, services, hours of operation, telephone number, etc. are prohibited except for emergency public health and safety facilities such as emergency clinics, full service hospitals, police stations, etc., which may display emergency hours if applicable.

g. Illumination

Monument signs should be internally illuminated or backlit. Internally illuminated sign panels must have an opaque field with only the type and graphics translucent. For non-internally illuminated signs, ground lighting should evenly wash the entire face of the sign and these fixtures should be screened within the landscape treatment and protected from mowing and landscape maintenance equipment. Lighting fixtures should be inconspicuous and approved by the ARC prior to installation. All ballasts, wiring, transformers, starters, and other necessary equipment must be concealed and protected from mowing and landscape maintenance equipment.

h. Placement

Ground-mounted monument signs must be located perpendicular to and outside the public rights-of-way. Care should be taken to preserve sight lines for motorists at all driveway and intersection locations.

i. Landscaping

The installation and maintenance of landscape treatment around the base of a ground-mounted sign is required. Grass, ground cover, seasonal flowers, or shrubs are acceptable.

3. Ground-Mounted Monument- Non-Highway Location

a. Form

Ground-mounted signs typically consist of two parts: a base and a message area.

b. Quantity

Each site will be allowed one (1) ground-mounted sign. For sites facing two major thoroughfares, consideration will be given for a second ground-mounted sign. One additional sign, for retail centers with a minimum of 75,000 square feet of leasable area, may be provided to identify a maximum of two anchor tenants not previously identified by the ground-mounted signs. An anchor tenant is defined as a tenant with a prominent location in the center, typically 5,000-10,000

square feet or greater leasable area, and regional name recognition. In addition, single user pad site buildings will be entitled to a sign (even when the pad site is created out of an existing larger parcel) if the pad site has significant frontage (+ 200 ft.) on the adjacent major thoroughfare.

c. Dimensions

The maximum height of a ground-mounted sign is five feet (5') including a base with a minimum height of six inches (6"). The maximum sign area may not exceed thirty-six square feet (36'). The base of the ground-mounted sign should not be more than one foot (1') higher than the elevation from the top of the curb found nearest the sign location. Sign depth should not exceed two feet (2').

Exceptions:

Office buildings with more than one hundred thousand (100,000) square feet of leasable area may increase the maximum area of the ground-mounted monument sign to sixty (60) square feet.

Theaters will be permitted to include one (1) changeable message marquee as a part of a ground-mounted sign at a non-highway location or a building-mounted sign. A second changeable message marquee may be considered by the ARC when the site is located at the intersection of two major thoroughfares: Theaters which include a changeable message marquee may increase the size of the sign to one hundred and twenty (120) square feet with a maximum height of eight feet (8') including a six inch (6") base.

d. Materials

A ground-mounted sign must be constructed of materials architecturally compatible with the exterior building finish and landscaping theme. Acceptable materials are aluminum, wood, porcelain enamel, brick/split face concrete block, tile and stucco. Letters may be pin mounted, three dimensionally sculpted, or part of an opaque panel with translucent graphics.

e. Color

For ground-mounted monument signs, the color of the sign surface must be the same for all users and should relate to architectural features of the buildings the sign is identifying. It is recommended the sign background be a medium to dark range color with the message area lettering in white for visibility. All user names must be the same color. A maximum of three (3) colors, including white, is permitted. The use of a national logo may be permitted subject to ARC approval.

f. Layout

Ground-mounted monument signs should be double faced. It is recommended, but not required that each side of a sign be identical.

Only one street address (numbers only) must be included on the sign face or base. The following criteria should guide sign layout.

Intent: One single user or project identification per sign.

For Retail projects where identity for more than one user is required, a maximum of two (2) user names, with a maximum of four (4) lines of copy is permitted on the sign face. See Figure 7

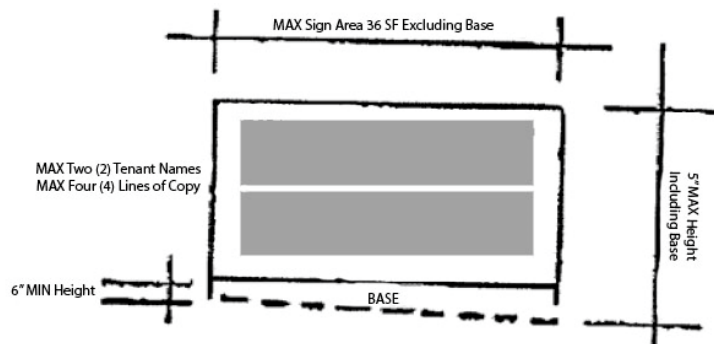


Figure 7- Retail Ground-Mounted Monument Non-Highway Location

Office building tenants are not permitted exterior identification except in the form of the ground-mounted sign, therefore, office building ground-mounted signs may include the building name and up to four (4) tenant names with a maximum of four (4) lines of copy. It is recommended for ease of visibility and for tenant turnover that a maximum of two (2) tenants be identified on this type of sign. See Figure 8

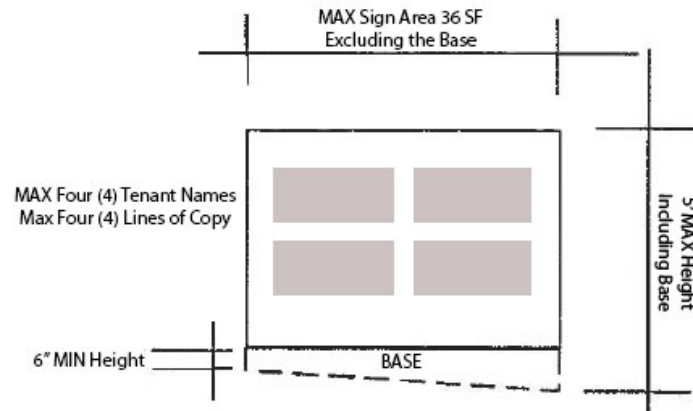


Figure 8 Office Building Ground-Mounted Monument Non-Highway Location

Service stations may include the company logo, name, and fuel price information. Absolutely no other advertising may be included on the sign. Additional copy will be considered for services - such as a car wash, auto repair, or convenience shop.

Hotels may include the name of the hotel and logo.

Schools may indicate the institution's name, address and logo. In addition, a changeable message area may be incorporated into this sign and occupy up to two-thirds (2/3) of the allowable area on each side. The changeable message area must be fully protected within a case. Letters should be white on a dark background for visibility.

Churches may include the name of the church and the name of one pastor. In addition, a changeable message area may be incorporated into this sign and occupy up to two-thirds (2/3) of the allowable area on each side. The changeable message area must be fully protected within a case. Letters should be white on a dark background for visibility.

Multi-family residential projects may include the project name and project logo.

Text: User names may be stacked or put side by side.

Color: The entire sign face must be one color. All user names must be the same color.

Letter Height: If four (4) equal lines of copy are used, maximum letter height is eight inches (8").

Clarity: The sign must be visually uncluttered. The names should be evenly spaced and centered on the sign face. There should be an uninterrupted space along all edges of the sign of approximately six inches (6"). Within one (1) line of type the same size type must be used. When two (2) users are identified on the same sign face, there should be a minimum of three to four inches (3" - 4") visual separation between the two (2) to facilitate readability.

Advertising: Advertising information such as slogans, services, hours of operation, telephone number, etc. are prohibited except for emergency public health and safety facilities such as emergency clinics, full service hospitals, police stations, etc., which may display emergency hours if applicable.

g. Illumination

Monument signs should be internally illuminated or backlighted. Internally illuminated sign panels must have an opaque field with only the type and graphics translucent. For non-internally illuminated signs, ground lighting should evenly wash the entire face of the sign. Lighting fixtures should be inconspicuous and approved by the ARC prior to installation. All

ballasts, wiring, transformers, starters, and other necessary equipment must be concealed. Lighting fixtures should be protected from mower and other landscape maintenance equipment.

h. Placement

Ground-mounted monument signs must be located perpendicular to and outside the public right-of-way. Care should be taken to preserve sight lines for motorists at all driveway and intersection locations.

i. Landscaping

The installation and maintenance of landscape treatment around the base of a ground-mounted sign is required. Grass, ground cover, seasonal flowers; or shrubs are acceptable.

4. Building-Mounted Signs

For use with retail and commercial buildings, schools, hospitals, and churches.

For multi-tenant facilities or retail centers, a comprehensive signage program must be developed for the project and submitted to the ARC for approval prior to sign fabrication. All building-mounted signs within a single project must be of the same fabrication technique. It is the responsibility of the property owner/manager to enforce the signage program.

a. Form

Building mounted signs consist of a message area in either a graphic band or band which is integrated into the facade of the building or individual fascia mounted signs extending along the facade of the building. Building mounted identification must be individual letters and logos. No "canned" signs are permitted as outlined in the introductory paragraphs of Section D of the Commercial Design Guidelines - Signage.

b. Quantity

Multi-tenant retail and commercial centers will be allowed one (1) building mounted sign for each retail tenant. For retail tenants with two (2) or more major exposures, such as at building ends facing major thoroughfares, consideration will be given for an additional sign.

Multi-family residential projects will be limited to one (1) building mounted sign identifying the leasing or sales office only.

Schools will be allowed one (1) building mounted sign to identify the name of the school.

Churches will be allowed one (1) building-mounted sign to identify the name of the church. This sign must be incorporated into the design of the building architecture i.e., a plaque or inlay.

Service Stations will be allowed two (2) canopy-mounted signs (brand name and/or logo), one (1) building-mounted sign to identify the convenience/food store, and one (1) building-mounted sign to identify a car wash. "Full Service/Self Service" signs and brand logos will be mounted on the column of the canopy or the pump top.

c. Dimensions

In general, building-mounted signs shall be in scale with the facade of the building. If a graphic band is used on a multi-tenant retail or commercial building, the band may not exceed forty-eight inches (48") in height.

d. Materials

The same fabrication methods and materials must be used for all signs within a single development. Building-mounted signs may be constructed of individual pin-mounted letters, individual fascia mounted signs, internally illuminated channel letters with opaque metal sides, or an internally illuminated opaque sign band with illuminated cut out letters and graphics.

## e. Color

Building mounted signs in a single project must be of one (1) color combination and compatible with the exterior building colors. If a graphic band is used, the background color must remain consistent. Placement of a logo-type symbol which varies from the established fascia color may be considered on a case-by-case basis for retailers with national logo identities. Logo color may vary but the color of the logo-type sign must be reasonably compatible with the established color for the project and with the color of other signs in the project. Colors will not be permitted when judged by the ARC to be in conflict with the building materials or other signs.

## f. Layout

Building mounted signs will typically have one line of copy. For most uses, the letter and logo height is restricted to a maximum of twenty-four inches (24"). If the length of an individual tenant name requires two lines of copy, each line shall be a maximum height of fifteen inches (15") with a six inch (6") space between the lines. A maximum of two (2) lines of copy shall be permitted for a total maximum height of thirty-six inches (36"). Special consideration may be given at the discretion of the ARC to lettering and logo heights of anchor retailers who occupy more than twenty-five thousand (25,000) square feet or freestanding facilities on the frontage road of a limited access highway or freeway.

Multi-family residential and churches shall limit letter height to a maximum of twelve (12) inches.

Building-mounted signs must be centered around a common horizontal band on the front of the building. No sign shall be allowed to extend beyond the roof line of the building.

## g. Illumination

Building mounted signs may be constructed of individually mounted metal letters back lit or halo lit. These signs may be externally lit with ground or building mounted fixtures provided the lighting source is discretely hidden from public view. Internally illuminated channel letters with a flat translucent Plexiglas face are also acceptable. All signs in a single development must be illuminated in the same manner.

Exposed tube graphics where the light source is neon or other gas in a tube which is bent to form letters, symbols and shapes is permitted only upon special approval of the ARC for freestanding retail locations. Tube letters should not be multiple tube widths due to the intensity of the colors created. Simple tube width letters will be considered. Tube graphics which create continuous accent strips or stripes on a building exterior are not allowed.

Multi-family residential project signs may not be internally illuminated.

## h. Placement

For building mounted signs, no sign shall be allowed below the fascia with the exception of under canopy signs in retail centers as outlined in section D-6 of the Commercial Design Guidelines. Additionally, no sign shall extend above the roof line of a building. Signs on the rear of any building will be allowed only if the building's rear faces the public street(s), and they are approved by the ARC.

Church signs should be located at the building entrance and may not be placed above the first floor level.

## 5. Building and Unit Address

Office buildings will be allowed one (1) building-mounted address consisting of the address numerals only. Numerals must be individually mounted on the building near the entry. The numerals may not be installed above the first floor of the building. Height is restricted to a maximum of twenty-four inches (24"). All numerals shall be installed in a horizontal manner and maintain a plumb relationship to the bottom line.

For multi-family projects, the building address numbers are limited to a maximum height of twelve inches (12").

## 6. Under Canopy - Retail

Shopping Center designs may provide for covered walkways, arcades, awnings, or other fascia treatments which obscure the building mounted tenants signs from pedestrian view. For this reason, individual tenant pedestrian signs are permitted.

a. Form

Plaques with identical information on two (2) sides.

b. Quantity

One (1) sign per tenant or store is permitted.

c. Dimensions

These signs must be a common size for all stores in the center and may not exceed eight (8) square feet.

d. Materials

These signs should be compatible with the architecture and related to the building identification signs.

e. Layout

These signs may display the tenant name and logo only. No descriptive or advertising copy is allowed. A standard program shall be developed for each center defining layout, color, typography, logo, and graphic devices. Individuality in these signs is permissible within the context of a sign program that has been approved by the ARC.

f. Placement

These signs are suspended from the walkway covering perpendicular to the store front or mounted on the store front in areas approved by the ARC. The bottom of the sign must be a minimum of eight feet (8') above the sidewalk.

7. Window Signs

Office Buildings:

Window graphics such as name, hours of operation, telephone number, address, advertising information, etc., are not permitted on the building exterior for individual tenants of a multi-tenant building with a common entrance.

Retail and Commercial Buildings:

When retail or commercial tenants have separate exterior entries, they shall be allowed to identify the name of the tenant, emergency telephone number, numerical street address, hours of operation and small logo on the door or immediately adjacent to the separate entry. The advertising of services of any kind is strictly prohibited. All other glass areas shall remain free of graphics.

When permanent window graphics are desired, the landlord must include window graphics criteria as a part of the comprehensive signage program submitted to the ARC for approval. Window graphics criteria must include a consistent color (white, black or gold is recommended) and a consistent location. The type style used to identify the tenant on the window should match the type style of the building-mounted sign. The maximum letter height permitted to identify the tenant name shall be limited to four inches (4"). The maximum letter height permitted for all other information is two inches (2"). Window graphics should not occupy more than ten percent (10%) of the window area in which it is displayed.

Temporary promotional window graphics should be a simple tasteful design and should not occupy more than ten percent (10%) of the window area in which it is displayed. In no case shall a temporary graphic be placed on the exterior of the window.

There may be no illuminated or large signs behind glass areas which advertise on a permanent basis. Neon "open" signs are permitted behind the front glass.

8. Directional and Delivery Signs

These signs direct and control the movement of vehicular traffic within a site. The design shall consist of a simple one (1) or two (2) post and panel system. The posts and panels must be painted galvanized steel or aluminum. The color must be compatible with the building and other site and building signage. The message must be succinct and letters must be white adhesive and

reflective material. These signs will be low profile signs which may not be taller than two feet (2') or wider than four feet (4'). Overall height of the sign from ground level shall not exceed four feet (4'). Maximum sign area is four (4') square feet.

The number of directional signs should be kept to a minimum. Sign location; color, size, and message are subject to ARC approval. These signs are not allowed in the landscape reserves adjacent to the street.

#### 9. Reserved and Visitor Parking Space Signs

Designated parking space signs, other than ADA Guideline handicap or disabled parking signs are allowed in the form of bumper stops or freestanding signs.

Retail buildings and retail centers are restricted to the use of bumper or curb stops with the message limited to the length of parking time allowed i.e. "15 minute parking." The name of a particular tenant is not allowed.

For office buildings the use of bumper stops or curbs or freestanding ground-mounted signs may be used. Bumper stops or curb stops may be painted with either "RESERVED" or "VISITOR". The name of a particular tenant is not allowed. The letters must be painted on a white background. Maximum letter height is limited to four inches (4").

Free-standing ground mounted signs may be painted with the message "VISITOR PARKING" or "RESERVED PARKING". All free-standing parking signs shall be aluminum construction attached to a single post fabricated from either round or square aluminum tubing. Maximum sign size shall be twelve inches by eighteen inches (12" x 18"). The sign shall be set in concrete.

The color of parking signs shall match the visual intent of other building and site signage and shall harmonize with the environment. The sign shall be in a medium range color with lettering in white or beige. Polyurethane (gloss) enamels shall be used throughout. No more than two (2) colors may be used, including the typography. Both the rear surface and post should be painted the sign color or black to blend the sign into the environment. No sign shall exceed four feet six inches (4'6") in total height (sign and post). It shall be set back a minimum of two feet six inches to four feet six inches (2'6" - 4'6") from the curb and centered within the applicable parking space. Typography shall be Helvetica Medium.

#### 10. Regulatory Signs

All traffic control and regulatory signs should be governmental-standard.

#### 11. Exterior Directories

Generally, tenant directories are to be located inside the building structure. However, for small professional office buildings with a common entrance under fifty thousand (50,000) square feet of gross leasable area and churches, one (1) ground-mounted exterior directory near the building entrance or adjacent to the parking lot with the message area not visible from the public right-of-way will be permitted. Design drawings and location shall be submitted for ARC review and approval before installation.

These signs shall be compatible with the architecture, landscape, and other sign elements of the building. They must be constructed of quality materials.

Approved lettering methods include silk-screen, vinyl die cut, or incised aluminum panel filled with Plexiglas. The sign must have a dark background with white type. Logos are not permitted. Maximum sign area permitted is six (6) square feet.

Office building exterior directories include the name of the building, tenant name and suite number. The name of the management company and telephone number may also be included.

#### 12. Construction Signs

The developer of each site may install one (1) temporary, free-standing sign for information pertinent to a site and its stage of development. This sign should succinctly communicate information and be devoid of visual clutter. It is recommended that the street address to be displayed prominently on this sign to guide construction traffic. When the construction entry is not within close proximity to the construction sign, a small separate temporary sign may be used to display the street address so long as the sign is of similar quality and construction.

A sign may be erected on a site after the site has been purchased. Information may be added or the sign may be exchanged for another to indicate the advent of construction or to recruit employees. Rich revision or sign replacement must conform to the

following criteria and be approved by the ARC prior to installation. A sign that is to be replaced with another must be removed before the other sign can be installed. Construction signs must be removed from the site within fifteen (15) days of occupancy or the installation of the "Leasing/For Sale" sign. The construction sign is to be designed in accordance with the guidelines provided below and approved by the ARC prior to its installation on the site.

a. Dimension

Construction signs may be a maximum of fifty (50) square feet in area for projects under eighty thousand (80,000) square feet of building area. For projects larger than eighty thousand (80,000) square feet of building area, the sign may be up to a maximum of one hundred (100) square feet. The maximum overall height for a temporary construction sign is limited to ten feet (10').

Special consideration may be given for larger signs when facing a highway. Allowable dimensions will depend upon the relative scale of surrounding features, the velocity of traffic along the highway and the distance and/ or elevation from same.

b. Layout

- A temporary construction sign may contain no more than the following information:
- Name of the Project
- Address of the Project
- Leasing Agent and Telephone Number
- Size/Use of Project
- Contractors
- Architect
- Other Consultant(s)
- Lender
- Completion or Opening Date

c. Materials

All temporary site information signs will be designed to last the length of their intended use without significant fading, peeling, blistering, warping, cracking or rotting. Signs must be constructed of wood, fiberglass, or aluminum. Signs must be boxed and all panel edges must be properly sealed for weather protection. All exposed surfaces and edges must be primed and painted. All fasteners are to be noncorrosive nails or screws. All posts should be of sufficient strength and durability to withstand local wind loads and remain stable throughout the duration of the construction period. All footings should extend four feet (4') below grade in sharp sand or compacted earth.

The ARC reserves the right, without liability, to cause removal of any sign deemed to be in violation of this provision by virtue of deterioration or damage.

d. Color

The copy on any temporary sign is recommended to be white with a dark background color such as dark grey, dark blue, etc.

e. Placement

All temporary signs shall be parallel to the street and located inside of the property line, behind any setback which affects the parcel. The location and installation of temporary signs must not harm existing trees or their roots.

### 13. Leasing/For Sale Signs

The builder/developer may install one temporary, free-standing Leasing/For Sale sign for information, pertinent to a site. The sign may be erected on a site after the site has been purchased or when construction is completed and the temporary construction sign has been removed. This sign should succinctly communicate information and be devoid of visual clutter. This sign is to be approved by the ARC prior to its installation on the site. No temporary promotional signs (including trailer signs) are allowed on the premises or adjoining public street rights-of-way.

Each revision or sign replacement must conform to the following criteria and be approved by the ARC. A sign that is to be replaced must be removed before a new sign may be installed. Leasing/For Sale signs must be removed from the site when the project is ninety percent (90%) leased. After that point, retail projects may display Leasing/For Sale information inside the window of the space available for Leasing/For Sale.

a. Dimension

Leasing/For Sale signs may be a maximum size of twenty-five (25) square feet for projects under eighty thousand (80,000) square feet of building area. For projects larger than eighty thousand (80,000) square feet of building area, the sign may be a maximum of thirty-two (32) square feet. A Leasing/For Sale sign is limited to a maximum height of four feet six inches (4'6").

Special consideration may be given for larger signs when facing a highway. Allowable dimensions will depend upon the relative scale of surrounding features, the velocity of traffic along the highway and the distance and/or elevation from same.

b. Layout

A Leasing/For Sale sign may include only the name of the leasing agent and respective logo, a telephone number, and either "For Leasing Information" or "For Sale."

c. Materials

All temporary site information signs will be designed to last the length of their intended use without significant fading, peeling, blistering, warping, cracking or rotting. Signs must be constructed of wood, fiberglass, or aluminum. Signs must be boxed and all panel edges must be properly sealed for weather protection. All exposed surfaces and edges must be primed and painted. All fasteners are to be noncorrosive nails or screws. All posts should be of sufficient strength and durability to withstand local wind loads and remain stable throughout the duration of the construction period. All footings should extend four feet (4') below grade in sharp sand or compacted earth.

The ARC reserves the right, without liability, to cause removal of any sign deemed to be in violation of this provision by virtue of deterioration or damage.

d. Color

The copy on any temporary sign is recommended to be white with a dark background color such as dark grey, dark blue, etc.

e. Placement

All temporary signs shall be parallel to the street and located inside of the property line and behind any setback which affects the parcel. The location and installation of temporary signs must not harm existing trees or their roots.

14. Promotions

a. Promotional/Special Events

Notification of all proposed promotions must be given to the ARC in writing. Receipt of ARC approval in writing is required prior to the promotion. Notification must include:

- type of promotion
- dates involved
- temporary construction(s) to be utilized during the campaigns

Promotional items may be utilized for the promotional period only. Promotional campaigns and special events may be held by a freestanding retail establishment or retail center for a maximum period of sixteen (16) consecutive days, four (4) times a year. One of those four (4) events may be increased to thirty (30) days if the promotion occurs during the Thanksgiving to Christmas sales season. Churches and/or community organizations may be permitted the use of a banner once per year for a period of sixteen (16) days duration.

Should a tenant of a retail center plan a special event, the owner/property management must advise the ARC of the event on behalf of that tenant. If only a single tenant has a promotion, this event will count as one of the four promotions for the entire retail center.

Service Station promotional graphics and merchandise displays are strongly discouraged. When they are used, however, they must be contain under the canopy area or against one designated building wall.

#### b. Banner Signs

##### Promotional:

Banners may be used during a promotion/ special event for a church once per year for a period of sixteen (16) consecutive days. Banners may also be used as temporary identification if proof is furnished to the ARC in writing that a permanent sign, which was previously approved by the ARC, has been ordered.

Banners used for temporary identification must meet dimension, lettering and layout requirements for building-mounted signs and should be securely fastened on all four (4) corners to the fascia. If the banner meets these conditions it will be permitted for a period not to exceed thirty (30) days. The banners will be permitted for identification purposes only and should display the name of the facility or an abbreviation of that name.

Banners intended for advertising purposes such as Grand Opening, Open Now sales and advertising slogans are prohibited.

##### Community Identity:

Street banners are special graphic elements that depend on good design. Banners may be displayed only in specially designated town center or community center areas upon ARC approval of an overall program. This type of banner may be displayed from street light standards or special free standing banner standards only.

#### 15. Outdoor Displays

Temporary outdoor displays of merchandise are prohibited from all retail operations with the exception of hardware stores or major anchor retailers. Outdoor display is limited to "outdoor use" items - only, i.e., lawn mowers, wheel barrows, tillers, barbecue grills, bags of mulch, etc. It is recommended that this area be defined by low fences or walls, trellis, etc. Merchandise may not cover more than half the width of the pedestrian walkway between the store front and the curb. All clearances must conform to ADA requirements.

### III. Appendix A

#### A. Landscape Installation

1. Landscape Edges: Landscape edges shall separate all grass areas from shrub, groundcover, and mulch areas. Recommended separation methods include redwood, concrete, steel, landscape timbers, or brick.
2. Accent Treatments: Accent treatments for landscaped planting beds such as shredded pine bark mulch or river rock are encouraged.

#### B. Recommended Landscape Planting List

1. Street Trees/Parking Lot Trees/Background Trees - ALL TREES SHOULD BE CONTAINER GROWN

<u>Botanical Name</u>	<u>Common Name</u>	<u>Recommended Size Min*</u>
<i>Carya illinoensis</i>	Pecan	2.5" cal. - 10' - 12' height
<i>Koelreuteria paniculata</i>	Golden Raintree	25 gal. 8' - 10' height
<i>Lagerstroemia indicia</i>	Crepe Myrtle Multi or Std.	25 gal. 8' - 10' height
<i>Magnolia grandiflora</i>	Southern Magnolia	2.5" cal. - 10' - 12' height
<i>Platanus mexicana</i>	Mexican Sycamore	2.5" cal. - 10' - 12' height
<i>Pinus caribaea</i>	Slash Pine	2.5" cal. - 10' - 12' height
<i>Pinus taeda</i>	Loblolly Pine	2.5" cal. - 10' - 12' height
<i>Quercus falcata</i>	Southern Red Oak	2.5" cal. - 10' - 12' height
<i>Quercus shumardii</i>	Shumard Oak	2.5" cal. - 10' - 12' height
<i>Quercus nigra</i>	Water Oak	2.5" cal. - 10' - 12' height
<i>Quercus phellos</i>	Willow Oak	2.5" cal. - 10' - 12' height
<i>Quercus virginiana</i>	Live Oak	2.5" cal. - 10' - 12' height
<i>Ulmus parvifolia</i> 'Sempevirens'	Drake Elm	2.5" cal. - 10' - 12' height
<i>Fraxinus pennsylvanica</i>	Green Ash	2.5" cal. - 10' - 12' height

2. Accent Trees/Group Planting/Plazas - ALL TREES SHOULD BE CONTAINER GROWN

<u>Botanical Name</u>	<u>Common Name</u>	<u>Recommended Size Min*</u>
<i>Betula nigra</i>	River Birch	25 gal. - 8' - 10' height
<i>Cercis canadensis</i>	Eastern Redbud	15 gal. - 8' - 10' height
<i>Chilopsis linearis</i>	Desert Willow	15 gal. - 8' - 10' height
<i>Crataegus marshalli</i>	Parsley Hawthorn	15 gal. - 8' - 10' height
<i>Gleditsia triacanthos</i>	Honey Locust	2" cal. - 8' - 10' height
<i>Ilex cassine</i>	Dahoon Holly	15 gal. - 6' - 8' height
<i>Ilex decidua</i>	Deciduous Holly	15 gal. - 6' - 8' height
<i>Ilex opaca</i>	American Holly	15 gal. - 6' - 8' height
<i>Ilex vomitoria</i>	Yaupon	15 gal. - 6' - 8' height
<i>Lagerstroemia indica</i>	Crepe Myrtle	25 gal. 8' - 10' height
<i>Ligustrum texanum</i>	Wax Leaf Ligustrum	15 gal. - 6' - 8' height
<i>Magnolia soulangeana</i>	Saucer Magnolia	15 gal. - 8' - 10' height
<i>Olea europaea</i>	Common Olive	15 gal. - 6' - 8' height
<i>Pinus thunbergii</i>	Black Japanese Pine	15 gal. - 8' - 10' height
<i>Platanus occidentalis</i>	Sycamore	2" cal. - 8' - 10' height
<i>Podocarpus macrophylla</i>	Yew Podocarpus	15 gal. - 4' - 6' height
<i>Prunus caroliniana</i>	Cherry Laurel	15 gal. - 6' - 8' height
<i>Pyrus kawakamii</i>	Evergreen Pear	15 gal. - 6' - 8' height
<i>Salix babylonica</i>	Weeping Willow	2.5" cal. - 8' - 10' height
<i>Taxodium distichum</i>	Bald Cypress	2.5" cal. - 8' - 10' height
<i>Ulmus crassifolia</i>	Cedar Elm	2.5" cal. - 10' - 12' height

\* Tree seedlings, five and seven gallon trees are acceptable when planted as a supplement to larger trees, although not recommended for lawn areas.

3. Shrubs - Hedges, Screen

<u>Botanical Name</u>	<u>Common Name</u>	<u>Recommended Size Min*</u>
<i>Abelia grandiflora</i>	Glossy Abelia	5 gal. - 24" height
<i>Ilex crenata</i>	Burford Holly	5 gal. - 24" height
<i>Ligustrum texanum</i>	Waxleaf Ligustrum	5 gal. - 24" height
<i>Oleander nerium</i>	Oleander	5 gal. - 24" height
<i>Myrica cerifera</i>	Wax Myrtle	7 gal. - 36" height
<i>Photinia fraseri</i>	Fraser's Photinia	5 gal. - 24" height
<i>Photinia serrulata</i>	Chinese Photinia	5 gal. - 24" height
<i>Pittosporum tobira</i>	Pittosporum	5 gal. - 24" height
<i>Viburnum Japonicum</i>	Japanese Viburnum	5 gal. - 24" height
<i>Viburnum odoratissimum</i>	Sweet Viburnum	7 gal. - 36" height

	Viburnum suspensum Xylosma senticosa	Sandankwa Suspensum Shiny Xylosma	5 gal. – 24" height 5 gal. – 24" height
4.	Shrubs - Accents, Massing		
	<u>Botanical Name</u>	<u>Common Name</u>	<u>Recommended Size Min*</u>
	Cleyera japonica	Japanese Cleyera	5 gal. – 24" height
	Cortaderia selloana	Pampas Grass	5 gal. – 24" height
	Cycas revoluta	Sago Cycad	15 gal. – 48" height
	Fatsia japonica	Fatsia	3 gal. – 18" height
	Ilex cornuta 'Burford'	Dwarf Burford Holly	3 gal. – 18" height
	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	3 gal. – 18" height
	Jasminum mesnyi	Primrose Jasmine	3 gal. – 15" height
	Jasminum humile	Italian Jasmine	3 gal. – 15" height
	Lagerstroemia ssp.	Dwarf/Petite Crepe Myrtle	3 gal. – 15" height
	Leucophyllum frutescens	Texas Sage	3 gal. – 18" height
	Michelia figo	Banana Shrub	7 gal. – 30" height
	Nandina domestica 'Compacta'	Dwarf Heavenly Bamboo	3 gal. – 18" height
	Pittosporum tobira 'Wheeler's'	Wheeler's Dwarf Pittosporum	3 gal. – 18" height
	Pyracantha coccinea	Scarlet Firethorn	5 gal. – 36" height
	Raphiolepis indica 'Snow White'	Snow White Indian Hawthorn	3 gal. – 18" height
5.	Ground Covers - Plazas/Buildings		
	<u>Botanical Name</u>	<u>Common Name</u>	<u>Recommended Size Min*</u>
	Ajuga reptans	Ajuga	1 gal. – 6" height
	Aspidistra elatior	Cast Iron Plant	1 gal. – 12" height
	Asparagus densiflorus	Asparagus Fern	1 gal. – 12" height
	Cyrtomium falcatum	Holly Fern	1 gal. – 12" height
	Dianella tasmanica	Flax Lily	1 gal. – 12" height
	Hedera helix	English Ivy	1 gal. – 6" height
	Hesperaloe parviflora	Red Yucca	1 gal. – 12" height
	Liriope muscari	Big Blue Liriope	1 gal. – 8" height
	Liriope gigantea	Giant Liriope	1 gal. – 12" height
	Ophiopogon japonica	Mondo Grass	1 gal. – 6" height
	Trachelospermum asiaticum	Asian Jasmine	1 gal. – 6" height
6.	Ground Covers - Parking Lots		
	<u>Botanical Name</u>	<u>Common Name</u>	<u>Recommended Size Min*</u>
	Hedera helix	English Ivy	1 gal. – 6" height
	Liriope mMuscari	Big Blue Liriope	1 gal. – 8" height
	Liriope gigantea	Giant Liriope	1 gal. – 12" height
	Trachelospermum asiaticum	Asian Jasmine	1 gal. – 6" height
7.	Vines - Buildings, Walls, Fences		
	<u>Botanical Name</u>	<u>Common Name</u>	<u>Recommended Size Min*</u>
	Ficus pumila	Fig Ivy	1 gal. – Full
	Gelscemium sempervivens	Carolina Jessamine	1 gal. – Full
	Lonicera sempervirens	Coral Honeysuckle	1 gal. – Full
	Wisteria megasperma	Evergreen Wisteria	1 gal. – Full
	Wisteria sinensis	Chinese Wisteria	1 gal. – Full
8.	Perennials - Plazas, Buildings		
	<u>Botanical Name</u>	<u>Common Name</u>	<u>Recommended Size Min*</u>
	Hemerocallis ssp.	Daylily	1 gal. – 6" height
	Moraea iridioides	Butterfly Iris	1 gal. – 6" height
	Iris ssp.	Louisiana Iris	1 gal. – 6" height
	Lantana camara	Lantana	1 gal. – 12" height
9.	Grasses		
	<u>Botanical Name</u>	<u>Common Name</u>	<u>Recommended Size Min*</u>
	Stenotaphrum secundatum	St. Augustine	3" plugs to solid sod
	Cynodon dactylon	Common Bermuda Grass	Seed/Hydro-mulch
	Buchloe dactyloides	Hybrid #609 Buffalo Grass	

\* 1 - Caliper: Caliper (trunk diameter) of all trees shall be measured at a point on the trunk six (6) inches above ground level up to four (4) inch caliper. Sizes four (4) inch caliper and larger, the measurement shall be at a point on the trunk 12 inches above finish grade.

\* 2 - Container size shall conform to Grades and Standards Manual of the Texas Association of Nurserymen, where applicable.

## *IV. Appendix B*

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### A. Definitions

Major Highway - A limited access street or highway, especially designed for through traffic, to which motorists and abutting property owners have only a restricted right of access.

Minor Highway - A street or highway, especially designed for local traffic, to which motorists and abutting property owners have unlimited right of access.

Major Thoroughfare/Artery - A public street designed for fast, heavy traffic and intended to serve as a traffic artery of considerable length and continuity throughout the community and so designated on the latest edition of the Major Thoroughfare Plan. .

Collector Street - A street which is not a designated major thoroughfare but provides access and circulation between major thoroughfares and local access and interior streets.

Local Street - Any public street not designated as a major thoroughfare, freeway or highway.

EXHIBIT "B"

# CASTLE HILLS

## GENERAL DEVELOPMENT ORDINANCE



(PER APRIL 1, 1996 AGREEMENT)

ORDINANCE NO. 1868-1-94

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, REPEALING SECTION 6, LAND DEVELOPMENT REGULATIONS OF THE LEWISVILLE CITY CODE; PROVIDING A NEW GENERAL DEVELOPMENT ORDINANCE, PROVIDING GENERAL PROVISIONS; PROVIDING DEFINITIONS; PROVIDING DEVELOPMENT PROCEDURES; PROVIDING FOR PUBLIC IMPROVEMENTS; PROVIDING FOR EROSION CONTROL; PROVIDING OFF STREET PARKING AND LOADING REQUIREMENTS; PROVIDING FOR SCREENING DEVICES; PROVIDING LANDSCAPING REQUIREMENTS; PROVIDING FOR FEES; PROVIDING A REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY; AND DECLARING AN EMERGENCY.

Whereas, the City Council of the City of Lewisville has determined that for the health, welfare and safety of its citizens, certain changes to Section 6, Land Development Regulations, of the Code of Ordinances of the City of Lewisville, Texas are necessary;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS:

SECTION I.  
ADOPTION OF GENERAL DEVELOPMENT ORDINANCE

Section 6, Land Development Regulations, of the Code of Ordinances, of the City of Lewisville is hereby amended by repealing and deleting its current language in its entirety and in its place inserting the attached language beginning with the table of contents and ending with appendices, and containing nine major topics, and entitled the General Development Ordinance.

SECTION II.  
PENALTY

Any person, firm or corporation who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof in the Municipal Court, shall be subject to a fine of not more than \$2,000.00 for each offense, and each and every day such offense is continued shall constitute a new and separate offense.

SECTION III.  
REPEALER

Every ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION IV.  
SEVERABILITY

If any section, sentence, clause, or phrase of this Ordinance shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining sections, sentences, clauses, or phrases of this Ordinance, but they shall remain in effect.

SECTION V.  
EFFECTIVE DATE

This Ordinance shall take effect and be in full force and effect from and after the date of its passage and publication as required by law.

SECTION VI.  
EMERGENCY

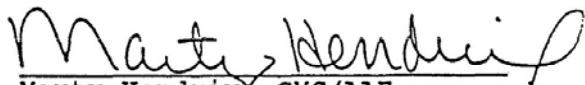
It being for the public welfare that this Ordinance be passed creates an emergency and public necessity and the rule requiring this Ordinance be read on three separate occasions be, and the same is hereby, waived and this Ordinance shall be in full force and effect from and after its passage and approval and publication, as the law in such cases provides.

PASSED AND APPROVED by a vote of 4 to 1 on this 3<sup>rd</sup> day of January, 1994.



BOBBIE MITCHELL, MAYOR  
CITY OF LEWISVILLE, TEXAS

ATTEST:



Marty Hendrix, CMC/AAE  
City Secretary

APPROVED AS TO FORM:



Ronald J. Neiman  
City Attorney

# GENERAL DEVELOPMENT ORDINANCE

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## I. DEFINITIONS

**Building.** A structure (anything constructed or erected), designed to be used as a place of occupancy, storage, or shelter.

**Building Lot.** A single tract of land located within a single block which, (at time of filing for a building permit) is designed by its owner or developer as a tract to be used, developed, or built upon as a unit, under single ownership or control. It shall front upon a street or approved place. Therefore, a "building lot" may not coincide with a lot of record. A building lot may be subsequently subdivided into two or more building lots, and a number of building lots may be cumulated into one building lot, subject to the provisions of this ordinance.

**City.** The City of Lewisville, Texas, and all its governing and operating bodies.

**City Staff.** All City employees designated by the City and by properly constituted authority to recommend and enforce the regulations contained in this ordinance.

**Clear Vision Area.** A part of a lot (generally corner lot) which may not be utilized for plantings, walls, fences, parking, vending machines, or other obstructions which would cause danger, as determined by the City, to traffic by obstructing the view.

**Commercial Development.** Any non-single family residential development requiring an engineering site plan in accordance with the General Development Ordinance.

**Control of Access Line.** Lines along sections of the street and alley rights-of-way which delineate areas where no driveway access will be permitted, these lines shall be shown within the limits which the city determines to be potentially unsafe for driveway access.

**Corner Clip.** A triangular area of additional right-of-way at street and alley intersections.

**Council.** The City Council of the City of Lewisville, Texas.

**Easement.** The right granted for the purpose of limited public use across, over, or under private land.

**Engineer.** The City Engineer of the City of Lewisville, or any Texas registered civil engineer.

**Final Plat.** A plat of a subdivision which has been approved in accordance with the requirements of this ordinance, and a copy of which has been filed for record with the county clerk of Denton County, Texas.

**Fire Lane.** A fire apparatus access road that is a minimum of 20 feet in width and constructed of either asphalt or reinforced concrete, sufficiently designed to support the imposed loads of fire apparatus, and provides a surface capable of being striped in accordance with current City specifications. Fire apparatus access roads will be required and maintained in accordance with the Uniform Fire Code.

**Lot of Record.** A lot which is created by an approved subdivision, the plat of which has been duly recorded in the office of the appropriate county clerk.

**Master Plan.** The various plans for the City and its adjoining areas, as adopted by the Council, and as it may subsequently be amended, and which indicates the existing and recommended general locations of various land uses, streets, parks, and other public and private developments and improvements.

**Ordinances, Standards, and Codes.** The official maps, master plans, ordinances, and specifications of the City of Lewisville.

**Planning & Zoning Commission.** The planning and zoning commission of the City of Lewisville, Texas.

**Plat.** A complete and exact plan, map, or drawing, on which a subdivider's plan of a subdivision is presented and is submitted for approval, and a copy of which has been or will be filed in the office of the appropriate county clerk.

**Preliminary Plat.** A preliminary plan or drawing that represents a subdivider's plan of the subdivision, showing all boundaries and location of individual properties and streets. Preliminary plats must be approved by either the Planning and Zoning Commission or City Council, as applicable.

**Replat.** The subdivision of any part or all of any block or blocks of a previously platted subdivision, addition or lot.

**Screening Device.** A solid, opaque screening wall made of brick, stone or decorative concrete block to be erected at designated areas in accordance with the screening section of this ordinance.

**Set Back Line.** A line which a building must be set back from the property line, the street right-of-way line or easement line.

**Site Improvements.** All necessary site related improvements required by this ordinance.

**Off Site Public Improvements.** All public improvements constructed on public property.

**On Site Public Improvements.** All public improvements constructed on private property in public easements.

**Public Improvements.** All infrastructures necessary for development as required by this ordinance which include surface improvements (curbs, gutters, driveway approaches, sidewalks, paved streets, alleys, bridges, culverts, street lights, and etc.) and utilities (water and sewer lines, storm drains, fire hydrants, and etc).

**Semi-Public Improvements.** All improvements required by this ordinance installed on private property, other than easements, and privately maintained. (e.g. fire lanes, fire lines, on site private fire hydrants, screening devices, on site drainage, meters, and backflow devices).

**Site Plan.** The development plan for one or more lots upon which is shown all information required by this ordinance. There are specific requirements for Engineering Site Plans and for Architectural Site Plans.

**Street.** A way for vehicular traffic, whether designated as street, highway, thoroughfare, parkway, road, boulevard, or however otherwise designated.

**Alleys.** Minor ways which are used primarily for vehicular service access to back or the side of properties otherwise abutting on a street.

**Alleys, Interior.** Internal alleys within a subdivision not parallel to a City street.

**Alleys, Perimeter.** Alleys adjacent to and parallel to a City street requiring a screening wall between the rights-of-ways.

**Arterial Streets.** Major streets in the City's street system that serves as an avenue for the circulation of traffic onto, out, or around the City and carry high volume of traffic, designated on the thoroughfare plan as P6D, P4D.

**Collector Streets.** Streets whose principal function is to carry traffic between residential streets and the arterial streets, but that may also provide direct access to abutting properties, including the principal entrance streets of a residential development, designated on the thoroughfare plan as C2U, and C4U.

**Controlled Access Streets.** Streets which are parallel to and adjacent to arterial streets and highways and which provide access to abutting properties and protection from through traffic.

**Cul-De-Sacs.** Short minor streets having only one vehicular access to another street and terminated by a vehicular turn-around.

**Dead End Streets.** Streets other than a cul-de-sac with only one outlet.

**Residential Streets.** Streets which are intended primarily to serve traffic within a neighborhood or limited residential district, and which is used for access to abutting properties.

**Subdivision.** The division of a parcel of land into two or more lots, or building sites for purpose of sale or building development (whether immediate or future) including one lot subdivision and all divisions of land involving dedication of streets, alleys, and easements, or change in existing streets. The term also includes re-subdivision, and the term subdivider or developer are synonymous and interchangeable, and include any person, partnership, association, firm, trustee, or agent who participate in subdivision of land within the intent, scope, and purview of this ordinance. Divisions of land for agricultural purposes in parcels of five (5) acres or more shall not be included within this definition, unless any such division of five (5) acres or more include the planning or development of a new street or access easement.

**Tract.** An unplatted parcel of land whose boundaries have been established by a recorded deed and which is recognized as a separate parcel for purpose of transfer of title.

**Truck Lay.** The route Fire Department apparatus travels from a fire hydrant to all points of a structure or combustible storage area. Actual distance is measured along a paved street and/or fire lane as the apparatus would travel.

**Utility Company.** Companies, corporations and other entities who undertake transmission and distribution of electricity, telecommunications, radio or television communications.

**Utility Lines.** Poles, structures, wire, aerial cables and related facilities used in transmission and distribution of electricity, telecommunications, radio or television communications.

**Utility Lines, Existing.** Poles, wires, aerial cables and other related facilities that are in place and in operation at the time of the effective date of this Ordinance.

**Utility Lines, New.** Poles, wires, aerial cables and other related facilities that are not in place and in operation at the time of the effective date of this Ordinance.

**Utility Lines, 60KV.** An electric line used for electrical distribution having a voltage rating of 60,000 volts.

**Variance.** A grant of permission by the Council that authorizes a specific suspension or waiver of the rules and regulations in this ordinance.

## II. GENERAL PROVISIONS

1. **PURPOSE.** The purpose of this ordinance is to provide for the orderly, safe and healthful development within the City of Lewisville, Texas, and to promote the health, safety and general welfare of the community.
2. **AUTHORITY.** This ordinance is adopted under the authority of the Constitution and laws of the State of Texas, and the City Charter of the City of Lewisville, Texas.
3. **JURISDICTION.** Provisions of this ordinance shall apply to the City Limits of the City of Lewisville, Texas, and any applicable Extraterritorial Jurisdiction of the City of Lewisville, Texas.
4. **EXTRA-TERRITORIAL JURISDICTION.** The General Development Ordinance of the City of Lewisville, Texas, as it now exists or may hereafter be amended, is hereby extended to all areas lying within the Extra-Territorial Jurisdiction of the City of Lewisville, and the rules and regulations within this ordinance governing plats and subdivision of land shall be applicable to such area within the Extra Territorial Jurisdiction from and after the date of final passage of this ordinance. No person shall subdivide or plat any tract of land within the Extra-Territorial Jurisdiction of the City of Lewisville, except in conformity with the provisions of the General Development Ordinance.
5. **SPECIAL DISTRICTS.** Special districts, such as utility districts, road districts, etc., will be allowed only after approval of the City of Lewisville.
6. **SUBMITTAL PROCEDURE.** The submittal of plats, either preliminary or final, engineering site plans, and building permit applications shall be directed to the Department of Community Development, Central Permitting section, of the City of Lewisville. Such submittals will be processed in accordance with procedures as outlined within this General Development Ordinance and policies adopted in conjunction therewith. .
7. **TITLE OPINION.** To provide evidence that the owner has adequate title and authority to convey dedication, a Title Opinion must be submitted for all plats or actions which include dedication of land or easements to the City. Said Title Opinion must be deemed to be satisfactory by the City Attorney of the City of Lewisville and will be at the sole expense of the owner. In the event there is one or more lien holder(s), written approval by the lien holder(s) must be provided to show agreement of the plat or dedication. Dedication along state routes shall be by warranty deed.
8. **TAX CERTIFICATE.** A Tax Certificate issued by the City of Lewisville must be submitted as required with all Plats, Engineering Site Plans, requests for permits for construction of public or semi-public improvements, or requests for permits for construction of private buildings. All taxes due to the City of Lewisville must be current at the time of approval of plats or site plans and at the time of issuance of said construction permits.
9. **DESIGN STANDARDS.** Standards for design of public improvements and of private improvements which directly interface with public improvements shall be as outlined in the City of Lewisville Standard Specifications and Standard Specifications For Public Works Construction of the North Central Texas Council of Governments as adopted by the City of Lewisville, except as otherwise noted.
10. **WHEN A PLAT IS REQUIRED.** In accordance with the Local Government Code, Section 212.004, the owner of a tract of land, located within the limits or in the extra-territorial jurisdiction of a municipality, who divides the tract in two or more parts for the purpose of sale, or to layout a subdivision or building lots or any lots, or streets, alleys, parks or other portions intended for public use or the use of purchasers or owners of lots, shall cause a final plat to be made in accordance with this ordinance and with the Local Government Code.

Every structure hereafter erected or altered shall be located on a lot of record as identified on a final plat for the property.

For all unplatted tracts, a master development plan, called a preliminary plat in this ordinance, may be required prior to preparation of any final plat. For the purpose of subdividing a large tract which includes an extensive amount of public improvements, a preliminary plat shall be submitted identifying lots, blocks and phases to be final platted in time, as development occurs, and on the condition that all building lots and phases can stand alone in terms of public and semi-public improvements.

In further subdividing a final platted lot, the lot of record must be replatted in its entirety. In addition, all replats of commercially zoned land and all replats of single and two family residential zoned land of more than six lots must be considered in a public hearing in accordance with the Local Government Code.

No plat or replat shall create a non-conforming use for parking, signs or other such City regulations. If a lot or tract with existing structure(s) is being subdivided, an engineering site plan may be required to insure that the subdivision of property is not creating a non-conforming use according to this ordinance and other city regulations.

11. **VARIANCES AND EXCEPTIONS.** Where the City Council finds that hardship or practical difficulties may result from strict compliance with these regulations and/or the purpose of these regulations may be served to a greater extent by an alternative proposal, it may approve exceptions to these subdivision regulations so that substantial justice may be done and the public interest secured, provided that such exception shall not have the effect of nullifying the intent and purpose of these regulations. In approving exceptions, the City Council may require such conditions and stipulations that will, in its judgment, secure substantially the objectives of the standards or requirements of these regulations.

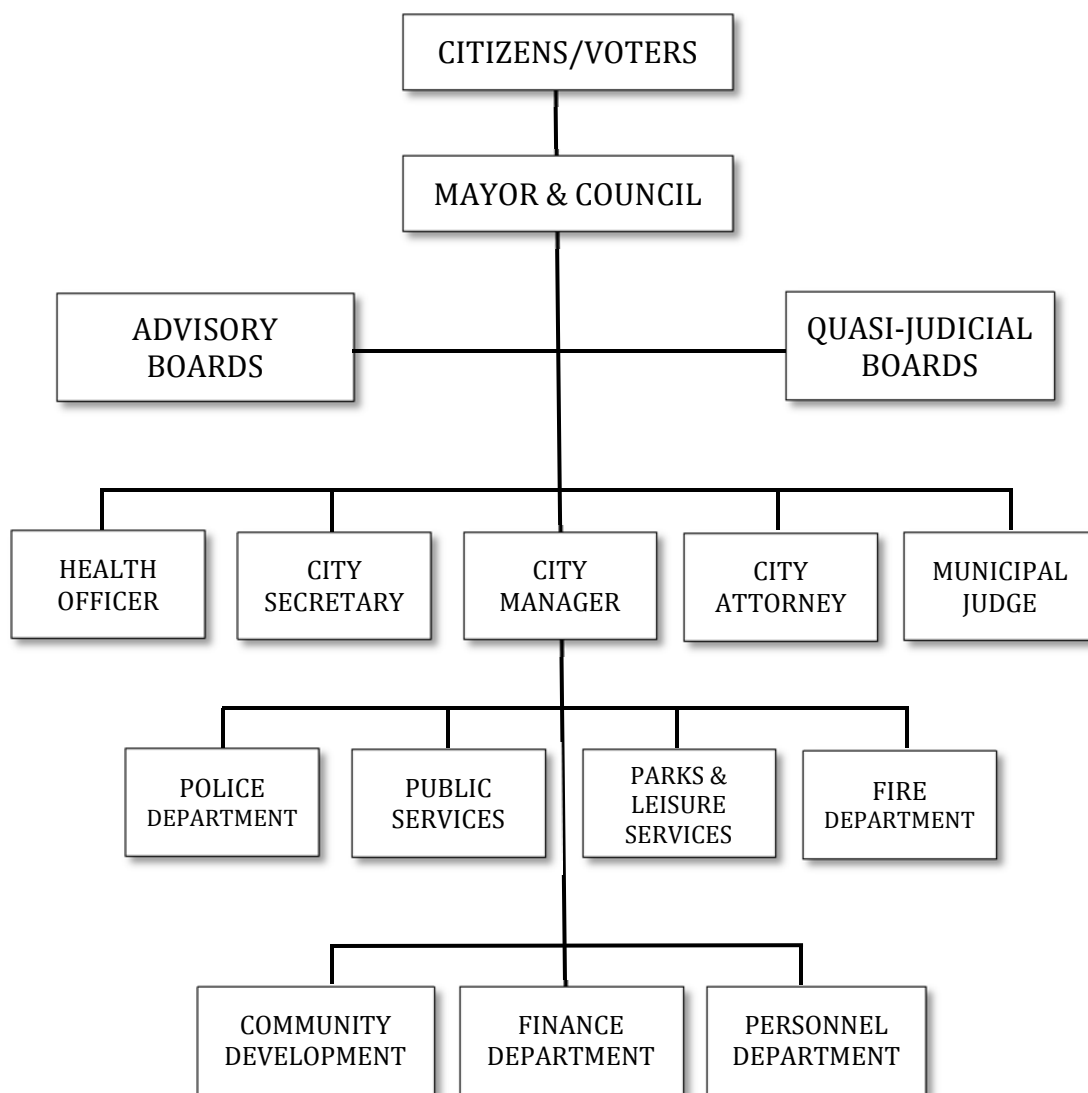
A petition for any such exception shall be submitted in writing by the owner/agent, two weeks prior to any council meeting, to the Community Development Department. The request shall state fully the grounds for the application and all facts relied upon by the applicant. All supporting exhibits and documents must be included with the application.

Variations requested on the face of a plat or engineering site plan, will be automatically scheduled on the appropriate board after staff's review. Variations requested on engineering site plans will be placed on the City Council agenda and variations on preliminary and final plats will go before the Planning and Zoning Commission first with a recommendation to the City Council.

An administrative fee for processing variance requests is applicable for all requests.

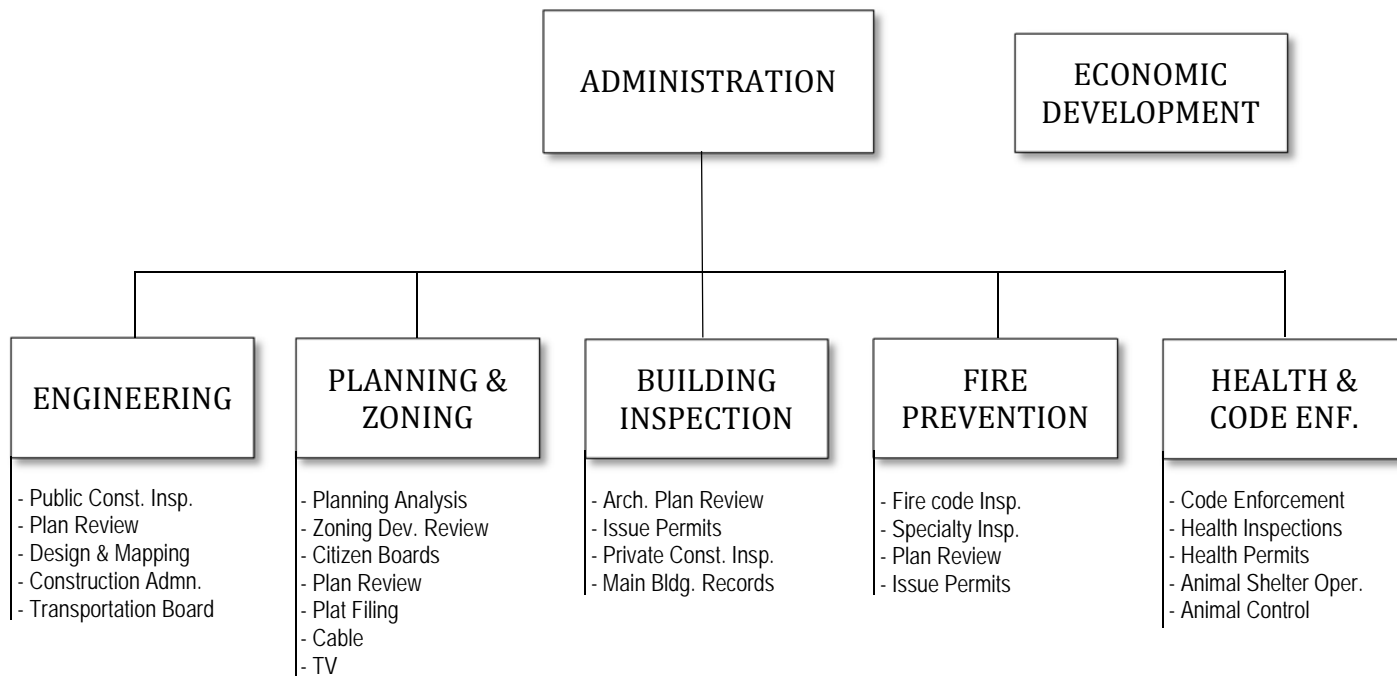
# CITY OF LEWISVILLE, TEXAS

## ORGANIZATIONAL CHART



# COMMUNITY DEVELOPMENT

## ORGANIZATIONAL CHART



### III. PLAN SUBMITTAL AND APPROVAL PROCEDURES

#### 1. GENERAL PROVISIONS

The City of Lewisville has established a central location for submitting plans for development and construction once property is properly zoned. All plats, site plans and plans for building construction shall be submitted directly to the Building Inspection Division of the Community Development Department. Persons wishing to discuss specific questions in the development process should contact the appropriate division, but all formal submittals should be made to this "one stop" location to provide a coordinated review. Copies of the City of Lewisville's development and construction regulations are available at the Building Inspection Division.

Prior to the filing of a preliminary plat, final plat or engineering site plan, the developer/owner shall consult with the appropriate City staff review committee concerning the proposal. Staff will assist in determining whether the proposed development is generally consistent with City of Lewisville standards, plans and policies.

The City review staff will be available on a regular weekly basis for a joint meeting with any person wishing to discuss projects in review or proposed for submittal. The project engineer is encouraged to attend the review meeting in order to directly receive pertinent information regarding the proposed project. This meeting will not provide a full review of any particular project, but will provide the opportunity for a developer or engineer to schedule a regular meeting to assist in expediting the City review process. Persons wishing to schedule a time for the regular review meeting should contact the Community Development Department.

Twelve (12) copies of preliminary plats, final plats and engineering site plans shall be included with all formal submittals. Plats and engineering site plans will be reviewed by applicable Community Development divisions as well as Public Services Department. The Parks and Leisure Services Department will review plats and site plans involving residential development and right-of-way landscaping and irrigation. Copies of the submittals are also furnished to the electric, telephone, gas, cable, and solid waste disposal utility companies for review and comment. The initial review period will be a maximum of fifteen (15) working days, with subsequent re-submittal reviews to be a maximum of ten (10) working days. On larger sets of plans staff may require additional time for review. The Building Inspection Division will coordinate all submittals and returns of marked-up copies, including payment of review fees, as well as acceptance of tax certificates, file copies and other required materials.

All preliminary plats, final plats and engineering site plans submitted for review will be on the city's active list for a period of six months from the date of each submittal. If a project is suspended or abandoned for more than six months, it will be placed on the inactive list. In order to activate a project after it has been placed on the inactive list, payment of one-half of the original review fee is required. Should inactivity exceed one year, the project will be considered abandoned and will be removed from the files. Substantial developer-initiated changes in the project from one submittal to the next that need additional review, will require payment of one-half of the original review fee. Should city development requirements change while a project is on the inactive list, the new submittal shall comply with all current regulations.

#### 2. REQUIREMENTS FOR SUBMITTAL OF FINAL FILE COPIES

Following completion of the review process, plats and replats must be submitted to the Planning and Zoning Commission for final approval. In the event a variance is requested, all preliminary and final plats must have final approval by the City Council after a recommendation by the Planning and Zoning Commission. Engineering site plan approval can be granted by City staff if the site plan conforms with all applicable requirements of the City. If a variance is requested, the engineering site plan shall be forwarded directly to the City Council upon completion of staff review.

- (a) **Preliminary Plats.** Following the completion of the review process and one week prior to the scheduled Planning and Zoning Commission meeting, the applicant must submit final file copies. This will include one (1) mylar and two (2) prints of 22" x 34" sheet size and one (1) 11" x 17" sheet size reduction for the Planning and Zoning Commission and City Council packets.
- (b) **Final Plats.** Following the completion of review process and one week prior to the scheduled Planning and Zoning commission meeting, the applicant must submit final file copies, all originally signed, sealed and notarized, to include one (1) mylar and three (3) prints of 22" x 34" sheet size, one (1) mylar and three (3) prints of 18" x 24" sheet size and one (1) 11" x 17" sheet size reduction for the Planning and Zoning Commission and City Council packets.
- (c) **Engineering Site Plans.** Following completion of the review process, the applicant must submit one (1) original 22" x 34" sheet size mylar, sealed by a Texas registered civil engineer, to be signed by staff members and utility companies. After all signatures are collected, twelve (12) copies must be submitted. If variances are requested, an 11" x 17" reduction must be submitted two (2) weeks in advance of any council meeting for the City Council packet.

- (d) **Denton County Filing Fees.** For all documents to be filed at the Denton County Clerk's Office, including all plats, deeds, easements, abandonments, corrections, etc., a separate check in the exact amount of the fee must be made directly to the Denton County Clerk and be submitted with the document(s) to be filed.

### 3. **PARK AND OTHER PUBLIC USE DEDICATION REQUIREMENT**

Park dedication for residential development shall be in accordance with the City of Lewisville Park Dedication Ordinance. All rights-of-way and land proposed for public use dedication associated with a current or future development shall be dedicated with a final plat. Requirement of fees in lieu of land for park dedication purposes shall be met prior to the approval of the final plat for the project. Land for park dedication purposes may be deeded to the city in advance, but will have to be included on the plat as development occurs. Rights-of-way acquisition for public improvement projects will not be affected by this requirement.

### 4. **WHEN AN ENGINEERING SITE PLAN IS REQUIRED**

Engineering site plan approval is required for all non-single-family construction involving new buildings. Engineering site plans must also be submitted for approval when any of the following apply to the site:

- (1) Change in the footprint or square footage of any structure.
- (2) Any change requiring additional parking and/or fire protection to the site.
- (3) Change in the fire lane configuration or location.
- (4) Addition, deletion, alteration or relocation of an existing driveway.
- (5) Change in grading or drainage.
- (6) Addition of new water or sanitary sewer services to the site.

Existing legal non-conforming structures may maintain a legal non-conforming status unless one of the items listed above is triggered or unless the use or operation of the structure or property ceases or becomes vacant for a period of twelve (12) months or more, in which case, the start up of any use of the structure or property will require compliance with all applicable provisions of this ordinance, including platting and submission of an engineering site plan.

Engineering site plans for any non-single-family residential development for new construction or for alteration(s) to a site must be reviewed by all applicable departments. Any minor changes on the site which would otherwise trigger an engineering site plan will require submission of a copy of the approved engineering site plan, prepared in accordance with this chapter, with the proposed change(s) drawn in. More significant changes may require full submission of a new engineering site plan in accordance with this ordinance. Engineering site plans are not required for single-family residential building permits.

### 5. **ACCELERATED REVIEW FOR ENGINEERING SITE PLANS**

An accelerated review may be utilized for the review process in limited situations. Engineering site plans submitted in accordance with this section will be reviewed within seven (7) working days; each subsequent submittal will be reviewed within five (5) working days. The following is a list of minimum requirements for invoking the special review process.

- (1) The property must be platted as one platted lot or building lot.
- (2) No City Council action is required.
- (3) No public improvements other than driveways and sidewalks are required.
- (4) No right-of-way or easement dedication is required.

### 6. **REQUIREMENTS FOR PHASING A DEVELOPMENT**

Development may be phased on a plat or engineering site plan by establishing phase lines and/or lot lines. Each phase shall be capable of standing alone, as development occurs and not depend on future construction to meet city standards or requirements. All required public, semi-public and private improvements, as defined by this ordinance, shall be designed and constructed with each phase in conformance with all applicable city standards.

## 7. PROCEDURES FOR ISSUANCE OF BUILDING PERMIT

No building permit will be issued for any residential or commercial building in the city until all public improvements associated with the subdivision are completed and accepted by the city. These public improvements constitute the basic infrastructure required to serve the subdivision and include construction of streets, drainage, water and sanitary sewer facilities as outlined in Section IV (2) (Improvements on Undeveloped Land). Simultaneous construction of public and private improvements will require city council action.

Commercial buildings have to follow additional requirements prior to obtaining a building permit. These requirements include submitting an engineering site plan for staff approval, construction and acceptance of all required public and semi-public improvements (fire lanes, fire lines, fire hydrants and other appurtenances, sidewalks, driveway approaches, right turn lanes, drainage facilities, water and sewer service connections, etc.) as shown on the approved engineering site plan.

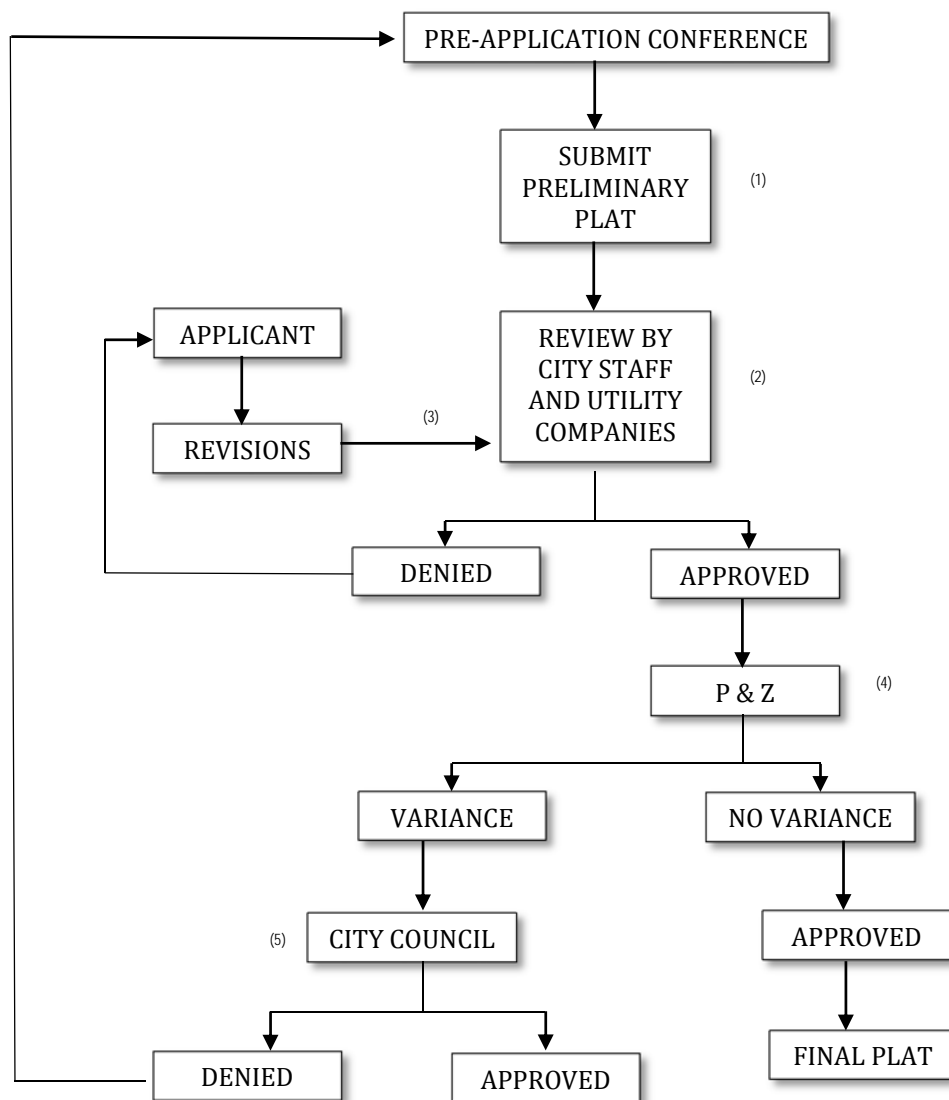
A foundation permit may be issued, on a case by case basis, based on the approved engineering site plan which adequately addresses the location and elevations of water and sanitary sewer services in relation to the proposed finish floor elevation of the building.

No building construction above the slab may be commenced prior to the construction and approval of all fire lanes, fire lines, fire hydrants and other waterline appurtenances.

Some items of public and semi-public improvements i.e. sidewalks, driveway approaches, right turn lanes (if applicable), grading and drainage improvements, water and sewer service connections may be constructed simultaneously with the building provided a cash escrow is deposited with the City to cover 100 percent of the cost of the improvements. A non-refundable fee of \$250.00 will be charged for escrow handling. On cash escrows where the developer satisfactorily completes all public and semi-public improvements, the City will return the entire amount escrowed plus interest earned on that escrow. If the developer fails to complete the project, and the city is to complete the project at a later date, then the amount escrowed plus the interest will be retained by the City.

Three-party contracts may be considered on case-by-case basis and are subject to approval by the city council.

# PRELIMINARY PLAT APPROVAL PROCESS FLOWCHART



(1) Submit 12 copies and pay all fees at this time.

(2) Staff has 15 maximum working days to review plans after the first submittal (larger projects may require longer time).

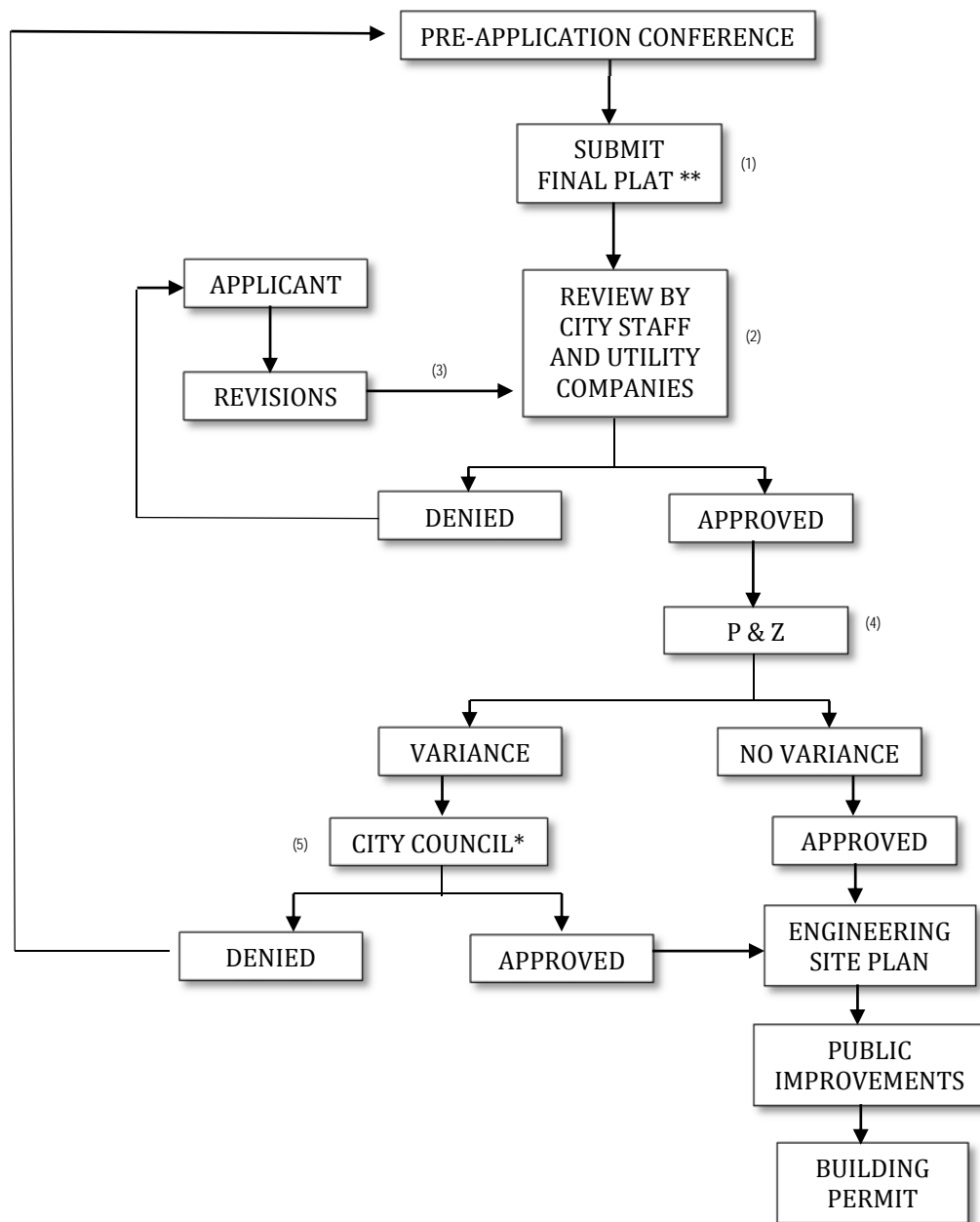
(3) Staff has 10 maximum working days to review plans after revisions are submitted (larger projects may require longer time).

(4) The Planning and Zoning Commission normally meets the 1<sup>st</sup> Tuesday of each month on a regular basis and on the 3<sup>rd</sup> Tuesday of the month on an as-needed basis.

(5) The City Council normally meets the 1<sup>st</sup> and 3<sup>rd</sup> Mondays of each month.

\* City Council may approve a variance, but all other criteria must be met before approving the plat.

# FINAL PLAT APPROVAL PROCESS FLOWCHART

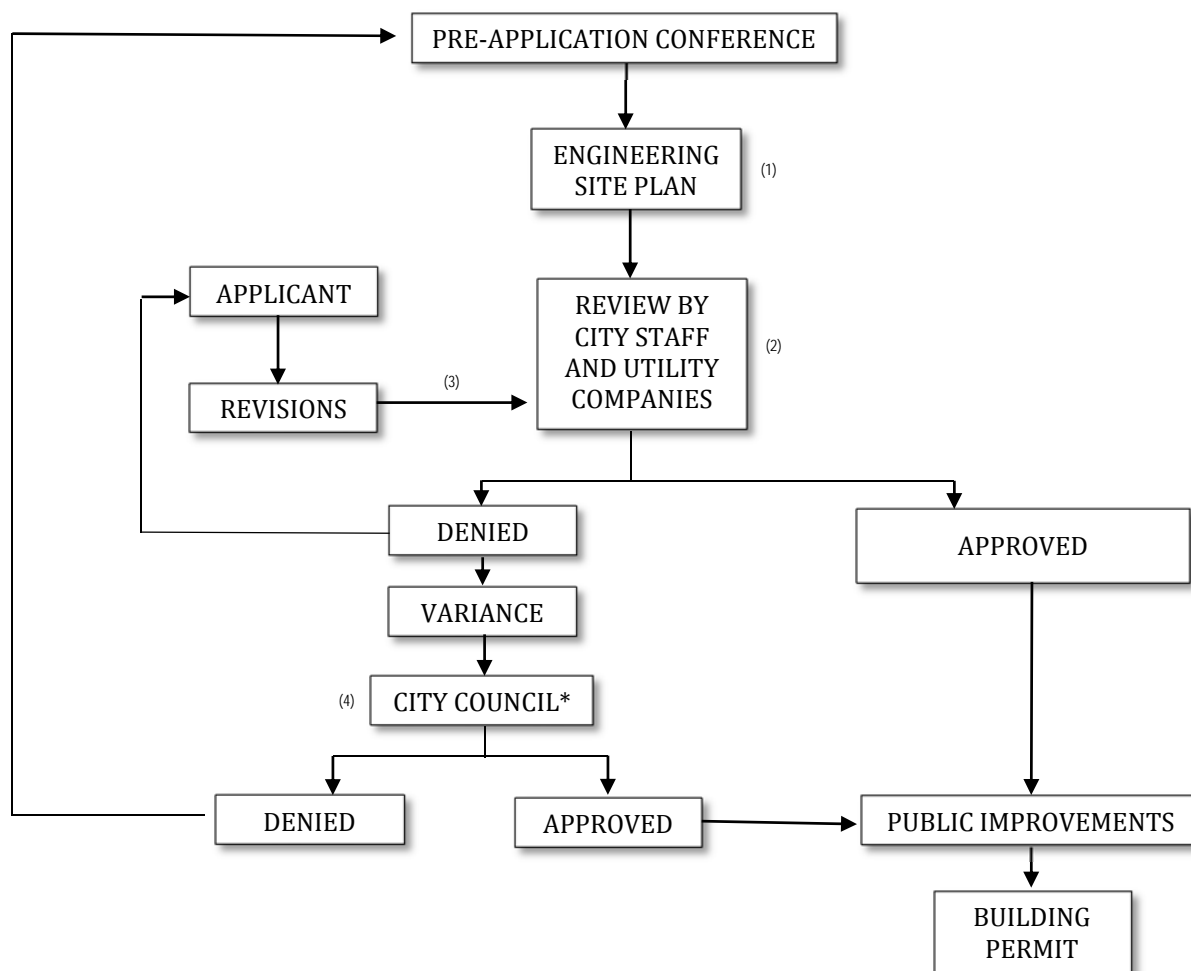


- (1) Submit 12 copies and pay all fees at this time.
- (2) Staff has 15 maximum working days to review plans after the first submittal (larger projects may require longer time).
- (3) Staff has 10 maximum working days to review plans after revisions are submitted (larger projects may require longer time).
- (4) The Planning and Zoning Commission normally meets the 1<sup>st</sup> Tuesday of each month on a regular basis and on the 3<sup>rd</sup> Tuesday of the month on an as-needed basis.
- (5) The City Council normally meets the 1<sup>st</sup> and 3<sup>rd</sup> Mondays of each month.

\* City Council may approve a variance, but all other criteria must be met before approving the plat.

\*\* Engineering Site Plans may be submitted at this time.

# ENGINEERING SITE PLAN APPROVAL PROCESS FLOWCHART



- (1) Submit 12 copies and pay all fees at this time.
- (2) Staff has 15 maximum working days to review plans after the 1<sup>st</sup> submittal (larger projects may require longer time).
- (3) Staff has 10 maximum working days to review plans after revisions are submitted (larger projects may require longer time).
- (4) The City Council meets the 1<sup>st</sup> and 3<sup>rd</sup> Mondays of each month.

\* City Council may approve a variance, but all other criteria must be met before approving the plat.

#### IV. DEVELOPMENT PROCEDURES

##### 1. IMPROVEMENTS ON LAND SERVED BY PUBLIC IMPROVEMENTS WHICH MEET CURRENT STANDARDS

- (A) **General Provisions.** This section deals with non-single family construction on lots which are properly zoned and platted, and on which all of the public improvements for water, sanitary sewer, streets and drainage are constructed to current City development standards and have been accepted by the City.
- (B) **Engineering Site Plan Criteria.** An Engineering Site Plan, signed and sealed by a Texas Registered Professional Civil Engineer, must be submitted in accordance with City of Lewisville regulations and policies. Information on specific City regulations, policies and standards is contained elsewhere in this development ordinance package. The approval of an engineering site plan by the City shall be effective for a period of one hundred eighty (180) days after the date of the formal approval. Following the one hundred eighty (180) day period, the engineering site plan will be valid for a period up to two (2) years from the approval date if it complies with all updated City standards and regulations. Following a two (2) year period after the approval of the engineering site plan, the plans or any portion of the plans which are not constructed will be considered invalid and removed from the files.

##### ALL SITE PLAN REVIEW FEES AND TAX CERTIFICATES ARE DUE AT TIME OF INITIAL SUBMITTAL.

The following is a check list for items which shall be included, as applicable, on each Engineering Site Plan submitted for review. Engineering Site Plan may be submitted on a single sheet or on several sheets as necessary. When an engineering site plan is submitted on several sheets an overall site layout shall be included showing general information such as building location, zoning, setbacks, etc. for reference purposes.

1. A title block located at the bottom right hand side of the page to include project's name, addition's name, lot, block and phase designations, total acreage, zoning classification and address if available (see appendix for title block).
2. A summary table for building square footage and total number of parking spaces.
3. Staff and utility companies signature block (see appendix).
4. Tax certificate showing all tax payments to the City of Lewisville are current. Taxes must be current as of the date of formal City approval of the Site Plan.
5. North point arrow (oriented to the top or right of the sheet) and date. Dates of revisions are also to be added with each modified set of plans.
6. Location map 1" = 1,000' (City base map).
7. Sheet size of 22" X 34".
8. Scale of 1" = 20' maximum for lots up to 3 acres, and 1" = 40' maximum for lots exceeding 3 acres. For site plans requiring extensive grading, drainage, other site related improvements, or unusual lot configuration the office of the City Engineer shall be consulted for designating scale.
9. Name, address and phone number of contact person of developer, owner or builder, engineer or surveyor.
10. Distances and bearings of the lot including total land area, subdivision lot & block designation and phase lines.
11. Iron rods shall be set or found and shown on site plan.
12. Contours with intervals of two feet (2') or less, referred to sea level datum, including benchmark.
13. Building setback lines including required setback from all water, sanitary sewer and drainage easements.
14. Zoning of Subject lot and adjoining property.
15. Easements, deed restrictions or encumbrances which impact development of the lot.

16. Control of access lines, corner clips and clear vision areas. Refer to Figure/Table Nos. 6 (Control of Access Limitations), 7 (Street Design Criteria), and 32 (Clear Vision Area).
17. Traffic control signals, devices, striping and traffic control plan.
18. Median openings, turning lanes, acceleration and deceleration lanes.
19. Streets, alleys and easements adjacent to the site showing right-of-way and limits of paving.
20. Driveways, sidewalks, water and sewer services, grading, drainage, and erosion control plans.
21. Parking layout, including maneuvering as well as loading and unloading service areas.
22. Screening devices.
23. Landscaping plan, including a summary table showing number, size and type of trees and percentage of landscaping for parking areas, Irrigation system shall be designed to prevent off-site drainage nuisance.
24. Construction details for all site improvements as defined in definitions section and as applicable.
25. Fire protection including fire hydrants, fire lanes, fire lines and related devices.
26. Dumpster location.
27. Other utilities.
28. Finished floor elevation. The builder is responsible for furnishing an engineering certification of the foundation elevation and building setbacks prior to construction of a foundation.
29. Variances from this ordinance which may be requested shall be listed on the face of the site plan.

## 2. IMPROVEMENTS ON UNDEVELOPED LAND

- (A) **General Provisions.** This section deals with both single-family and non-single family construction on lots which are properly zoned but which have not been platted, and on which the public improvements for water, sanitary sewer, paving and drainage are not in place.

ALL REVIEW FEES, AND TAX CERTIFICATES WHEN APPLICABLE, ARE DUE AT TIME OF INITIAL SUBMITTAL.

A Preliminary Plat and Final Plat may not be submitted for simultaneous review. Substantial changes in a subdivision may require submission and formal approval of a revised preliminary plat.

- (B) **Preliminary Plat.** A Preliminary Plat will be required on all unplatted tracts which do not conform with tract dimensions shown in current City Tax Division records, or which involve dedication or construction of City streets, drainage ways or utilities; The approval of the Preliminary Plat by the City shall be effective for a period of 180 days after the date of formal approval and a final plat may be submitted consistent with the approved preliminary plat. Following the 180 day period the preliminary plat will be valid for a period up to two years from preliminary plat approval date if it complies with all updated city standards and regulations. Following a two year period after the approval of a preliminary plat, the plat or any portion of the plat which has not had final plat approval by the Planning and Zoning Commission, will be considered invalid and removed from the files.

For tracts over 100 acres, ninety (90) days prior to the expiration of the two year period, a request for one year extension may be submitted for approval to the City Council if there are no changes to the preliminary plat and/or city standards and regulations.

The following is a check list for items which shall be included, as applicable, on each Preliminary Plat submitted for review:

1. Title Block (see appendix)
2. For all residential subdivisions, a plan summary table, to include total acreage per phase, total number of lots and number of lots per phase and zoning classification, minimum lot size, minimum dwelling size and density per acre.

3. North point arrow (oriented to the top or right of the sheet) and date. Dates of revisions are also to be added with each modified set of plans.
4. Name, address and phone number of contact person of developer, owner or builder, engineer or surveyor.
5. Sheet size shall be 22" X 34".
6. Location map 1" = 1,000' (City base map).
7. The maximum scale on preliminary plats shall be 1" =100', except that. non-residential tracts over 100 acres may be drawn to a maximum scale of 1'; = 200'.
8. Abstract(s) and Survey(s) of subject tract.
9. Abstract and Survey lines.
10. Boundary line, accurate in scale, of the subject tract.
11. The layout, building setback lines including setbacks from water, sanitary sewer and drainage easements and approximate dimensions of proposed lots, blocks, etc.
12. Lot number, Block letter designations and acreage of each lot.
13. Zoning of subject lot and adjoining property.
14. Contours with intervals of two feet (2') or less, referred to sea level datum, including benchmark.
15. The names of adjacent subdivisions and/or the names of record owners of adjoining parcels of unplatted land.
16. Lines or limits designating boundaries of municipalities, counties, and special districts such as Municipal Utility Districts, Road Utility Districts, Levee Districts, etc.
17. Existing and proposed sanitary sewer and water system shown for a distance which impacts the subject property.
18. Other utility systems, proposed and existing, including private transmission lines.
19. A drainage plan of the proposed and existing drainage systems shall be submitted for review and comment. The drainage plan shall include: all drainage areas (on-site and off-site) that affect the area being preliminary or final platted...both in its natural state and in the ultimate development, location of lines, inlets, existing and proposed easements, proposed drainage rights-f-way, all required drainage calculations in accordance with City of Lewisville Drainage Criteria Manual.
20. Existing and proposed streets and alleys, including widths of right-of-way and pavement. Street names shall provide continuity with existing streets. Where a development abuts a street shown on the City's Thoroughfare Plan, the preliminary plat shall include a proposed dedication of right-of-way in accordance with the requirements of the Thoroughfare Plan.
21. Cross-section of proposed streets and alleys showing the width of pavement, type of pavement and location and width of sidewalks.
22. Easements, deed restrictions or encumbrances which impact development of the lot.
23. Control of access lines, corner clips and clear vision areas. Refer to Figure/Table Nos. 6 (Control of Access Limitations), 7 (Street Design Criteria), and 32 (Clear Vision Area).
24. Traffic control signals, devices and striping.
25. Median openings, turning lanes, acceleration and deceleration lanes.

26. For residential developments, park dedication provisions are to be addressed by the Park Board prior to approval of the preliminary plat. The park dedication agreement shall be noted on the face of the plat with the approval date.
27. All land proposed for public use dedication or to be reserved for the common use of all property owners, together with conditions or limitations of such use. Such reservations and dedications must be designated by a separate lot and block.
28. Other features which impact the subject property including, but not limited to, buildings, cemeteries, parks, landfills and monuments.
29. Phase lines must be clearly delineated, with improvements capable of standing alone as development occurs and not depending on future construction to meet City standards or requirements.
30. Variances from this ordinance which may be requested shall be listed on the face of the plat.
31. City of Lewisville signature block. (See appendix)

(C) **Final Plat.** A Final Plat will be required upon final City approval of a Preliminary Plat. Final plats shall substantially conform with approved Preliminary Plats, or a revised Preliminary Plat must be submitted for formal approval. On a tract which conforms with tract dimensions shown in current City Tax Division records but which has not been formally platted, a Final Plat will be required prior to or at the time of submission of an Engineering Site Plan.

**ALL REVIEW FEES AND TAX CERTIFICATES ARE DUE AT TIME OF INITIAL SUBMITTAL.**

Review copies of the Final Plat, plus final construction plans for construction of public improvements associated with the plat, shall be submitted simultaneously in accordance with this General Development Ordinance and policies of the City of Lewisville. The construction plans are an integral part of the final plat.

The following is a check list for items which shall be included, as applicable, on each Final Plat submitted for review:

1. Title Block (see appendix).
2. For all residential subdivisions, a plan summary table, to include total acreage per phase, total number of lots and number of lots per phase and zoning classification, minimum lot size, minimum dwelling size and density per acre. A summary table of each lot area (sq.ft.) and a tree schedule in accordance with the landscaping section shall also be included.
3. North point arrow (oriented to the top or right of the sheet) and date. Dates of revisions are also to be added with each modified set of plans.
4. Name, address and phone number of contact person of developer, owner or builder, engineer or surveyor.
5. Sheet size of 22" X 34" for review copies.
6. Location map 1" = 1,000' (City base map).
7. Maximum scale of 1" = 100', (maximum scale of 1" = 200', one sheet for addressing purposes).
8. Boundary line, accurate in scale and with exact distances and bearings, of the subject tract and each lot within the subdivision including exact acreage per lot for all non-single family developments. Location of corner pins and monuments, including description and whether found or set.
9. Metes and bounds description of the subdivision, with exact acreage, in reference to the deed records of the County, including the volume and page of the deed for the land being platted.
10. Lot number and Block letter designations. Building setback lines shall be shown or noted including setback lines from all water, sanitary sewer, and drainage easements.
11. Zoning of subject lot and adjacent property.
12. The names of adjacent subdivisions and/or the names of record owners of adjoining parcels of unsubdivided land.

13. Lines or limits designating boundaries of municipalities, counties, and special districts such as Municipal Utility Districts, Road Utility Districts, Levee Districts, etc.
14. Existing and proposed streets, alleys and access easements... including street names, with all curve data and widths of rights-of-way. Street names shall provide continuity with existing streets. Where a development abuts a street shown on the City's Thoroughfare Plan, the final plat shall include the dedication of right-of-way in accordance with the requirements of the Thoroughfare Plan.
15. Easements, deed restrictions or encumbrances which impact development of the lot.
16. Control of access lines, corner clips and clear vision areas. Refer to Figure/Table Nos. 6 (Control of Access Limitations), 7 (Street Design Criteria), and 32 (Clear Vision Area).
17. The park dedication agreement shall be finalized at the time of approval of the final plat including all dedications and/or fees to be paid at this time. The agreement including the approval date must be noted on the face of the plat.
18. All land dedicated for public use or reserved for the common use of all property owners, together with conditions or limitations of such use. Such dedications or reservations must be designated by a separate lot and block.
19. The 100-year flood plain, if applicable, shall be delineated.
20. Flowage easements, if any, pertaining to drainage including a note regarding responsibility for maintenance.
21. Other features which impact the subject property including, but not limited to, buildings, cemeteries, parks, landfills and monuments.
22. Right-of-way and public property to be abandoned should be identified on the plat, but information is to be provided separately as required for creation of an abandonment ordinance.
23. Certification by a licensed land surveyor, registered in the State of Texas, to the effect that the plan represents a survey made by him or under his direct supervision and that all the monuments and corner pins shown exist and are correctly described.
24. A certification of ownership and dedication of all streets, alleys, parks, easements and other public ways, signed and acknowledged before a notary public by the owner, trustee(s) or person(s) duly authorized to sign the plat. This will include any lienholder(s) on the property (see appendix).
25. City of Lewisville signature block (See appendix).
26. Variances from this ordinance shall be listed on the face of the plat.
27. Finished floor elevation, proposed grading and drainage for all single-family lots. The builder is responsible for furnishing a certification of the foundation elevation and building setbacks prior to construction of a foundation.

(D) **Construction Plans.** Five (5) sets of construction plans shall accompany submittal of any final plat. The construction plans shall be considered as an integral part of the final plat and will be reviewed accordingly. Plans shall contain engineering data for the construction of all public improvements (water, sanitary sewer, storm sewer and paving) consistent with current city development standards and master plans. The approval of the Construction Plans by the City shall be effective for a period of 180 days after the date of formal approval. Following the 180 day period the construction plans will be valid for a period up to two years if the plans comply with all updated City standards" and master plans. Following a two year period after the approval of construction plans, the plans or any portion of the plans which is not constructed will be considered invalid and removed from the files.

The following is a checklist for information which shall be included for review and approval.

1. Plans and profiles shall be drawn on sheets measuring 22" x 34" overall dimensions.
2. Maximum scale for all construction plans shall be 1" = 40' horizontal and 1" = 5' vertical. (e.g. 1" = 50' horizontal & 6' vertical are not acceptable) Construction plans for street reconstruction shall be drawn to a 1" = 20' scale.

3. North point arrow oriented to top or right of the sheet.
4. Date: (Dates of revisions to be added with each modified set of plans).
5. Bench mark description to sea level datum (to be obtained from City Engineer's office). In the event a bench mark is not available near the project site, a temporary bench mark shall be established based on the City's bench mark.
6. Typical cross-sections of proposed streets and alleys drawn to a maximum scale of 1" = 10' horizontal and 1" = 2' vertical, and drawn from beyond right-of-way to beyond right-of-way.
7. Proposed street and alley pavement sections shall include: thickness of pavement, base course, subgrade, pavement cross-slope, parkway cross-slope, location and width of sidewalks, typical location of underground utilities.
8. Plan and profile of each street and alley with top of curb grades for streets and center lines for alleys. The plan view shall show all existing features and the profile view shall include the existing ground. The profile gradelines and cross-sections of intersecting streets should be adjusted to provide a smooth junction and proper drainage.
9. A drainage area map to a maximum scale 1" = 200', (1" = 1000' if over 500 acres) of all areas contributing storm water runoff or drainage within and surrounding the proposed subdivision. The drainage area map shall include size of areas, storm frequency, duration data, amounts of runoff, points of concentration and any additional data necessary for the proper design of drainage facilities.
10. A plan and profile of proposed storm sewer showing hydraulic gradient and hydraulic data, pipe grades and sizes, manholes, inlets, pipe connections, culverts, outfall structures, bridges, ditches.
11. A plan and profile of the proposed water distribution system showing pipe sizes, location of valves, fire hydrants, fittings and other appurtenances, including installation and backfill details.
12. A plan and profile of the proposed sanitary sewer system with pipe grades and sizes, manholes, cleanouts and other appurtenances, including installation and backfill details.
13. All profiles shall include the elevation of other utility crossings.
14. Each plan and \_profile sheet shall be signed and sealed by a Texas Registered Professional Civil Engineer.
15. Trench Safety Plan, prepared by a Texas registered professional engineer, and soil analysis shall be provided with all construction plans when required by State or Federal law.
16. The City of Lewisville reserves the right to require corrections to plans based on actual field conditions which are found to be contrary to the information shown on the plans.
17. The Engineer certifying the plans is responsible for the accuracy and completeness of plans submitted for review and construction.

- (E) **Engineering Site Plan Criteria.** An Engineering Site Plan, signed and sealed by a Texas Registered Professional Civil Engineer, must be submitted in accordance with City of Lewisville regulations and policies. Information on specific City regulations, policies and standards is contained elsewhere in this development ordinance package. The approval of an engineering site plan by the City shall be effective for a period of one hundred eighty (180) days after the date of the formal approval. Following the one hundred eighty (180) day period, the engineering site plan will be valid for a period up to two (2) years from the approval date if it complies with all updated City standards and regulations. Following a two (2) year period after the approval of the engineering site plan, the plans or any portion of the plans which are not constructed will be considered invalid and removed from the files.

ALL SITE PLAN REVIEW FEES AND TAX CERTIFICATES ARE DUE AT TIME OF INITIAL SUBMITTAL.

The following is a check list for items which shall be included, as applicable, on each Engineering Site Plan submitted for review. Engineering Site Plan may be submitted on a single sheet or on several sheets as necessary. When an engineering site plan is submitted on several sheets an overall site layout shall be included showing general information such as building location, zoning, setbacks, etc. for reference purposes.

1. A title block located at the bottom right hand side of the page to include project's name, addition's name, lot, block and phase designations, total acreage, zoning classification and address if available (see appendix for title block).
2. A summary table for building square footage and total number of parking spaces.
3. Staff and utility companies signature block (see appendix).
4. Tax certificate showing all tax payments to the City of Lewisville are current. Taxes must be current as of the date of formal City approval of the Site Plan.
5. North point arrow (oriented to the top or right of the sheet) and date. Dates of revisions are also to be added with each modified set of plans.
6. Location map 1"=1,000' (City base map).
7. Sheet size of 22" X 34".
8. Scale of 1"= 20' maximum for lots up to 3 acres, and 1" = 40' maximum for lots exceeding 3 acres. For site plans requiring extensive grading, drainage, other site related improvements, or unusual lot configuration the office of the City Engineer shall be consulted for designating scale.
9. Name, address and phone number of contact person of developer, owner or builder, engineer or surveyor.
10. Distances and bearings of the lot including total land area, subdivision lot & block designation and phase lines.
11. Iron rods shall be set or found and shown on site plan.
12. Contours with intervals of two feet (2') or less, referred to sea level datum, including benchmark.
13. Building setback lines including required setback from all water, sanitary sewer and drainage easements.
14. Zoning of subject lot and adjoining property.
15. Easements, deed restrictions or encumbrances which impact development of the lot.
16. Control of access lines, corner clips and clear vision areas.
17. Traffic control signals, devices, striping and traffic control plan.
18. Median openings, turning lanes, acceleration and deceleration lanes.
19. Streets, alleys and easements adjacent to the site showing right-of-way and limits of paving.
20. Driveways, sidewalks, water and sewer services, grading, drainage, and erosion control plans.
21. Parking layout, including maneuvering as well as loading and unloading service areas.
22. Screening devices.
23. Landscaping plan, including a summary table showing number, size and type of trees and percentage of landscaping for parking areas. Irrigation system shall be designed to prevent off-site drainage nuisance.
24. Construction details for all site improvements as defined in the Definitions Section and as applicable.
25. Fire protection including fire hydrants, fire lanes, fire lines and related devices.
26. Dumpster location.
27. Other utilities.

28. Finished floor elevation. The builder is responsible for furnishing an engineering certification of the foundation elevation and building setbacks prior to construction of a foundation.
29. Variances from this ordinance which may be requested shall be listed on the face of the site plan.

### 3. IMPROVEMENTS ON LAND WHICH IS SERVED BY SUBSTANDARD PUBLIC IMPROVEMENTS

- (A) **General Provisions.** This section deals with lots or tracts which are served by one or more existing substandard public improvements including water, sanitary sewer, streets or storm drainage. Such developments must meet these required minimum standards in order to obtain a building permit for a new building or if an addition is being made to an existing building. In reviewing the required Engineering Site Plan, the City staff will note areas which fail to meet minimum standards. If in the opinion of the City staff, on a case-by-case basis, these minimums are not adequate, more extensive improvements may be required as necessary. Additionally, each of the lots or tracts must follow all City master plans for streets, utilities, parks and other public improvements.
- (B) **Paving.** Minimum street right-of-way of 50 feet shall be required. Other street related items which must meet current standards as outlined in this development ordinance package include: corner clips, clear vision areas, control of access lines, traffic signals & controls, driveways and sidewalks.
- (C) **Water Lines.** If development is to occur on land which is currently served by sub-standard water utilities, the owner, developer or applicant may be required to improve the existing system to current requirements. The standard for improvement shall be based on the following criteria:
1. Existing line sizes vs. current required line sizes.
  2. Existing materials vs. current required materials.
  3. The ability to service both potable and fire protection needs.
- All projects will be considered on a case by case basis.
- (D) **Fire protection.** Inadequate or substandard water line size may require additional fire hydrants or other measures in order to provide adequate fire protection on a case-by-case basis.
- (E) **Sanitary Sewers.** If improvement is to occur on land which is served by a sub-standard sanitary sewer utilities, the owner, developer, or applicant may be required to improve the existing system to current requirements. The standard for improvement shall be based on the following criteria:
1. Existing line vs. current line sizes requirements.
  2. Existing materials vs. current material requirements.
  3. The ability to service the sanitary sewer requirements of the development and existing service areas. Inflow and infiltration studies may be required for the area as determined by the City of Lewisville.
- All projects will be considered on a case by case basis.
- (F) **Septic Systems.** A percolation test must be submitted, along with a design by a Texas Registered Civil Engineer or a Texas Registered Sanitarian to the City of Lewisville. The design and percolation tests must be performed in accordance with the most recent publication of the Construction Standards for On-Site Sewage Facilities, published by the Texas Department of Health. The standards set forth by this publication shall prevail. Because the usefulness of a septic tank system decreases as the flow rate increases, flow rates in excess of 5,000 gallons per day shall require tie in to the City of Lewisville sanitary' sewer system.
- (G) **Drainage.** Development(s) adjacent to an existing ditch, within street right-of-way, shall provide for an enclosed storm sewer system on-site and discharge into the ditch by means of a pipe system. If an adequate outfall condition is unavailable (whether a ditch or storm sewer system) developments may be allowed to discharge into street rights-of-way; runoff not to exceed the original amount: Drainage easements shall be provided by plat or by separate instrument for all storm drainage facilities up to an adequate outfall condition (if on-site), capable of containing the 100 year flood event.

- (H) **Open Space Requirements.** Standards for parks and open space must be provided in accordance with the City of Lewisville Park Dedication Ordinance and other applicable ordinances or policies.

#### 4. **CERTIFICATE OF CORRECTIONS.**

When an amending plat is proposed for the correction of a plat which has been filed of record, and when the sole purpose of the amending plat is for one or more of the following, then a certificate of correction may be filed of record (see appendix).

This section shall apply only if the sale purpose of the amending plat is:

1. To correct an error in any course or distance shown on the prior plat.
2. To add any course or distance that was omitted on the prior plat.
3. To correct an error in the description of the real property shown on the prior plat.
4. To indicate monuments set after death, disability or retirement from practice of the engineer or surveyor charged with responsibilities for setting monuments.
5. To show the proper location or character of any monument which has been changed in location or character or which originally was shown at the wrong location or incorrectly as to its character on the prior plat.
6. To correct any other type of scrivener or clerical error or omission as previously approved by the City Planning and Zoning Commission or the Lewisville City Council; such errors and omissions may include, but are not limited to, lot numbers, acreage, street names, and identification of adjacent recorded plats.
7. To relocate one or more lot lines or to correct an error in courses and distances of lot lines between one or more adjacent lots where the owner or owners thereof join in the application for plat amendment and where the number of lots remains unchanged and provided that such amendment does not attempt to remove recorded covenants or restrictions and does not have a material adverse affect on the property rights of the other owners in the plat.

#### 5. **ABANDONMENT OF REAL PROPERTY**

- (A) **General Provisions.** An Abandonment Ordinance is required for abandonment of any public right-of-way. Any easement may be abandoned with a Certificate of Abandonment (see appendix) in accordance with paragraph (C) below (Ord. 1947-8-94). Requests for abandonment shall be made in writing to the Community Development Department. The City will file with the County all documents that are required to record the transaction. A \$150 application fee must accompany all requests and the Denton County filing fees shall be submitted with a separate check. If applicable, fair market value will be established by the City based on information, acceptable to the City. Should appraisals be required, the cost shall be paid in advance by the applicant. Any relocation, adjustment or other construction shall be the financial responsibility of the applicant.

The following information must be attached:

1. Metes and Bounds description of the property to be abandoned.
2. Exhibit showing the subject abandonment.
3. Letters of Release from utility companies, if applicable.
4. Application Fee made payable to City of Lewisville.
5. Filing Fee made payable to Denton County Clerk.

- (B) **Additional Requirements For Certain Abandonments.**

##### **Abandonment of an improved street or alley:**

Fair market value of the real property and the improvements which are to be removed or converted to private use.

Dedication of easements for any facilities which are to remain.

**Abandonment of street or alley right-of-way (unimproved):**

Fair market value of the real property.

Dedication of easements for any facilities which are to remain.

Compensation for detriment to the remainder.

**Abandonment of a part of an occupied easement where the reduction in easement will adversely affect the operation and maintenance of the facility:**

Fair market value of the released area.

Compensation for detriment to the remainder.

**Abandonment of an occupied easement in exchange for another easement at the request of the property owner:**

Fair market value of the difference in value if the abandoned easement is greater than that received.

- (C) To abandon an easement(s) in exchange for an equivalent easement(s) or when it is determined that an easement(s) is no longer necessary and an adequate easement(s) is provided to serve the property, a Certificate of Abandonment (see appendix), or such other documents as may be legally required, will be filed of record. This certificate will be filed after all information for abandonment of an easement on real property has been submitted and a final determination for abandonment has been made by the Director of Community Development.

# CONTROL OF ACCESS LIMITATION

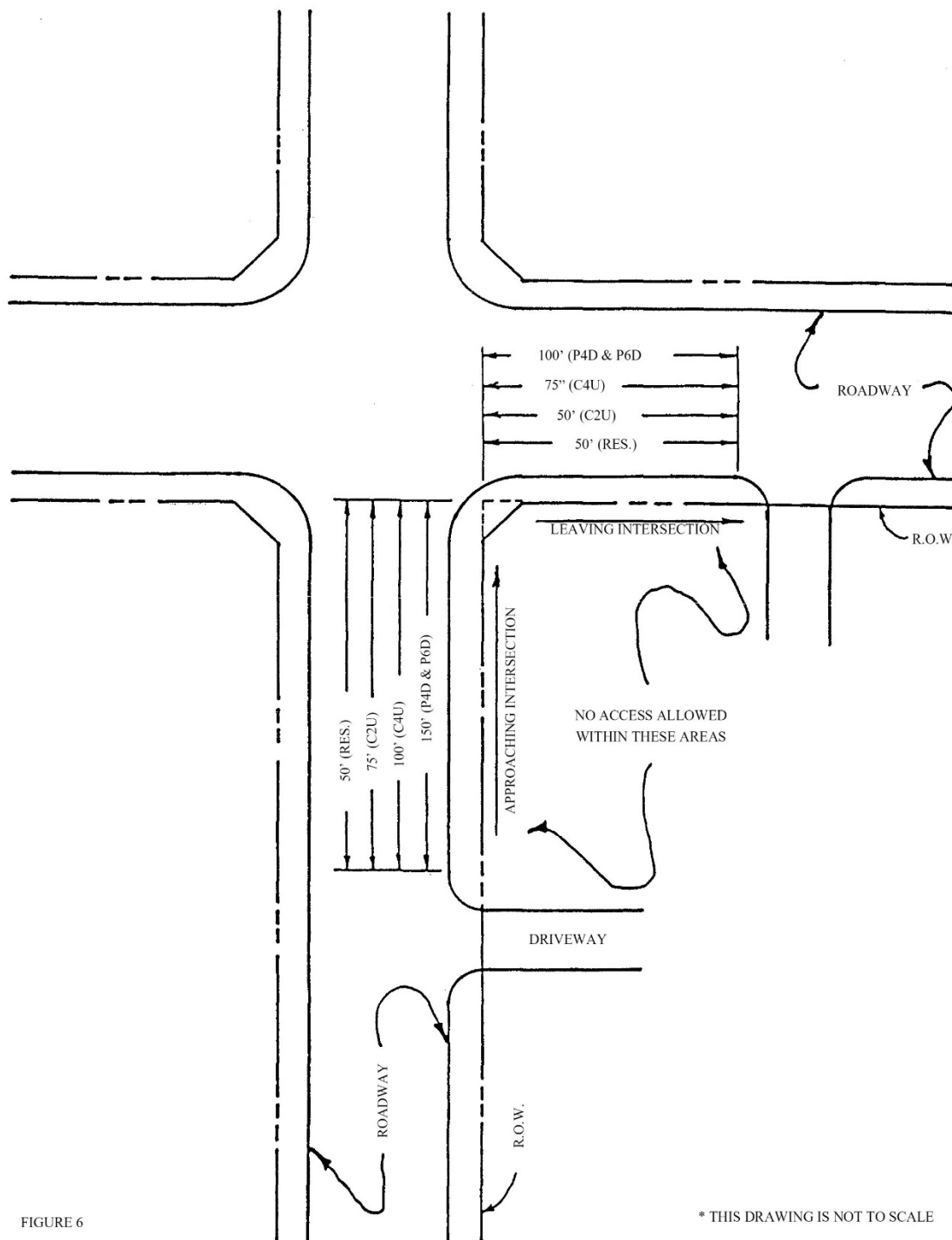


FIGURE 6

# CLEAR VISION AREA

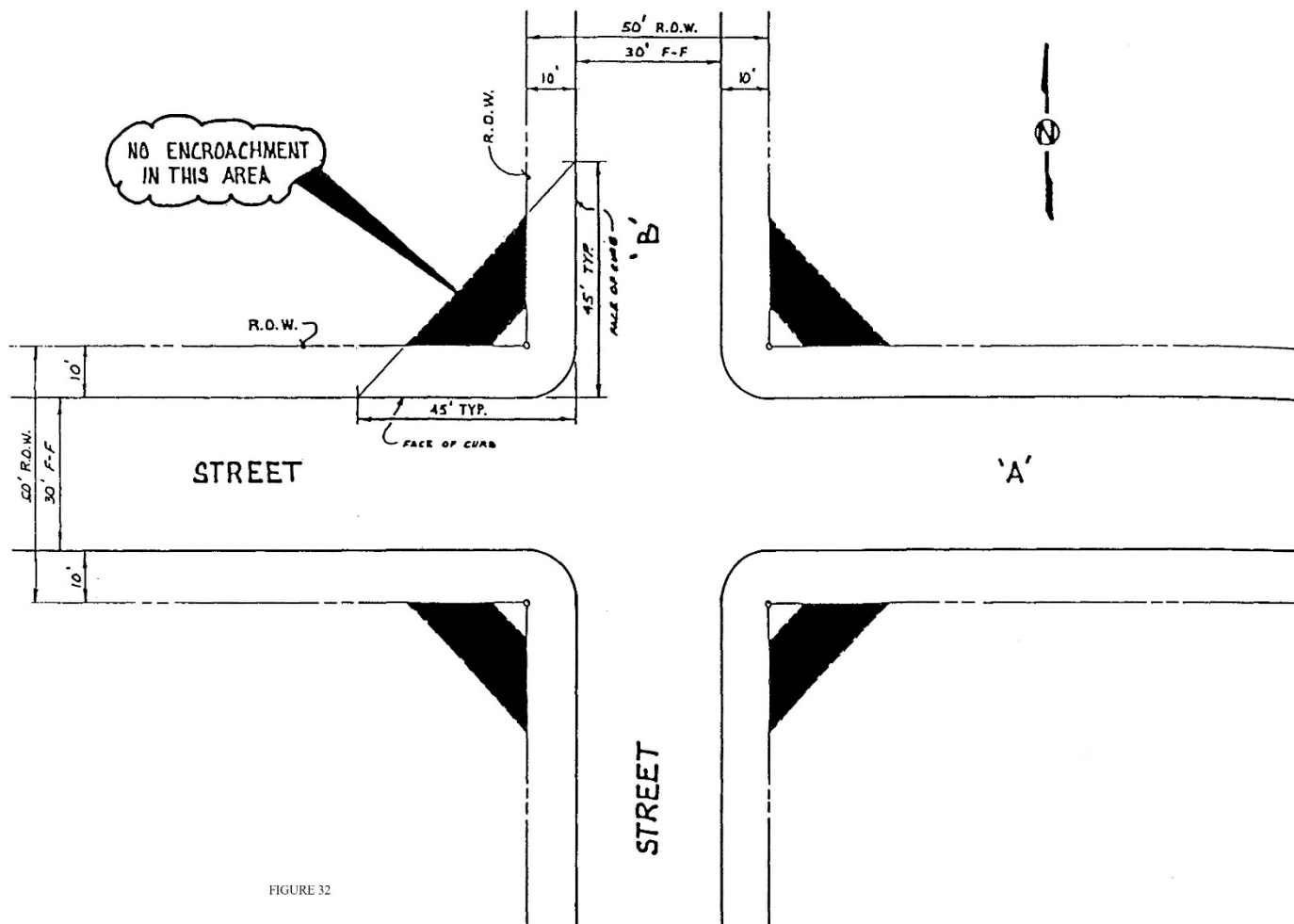


FIGURE 32

## V. PUBLIC IMPROVEMENTS

### 1. CONSTRUCTION STANDARDS

- (A) **General Provisions.** All improvements shall be in conformance with the City's construction standards and specifications except as may be otherwise provided. The City's specifications includes Standard as well as Special specifications. The City's construction standards consists of those various drawings identified as City of Lewisville Construction Standards and issued by the City. Public improvements, semi-public improvements, and private improvements constructed in public rights-of-way and easements shall be constructed in conformity with this ordinance. The requirements of this ordinance are considered minimum requirements and are not intended to replace good engineering judgment or practices.
- (B) **Standard Specifications.** Standard Specifications of the City of Lewisville are the "Standard Specifications for Public Works Construction" as published under the authority of the North Central Texas Council of Governments. This publication, latest edition, along with the amendments and Special Provisions to the document, approved or issued by the City, shall comprise the Standard Specifications.
- (C) **Construction Specifications.** Construction Specifications are those construction specifications which are not covered by the Standard Specifications. Special Specifications shall be required for all projects having items of construction not adequately covered by the Standard Specification. All Special Specifications shall be subject to review and approval by the City.
- (D) **Construction Standards.** Construction Standards are those drawings identified as City of Lewisville Construction Standards and issued by the City. Detailed construction plans shall be required for all items of construction not covered by the City's construction standards. In the event of conflict the Standard Specifications shall be superseded by the provisions and requirements of this document. Only the item or items of conflict shall be affected. All other provisions and requirements shall stand.
- (E) **Pre-Construction Meeting.** The contractor for each project, or for any phase, shall notify the City of the intent to commence work. Sufficient notice shall be given so that a pre-construction conference may be held. No work shall commence except as specifically authorized at the preconstruction meeting.
- (F) **Construction Permit.** The City will issue a permit for all public works construction to be constructed within rights-of-way and easements. The permit will be issued based on approved engineering plans. No work requiring a permit shall be started until a permit is duly issued.
- (G) **Construction Inspection Fee.** Prior to the issuance of any public works construction permit, the City will collect a fee of one and a half percent (1.5%) of the cost of construction. The cost of construction shall represent the total cost, excluding land.
- (H) **Exception For Utility Companies.** Utility companies are not required to secure a permit for repairs and day to day maintenance operations but shall notify the City. Utility companies will be required, by this ordinance, to get a permit without fee for new developments and for all relocations.
- (I) **Traffic Control Plan.** Each set of construction plans submitted to the City for review and approval shall include a traffic control plan. The plan shall provide for the safe handling of traffic through and in the area of construction. Construction, signing, barricades, etc., shall be in conformance with the Manual of Uniform Traffic Control Devices where applicable.
- (J) **Construction Methods.** All utility lines installed under paving shall be installed by a method other than open cut, except as specifically approved by the City. City staff may approve, on case-by-case basis, open cuts under anyone of the following conditions:
1. The main to be connected onto is under paving. in this case, the open cut shall be limited to the area of the main, the remaining installation to be by other than open cut.
  2. A boring machine cannot be used because of space limitations.
  3. The size of the utility line is too large to be economically feasible to be installed by methods other than open cut.
  4. Conditions are such that it would be impossible or impractical to install the utility line by means other than open cut.

In the event the open cut method is approved, the pavement shall be removed and replaced in accordance with approved plans. The traffic control plan shall adequately address the safe handling of traffic through the area of the open cut.

- (K) **Material Testing.** Testing is required to be performed by a geotechnical testing laboratory company. The procedures and criteria for testing are generally outlined in the North Central Texas Council of Government (NCTCOG) specifications. The fee charged by the testing company shall be paid by the developer. All test reports prepared by the testing company shall be furnished in duplicate directly to the City.
- (L) **Final Acceptance.** Final acceptance is the formal, approval by the City. It will be made in writing based on the finding that the improvements have been satisfactorily installed and that all administrative requirements have been satisfied.
- (M) **Partial Acceptance.** The City will not accept any part of any development prior to the completion and acceptance of the entire development.
- (N) **Conditional Acceptance.** The City may issue a letter of conditional acceptance upon the determination by the City that unusual conditions warrant such acceptance and that the City will not be adversely affected.
- (O) **As Built Plans.** Prior to final acceptance, the Developer's Engineer shall furnish the City the original drawings, revised to depict as-built conditions. The plans shall be marked "As Built" on each plan sheet and shall be signed and dated by the Engineer. The Engineer shall certify that the plans accurately show the work as actually constructed. The Engineer will not be responsible for materials used in the construction or workmanship; only the geometries and elevations of paving, drainage and sanitary sewer improvements, and the horizontal locations of water lines as evidenced by locations of water valves, vaults, fire hydrants, etc.
- The as built plans shall include a certification that all lot, right-of-way, and easement lines have been marked as evidenced by the setting of iron rods; except that easement lines parallel to staked lot and right-of-way lines are not required to be marked by iron rods.
- (P) **Maintenance Bonds.** Prior to final acceptance, the developer shall furnish the City an acceptable 100%, two (2) year maintenance bond. The maintenance bond shall cover all items of construction dedicated to the City. Multiple bonds, each covering a portion of the work or a particular item of work (such as sanitary sewers) will not be acceptable.

## 2. PAVING

- (A) **General Provisions.** The paving of streets, alleys, turning lanes, driveways and sidewalks shall be in accordance with this section and the construction standards of the City of Lewisville. Temporary asphalt streets, connections and driveways will be considered on an individual basis and shall be constructed in accordance with approved plans.

All street construction shall be in accordance with the criteria and design standards shown on Street Design Criteria, Table 7.

- (B) **Streets.** The arrangement, character, extent, width, grade and location of all proposed streets shall conform to the Master Thoroughfare Plan of the City of Lewisville. Design of such streets shall take into consideration existing and planned streets, topographic conditions, public convenience, safety and the relationship of uses which will be served by the streets. The developer is responsible for the dedication of the right-of-way and construction of all street(s) within the development and one half of the street(s) which abuts the development. Any off-site street required, by the platting process, to provide adequate access to the development shall be the entire responsibility of the developer. These provisions shall apply in all cases including where there is an existing substandard street.

When not shown in the City's Master Thoroughfare Plan, all proposed streets shall:

1. Provide for the continuation or appropriate projection of existing streets.
2. Conform to a plan for the neighborhood approved or adopted by the City to meet a particular situation where topographical or other conditions make continuation of, or conformance to existing streets impractical.
3. Be laid out so that street right-of-way lines intersect at 90 degrees and so that no street curvature is closer to the point of intersection of right-of-way lines than 35 feet on residential streets and 50 feet on collector and arterial streets.
4. Make use of existing median openings in the thoroughfares without any alterations to them and provide necessary minimum left-turn lane storage lanes for entry into subdivisions along both travelled ways, as necessary.

No residential and collector (2-lane) street intersection with arterial streets shall be allowed within 350 feet of a major arterial street intersection (4 lane undivided and above) and/or within proposed right turn lane limits.

Residential streets shall be laid out in a manner to discourage use by through traffic. Jogs and offsets at intersections measuring less than 150 feet in residential streets and 200 feet in undivided collector streets, measured between centerlines, are prohibited. This provision shall not apply if the intersecting street is a divided street and a median opening is not provided for either street. Street right-of-way widths shall conform to the City's Master Thoroughfare Plan. In no case shall a street right-of-way be less than 50 feet.

Half streets shall be prohibited, except where necessary to the reasonable development of the subdivision in conformance with the other requirements of these regulations and where the City finds it will be practicable to require the dedication of the other half when the adjoining property is subdivided or platted. When a half street has already been provided, the remaining portion of the street shall be platted within such subdivision. Where part of a residential or collector street is being dedicated along a common property line, the first dedication shall be one-half of the proposed street right-of-way plus five (5) feet, with a minimum of 20 feet of pavement width to be constructed.

Dead end streets shall not be longer than 600 feet in length, measured from the intersecting centerline to the radius point of the cul-de-sac turnaround. All dead end streets shall terminate with an approved cul-de-sac having an outside minimum radius of 60 feet from the right-of-way line.

At the intersection of street right-of-way lines a triangular area per the street design standard table shall be dedicated for right-of-way. In the event the streets intersect at other than 90 degrees, as approved by the granting of a variance, the required dimensions may be increased as determined by the City. At the intersection of a street right-of-way line and an alley right-of-way line, a 15 foot triangular area (measured along each projected right-of-way) shall be dedicated for right-of-way. In the event the street right-of-way and the alley right-of-way intersect at other than 90 degrees, as approved by a granting of a variance, the 15 foot dimension shall be increased as determined by the City.

The reservation in private strips of land at the end of, or adjacent to, proposed or existing streets and intended for the purpose of controlling access to property, shall be prohibited.

Street grades shall be set at a minimum of 0.60 percent and a maximum of 6.0 percent for all streets other than residential streets, which may be set at a maximum 8.0 per cent. The minimum street grade will not apply to non-curbed streets. Streets cross slope shall be 3.0 percent.

Control of access lines, at street intersections, for driveway locations, to be shown on all plats and engineering site plans, shall be in accordance with the guidelines shown on the following table. All dimensions are measured to the near radius point(s) of the driveways. See Figure 6, Control of Access Limitations.

MINIMUM DISTANCES FROM INTERSECTION OF ROW LINES		
Street Classification	Approaching Intersection	Leaving Intersection
Residential	50 feet	50 feet
Collector (C2U)	75 feet	50 feet
Collector (C4U)	100 feet	75 feet
Principal Arterial (P6D, P4D)	150 feet	100 feet

- C) **Concrete Strength Requirements.** The minimum compressive strength shall be 3500 PSI at 28 days except that in intersections and in areas where hand finishing is required the minimum compressive strength shall be 3750 PSI. The minimum cement ratio shall be 5.5 sacks per cubic yard, except in intersections and in areas where hand finishing is required the minimum cement ratio shall be 6.0 sacks per cubic yard. The use of fly ash shall not be permitted.
- D) **Pavement Thickness Requirements.** Residential streets and residential alleys shall be a minimum of six inches in thickness. Commercial streets and commercial alleys shall be a minimum of eight inches in thickness. Streets and alleys serving both residential and commercial shall be a minimum of eight inches in thickness. All alleys shall be considered commercial except those serving only single family and two family zoning classifications and uses.
- E) **Base Course.** All street and alley paving shall be placed on a base course of minimum thickness of six inches. The base course shall be lime stabilized subgrade or cement stabilized subgrade, dependent upon the recommendation contained in the soils investigation report. In the event the City waives the requirement to obtain a report, the City will specify the use of lime stabilization,

cement stabilization, flexible base or an alternate to be used as base course.

- (F) **Pavement Width Requirements.** The minimum pavement width for residential streets shall be 31 feet measured back to back of curbs, except that the minimum shall be increased to 37 feet for residential streets which the City determines will be used as through streets. Through streets are those streets that will carry more traffic than the normal or typical residential streets.

Commercial streets shall be a minimum of 37 feet measured back to back of curbs. Wider street paving shall be constructed to provide the number of through lanes, left turn lanes, right turn lanes, acceleration, and deceleration lanes as required and shown as part of the City's Master Thoroughfare Plan.

- (G) **Monolithic Curbs.** All streets shall be constructed with a monolithic curb continuous on each side of the street pavement. Monolithic curbs shall be six (6) inches in height and six (6) inches wide, in accordance with the appropriate construction standard.
- (H) **Sidewalks.** A four (4) foot Sidewalk shall be constructed along both sides of all streets. Handicap ramping shall be provided for all pedestrian crossings. Sidewalks shall be included on construction plans and on engineering site plans.

Sidewalks shall be located one foot from the right-of-way line where possible, but in no instance closer than three feet from the back of curb. Developers of tracts of land served by sidewalks not meeting the requirements of this ordinance, or not structurally sound shall be responsible for removing the existing sidewalks and constructing new sidewalks to meet current requirements. The dedication of additional right-of-way or easement may be required to provide adequate space for the construction of sidewalks.

Sidewalks adjacent to screening walls shall be five (5) feet in width and constructed as an integral part of the screening wall. In areas of high pedestrian traffic, as designated by the city, a six (6) foot sidewalk shall be provided. Sidewalks across bridges shall be continuous and approved safety features shall be incorporated into the design to adequately protect pedestrian traffic.

Sidewalks shall be constructed as part of the infrastructure improvements associated with the developments. Sections of sidewalk construction, at locations approved by the City, may be constructed at the time of development of adjacent lots. Instances of which sidewalk construction may be delayed include the front and side yards of residential and commercial properties where subsequent building construction would likely damage the sidewalk. The construction of sidewalks may not be delayed at street intersections, areas of existing high pedestrian traffic, across bridges and drainage locations which would not be subject to destructing during later construction such as buildings. In areas where sidewalk construction is delayed, grading shall be in full conformance with the typical section.

- (I) **Driveways.** All driveways in the City of Lewisville shall be constructed by city permit only. A permit will be granted only after due consideration of safety, traffic flow, and conflicts with existing and proposed facilities. In addition to the above, access to state controlled highways shall require State and City permits. The design or location of driveways shall be in accordance with control of access guidelines at street intersections.

**Residential driveway approaches shall follow these guidelines:**

1. Driveways will not be permitted onto any streets except residential streets.
2. All driveways must access onto alleys where alleys are constructed or will be constructed.
3. Width shall be 12 feet (minimum) and 24 feet (maximum), plus a 5 foot radii (it access is onto street) or a 5 foot flare (it access is onto alley).
4. The radius or flare point at the street or alley at any driveway shall not extend beyond the property line(s).
5. All driveway approaches shall be constructed in accordance with the City standard driveway construction details.
6. Maximum slope of a residential driveway shall not exceed 8 percent up to the right-at-way line and 14 percent beyond the right-at-way line.

Refer to Figures 33, 34 and 35 for options for front entry residential driveways over sewer service.

**Commercial driveway approaches shall follow these guidelines:**

1. Recommended widths:

One Way	15 feet plus 10 foot radii
Two Way	30 feet plus 15 feet radii

A maximum width of 35 feet plus 15 feet radii will be allowed where significant truck traffic is projected for two way access as determined by the City Engineer.

2. Maximum slope of a commercial driveway shall not exceed 7 percent up to the right-of-way line and 10 percent beyond the right-at-way line.
3. The minimum spacing (measured at inside edge of driveway to inside edge of driveway at R.O.W.) between driveways along:
  - a. Principal (P6D, P4D, C4U) arterial streets shall be 75 feet on the same platted lot, and 50 feet between adjacent lots.
  - b. Collector (C2U) streets shall be 50 feet.
4. All two-way driveways shall intersect at 90 degrees.
5. Adequate site distances and on-site maneuvering shall be available from every driveway. The parking lot and driveways shall be so designed to allow vehicles to exit the street in a forward manner; park, load and unload totally within the site, and shall enter onto the street in a forward manner. In no instance shall vehicles use street right-of-way to travel in reverse.
6. All driveway approaches shall be constructed in accordance with the City standard driveway construction details.
7. Driveways on the IH-35E Frontage Road shall meet the Texas Department of Transportation minimum requirements and must be approved by the City based on the finding that the driveway will not create a traffic safety hazard or jeopardize quality of traffic handling. Such factors as vehicular speed, existing traffic patterns, existing and proposed driveway and ramp locations, and existing and future street intersections, shall be considered.

### Driveway Permit Application

Application for a curb cut permit can be made as part of the Engineering Site Plan request or as a separate request. Driveway permit applications shall contain sufficient information to allow the city to fully assess the adequacy of the proposed driveway design. A commercial or multi-family driveway permit application for arterial and collector streets shall include, at a minimum, the following:

1. Drawn to the maximum scale of 1" = 40'.
2. The dimensions, locations and design of the driveway(s) being requested.
3. The location of any building or structure, either existing or proposed.
4. List uses on commercial lots (such as office, retail store, gas station, etc.).
5. The parking lot layout with the proposed internal circulation pattern. There shall be a minimum of 20 feet between the street and the internal traffic lane at driveway locations.
6. All existing or proposed driveways, gutters, storm sewers, manholes, fire hydrants, utility poles, service fixtures, etc., which may affect driveway operations.
7. Any existing driveways or curb cuts located on adjacent lots or lots across the street.
8. All of the geometric design features of the roadway itself, including the presence of a median, the number and width of travel lanes, the presence of a shoulder or a parking lane, etc.
9. The distances to intersecting streets.

- (J) **Turning Lanes.** Left turn lanes shall be provided on all approaches to intersections when four or six lane streets cross (as shown on the City's current Thoroughfare Plan). Left turn lanes shall also be provided along all divided streets where median openings provide access to streets; alleys or driveways.

Right turn/deceleration lanes shall be provided on all approaches to intersections where four or six lane streets cross (as shown on the City's current Thoroughfare Plan). Right turn/deceleration lanes shall also be provided at driveways to all commercial developments of five (5) acres or more. When multiple entries from different streets are proposed for a commercial development of five acres or more, and based on the projected traffic patterns of the site, staff may waive this requirement at one or more driveways.

The minimum length of left turn lanes, right turn lanes and deceleration lanes shall be 100 feet except at locations specifically identified by the City as needing less than 100 feet. All left turn lanes along divided streets at approaches to four or six lane streets shall be a minimum of 200 feet in length.

The developer shall be responsible for the dedication of all rights-of-way for the construction of all turning lanes. The City will be responsible for the construction of, right and left turn lanes at, intersections where the property is developed. The developer shall be responsible for all other construction of turning lanes at intersections where the property is undeveloped.

- (K) **Alleys.** Alleys are required in all detached and attached Single Family Residential zoning districts. Alleys may be provided in other zoning districts, but are not required in such zoning districts provided other definite and assured provisions are made for off-street maneuvering, loading, unloading and parking. Off-street maneuvering means that all vehicles shall exit the street in a forward manner; shall park, load, and unload totally within the site; and shall enter onto the street in a forward manner. In no instance shall a vehicle use street right-of-way to travel in reverse.

All interior alleys shall be a minimum of eighteen (18) feet width of right-of-way and a minimum of twelve (12) feet in width of paving; paving to be centered within the right-of-way.

All perimeter alleys to be a minimum of twenty (20) feet width right-of-way and a minimum of twelve (12) feet in width of paving.

Alleys shall be laid out so that they intersect street at 90 degrees, and be designed so that no alley curvature shall be closer than 20 feet to the point of intersection of street and alley right-of-way lines. In the event the alley and street right-of-way intersect at other than 90 degrees, as approved by granting of a variance, the required dimensions may be increased as determined by the City.

Alley turn-outs shall have paving radii of a minimum of ten (10) feet to the back of curb. The alley invert shall be no more than four (4) inches except at points of sidewalk intersection, where the maximum invert shall be three (3) inches.

Alley intersections and sudden changes in alignment shall be avoided, but where necessary, lot corners shall be cut off at least fifteen feet (15) on each tangent to permit safe vehicular movement.

All residential alley cuts shall be made onto residential streets. All commercial alley cuts shall conform to the minimum control of access distances as shown in section 2(B).

Dead-end alleys shall be avoided where possible, but if unavoidable, shall be provided with adequate turn-around facilities, as determined by the City. All alleys shall be paved and the paving shall conform to "Improvements" section of this ordinance.

Fences constructed on any lot, specifically corner lots, will be subject to, and shall conform to the visibility range requirements contained in the fence ordinance. Additional clear zone may be required by the City Engineer.

### 3. BLOCKS

The length, widths and shapes of blocks shall be determined regarding provision of adequate building sites suitable to the special needs of the type of use proposed as well as needs for convenient access, circulation, control, and safety of traffic.

Where no existing subdivision controls block lengths, Arterial blocks shall be a minimum of 660 feet and a maximum of 2,600 feet in length. Blocks in multi-family, commercial and industrial zoned developments shall be a minimum distance of 500 feet and a maximum distance of 1,800 feet.

Blocks in single family and two-family zoned developments shall not contain more than 18 platted lots on either side between intersections and shall not exceed a maximum distance of 1,800 feet. When conditions prevent the installation of streets to address block lengths, a fire control easement of 40 feet may be allowed to define the appropriate block length. One fire control easement may be used per block. No structures may be allowed within such easement.

In the event a property owner is platting only major street rights-of-way for dedication and construction, the requirements stated herein shall be met with final platting of the property into lots and blocks.

All distances specified shall be measured along the center line of the street right-of-way between the center point of street intersections.

#### 4. LOTS

All lots shall conform to the requirements of this ordinance and the City's Zoning Ordinance. Double frontage lots in residential areas shall have a front building line on both streets. Each single family or duplex lot shall adjoin a public street. Single family or Duplex lots shall not face minor and/or principal arterial streets or collector streets, and no required parking shall be allowed within the required front yard. All other lots shall adjoin a public street or may be served by an access easement. Such access easement shall meet the same minimum standards as required for a fire lane, although the easement itself may not be a required fire lane. Side lines of lots shall be approximately at right angles to straight street lines and radial to curved street lines.

In subdivisions where buildings are to be served by septic tanks, the size of lots shall be sufficiently large to accommodate adequate drainage fields and to meet the standards set forth by the Texas State Department of Health and the City of Lewisville.

No lot existing at the time of the passage of this ordinance shall be reduced in area or depth below the minimum requirements set forth herein except when such a lot is platted for a Planned Unit Development.

A lot which had construction thereon or had been platted prior to the adoption of this ordinance, which is reduced in size to less than herein required by reason of the widening of an abutting street by the City or other governmental agency, may be used for dwelling purposes. In such instance, the minimum lot area or depth requirements shall be computed on the basis of the original lot size prior to the street widening.

#### 5. EASEMENTS

- (A) **General Provisions.** Easements shall be provided for all city owned public facilities (water, sanitary sewer and storm drainage) and shown on subdivision plats. Easements across lots on rear or side lot lines shall be provided for utilities when necessary and shall be a minimum of fifteen (15) feet in width, except as otherwise provided. Where a subdivision is bounded by a watercourse, drainage way, channel or stream, there shall be provided a storm sewer easement or drainage right-of-way conforming substantially to the lines of such watercourse or of such width to provide for any future construction plus fifteen (15) feet on each side, except for open channels having a capacity of less than 500 cfs.

In situations where a City owned utility lies within its own prescribed minimum easement and a privately owned utility (electric, gas, telephone, cable) is located, underground or overhead, adjacent to and outside the City easement, it would be agreeable to the City that such easements may be mutually shared for ingress-egress and for temporary storage of equipment or materials.

In situations where two City utility systems are to be installed separately in parallel easements, the maximum width of the easements may be reduced by a combined total of five feet.

In residential subdivisions, separate easements of at least seven and one-half (7.5) feet for all other utilities, such as electric, telephone, natural gas and cable TV, shall be provided as required and where necessary.

- (B) **Water and Sanitary Sewer Line Easements.** Where a City owned underground facility (up to 12 inch diameter size) is not adjacent to a public right-of-way, and has a cover not to exceed five (5) feet, a minimum fifteen (15) foot easement shall be provided. The easement width may be reduced by five (5) feet when the facility is contiguous with a public right-of-way.

A ten (10) foot building setback is required from all pressured utility line easements. A five (5) foot building setback is required from all non-pressured utility line easements. Lots platted prior to November 20, 1989 will be reviewed by city staff on case by case basis and the setback requirements may be reduced to the extent determined practical by staff after consideration of line Site, location, depth and proposed use of the subject lot.

Refer to Table 10 (Waterline Easements) or Table 11 (Sanitary Sewer Easements) for proper easement widths for different pipe sizes at different depths of cover.

- (C) **Storm Drainage Easements.** A minimum fifteen (15) foot width shall be provided for all enclosed drainage systems (existing or proposed) for sizes up to twenty-four (24) inch diameter and a maximum five (5) foot of cover.

A five (5) foot building setback is required from all storm drainage easements, except a twenty (20) foot building setback applies to drainage easements containing an open channel. Lots platted prior to November 20, 1989 will be reviewed by city staff on case by case basis and the above requirements may be reduced to the extent determined practical by staff after consideration of line size, location, depth and proposed use of the subject lot.

Additional widths may be required depending upon the engineering design, size, depth, soil conditions and other criteria as determined by the City Engineer or his representative. See Table 12 (Drainage Easements) for determining proper widths.

**Storm Drainage Easements, Open Channels-Less Than 500 CFS**

Storm drainage easements for open channels shall be designed to the widths required to convey the 100 year design frequency flows plus an additional 15 foot width beyond the top of bank on one side to provide for maintenance equipment access. All widths shall be determined and substantiated by drainage calculations in accordance with the City of Lewisville Drainage Criteria Manual.

**Storm Drainage Easements, Open Channel-Over 500 CFS**

Not applicable (Right-of-Way required).

- (D) **Access Easements.** In lieu of street frontage, lots may be accessed by means of an access and utility easement. Such easement must be dedicated by a plat and filed with the County Clerk. Such easement must be maintained by the owners and shall in no way be the responsibility of the City. The width of such easements shall be sufficient to accommodate a minimum 24 feet of paving. The need for such easements shall be determined by following the usual platting process established in the Development Ordinance.

- (E) **Slope Easements.** Slope easements or extension of parkway cross slopes (3%) shall be required in areas of new development, where significant earth (cut or fill) slopes extend into private property beyond street right-of-way lines. These slopes are required for the stability of the roadway sections, effective erosion control, drainage, and maintenance. At developer's option, either of the following alternates shall be followed:

1. The slope easement width will be determined as follows:

HEIGHT OR FILL OR CUT (FEET)	MAXIMUM SLOPE RATE	SLOPE EASEMENT REQUIRED
0 - 3.0	3H:1V	None
3.1 - 10.0	3H:1V	From R-O-W line to limit of slope
10.1 - 15.0	4H:1V	From R-O-W line to limit of slope
Over 15.0 feet to be determined by City from Right-Of-Way line to the limit of slope		

2. Other maintenance-free slope protection methods (e.g. Concrete rip-rap, retaining walls, etc.) may be utilized for slopes steeper than 3:1.

- (F) **Parkway Cross Slope Extension.** The parkway cross slope (3%) shall be extended an additional ten (10) feet beyond the right-of-way line to the hinge point of the slope for cut or fill slopes in excess of three (3) feet in height. No easements or additional right-of-way will be required. The additional parkway and cut or fill slope shall be landscaped as required to equal the adjacent public parkway in accordance with the landscaping requirement of this ordinance.

- (G) **Fire Hydrant and Water Meter Easements.** A blanket easement of a three (3) foot radius from the center point of all fire hydrants and a two (2) foot radius from the center point of all other appurtenances (fire hydrant valves, water meters, meter boxes) shall be granted to the City, for each platted lot in the City. This blanket easement shall be noted on the final plat and will be used for the purpose of constructing, reconstructing, inspecting and maintaining the above named appurtenances.

- (H) **Construction Easements.** The developer, at his own cost, shall be responsible for obtaining appropriate temporary construction easements or letters of agreement from adjacent property owners for the proper construction of streets, drainage, water and sewer facilities and provide such documentation to the City.

# STREET DESIGN CRITERIA

STREET CLASSIFICATION					
	RESIDENTIAL	COLLECTION (UNDIVIDED)		PRINCIPAL ARTERIAL (DIVIDED)	
NO. OF LANES	2	2	4	4	6
WIDTH OF PAVEMENT	31' (B-B)	37' (B-B)	49' (B-B)	25' (B-B) EACH DIRECTION	37' (B-B) EACH DIRECTION
R.O.W. WIDTH	50'	60'	80'	100'	120'
DESIGN SPEED (MPH)	25	30	40	50	50
MAXIMUM DEGREE OF CURVATURE/OR MINIMUM RADIUS FOR DESIGN (CENTER LINE): (NORMAL CROWN)	19°/300* <sup>*</sup>	13°/428* <sup>*</sup>	7°/821* <sup>*</sup>	4°/1389* <sup>*</sup>	4°/1389* <sup>*</sup>
MEDIAN WIDTH	---	---	---	25'	23'
PARKWAY WIDTH	9.5'	11.5'	15.5'	12.5'	11.5'
MEDIAN OPENING SPACING	---	---	---	400' - 600* <sup>**</sup>	400' - 600* <sup>**</sup>
STREET INTERSECTION RADIUS (CURB)	25'	25'	30'	35'	35'
CORNER CLIP R.O.W. DEDICATION	7.5' X 7.5'	7.5' X 7.5'	9.5' X 9.5'	10.5' X 10.5'	10.5' X 10.5'

NOTES: THE ABOVE DESIGN STANDARDS ARE CONSIDERED TO BE MINIMUM. OTHER DESIGN ELEMENTS SUCH AS STOPPING SIGHT DISTANCE, SUPERELEVATION, GRADES, ETC., SHALL BE USED IN DESIGN WHENEVER APPROPRIATE AS DICTATED BY GOOD ENGINEERING PRACTICE.

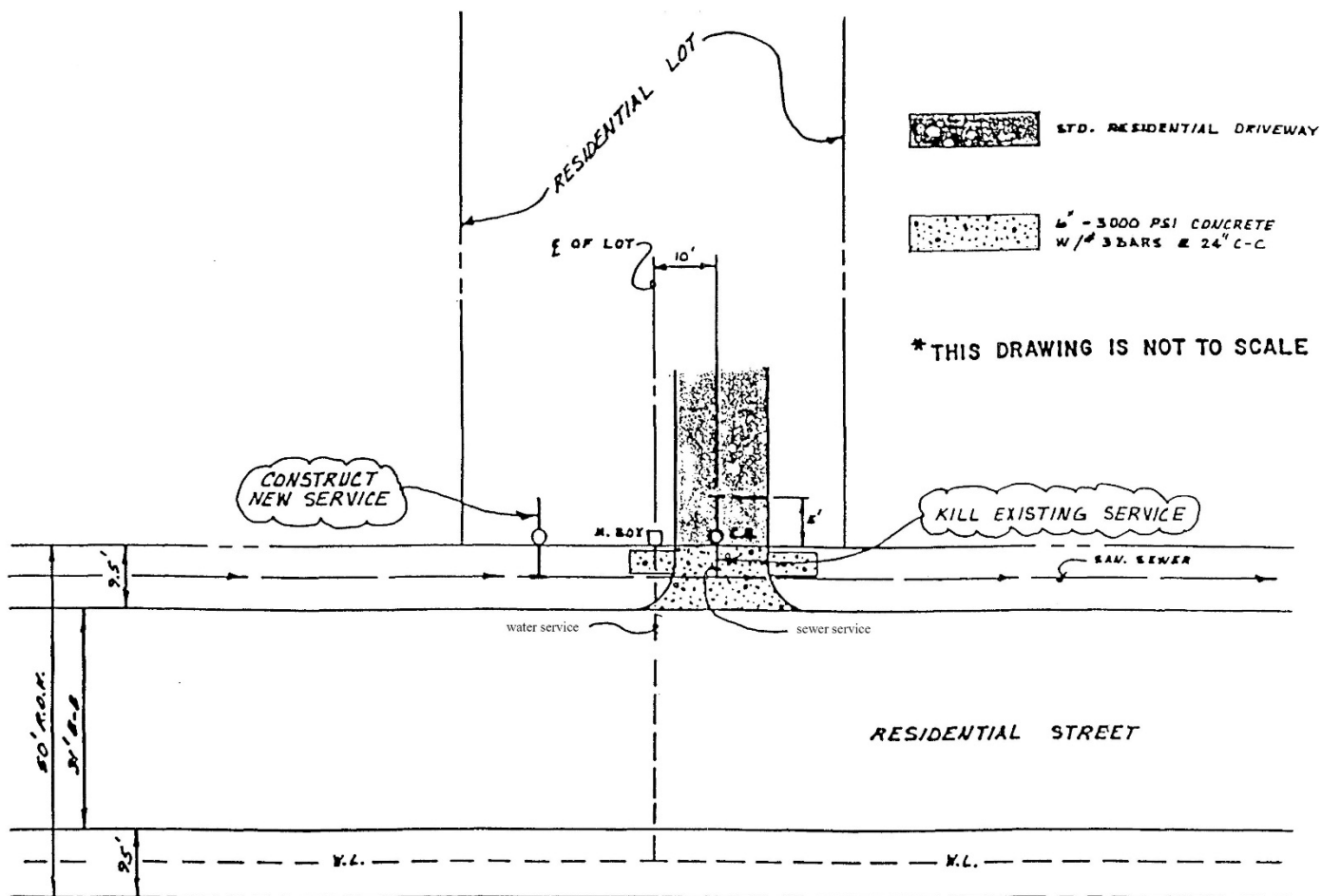
ADDITIONAL RIGHT-OF-WAY WILL BE REQUIRED AT MAJOR INTERSECTIONS FOR LEFT OR RIGHT TURN LANES (IF REQUIRED) TO MAINTAIN TRAFFIC VOLUME CAPACITIES THROUGH THE INTERSECTION.

ADDITIONAL RIGHT-OF-WAY WILL BE REQUIRED FOR ACCELERATION OR DECELERATION LANES WHERE APPROPRIATE.

\* UNDER SPECIAL CONDITIONS. THE CITY ENGINEER WILL DETERMINE THE MAXIMUM DEGREE OF CURVATURE.

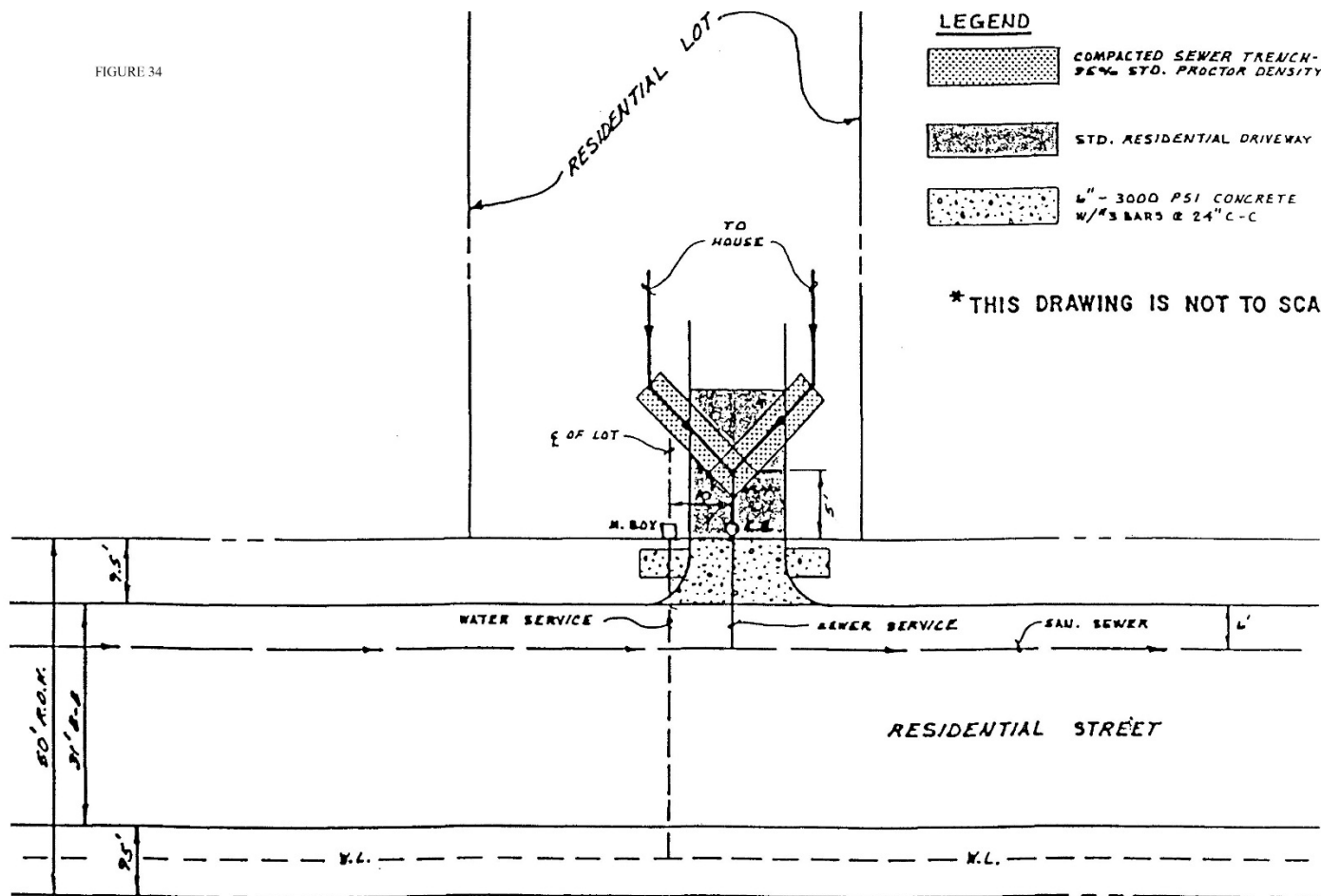
\*\* MINIMUM MEDIAN OPENING SPACING BASED ON TRAFFIC VOLUMES AND TURNING MOVEMENTS. USE 600' MINIMUM WHERE TRAFFIC SIGNALS MAY BE NEEDED. EXACT MINIMUMS WILL BE REVIEWED ON A CASE BY CASE BASIS.

# FRONT ENTRY RESIDENTIAL DRIVEWAY OVER SEWER SERVICE LINE - "OPTION 1"






# FRONT ENTRY RESIDENTIAL DRIVEWAY OVER SEWER SERVICE LINE - "OPTION 2"

FIGURE 34



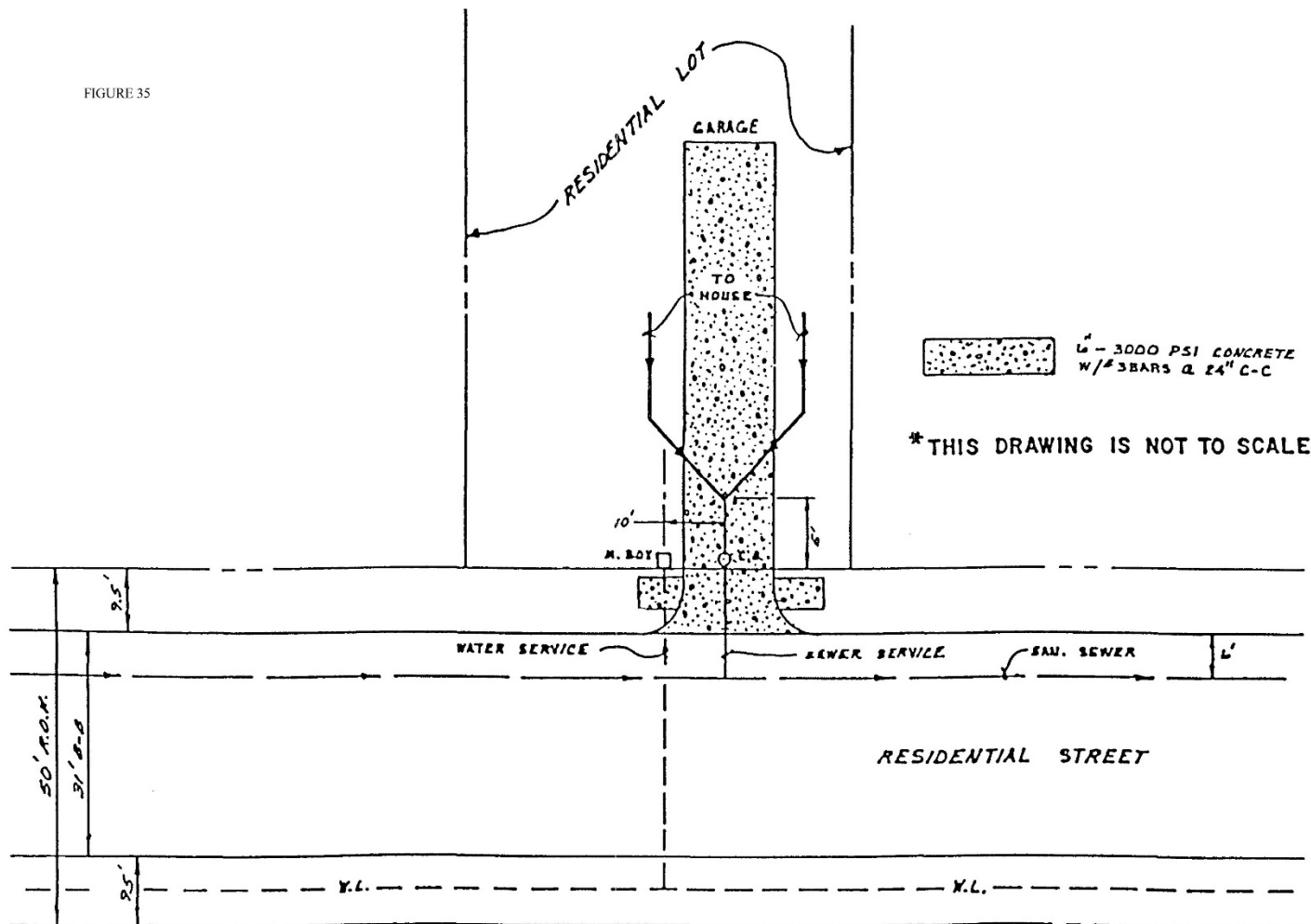
**LEGEND**

-  COMPACTED SEWER TRENCH - 95% STD. PROCTOR DENSITY.
-  STD. RESIDENTIAL DRIVEWAY
-  4" - 3000 PSI CONCRETE W/#3 BARS @ 24" C-C

\* THIS DRAWING IS NOT TO SCALE

# FRONT ENTRY RESIDENTIAL DRIVEWAY OVER SEWER SERVICE LINE - "OPTION 3"

FIGURE 35



# RESIDENTIAL ALLEY(S) INTERSECTION (90°) DETAIL

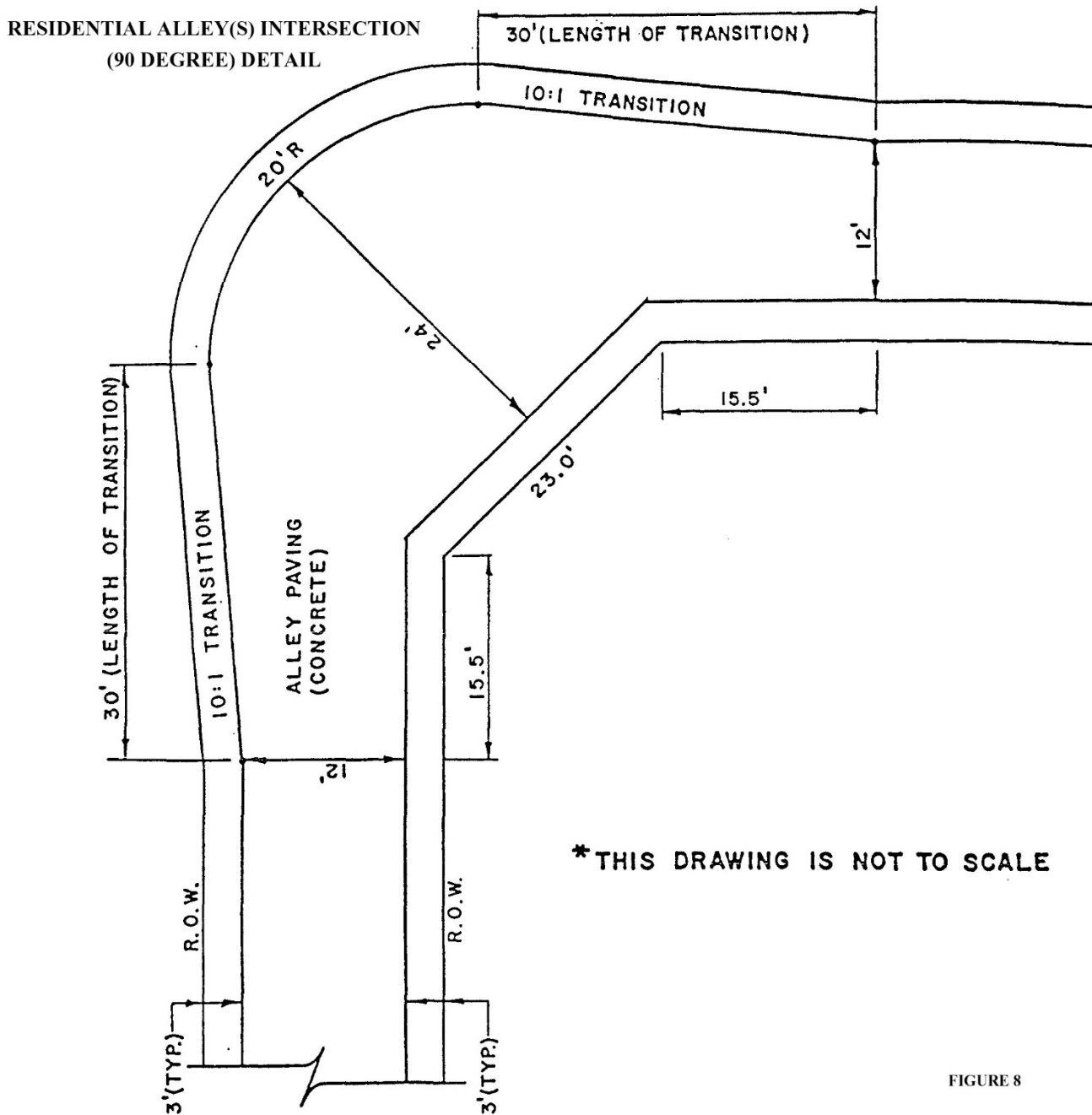
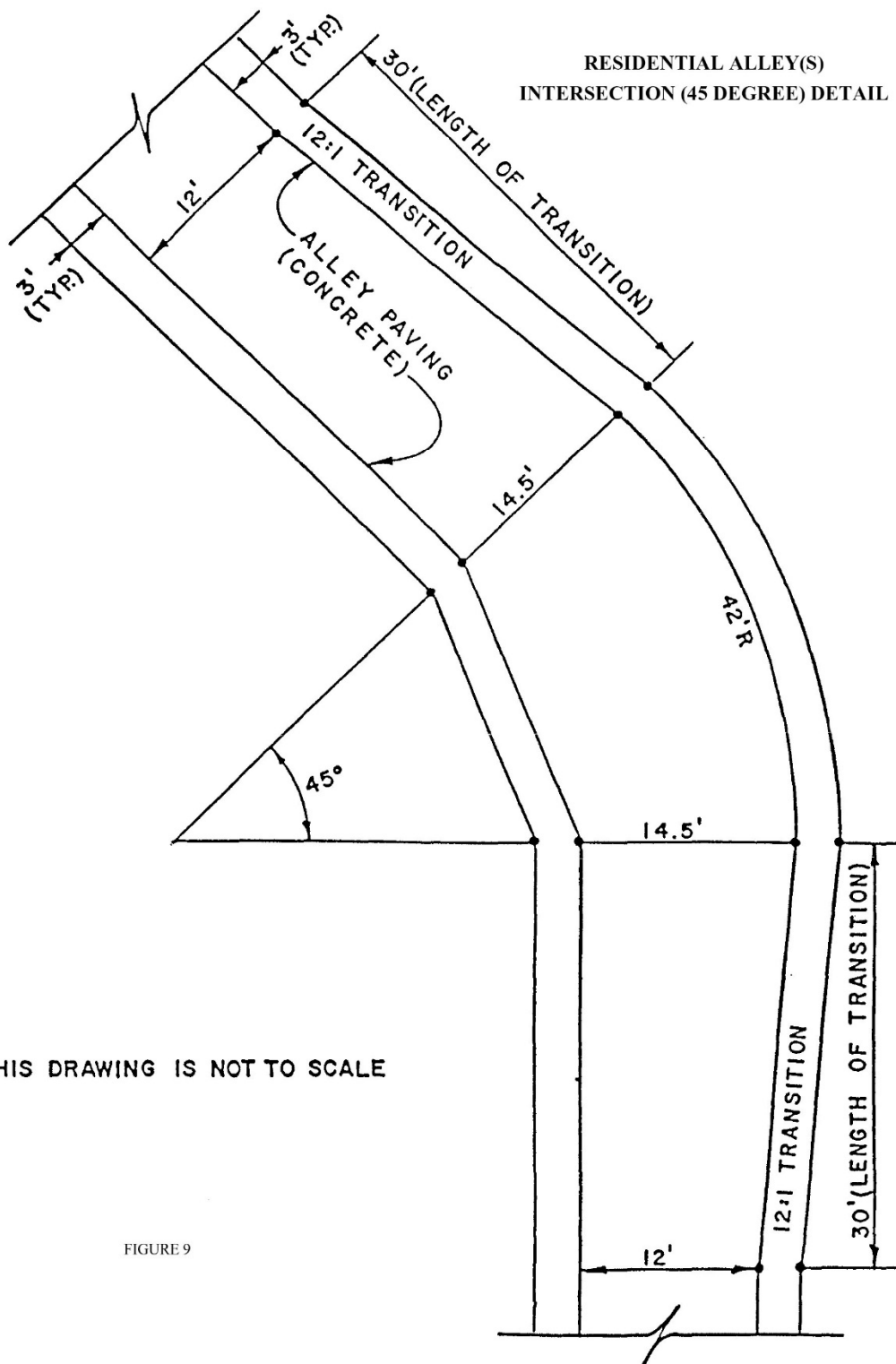


FIGURE 8

### RESIDENTIAL ALLEY(S) INTERSECTION (45°) DETAIL



\* THIS DRAWING IS NOT TO SCALE

FIGURE 9

## WATERLINE EASEMENTS

PIPE SIZE	MINIMUM DEPTH OF COVER	MAXIMUM DEPTH OF COVER	MINIMUM WIDTH OF EASEMENTS
6" - 12"	3.5'	5.0'	15'
14" - 20"	4.0'	6.0'	20'
24" - 48"	4.5'	7.0'	25'

NOTE: WIDTH(S) MAY BE REDUCED BY 5 FEET WHEN THE EASEMENT IS CONTIGUOUS WITH STREET RIGHT(S)-OF-WAY.

## SANITARY SEWER EASEMENTS

PIPE SIZE	MINIMUM DEPTH OF COVER	MAXIMUM DEPTH OF COVER	MINIMUM WIDTH OF EASEMENTS
6" - 12"	5.0'	6.0'	15'
15" - 21"	5.0'	9.0'	20'
24" - 36"	5.0'	12.0'	25'
39" - 48"	5.0'	15.0'	35'

NOTES: FOR EACH ADDITIONAL 2 FEET OF COVER, ADD 5 FEET TO EASEMENT WIDTHS.

WIDTHS MAY BE REDUCED BY A MAXIMUM 5 FEET, WHEN THE EASEMENT IS CONTIGUOUS WITH STREET RIGHT(S)-OF-WAY.

AN ADDITIONAL 5 FEET MAY BE REDUCED AS CONDITIONS WARRANT AND AS DETERMINED BY CITY.

## DRAINAGE EASEMENTS (Enclosed System)

PIPE SIZE	MINIMUM DEPTH OF COVER	MAXIMUM DEPTH OF COVER	MINIMUM WIDTH OF EASEMENTS
18" - 24"	★★	5.0'	15'
27" - 48"	★★	7.0'	20'
54" - 72" ★	★★	8.0'	25'

NOTES:

\* FOR PIPES LARGER THAN 72" (DIAMETER) EASEMENT WIDTH(S) WILL BE DETERMINED BY THE CITY ENGINEER, BASED ON DESIGN CONDITIONS.

\*\* MINIMUM DEPTH IS CONTROLLED BY HYDRAULIC GRADE LINE REQUIREMENTS. (HYDRAULIC GRADE LINE TO BE NO CLOSER THAN 1.5' FROM SURFACE PER DESIGN MANUAL.)

FOR EACH ADDITIONAL 2 FEET OF COVER, ADD 5 FEET TO EASEMENT WIDTH(S).

WIDTH(S) MAY BE REDUCED BY 5 FEET WHEN THE EASEMENT IS CONTIGUOUS WITH STREET RIGHT(S)-OF-WAY.

AN ADDITIONAL 5 FEET MAY BE REDUCED AS CONDITIONS WARRANT AND AS DETERMINED BY CITY.

## 6. DRAINAGE

- (A) **General Provisions.** The design, size, type and location of all storm drainage facilities in the City of Lewisville shall be in accordance with the City Drainage Criteria Manual requirements. The developer and his engineer shall bear total responsibility for the adequacy of design. The approval of a given drainage facility in no way relieves the developer of his responsibility. All storm drainage structures and improvements shall be designed for the case of ultimate watershed development. Prior to any channel improvement or storm water detention design, the office of the City Engineer shall be consulted regarding preferred flood control strategies for the watershed of interest.

Drainageways and/or floodways for all open channels and creeks where the accumulated storm runoff is more than 500 CFS shall be dedicated to the City, except in non-residential areas where the property owner is to maintain the channel as approved by the City. The width of the drainage right-of-way will be determined by the City on a case-by-case basis. Right(s)-of-Way(s) shall encompass all areas having a ground elevation below the higher of one foot above the water surface elevation associated with the design flood or the top of the high bank or channel edge. In all cases, the right-of-way shall also include at least a 15-foot wide maintenance strip along both sides of the channel or, if the Community Development Department so allows, at least a 20-foot wide maintenance strip along one side of the channel. Streets, alleys, bike paths, etc., alongside the channel can serve as all or part of the maintenance right-of-way. Drainage right(s)-of-way for flumes shall be located with sufficient width to permit future maintenance accessibility, and in no case shall be less than 20 feet wide.

All drainage outfalls into the City-maintained drainage rights-of-way/creeks shall be designed to discharge at the flow lines of creeks. The design shall include proper erosion control measures and velocity controls. No discharges will be permitted near the tops of creek banks. Only pipe outfalls (no flumes) will be allowed in the City-maintained drainage rights-of-way. Creek banks disturbed during the construction of storm sewer outfalls shall be properly restored, compacted, seeded and/or sodded to the satisfaction of the City's P.A.L.S. Department. It is recommended that the owners/developers conduct a field meeting with parks department staff during preliminary plat/preliminary engineering stage to identify the locations for proposed drainage outfalls. It shall be the owner's/developer's responsibility to remove trash, debris, fallen trees, etc., and to restore and repair creek banks prior to the dedication of drainage rights-of-way and acceptance of the subdivision.

All drainage structures or improvements in the City of Lewisville shall be designed to properly accommodate the runoff from a storm event of 100-year frequency.

If a site discharges more than 2 CFS of storm water over the right-of-way at each drive approach, an onsite storm drainage system shall be required for connection to an existing public storm sewer system, if public storm sewer is available near the site and has the capacity to handle the 100-year future discharge.

A storm drainage system, if available, will be required to be connected into a public storm sewer system available near the site and capable of handling the 100 year future discharge.

If the public storm sewer system has inadequate capacity for 100 year storm discharges, the developers have the following design option:

**Option A:** To upgrade the public storm sewer system to accommodate the 100 year storm discharges from their site as well as any offsite future 100 year discharges upstream of their property, at their own expense. The City may participate in these costs subject to availability of funds (up to a maximum of 50%).

**Option B:** To design their onsite storm sewer system for a total runoff to include: a) 100-year onsite developed runoff, b) 100 year offsite drainage coming into the property under existing (undeveloped) conditions. The resulting excess discharges (above the capacity of public system) shall be retained or detained onsite, to reduce peak runoff so the existing public drainage system will not be overloaded. Article 5.4.3. of the City's Comprehensive Drainage Study lists several alternatives on how to provide retention or detention system.

Downstream development(s) that have exercised Option B will be protected from upstream development(s) by the City (within their own jurisdiction) by enforcing the same option on them to provide retention or detention for their discharges in excess of pre-development conditions.

(B) **Drainage Design of Storm Sewer Systems Based on Discharge.** The drainage system design shall be based on the following criteria:

1. An enclosed storm sewer shall be provided in all areas where the quantity of the accumulated storm run-off does not exceed two hundred (200) CFS
2. In drainage courses where the accumulated storm run-off is more than two hundred (200) CFS and less than five hundred (500) CFS either an enclosed storm sewer system or a concrete line channel shall be constructed.
3. In drainage courses where the accumulated storm run-off is more than five hundred (500) CFS, the drainage improvements may be either an enclosed storm sewer system, a concrete line channel or a composite channel. The composite channel design shall consist of a concrete channel bottom of a minimum 12 foot width and concrete slope paving along both sides of the channel to the limits of a 10 year design frequency. This provision does not apply when no improvements to the drainage course is proposed and the channel is left in its natural state.
4. All streets shall be protected from flooding in accordance with this General Development Ordinance and the City's Drainage Criteria Manual. Inlets shall be provided along all streets at maximum spacings of six hundred (600) feet. The maximum gutter flow from a high point on any street to the first inlet shall be six hundred (600) feet.

(C) **Criteria For Filling In A Floodplain.** An area of special flood hazard is defined as the land in the floodplain within a community subject to a one (1) percent or greater chance of flooding in any given year. This area has been identified by the Federal Emergency Management Agency (FEMA) on its Flood Insurance Rate Map, Community No. 480195, dated October 18, 1988. On water courses not covered by the FEMA Flood Insurance Rate Map (FIRM), the special flood hazard area shall be determined by an appropriate floodplain analysis. The results of such an analysis must be reviewed and accepted by the office of the City Engineer prior to design.

All construction or construction-related activity which is proposed to take place in a special flood hazard area shall be subject to the conditions of Ordinance 1330, 1345, and 1415 and any amendments thereto, of the City of Lewisville. A Development Permit is required to ensure conformance with the provisions of these ordinances. In addition, the following specifications shall also be observed:

1. There shall be no increase in the 100 year water surface elevation on any property upstream, downstream, or on the opposite bank (unless developer owns both banks) from the proposed site caused by construction activity in the floodplain. The floodplain may be altered only to the extent permitted by equal conveyance reduction on both sides of channel. The property owner/developer shall be required to provide technically acceptable proof (such as a backwater analysis) that this restriction has not been violated.
2. Any increase in mean stream flow velocity shall be limited so as not to exceed the open channel velocity limitations delineated in Section 7 of the Drainage Criteria Manual. In addition, there shall be no increase in erosional activity on any property upstream, downstream, or on the opposite bank from the proposed sites caused by construction activity in the floodplain. The owner or developer shall be required to provide technically acceptable proof (such as backwater analysis) that this restriction has not been violated.
3. The toe of any fill slope shall parallel the direction of flow.
4. Maximum unreinforced fill slope shall be 3: 1 unless approval for a steeper grade is received from the office of the City Engineer. Vertical walls, terracing, and other slope treatments will be acceptable subject to approval of construction plans by the office of the City Engineer.

(D) **Required Technical Information To Be Submitted For City Review.** The engineer shall be required to submit for city review appropriate hydraulic and hydrologic design calculations and technical information. This includes at a minimum:

DRAINAGE STRUCTURE TYPE	REQUIRED SUBMITTAL
Open Channels	All information delineated in Section 7 of the Design Manual
Culverts	All information delineated in Section 8 of the Design Manual
Storm Sewers (including inlets)	All information delineated in Sections 5 and 6 of the Design Manual
Storm Waters Storage Facilities	All information delineated in Section 9 of the Design Manual

Construction in a Flood Hazard Zone	Hydraulic calculations and/or computer runs providing no increase of flood elevation or erosional activity on neighboring property.
	Landscaping plan specifying plans for erosion control on cut and fill slopes and restoration of excavated areas.
	Information required under Ordinance 1330 (Flood, Damage Prevention Ordinance) relating to the issuance of a Development permit.

The Office of the City Engineer may require additional technical backup information.

(E) **Requirements For Drainageway/Floodway As Part Of City Park System.** Where the City has designated a floodway or floodplain as a dedicated drainageway or part of the City Park system, the following shall be provided:

1. Parallel streets fronting along the park or dedicated drainageway;
2. Cul-de-sacs which provide public access fronting on the park; and,
3. Loop streets which provide public access fronting on the park. In all cases, the Parks and Recreation Board shall have the right to review and approve the proposed street alignment fronting on City Parks and shall in cases where the alignment is unsatisfactory, negotiate a satisfactory alignment with the Developer and the City Engineer.

## 7. WATER LINES.

(A) **General Provisions.** This section deals with general requirements for water line construction in the City of Lewisville. All water lines shall be sized and designed in accordance with the City Water Distribution System Plan. All construction shall be in accordance with City standard specifications and construction standards. Other pertinent requirements for water connections, oversizing, main extensions, backflow and cross connections, water restrictions, conservation, impact fee and other water related fees are included in the Water and Sewer Regulations Ordinance. The Texas Department of Health, Texas Water Commission, and the Environmental Protection Agency must be consulted for their regulations and specifications, where required.

(B) **Water Main Categories.** Water lines in the City of Lewisville are categorized as:

1. Distribution Lines- sizes 6 inches through 14 inches (nominal diameter).
2. Transmission Lines- sizes 16 inches through 48 inches or over (nominal diameter).

Distribution lines shall be of sufficient size to provide adequate water for potable and fire protection needs. Transmission line sizes are as shown on the City Water Distribution System Plan.

The City Water Distribution System Plan may be periodically revised to meet the current demands as well as future needs as development occurs.

(C) **Water Line Requirements.** The Waterline Requirements Table of this section provides the basic water line requirements. These requirements are considered minimum.

The owner/developer shall be required to install at his own expense, all water lines up to twelve (12) inch size, including all engineering costs. It shall be the developer's responsibility to determine the demand of the subject development. All off-site water mains required to connect service to the subdivision shall be installed at the expense of the developer up to twelve (12) inches. The owner shall also be responsible for obtaining easements, when required, from other property owners for off-site water main connections.

All water lines shall be designed to complete a looped system to avoid dead-end lines. Valves shall be placed at or near the ends of mains in such a manner that a shutdown can be made for a future main extension without causing a loss of service on the existing main.

Valve and fire hydrant spacing as shown on the Waterline Requirements Table is considered minimum. Additional valves and fire hydrants may be required as determined by the City.

All water mains shall be installed within street right(s)-of-way or within waterline easements. All waterlines shall be shown on plan and profile view of construction drawings. Waterlines may not be located in easements in the rear yard of any single family residential lot. Should a line exist in an easement prior to rezoning of the property for single family residential use or prior to development of the property as single family residential, then the existing line shall be either relocated to a City right-of-way at developer's cost, or the existing easement shall be dedicated to the City as right-of-way.

Waterline crossings at all street intersections (except service connections) shall be encased either in a concrete or steel encasement pipe (class, length and size as determined by the City). Valves may be required at both ends at street crossings, if the crossing is utilized for both domestic service and fire protection needs.

Waterline crossings at existing streets in an established neighborhood would be required to be dry-bored with encasement requirements at street intersections and none at mid-block or between intersections.

All service lines shall be installed for each lot, with a suitable marker placed at the point of stubout for reference in advance of street paving, sidewalk construction or any other item of street construction. Service lines shall be provided with a corporation at the main and an angle meter stop at the property line. A suitable reference marked 'W' (minimum letter height of two inches) shall be stamped on top of a curb, or on pavement where there is no curb.

Service connections will not be permitted on transmission mains or fire hydrant leads unless authorized by the City.

Meter boxes shall be located within a two (2) foot radius blanket easement on private property.

(D) **Water Line Materials.** All water line materials (pipes and fittings) shall conform with AWWA standards.

1. Water lines of twelve (12) inches (nominal) or less in diameter shall be one of the following:
  - a. Ductile iron pipe, cement lined, bituminous coated, class 50 with polyethylene encasement.
  - b. P.V.C. AWWA standard C900 class 150 (D.R. 18).
2. Water lines fourteen (14) inches (nominal) diameter or above shall be one of the following:
  - a. Ductile iron pipe, cement lined, bituminous coated class 50, with polyethylene encasement.
  - b. Reinforced concrete cylinder pipe (RCCP) AWWA standards C303.
  - c. Pre-stressed concrete pressure pipe, AWWA standard C301.
3. Fittings shall be either gray or ductile cast iron and shall be cement lined inside and bituminous coated on the outside. Fittings for reinforced concrete cylinder pipe shall be specially manufactured in accordance with AWWA standards.

(E) **Backflow Devices.** Approved Double Check Detector Check Valves must be installed on all privately maintained fire lines, at locations approved by the City.

Requirements for backflow devices other than fire lines are governed by the Backflow Prevention Ordinance and the Water and Sewer Regulations Ordinance of the City of Lewisville.

(F) **Booster Pump Stations.** The City of Lewisville will operate and maintain only those booster pump stations and force mains which serve the public. Booster pump stations and force mains serving private developments shall be privately maintained.

(G) **Oversizing and Extensions.** The City of Lewisville may elect to oversize certain mains as required or as depicted in the current Water Distribution System Plan. The City of Lewisville will participate on lines greater than 12" (inches) if the demand of the project is less than or equal to a 12 inch line capacity, and the line is depicted on the Water Distribution System Plan.

If a development requires lines exceeding 12" (inches) to service the area, the City of Lewisville may participate in the oversizing above the size needed to supply the development.

If a project requires the City of Lewisville participation, and if City of Lewisville funds are available, the developer, owner, builder, or applicant shall design the project and submit the approved plans for bidding by the City of Lewisville. If City of Lewisville funds

are not available, the developer may design and construct the project subject to an agreement for connection and reimbursement. SEE: Water and Sewer Regulations Ordinance.

Water extensions outside the City of Lewisville will not be granted to private entities. Water extensions outside the City of Lewisville may be granted to neighboring municipalities or governmental entities as approved by the City of Lewisville City Council.

- (H) **Meter Requirements.** Each connection to service individual or multiple spaces or structures shall be metered by an approved device. Meters between 5/8"(inches) and 2"(inches) shall be purchased through the City of Lewisville (See Water Connection Fee Ordinance).

Meters greater than 2" shall be purchased by the developer, builder, owner, or applicant and dedicated to City of Lewisville. Installation of meters greater than 2" shall be approved by the City of Lewisville. Procedures to obtain a meter and service is described within the Water and Sewer Regulations Ordinance.

All meters shall be dedicated to the City of Lewisville except devices classified as private and utilized for sub-metering.

All meters, backflow device boxes, and valves shall be required and approved by the City of Lewisville.

Temporary water service for all water requirements shall be metered by a Department of Public Services Temporary Meter, excluding the water necessary for flushing and disinfection purposes. Procedures for obtaining a temporary meter is addressed in the Water and Sewer Regulations Ordinance.

## WATERLINE REQUIREMENTS

WATER LINE	MINIMUM DEPTH OF COVER	MAXIMUM DEPTH OF COVER	MINIMUM DOMESTIC TAP SIZE	MAXIMUM DOMESTIC TAP SIZE	MAXIMUM VALVE SPACING	MAXIMUM RESIDENTIAL HYDRANT SPACING	MAXIMUM COMMERCIAL HYDRANT SPACING	FIRE HYDRANT PAINT (COLOR)
6"	42"	60"	3/4"	1"	500'	1,000'	N/A	RED
8"	42"	60"	3/4"	2"	500'	1,000'	600'	BLUE
10"	42"	60"	3/4"	3"	500'	1,000'	600'	GREEN
12"	42"	60"	3/4"	6"	500'	1,000'	600'	GREEN
14"	42"	60"	3/4"	6"	500'	1,000'	600'	GREEN
16"	48"	72"	6"	---	750'	1,000'	600'	YELLOW
20"	48"	72"	6"	---	750'	1,000'	600'	YELLOW
24"	54"	84"	12"	---	1,000'	1,000'	1,000'	YELLOW
30"	54"	84"	12"	---	2,000'	1,000'	1,000'	YELLOW
36"	54"	84"	12"	---	2,000'	1,000'	1,000'	YELLOW
42" OR LARGER	54"	84"	12"	---	2,000'	1,000'	1,000'	YELLOW

NOTES: MAXIMUM RESIDENTIAL FIRE HYDRANT SPACING SHALL BE 1,000' AND COMMERCIAL HYDRANT SPACING NO MORE THAN 600',

DISTRIBUTION WATER MAINS SHALL BE 6" THRU 14", TRANSMISSION WATER MAINS SHALL BE 16" OR LARGER.

### 8. FIRE PROTECTION

- (A) **General Provisions.** The Fire Marshal of the City of Lewisville will review all plans' and specifications of all proposed commercial and residential developments in the City and will determine whether or not adequate fire protection may be afforded the building or buildings situated or proposed to be situated on such property with existing or proposed fire hydrant and water lines.

If, in the opinion of the Fire Chief, adequate fire protection requires additional fire hydrants and water lines to serve proposed developments, he will direct the owner of the property, in writing, to locate at pre-designated positions on the property a fire hydrant or hydrants and adequate water lines to provide adequate fire protection at the owner's own expense. The location and number of fire hydrants and water lines shall be situated as to afford adequate fire protection to all buildings located or proposed to be located on the property. Such installation to be completed in such reasonable period of time as the Fire Chief may direct.

(B) **Fire Hydrant Specifications and Coverage Requirements.**

**Commercial or Industrial Areas.**

Fire hydrants shall be located no more than a 500 foot truck lay and 500 foot radius to all points of any structure or combustible storage area on the lot.

Fire hydrants located on the opposite side of a street, designated as four lane or larger on the current City Thoroughfare Plan, shall not be considered acceptable for meeting hydrant coverage requirements.

Fire hydrants shall be positioned to allow trucklays to follow normal traffic access to the site.

**Residential Areas.**

Fire hydrants shall be placed on block corners or near the center of the block to place every structure within a 500' truck lay and 500' radius from fire hydrant coverage.

Fire hydrants located on the opposite side of a street, designated as four lane or larger on the current City Thoroughfare Plan, shall not be considered acceptable for meeting hydrant coverage requirements.

Fire hydrants shall be positioned to allow trucklays to follow normal traffic access to the site.

(C) **Fire Hydrant Specifications.**

All fire hydrants must meet required City of Lewisville Standard Fire Hydrant Specifications.

1. All fire hydrants shall have one (1) 4.5" pumper nozzle and two (2) 2.5" hose nozzles with the City's standard threads; shall have a main barrel valve opening of not less than 5.25"; shall be placed on mains of not less than 6" in diameter. Six inch (6") gate valves shall be placed on all fire hydrant leads. All fire hydrants shall have a valve at the main with flange to flange fittings.
2. All fire hydrants shall be of a "break-away" design in accordance with City of Lewisville Standard Fire Hydrant Specifications.
3. Each hydrant shall have a minimum of two primer coats. The final coat of paint on the body of all hydrants shall be a silver color of an approved aluminum paint. The top and outlet caps of all fire hydrants shall be painted by the developer with a machine implement paint or approved equal, in accordance with the size of the line constructed.
  - (a) 6 inch line - red
  - (b) 8 inch line- blue
  - (c) 10-14 inch line - green
  - (d) 16 inch or larger - yellow

(D) **Fire Protection Distribution Systems.** Water distribution systems shall be of sufficient size to provide adequate water for fire protection to the development and shall conform to the City's Master Water Distribution Plan.

**Residential Areas.**

**Sizes and Allowable Dead End Lengths.** In residential areas the minimum water line size shall be 6". Dead end lines over 300' and up to 600' in length shall be 8" minimum. Dead end lines over 600' in length will not be allowed. Dead end lines shall terminate at a fire hydrant which shall be installed for maintenance purposes and may not necessarily be considered for fire hydrant density as required. Flush hydrants may be installed in lieu of hydrants at terminating points of dead end lines for maintenance purposes only.

**Valves.** Additional isolation valves may be required to be installed depending upon the configuration of the system as determined by the City.

**Construction Standards.** All water line construction shall conform to construction standards located elsewhere in this ordinance.

**Commercial Areas.**

**Sizes and Allowable Dead End Lengths.** In commercial areas the minimum water line size shall be 8". Dead end lines over 300' and up to 600' in length shall be 10" minimum. Dead end lines over 600' in length will not be allowed. Dead end lines shall terminate at a fire hydrant which shall be installed for maintenance purposes and may not necessarily be considered for fire hydrant density as required. Flush hydrants may be installed in lieu of hydrants at terminating points of dead end lines for maintenance purposes only.

**Water Line Requirements For Fire Protection.** The owner developer shall choose from a nine (9) option menu to provide either a public or private water line distribution system for fire protection. The menu is located at the end of this section.

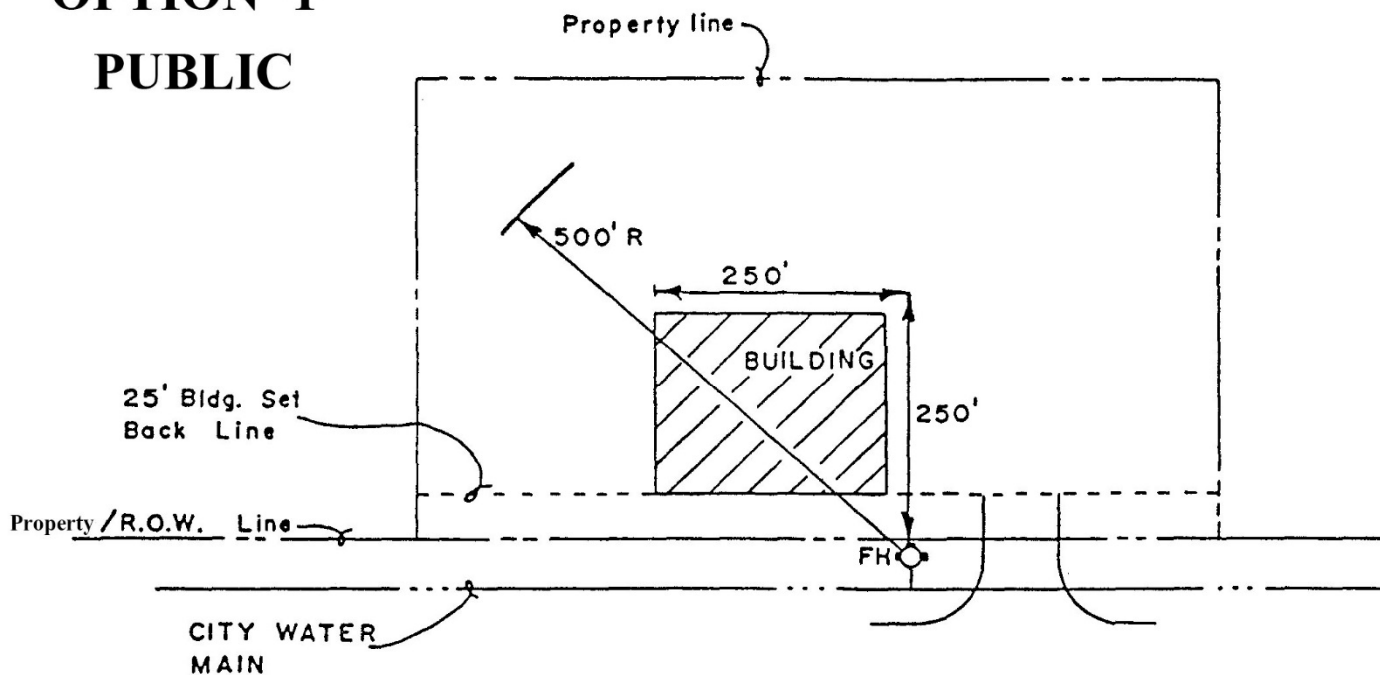
Perpendicular crossings of underground public water lines may be allowed under driveways and sidewalks to provide protection/domestic service to the site. All crossings shall meet construction standards applicable with all provisions of this ordinance.

**Valves.** Additional isolation valves may be required to be installed depending upon the configuration of the system as determined by the City.

**Construction Standards.** All water line construction shall conform to construction standards located elsewhere in this ordinance.

OPTION '1' (PUBLIC)

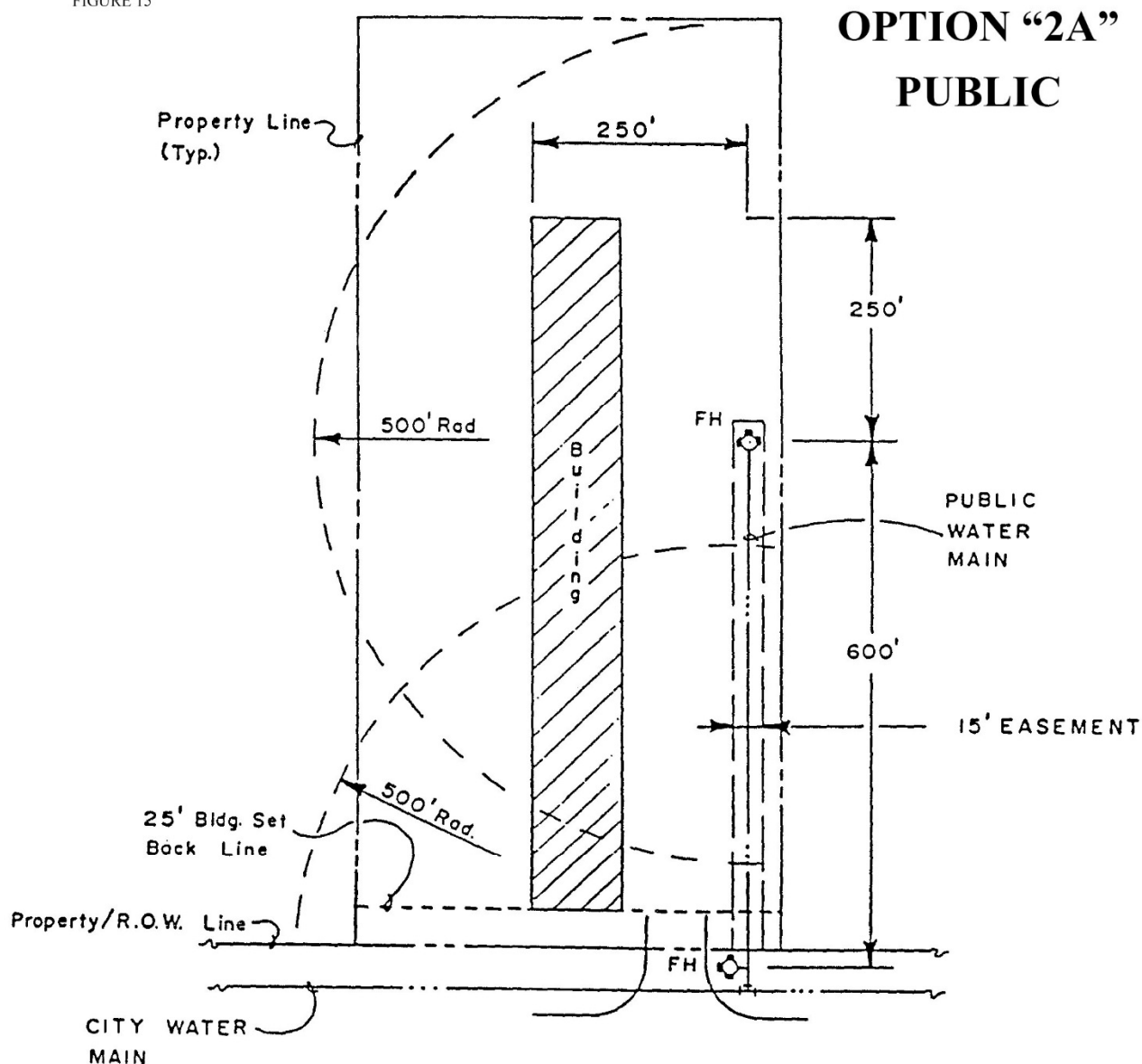
**OPTION '1'**  
**PUBLIC**



Option '1' will provide a 500' radius and 500' truck lay to all points of the structure. Fire hydrants located on an existing city main will be taken into consideration under this option.

OPTION '2A' (PUBLIC)

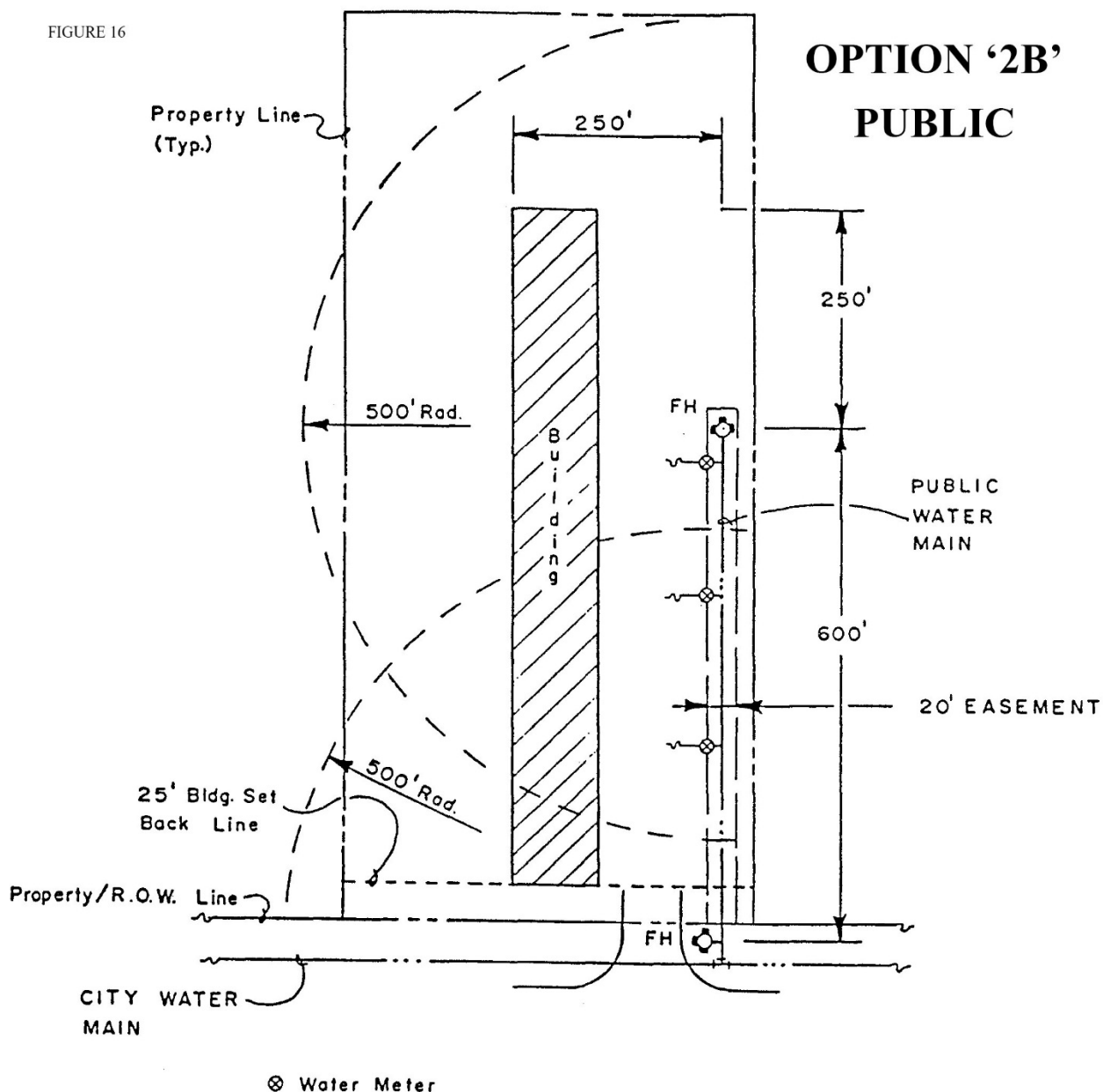
FIGURE 15



On-site dead end fire protection lines may not exceed 600' in length to provide fire protection within a 500' radius and 500' truck lay to all points of the structure. Option "2A" provides a public fire protection line in a 15' restricted easement that can have "grass only" within the restricted easement.

OPTION '2B' (PUBLIC)

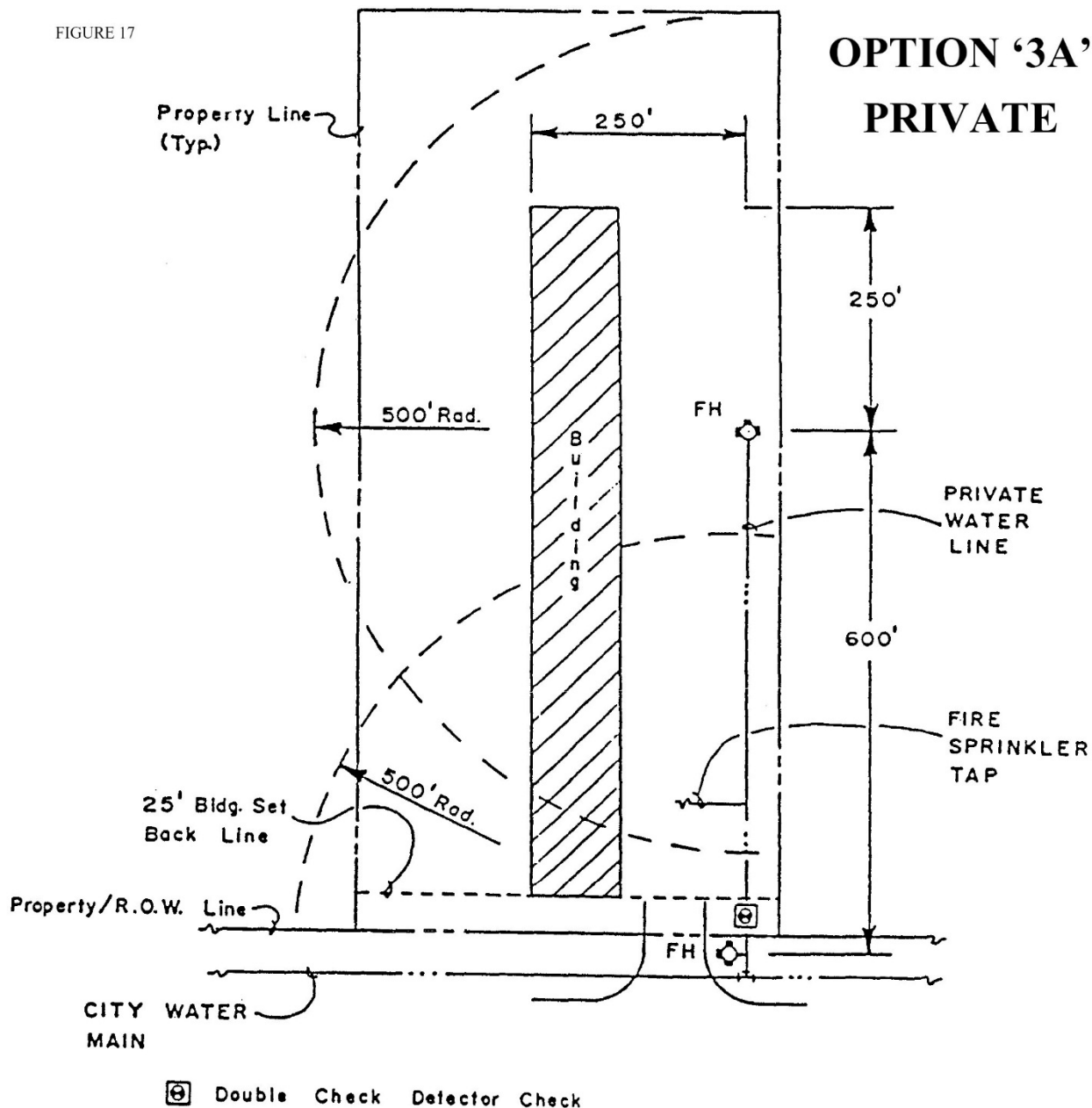
FIGURE 16



On-site dead end fire protection lines may not exceed 600' in length to provide fire protection within a 500' radius and a 500' truck lay to all points of the structure. Option "2B" provides a public fire protection line in a 20' restricted easement that can have "grass only" within the restricted easement. Individuals taps may be allowed to include D.C.V.A.'s and individual water meters.

OPTION '3A' (PRIVATE)

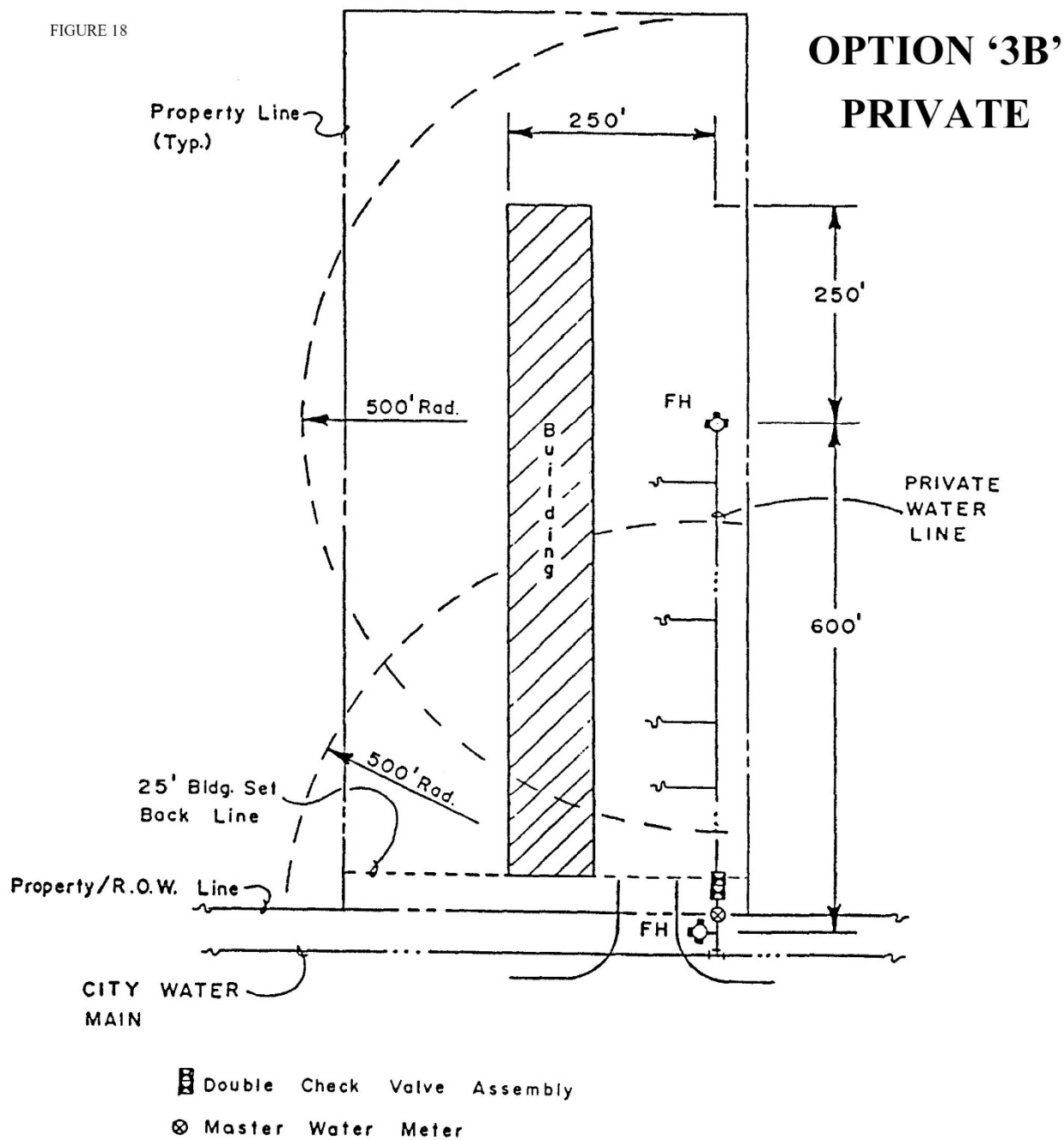
FIGURE 17



On-site dead end fire protection lines may not exceed 600' in length to provide fire protection within a 500' radius and 500' truck lay to all points of the structure. Option "3A" will be a private fire line, protected by an approved double check detector check.

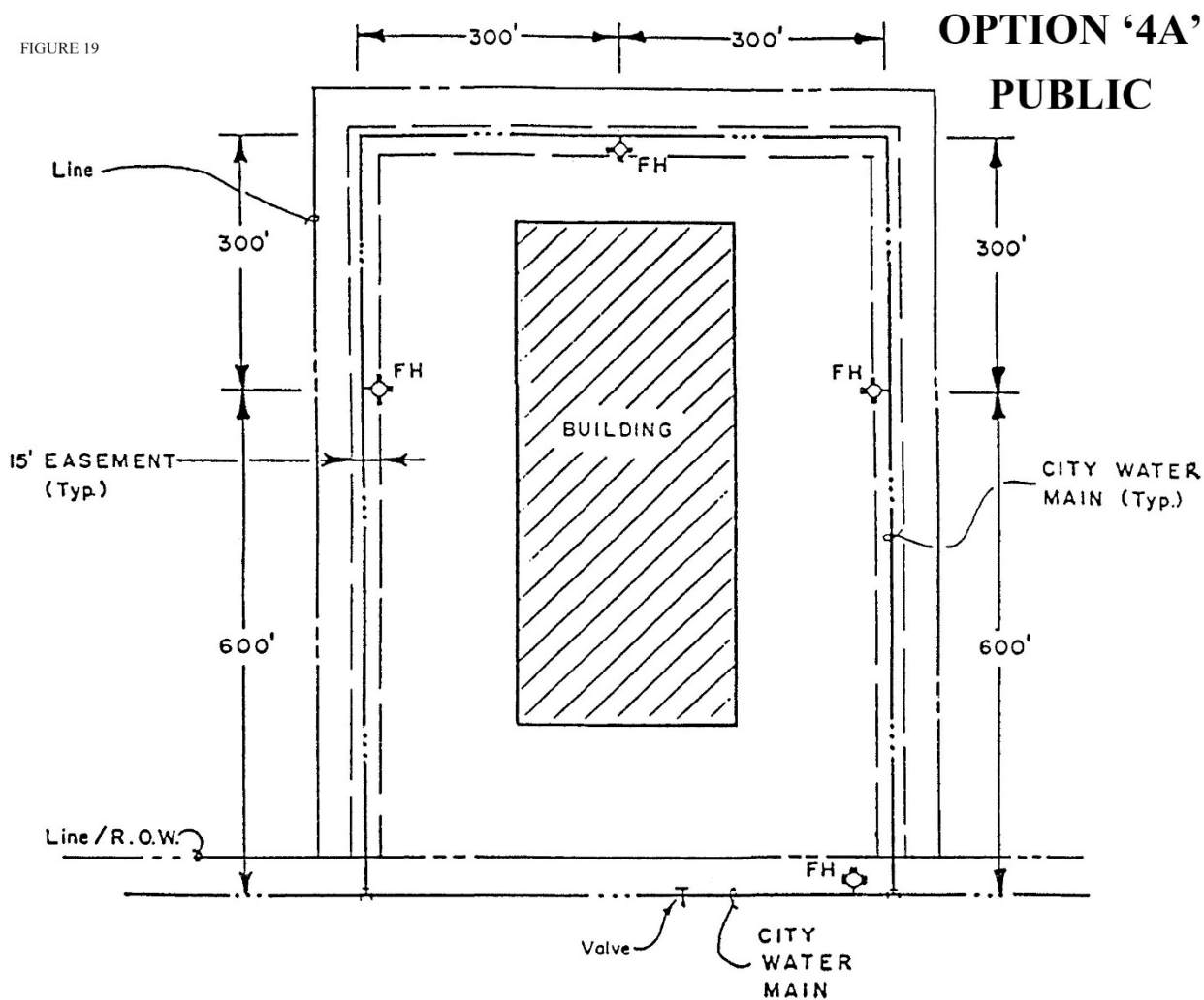
OPTION '3B' (PRIVATE)

FIGURE 18



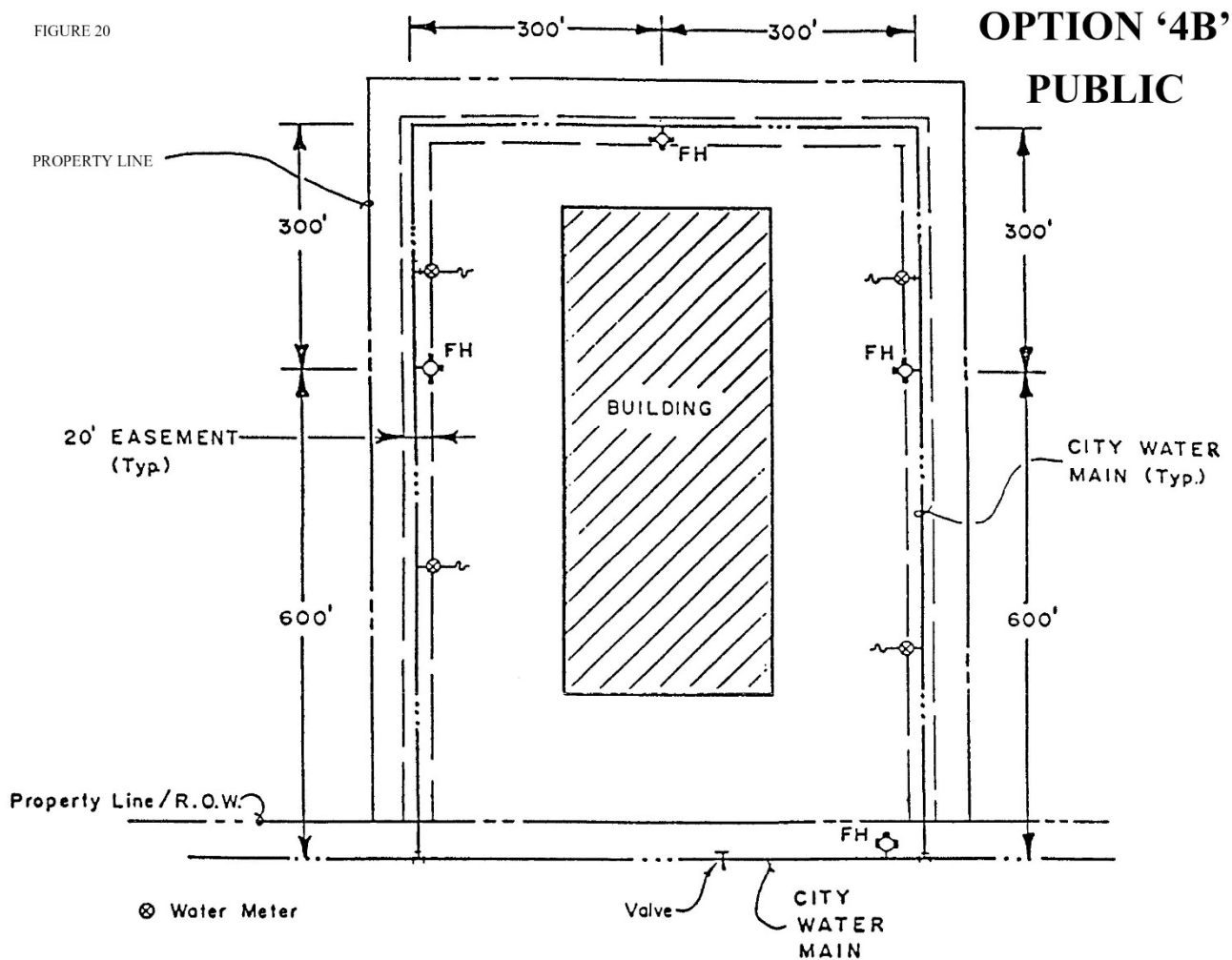
On-site dead end fire protection lines may not exceed 600' in length to provide fire protection within a 500' radius and 500' truck lay to all points of the structure. Option "3B" will be a private combination fire and domestic water line that has a master meter along with an approved D.C.V.A. installed at the property line.

OPTION '4A' (PUBLIC)



Option "4A" will consist of an on-site looped fire protection line in a 15' restricted easement. "Grass only" will be allowed in a restricted easement. Fire hydrant placements will provide a 500' radius and 500' truck lay to all points of the structure. Isolation valves shall be required as needed to obtain a looped system.

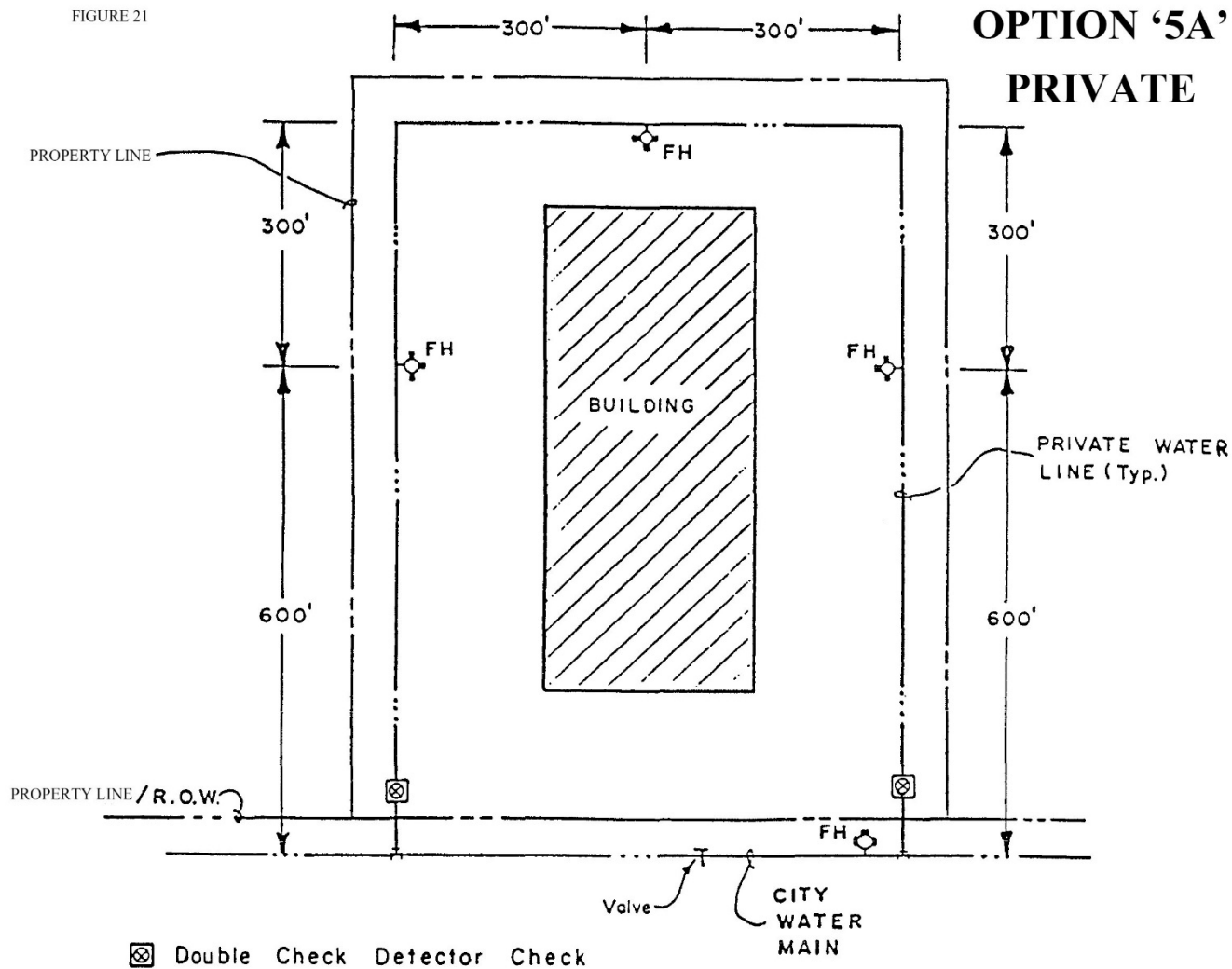
OPTION '4B' (PUBLIC)



Option "4B" will include a looped fire protection line to provide a 500' radius and 500' truck lay to all points of the structure. This option provides a 20' restricted easement that will allow individual taps to include water meters and D.C.V.A.'s. The restricted easement can have "grass only" within boundaries. Irrigation is to be outside the easement. Isolation valves shall be required to obtain a looped system.

OPTION '5A' (PRIVATE)

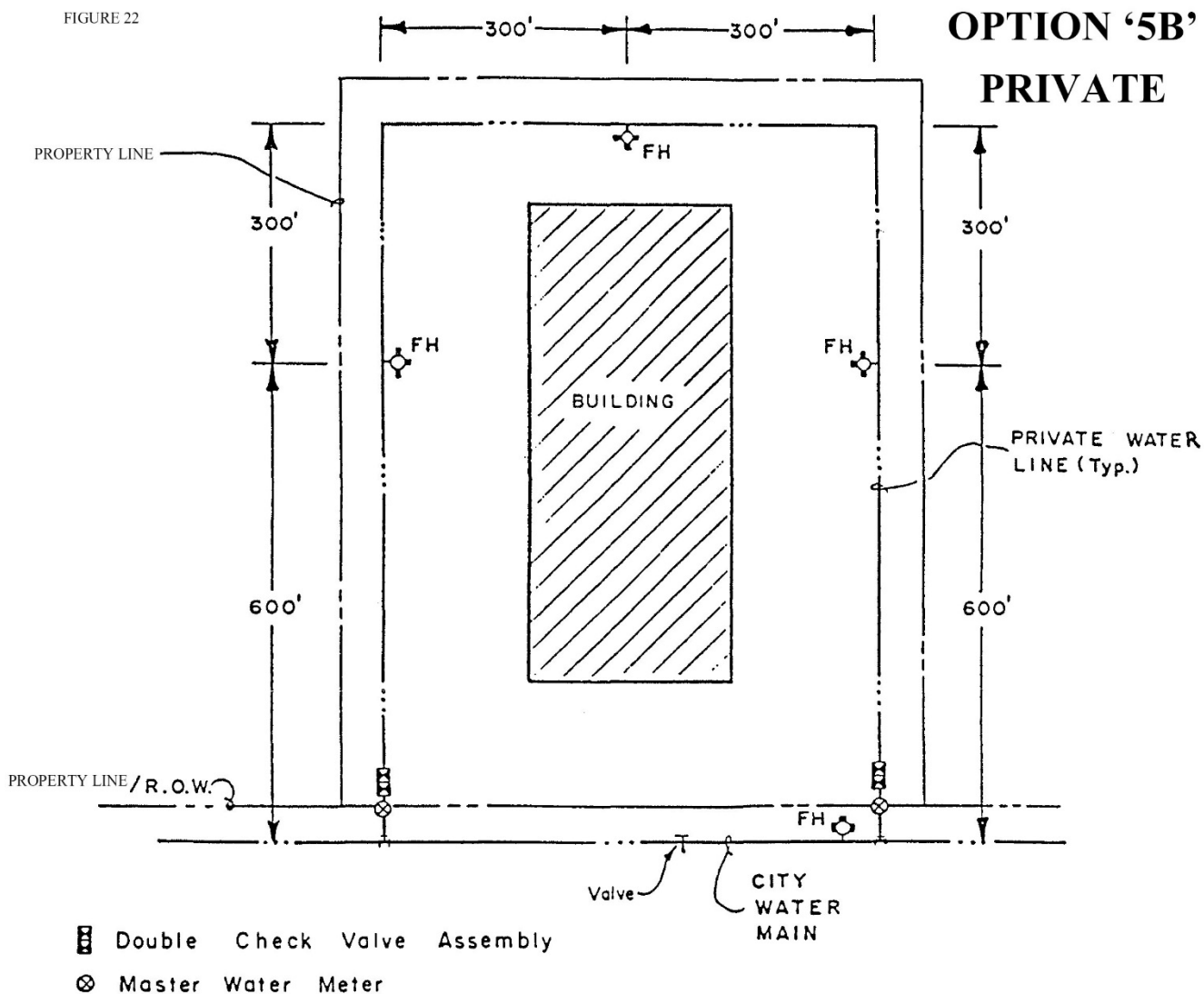
FIGURE 21



An on-site private looped fire protection line will provide hydrant coverage within a 500' radius and 500' truck lay to all points of the structure. An approved double check detector check will monitor and protect this system. Isolation valves shall be required to obtain a looped system.

OPTION '5B' (PRIVATE)

FIGURE 22



An on-site looped combination fire protection and domestic water line will provide hydrant coverage within a 500' radius and 500' truck lay to all points of the structure. An approved master water meter and D.C.V.A. will be located at the property line. Isolation valves shall be required to obtain a looped system.

## 9. SANITARY SEWER LINES.

- (A) **General Provisions.** The design, size, type, and location of all sanitary sewer lines shall be in accordance with the Wastewater Collection System Master Plan, City of Lewisville standard construction drawings, regulations, standards specifications, this ordinance and good engineering practice. In addition, the design and construction methods shall meet or exceed Texas Department of Health, Texas Water Commission and Environmental Protection Agency regulations. The Water and Sewer Regulations Ordinance of the City of Lewisville shall also be adhered to in regards to the design and construction of sanitary sewer lines.
- (B) **Materials.** Sanitary sewer lines 12 inches in diameter and less shall be PVC SDR-35 or cement-lined ductile iron with polyethylene wrapping. Lines larger than 12 inches diameter shall be as specified by the City. Manholes shall be poured-in-place or pre-cast.
- (C) **Manhole Spacing.** The maximum distance between manholes shall be 500 feet for line sizes up to 12 inches and 1000 feet for line sizes greater than 12 inches. Manholes shall be provided at all points of directional change, including the P.C. and P.T. on horizontal curves. Manholes shall be provided at vertical points of intersection (vertical curves are generally not allowed).
- (D) **Manhole Size Criteria.** Sanitary sewer manhole size criteria is established based on depth/diameter/maximum allowable pipe connection/pipe size relationship. The criteria is given in the Sanitary Sewer Manhole Size Table 23.
- (E) **Minimum Pipe Size.** The minimum size of sanitary sewer lines shall be 8 inches in diameter for lines which are to be maintained by the City.
- (F) **Parallel Sanitary Sewer Collection Systems.** Residential or commercial sanitary sewer collection lines shall be designed to not exceed maximum depths of 12'-0" measured from finished grade to the bottom of the pipe. Depths greater than 12'-0" will only be permitted when parallel sanitary sewer collection lines to serve properties on both sides of the street are provided. The office of the City Engineer shall be consulted to determine the location and design criteria of the parallel lines prior to final design.
- (G) **Oversizing and Extensions.** The City of Lewisville may elect to oversize certain mains as required or as depicted in the most recent Sanitary Sewer Distribution Master Plan. The City will participate on lines greater than 12 inches if, (1) the demand of the project is less than or equal to a twelve (12) inch line capacity; and, (2) shown on the Wastewater Collection Master Plan.

If a project involves City participation and if City funds are available, the developer, owner, builder, or applicant shall design the project and submit the approved plans for bidding by the City. If City funds are not available, the developer may design and construct the project subject to an agreement for connection and reimbursement. SEE: Water and Sewer Regulations Ordinance. If a development requires lines exceeding twelve (12) inches to serve the area, the City will participate in the oversizing above the size needed to supply the development.

During the process of development, the owner(s) of the subject property shall extend sewer mains by constructing the necessary sewer line within proper easements, at their sole expense, to serve the adjacent property, when the adjacent property or any portion thereof, are considered to be in the same sewer basin. The construction of the lines shall extend along the frontage or through the property to the furthest point possible, where the adjacent property can readily tie into the system.

Sanitary sewer extensions outside the City of Lewisville will not be granted to private entities. Sanitary sewer extensions outside the City of Lewisville may be granted to neighboring municipalities or governmental entities as approved by the City of Lewisville City Council.

- (H) **Clean Outs.** All sanitary sewer lines shall terminate at a manhole except that a clean out may be approved on eight (8) inch lines when a manhole is located within five hundred (500) feet from the end of the line. A clean out, directed toward the main, shall be provided on all services at the property line or easement line unless the service line connects to the main at a manhole and the service line is no longer than fifty (50) feet from the manhole to the property or the easement line.
- (I) **Utility Corridor.** Sanitary sewer lines shall be installed in accordance with the utility corridor policy except as otherwise approved by the City.
- (J) **Additional Easements.** Additional easements for sanitary sewer lines shall be dedicated along State controlled routes and along other routes when the right-of-way is not sufficient to adequately provide for the orderly construction and maintenance of the sanitary sewer improvements.
- (K) **Emergency Maintenance.** When conditions warrant, the City may perform maintenance operations during the warranty period. The cost of such maintenance shall be paid for by the developer/contractor.

**(L) Television Inspection.**

1. All developers or contractors, at their own entire expense, shall perform a television inspection of all sanitary sewer lines, prior to the acceptance by the City of Lewisville. At the time of final acceptance of the subdivision, developers or contractors shall deliver to the City an amount of money equal to two (\$2.00) dollars per linear foot of sanitary sewer line. Said sum shall be placed in escrow by the City until the date upon which the second television inspection is completed as hereinafter set forth. There will be an administrative fee of two-hundred fifty (\$250.00) for escrow handling. If the developer or contractor shall refuse or fail to accomplish the second inspection, the City shall use said sum to cause the inspection to be done. If the developer or contractor performs the inspection, the City shall refund the escrowed sum, including interest, less two-hundred fifty (\$250.00) administrative cost.
2. The developer or contractor shall use color video tape in all television inspections.
3. The developer or contractor may employ a firm qualified in the type of work to make the television inspections, or if qualified and acceptable to the City, he may perform the inspection himself.
4. The City of Lewisville Inspector must be present during the television inspection, unless specifically otherwise authorized in writing.
5. The visual inspection by photographic means of the sanitary sewer mains shall commence after the backfill, the air test, and the mandrill test are completed.
6. The jet ball technique may be used to remove all foreign debris and silt, prior to photographic inspection.
7. The second visual inspection by the developer or contractor shall be made no sooner than the 20th month and no later than the 22nd month after the date of the Letter of Acceptance of the subdivision by the City. In the event the developer or contractor shall refuse or fail to complete the second inspection within time permitted, the City shall use the escrowed funds previously described to cause completion of the inspection. Such inspection shall be made no later than 23 months after acceptance of the subdivision.
8. All television equipment used shall have a minimum of 600 lines of horizontal resolution.
9. All information gathered must be legible, clearly understandable, and of good picture quality.
10. A run sheet shall be made, and it shall be compatible with the tape in noting deficiencies.
11. By audio on the tape, the operator must note the date and time the recording is made, note the developer or contractor's name, project name, and contract number, note the name of company performing the inspection, if other than the developer or contractor, and the operator's name, note the location, line, designation, main size, and direction of run, identify every 50-foot station, identify the station of each manhole and identify deficiencies and include station number.
12. The sewer mains must be televised from manhole to manhole downstream and manhole to clean-out upstream.
13. All sanitary sewer mains must be laced with water. The television inspection must be done immediately following the lacing of the main with no water flow.
14. Two tapes per visual photographic inspection shall be furnished to the City of Lewisville.
15. Tapes must be YHS and shall be one-half (1/2) inch size.
16. All tapes and run sheets shall be submitted to the City Inspector for storage and inspection by the City. All tapes and run sheets shall become the property of the City of Lewisville.

**(M) Criteria For Repair.** The developer shall make repairs if the City Inspector notes problems, including but not limited to the following:

1. Pulled or slipped joints.
2. Water infiltration.

3. Cracked or damaged pipe.
4. If standing water is found in pipes of gradients equal to or greater 0.7 percent.
5. In pipes or gradients less than 0.7 percent, a maximum one-half (1/2) inch of standing water will be allowed in six (6) inches through twelve (12) inches diameter pipes; and a maximum ten (10) percent of pipe size or three (3) inches, whichever is less in pipes greater than twelve (12) inches diameter.
6. Structural damage to pipe.

The City shall make the final determination for repairs and shall review the visual photographic tape for additional data. A letter must be transmitted to the developer or contractor for needed repairs within five (5) working days after the inspection. All verbal repair requests shall be valid and noted in the letter.

If repairs are required, another television inspection of the repaired area may be made after the repairs are complete if deemed necessary by the City Inspector, at the developer or contractor's expense. Repairs shall be made to the satisfaction of the City of Lewisville.

- (N) **Lift Stations and Force Mains.** The City of Lewisville will operate and maintain only those lift stations and force mains which serve the public. Lift stations and force mains serving private developments shall be privately maintained.
- (O) **Sanitary Sewer Services.** No sanitary sewer service of less than 4 inches in diameter shall be connected to a City maintained sanitary sewer line. Services of 6 inches in diameter or larger shall connect to sanitary sewer lines only at manholes. An "S" shall be cast, painted, or chiseled on the face of the curb to identify the exact location of the sanitary sewer service. A sanitary sewer service shall be stubbed out to all residential lots to a point 5 feet minimum within the lot. The elevation of all services shall be shown on the plans and shall be established such that the lot will be adequately served.

For connection fees, see Water and Sanitary Sewer Connection Ordinance.

### SANITARY SEWER MANHOLE SIZE

PIPE SIZE	DEPTH OF COVER (AVERAGE)	DIAMETER OF MANHOLE	CONSTRUCTION OPTIONS	MAXIMUM NUMBER OF PIPE CONNECTIONS ALLOWED IN MANHOLE
12" & UNDER	5' - 6'	4'	CAST-IN-PLACE OR PRE-CAST	3
	7' - 10'	5'	CAST-IN-PLACE OR PRE-CAST	3
	11' - 15'	6'	CAST-IN-PLACE OR PRE-CAST	4
15" - 21"	5' - 9'	5'	CAST-IN-PLACE OR PRE-CAST	3
	10' - 15' (SEE NOTE #1 BELOW)	6'	PRE-CAST ONLY	4
24" - 36"	5' - 9'	5'	CAST-IN-PLACE OR PRE-CAST	3 (24" - 27")
	10' - 20' (SEE NOTE #1 BELOW)	6'	PRE-CAST ONLY	2 (30" - 36") 3 (24" - 27") 2 (30" - 36")
39" - 48"	5' - 9'	6'	PRE-CAST ONLY	2
	10' - 20' (SEE NOTE #1 BELOW)	7'	PRE-CAST ONLY	2

- NOTES: 1. IF THE PROPOSED SYSTEM DESIGN REQUIRES LINES TO BE CONSTRUCTED TO DEPTHS GREATER THAN SHOWN ABOVE, THE CITY ENGINEER'S OFFICE SHALL BE CONSULTED FOR ADDITIONAL REQUIREMENTS.
2. WHERE THE ABOVE REQUIREMENTS CANNOT BE MET, A JUNCTION STRUCTURE MAY BE UTILIZED.
3. WHERE DROP CONNECTIONS ARE PROPOSED, THE CITY ENGINEER'S OFFICE SHALL BE CONSULTED FOR PROPER SIZING.

UTILITIES LOCATION PLAN WITHIN STREET R.O.W.  
(CITY OF LEWISVILLE)

UTILITIES LOCATION PLAN WITHIN STREET R.O.W.  
(CITY OF LEWISVILLE)

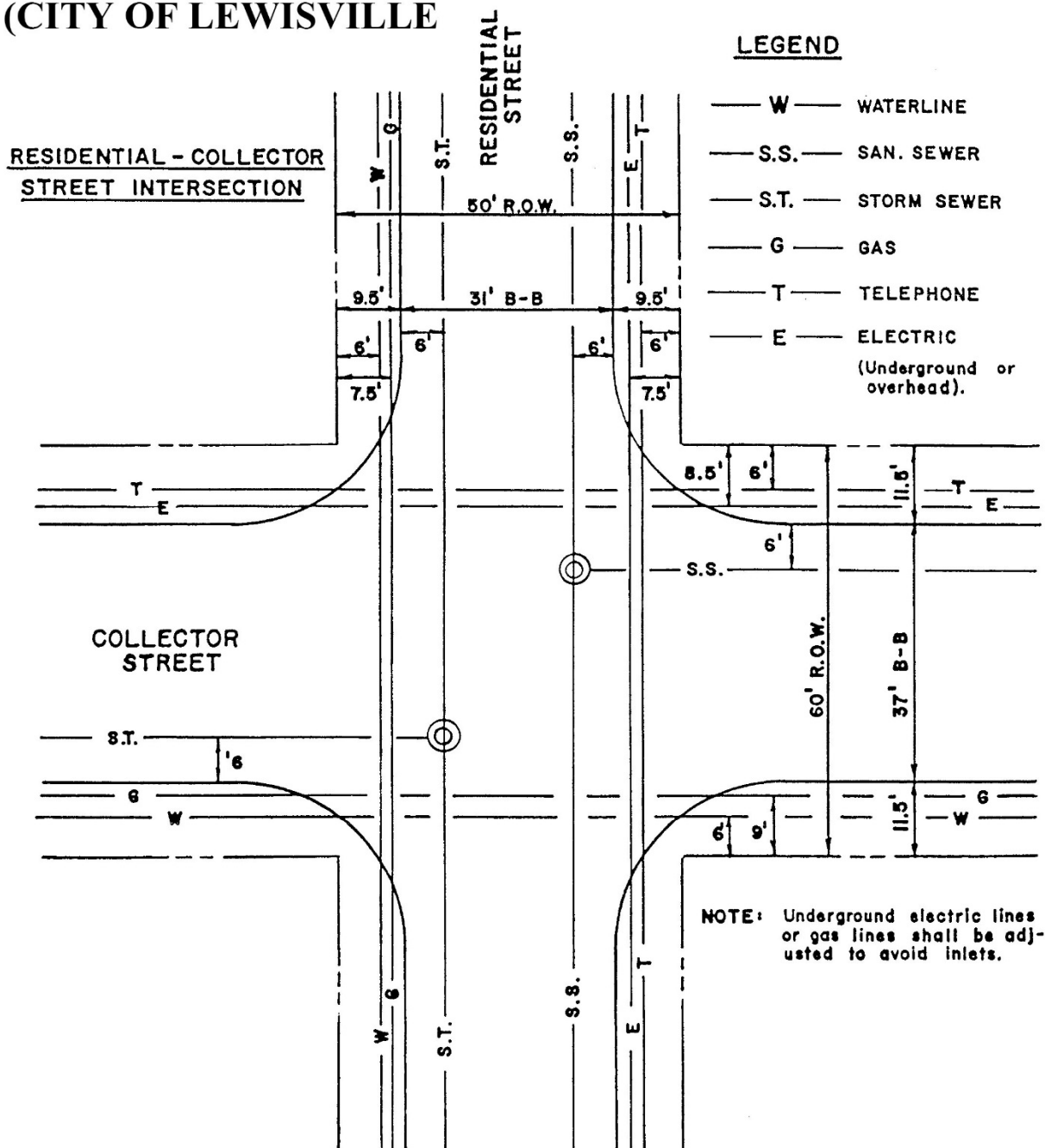


FIGURE 24

✦ THIS DRAWING IS NOT TO SCALE

UTILITIES LOCATION PLAN WITHIN STREET R.O.W.  
(CITY OF LEWISVILLE)

UTILITIES LOCATION PLAN WITHIN STREET R.O.W.  
(CITY OF LEWISVILLE)

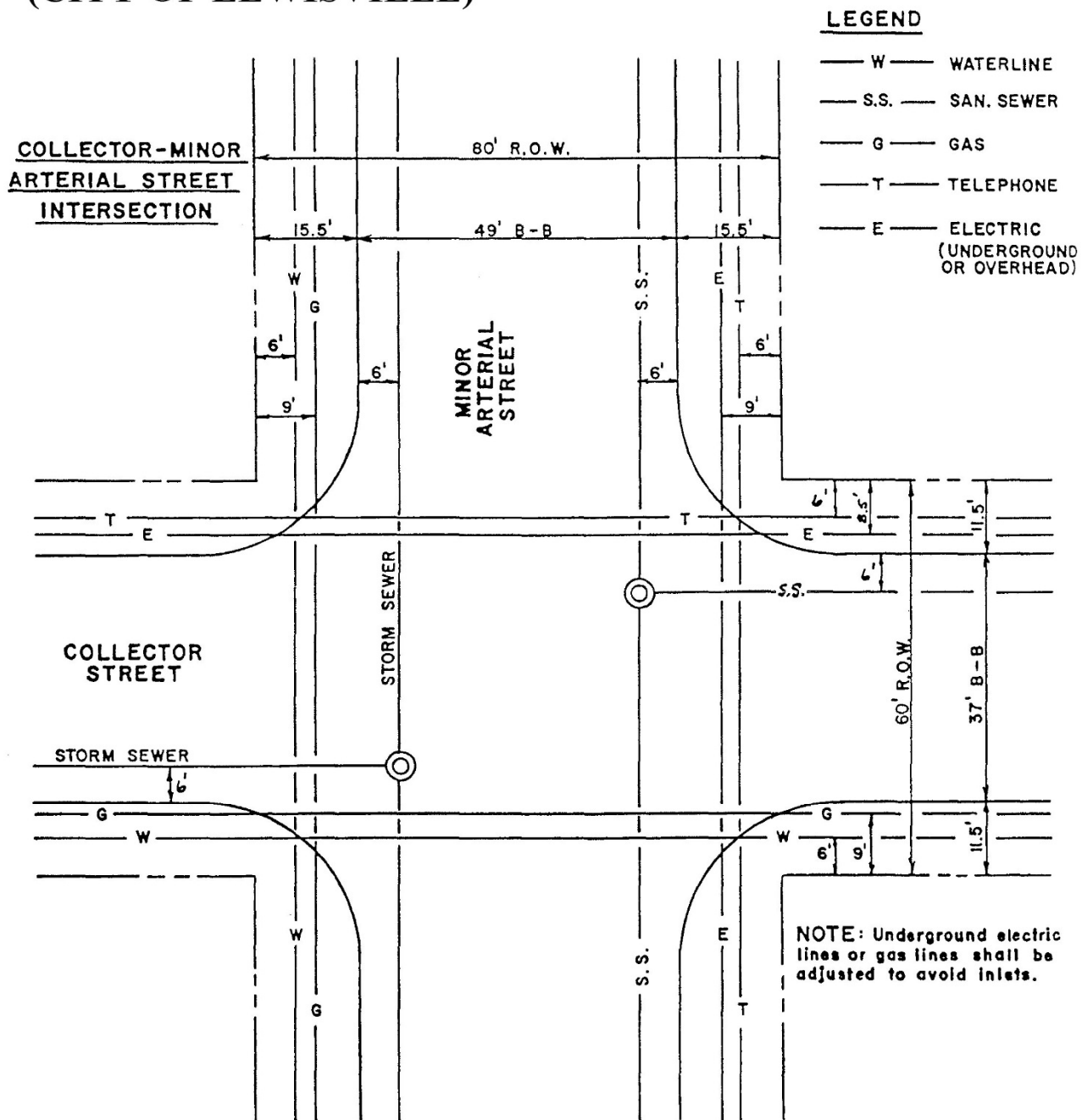


FIGURE 25

\* THIS DRAWING IS NOT TO SCALE



## 10. EROSION CONTROL.

(A) **General Provisions.** Private property owners, developers, or builders shall be accountable for any erosion of their property or construction site which results in measurable accumulation of sedimentation in dedicated streets and alleys. Any accumulation deeper than one (1) inch in dedicated streets, alleys, or offsite private property constitutes a violation of this policy.

1. Maximum use shall be made of vegetation to minimize soil loss.
2. Natural vegetation should be retained wherever possible.
3. Where inadequate natural vegetation exists, or where it becomes necessary to remove existing natural vegetation, temporary controls should be installed promptly to minimize soil loss and insure that erosion and sedimentation does not occur.
4. Erosion control plan should be submitted to City Engineer for approval prior to actual construction.
5. Wastes or disposal areas and construction roads should be located and constructed in a manner that will minimize the amount of sediment entering streams and City storm sewers.
6. When work areas or material sources are located in or adjacent to live streams, such area shall be separated from the stream by a dike or other barrier to keep sediment from entering a flowing stream. Care shall be taken during the construction and removal of such barriers to minimize the sediment transport into a stream.
7. Should preventative measures fail to function effectively, the applicant shall act immediately to bring the erosion and/or siltation under control by whatever additional means are necessary.
8. Runoff shall be diverted away from construction areas as much as possible.
9. Developers, builders, or owners of property shall permanently stabilize all disturbed areas prior to final acceptance of the subdivision, project, and/or structure. Stabilization shall be accomplished through the use of perennial vegetative cover or other permanent means, such as channel lining, retaining wall, etc.

(B) **Permanent Erosion Control.** Permanent erosion controls are installed at or near end of the construction project when no further disturbance of the area will occur. The purpose of these controls is to permanently minimize soil loss by such methods as restoring ground cover building retaining walls for steep slopes, or reducing wave or water action by lining channels or shorelines with gabions, jute mats, vegetation, or similar materials. Examples of typical permanent measures are vegetation cover using perennial plants, headwalls, stilling basins, riprap, tree wells, gabions, matting along channels, retention lakes, terracing, and retaining walls.

(C) **Temporary Erosion Control.** Temporary erosion control methods are used to abate sediment runoff from construction sites. The application of *control* devices can yield significant water quality and drainage benefits at a minimal cost to the developer. The erosion control measures can be grouped as barriers, filter devices, or routing devices.

(D) **Erosion Control Barriers.** The erosion control methods that can be classified as barriers include:

- ★ Straw Bale Sediment Barrier;
- ★ Sandbag Sediment Barrier;
- ★ Check Dam; and
- ★ Sediment Trap.

These measures trap sediment and prevent high runoff velocities which cause erosion. Barrier devices are illustrated in the Erosion Control Barriers Figures.

The straw bale and the sandbag sediment barriers can reduce sediment loads significantly. A sandbag barrier is more durable and should be used to withstand more intense storm events. Siltation berms and check dams are not as effective for sediment removal as the other types of barriers and operate best in storm events of limited intensity.

(E) **Erosion Control Filters.** Filtering methods can be used in place of barriers. Filter devices allow runoff to pass through but retain sediment by filtration. The types of filters available are:

- ★ Filter Berm;
- ★ Filter Fence;
- ★ Filter Inlet; and
- ★ Vegetation Filter Strip.

The Erosion Control Filters Figures show some typical erosion control filters.

Excellent sediment removal can be achieved using a filter berm, fence, or inlet. The filter berm is constructed of rock and therefore is capable of withstanding heavier storm events than the filter fence or filter inlet. In general, the vegetation filter strip will operate less effectively than the other devices.

- (F) **Routing Devices.** Only one method, the flexible downdrain, is classified strictly as a routing device. A schematic of a downdrain is shown in Figure 31. The purpose of the device is to convey waters down steep slopes or across highly erodible soils.

Some of the methods classified under Erosion Control Barriers can be used as routing devices to protect erodible areas. Sandbag sediment barriers and straw bale sediment barriers are both suitable for this purpose.

A routing device is an erosion prevention tool that can eliminate erosion problems on steep slopes and other critical areas. It is not designed to capture any solids already moving with the water.

- (G) **Performance.** Erosion from construction sites can be a significant water quality problem. Developing areas are cleared of vegetation during construction leaving the soil exposed and susceptible to erosion. Runoff then transports eroded sediment from these areas and deposit it downstream. The accumulation of silt in streams and ponds is a form of water pollution that is unattractive and impedes drainage.

Prevention is a key aspect of erosion control. Many of the control methods presented herein can be placed in a manner that will protect highly erodible areas such as steep slopes. The prevention of erosion requires prior planning to ascertain the placement of selected control methods. The rewards of this planning will be a significant reduction in soil loss. Not only can soil loss be prevented, but eroded soil can be recovered on the construction site and used for fill.

The particulate material in construction site runoff is generally heavier and larger than particulates in urban runoff. These attributes facilitate the removal of the material whether the removal is by settling in a sediment trap or by filtration through a filter fence. Temporary sediment traps, filters, and routing devices can effectively control erosion for construction sites if properly applied. These methods are used in an effort to control temporary increases in sediment loads.

A quantifiable assessment of performance is difficult because the nature of erosion control is more preventative than corrective. A rough assessment of performance can be conducted by comparing the soil loss from a site with controls to the loss from a comparable site without controls.

- (H) **Design Considerations.** Sediment traps and flexible drains are flow collection devices that will require hydraulic design. An estimate of the peak design flow rate and runoff volume is necessary for proper sizing of these management methods. Runoff volume and peak flow are calculated based on the design storm. Design storms for temporary erosion control structures shall be based on the ten (10) year return frequency.

The design storm frequency for construction sites should consider several factors including:

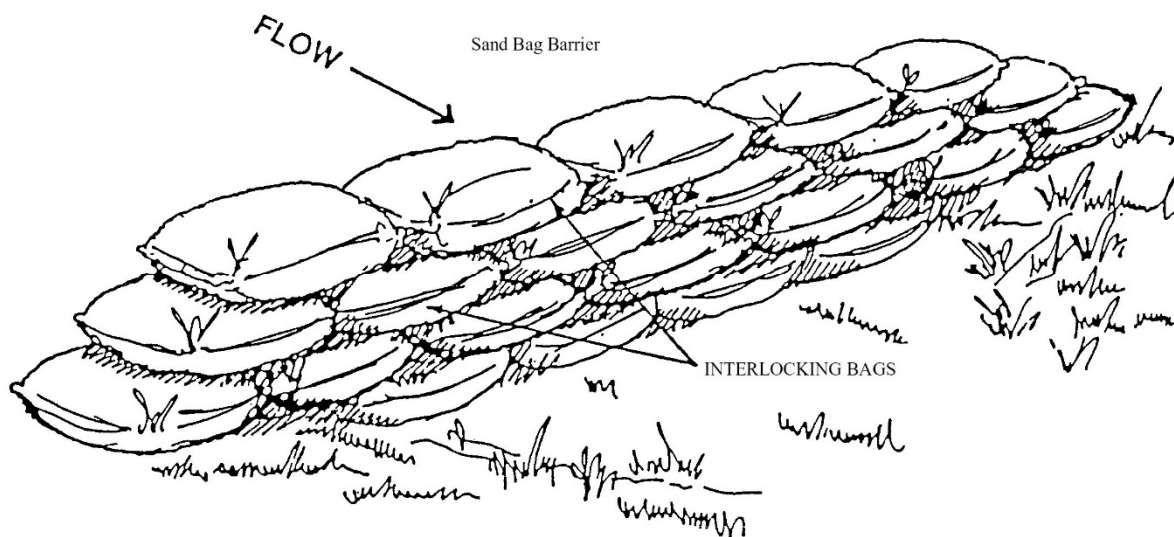
- ★ The length of time and size of construction activity;
- ★ The severity of damage that could result to downstream waters if the design storm is exceeded; and,
- ★ Local concerns toward environmental protection.

- (I) **Enforcement.** Should proper erosion controls fail or become inoperative, the City shall notify the owner, builder, or developer of the violation in writing. The owner, builder, or developer has five (5) days after being notified to begin correcting the problems. If no corrections are started, the City may revoke the development permit, building permit, or withhold issuance of a certificate of occupancy or final acceptance.

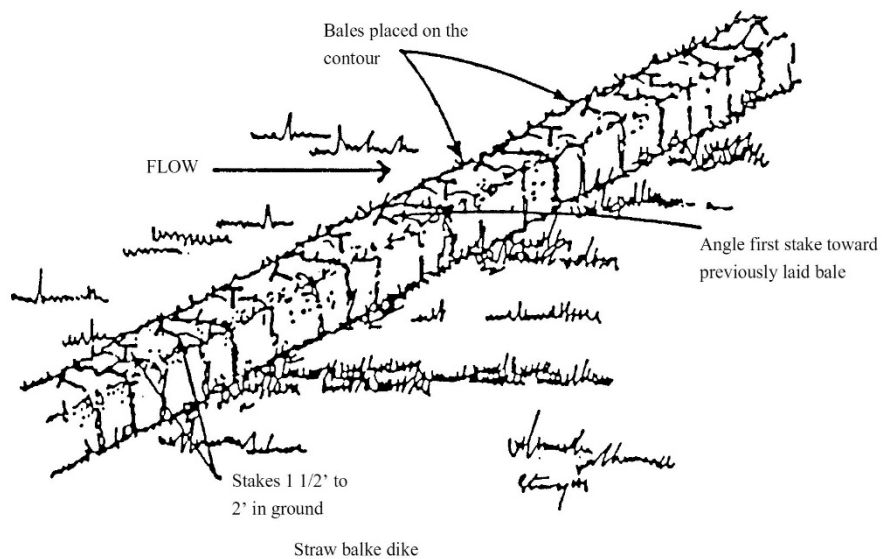
# EROSION CONTROL BARRIERS

FIGURE 27

## EROSION CONTROL BARRIERS



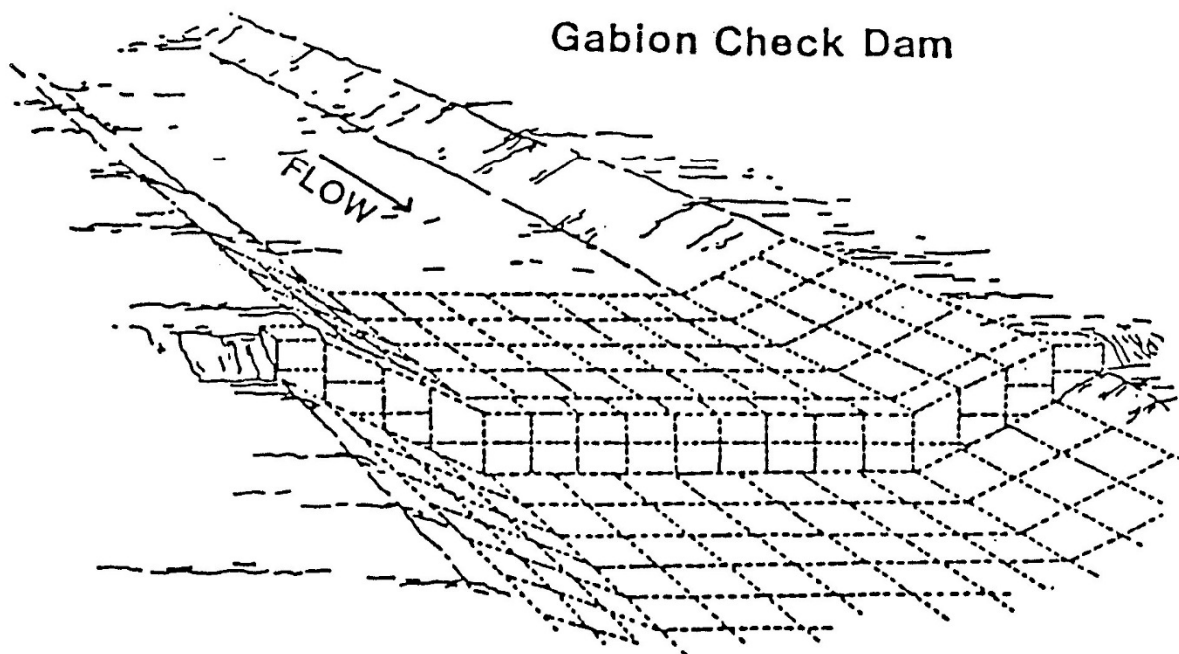
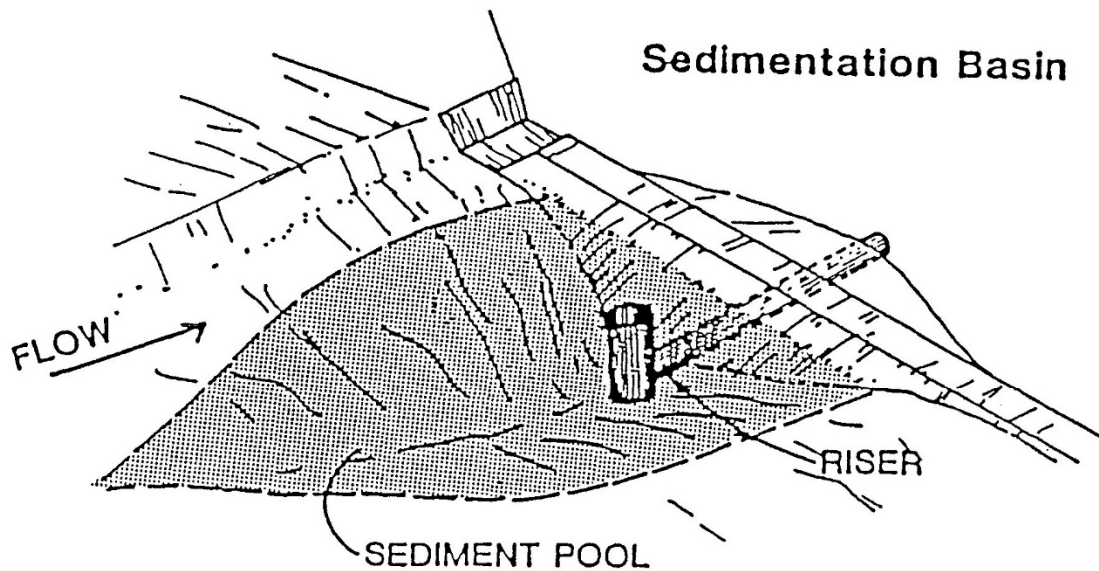
## ANCHORING DETAIL



# EROSION CONTROL BARRIERS

FIGURE 28

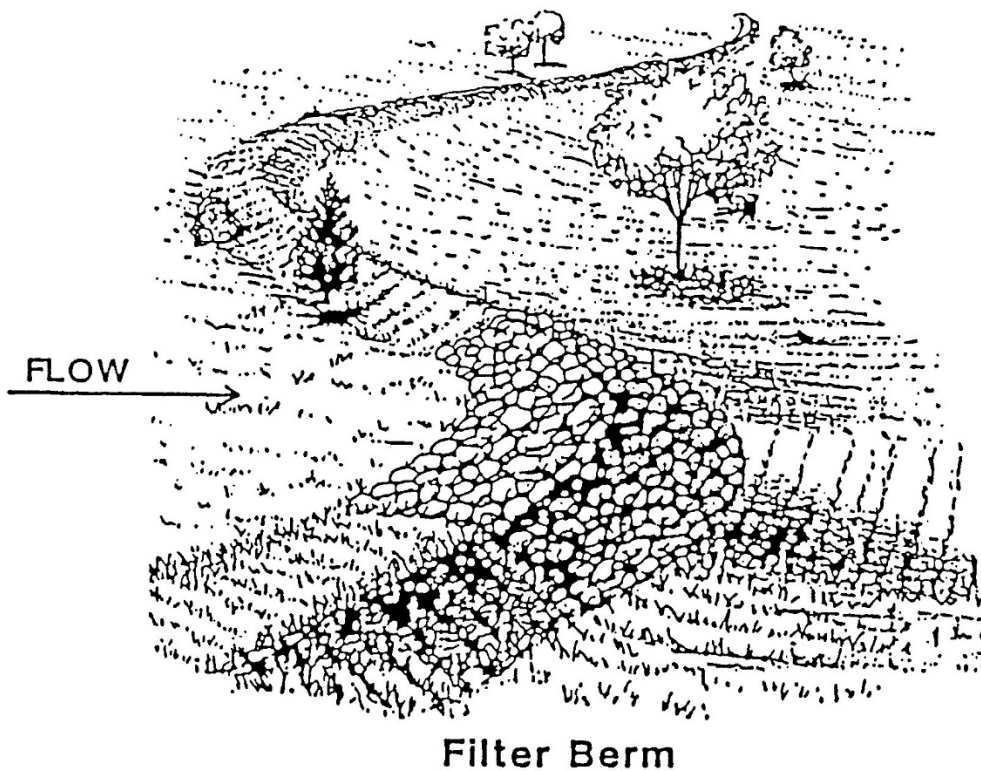
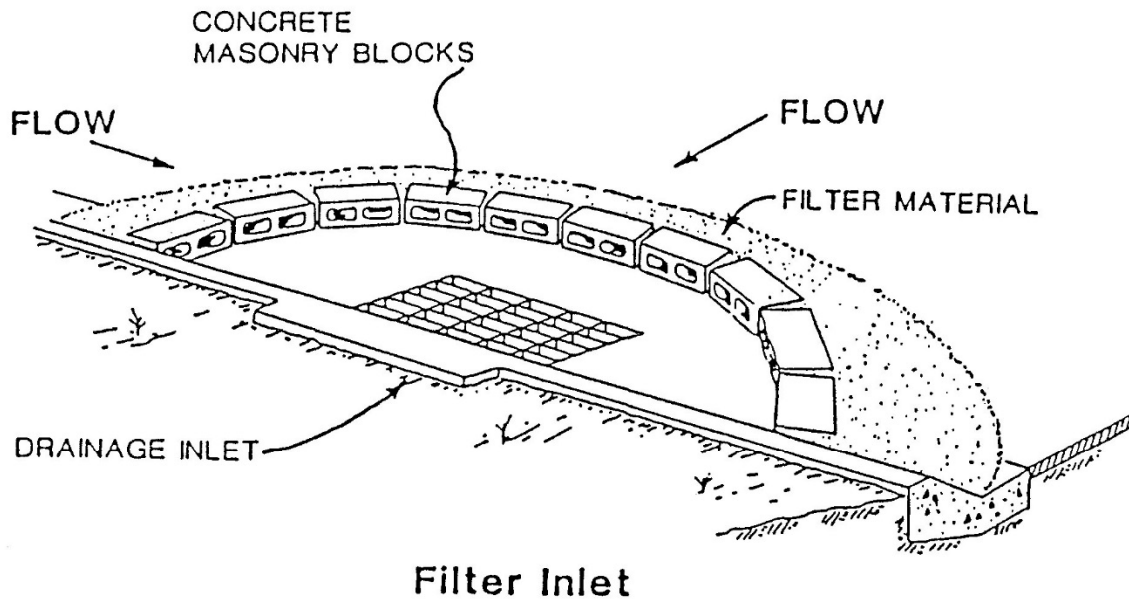
## EROSION CONTROL BARRIERS (cont.)



# EROSION CONTROL FILTERS

FIGURE 29

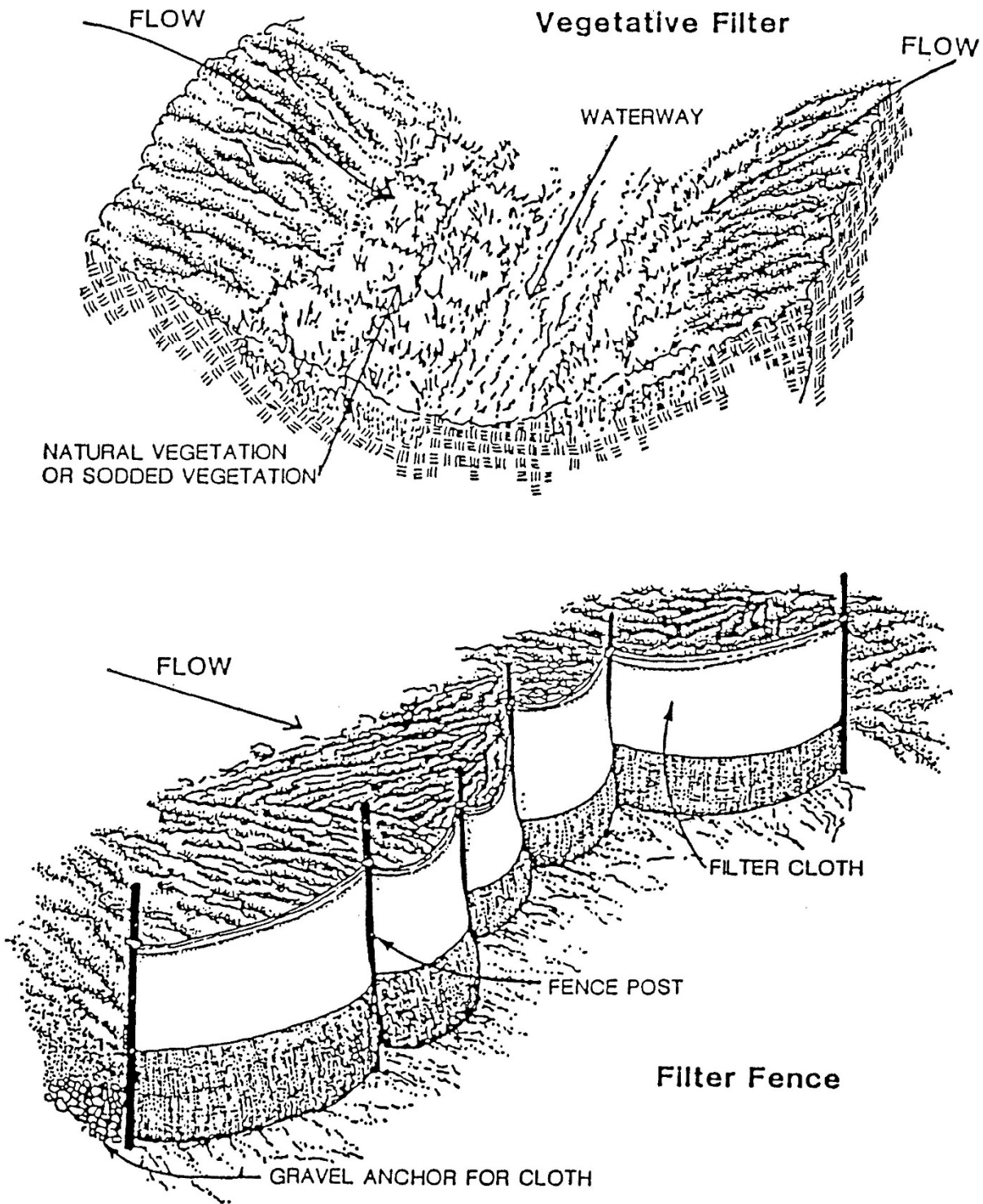
## EROSION CONTROL FILTERS



### EROSION CONTROL FILTERS (cont.)

FIGURE 30

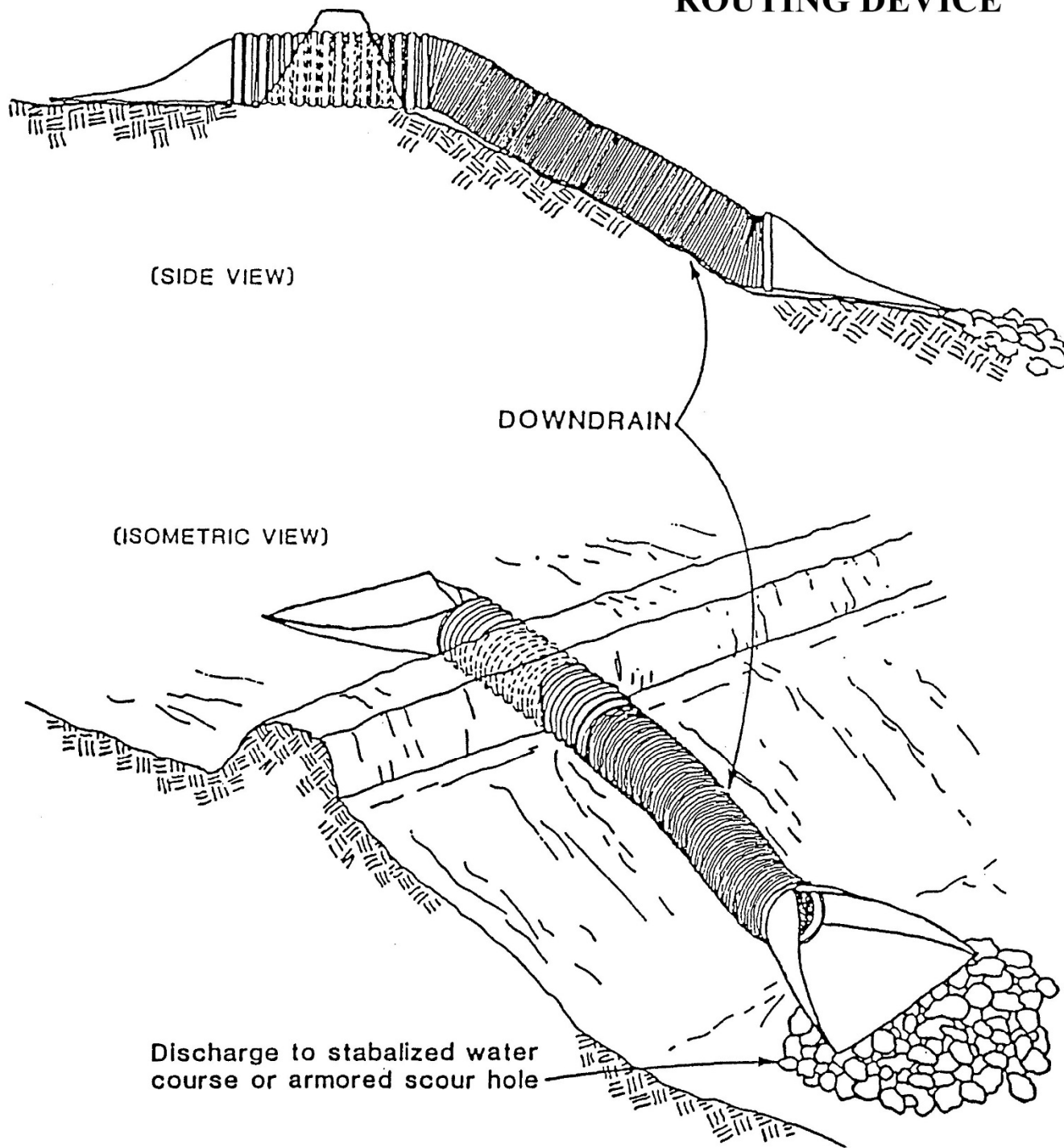
### EROSION CONTROL FILTERS (cont.)



# ROUTING DEVICE

FIGURE 31

# ROUTING DEVICE



## 11. PRIVATE UTILITIES.

- (A) **General Provisions.** In the course of development the services of other private utility agencies may be required. The private franchised utility companies providing services to the City of Lewisville are as follows:

GTE Telephone Company  
 Lone Star Gas Company  
 Texas New Mexico Power Company  
 Denton County Electric Cooperative  
 Paragon Cable Company  
 Texas Waste Management

- (B) **Underground Utilities.** In areas where no overhead utility lines currently exist, all new utility lines of 60KV and below shall be placed underground.

In areas where overhead utility lines exist, the utility companies may augment, upgrade, repair, replace and maintain as necessary.

Relocations may take place based on no change in the character of service. Overhead lines may be relocated overhead and underground lines shall be relocated underground.

The utility companies shall be responsible for developing administrative policies and cost reimbursement procedures for the installation and extension of underground facilities. These policies should permit the utility companies to recover the cost differential between the cost of extending and installing overhead and underground service, in the event the City or a developer requests such facilities from the utility companies.

All utilities shall be constructed and installed in accordance with current standards of the City of Lewisville and the utility companies. No utility shall be constructed closer than two (2) feet to any curb.

Adequate easement shall be provided at the time of platting for all underground utilities.

## 12. MISCELLANEOUS CONSTRUCTION.

- (A) **General Provisions.** The developer shall be responsible for the construction, or payment in lieu of construction, of all traffic control devices, railroad crossings and bridges within or adjacent to the development.

- (B) **Traffic Control Devices.** Traffic control devices include traffic signage, street name signs, lane line striping, pavement markings, school flashers, traffic signals and all related items. Unless otherwise approved by the City, the City will install all traffic control devices. The developer shall pay to the City an amount determined by the City for the installations. The City will bear 50% of the total cost of design and construction of traffic signals at locations approved by the City. Any developer or property owner requesting the installation of a traffic signal shall pay to the City 50% of the total cost of design and construction. Any developer whose development necessitates the modification of an existing traffic signal shall pay for 100% of the total cost of the design and construction of the modifications to the traffic signal, roadway approaches, signage and all related items.

- (C) **Street Lighting.** Street lights are required to be installed at street intersections, cul-de-sacs, bridges, railroad crossings and other selected points when the City determines that a street light is needed for traffic safety. Additionally, street lights are required to be installed at 600 foot intervals along all streets.

The standard city street light for all single family detached and attached residential subdivisions shall be a 100 watt high pressure sodium light mounted on an ornamental pole. This provision also applies to major thoroughfares primarily within or adjacent to residential areas. The standard city street light for all other areas shall be a 100 watt high pressure sodium light on a wooden pole. In certain locations a 200 watt high pressure sodium light on a wooden pole may be required for increased safety.

At the request of the developer/applicant, ornamental poles may be substituted for wooden poles for proposed developments. The developer/applicant requesting ornamental poles shall pay an up-front assessment to the City based on the monthly difference in upgrade per pole. The monthly difference will be multiplied by twelve (12) months and again by an average pole life of twenty (20) years. The current Dallas Fort Worth Metroplex Consumer Price Index, as published by the Department of Labor, will be included into the assessment compounded on an annual basis. The total assessment will be discounted to a present day value utilizing a ninety (90) day Treasury Bill.

The developer shall arrange with the City for installation of street lighting. Texas New Mexico Power Company will install street lights as requested by the City. The City will pay monthly charges for all required street lights. The above requirements do not apply to signalized intersections where street lights are an integral part of the traffic signal.

- (D) **Railroad Crossings.** The City will bear 50% of the total cost of the railroad crossings. The developer whose development is adjacent to a railroad shall pay the remaining 50% of the total cost. The developer who first develops any quadrant of a street/railroad crossing shall pay for 50% of the total cost of the railroad crossing.
- (E) **Bridges.** The City will bear 50% of the total cost of design and construction of bridges. The developer who first develops any quadrant of land adjacent to a bridge location shall pay for 50% of the total cost of design and construction of the bridge.
- (F) **Payment.** Payments made to the City as a condition of this section shall be made immediately following the approval of the final plat or engineering site plan (if a final plat is not required) and prior to the commencement of construction.

**VI. LANDSCAPING REQUIREMENTS**

**1. GENERAL PROVISIONS**

The purpose of this section is to establish incentives for the preservation of existing trees, replanting of trees lost due to development and to provide guidelines for minimum landscaping on site as well as within the city rights-of-way. Clear cutting of trees is prohibited within the City of Lewisville. Cutting of trees and land clearing may be done, only for development purposes, in accordance with an approved final plat and/or engineering site plan. Cutting of trees and land clearing for other than development purposes shall be considered by the City Council. The existing natural landscape character of the city shall be preserved to the extent reasonable and feasible. In an area of the street frontage containing a stand of recommended trees, the developer shall use best good faith effort to preserve such trees.

Only trees from the list provided in this section will be considered to meet the requirement of this ordinance. For every recommended tree (8" caliper or larger) preserved, the developer/owner shall be given credit for two trees as required by this ordinance. Tree caliper shall be measured one (1) foot above the base.

The requirements of this section shall apply to all vacant undeveloped property and all property to be redeveloped, including additions and alterations.

A landscape plan must be submitted as part of the engineering site plan process for all multifamily, commercial and industrial zoning districts and for non-residential uses allowed in single family detached and attached residential districts. A tree schedule shall also accompany all final plats for single family detached and attached residential additions.

Where the location of existing overhead or underground utility lines conflict with the required landscaping strip and tree planting, staff may work out an alternative plan to meet the intent of the Ordinance. Should the developer/owner disagree with staff's recommendation, he may appeal staff's interpretation to the City Council.

Required landscaping must be permanently maintained in a healthy growing condition at all times. The property owner is responsible for regular weeding, mowing of grass, irrigating, fertilizing, pruning and other permanent maintenance of all plantings as needed. A one year warranty for all planted trees must be provided, from the tree supplier, prior to issuance of a Certificate of Occupancy.

**RECOMMENDED TREE LIST:**

<b>Common Name</b>	<b>Scientific Name</b>	<b>Common Name</b>	<b>Scientific Name</b>
Bald Cypress	Taxodium Distichum	Cedar Elm	Ulmus crassifolia
Bradford Pear	Pyrus calleryana 'Bradford'	Lace Bark Elm	Ulmus parvifolia sempervirens
Bur Oak	Quercus macrocarpa	Chinese Pistache	Pistacia Chinenis
Live Oak	Quercus virginiana (Escarpment)	Japanese Black Pine	Pinus thunbergii
Shumard Red Oak	Quercus shumardi	Pecan	Carya illinoensis
Texas Red Oak	Quercus texana	Southern Magnolia	Magnolia grandiflora
Chinquapin Oak	Quercus muhlenbergil	Osage Orange	Maclura pomifers (thornless & fruitless)

**2. SINGLE FAMILY RESIDENTIAL LANDSCAPING REQUIREMENTS.**

These standards shall apply to all detached and attached single family residential districts. These standards may be met by saving existing trees on the site or planting new trees from the above list. Lot size designations shall apply to the zoning classification(s) of the subdivision rather than to each individual lot.

One (1) shade tree (3" caliper minimum) shall be provided for all single family residential lots less than 6000 square feet.

Two (2) shade trees (3" caliper minimum) shall be provided for all single family residential lots of 6000 square feet to less than 9000 square feet.

Three (3) shade trees (3" caliper minimum) shall be provided for all single family residential lots of 9000 square feet or more.

All required trees must be planted prior to request for final building inspection of dwelling units.

**3. MULTI-FAMILY AND NON-RESIDENTIAL LANDSCAPING REQUIREMENTS.**

These standards shall apply to all commercial, industrial and multi-family zoning districts and to all non residential uses allowed in single family detached and attached residential districts. These standards may be met by saving existing trees on the site or planting new trees from the above list.

A landscaped strip shall be provided adjacent to all public and private streets. The landscaped strip shall be a minimum of ten (10) feet, exclusive of street right-of-way. Within the landscaped strip, one (1) shade tree (3" caliper minimum) shall be provided per five hundred (500) square feet of landscaped strip.

Where parking lots and drives abut the landscaped strip along street right-of-way, evergreen shrubs must be provided for screening. The screening must be a minimum of three (3) feet high and extend along the entire street frontage of the parking lot, exclusive of driveways and visibility clips. A landscaped berm may be provided in lieu of required shrubs. The berm must be eighteen (18) to forty (40) inches above the average grade of the street and parking lot curbs with a slope not to exceed 3: 1. If a parking lot is located fifty (50) feet from the street right-of-way line, no shrubs or berm will be required.

Interior parking areas shall be landscaped in addition to the required landscaped strip. Trees must be provided in each parking lot at a minimum average density of one (1) shade tree (3" caliper minimum) for each fifteen (15) parking spaces. Additionally, interior parking lot landscaping shall be provided in accordance with the following table:

Total Parking Area	Interior Landscaped Area
7,000 - 24,999 square feet	5%
25,000 - 49,999 square feet	8%
50,000 square feet and larger	10%

Parking lots smaller than 7000 square feet need not provide interior landscaping. Parking lot landscaping shall be met for all customer and employee parking. Parking lot landscaping requirements do not apply to storage or standing parking spaces incidental to uses such as sales and rental of motor vehicles, mobile homes, boats, trailers or other similar uses.

To calculate the total parking area and the subsequent percentage of required interior lot landscaping, total the square footage of parking spaces, planting islands, curbed areas and all interior driveways and aisles except those with no parking spaces located on either side. Landscaped areas located outside the parking lot may not be used to meet the interior landscaping requirement.

The required landscaping for parking lots shall be more or less evenly distributed throughout the parking lot, although adjustments may be approved by the Community Development Department where the shape or size of the parking lot, the location of existing trees or other natural constraints reasonably prevent such distribution.

All landscaped areas, including the permeable areas and drip lines around trees and planting beds used for visual screening which abut any parking lot or vehicular travel area, shall be protected with curbs, parking blocks or similar barriers sufficient to protect them from vehicular intrusion.

An automatic irrigation system is required for all landscaping. Water conservation is encouraged.

**4. LANDSCAPING OF DEDICATED STREETS, MEDIANS OR OTHER PUBLIC RIGHTS-OF-WAY.**

(A) **General Provisions.** All unpaved public medians and parkways shall be landscaped with a minimum of four inches of topsoil and seeded or sodded (e.g. Bermuda Grass in irrigated areas and Buffalo Grass in un-irrigated areas). In addition, one tree, from the approved list, per 500 square feet of landscaping shall be provided within the medians. The location of trees shall be coordinated with the City to avoid conflict with any utilities within the medians and traffic movement. These landscape areas shall be maintained by the developer or owner until adequate coverage is attained at a maintenance level compatible with like areas in other parts of the City, unless other contractual arrangements are made between the developer and the City (The City will assume responsibility after one year. This allows the landscaping materials to go through a full cycle of season change). Water stub outs or curb stops will be placed at unpaved medians established by the City. Special features, such as ornamental landscaping for entrance features, shall be maintained by the developer or adjacent owner(s). Landscape plans shall be submitted to Parks and Leisure Services (PALS) for approval. All water usage shall be metered. Within medians, no plantings or irrigation facilities shall be permitted within areas of less than five (5) feet in width. All such areas shall be covered with stamped concrete median pavers tinted to look like red brick.

1. Trees must not be planted within thirty (30) feet of intersections or utility poles.

2. Trees shall be spaced forty-five (45) feet apart when planted in rows and thirty (30) feet apart when planted in groups.
3. Only trees with a mature height of less than thirty (30) feet may be planted directly under utility lines. Trees with mature heights greater than thirty (30) feet must be planted a minimum of fifteen (15) feet from the outside edge of the last energized line.
4. Ornamental tree spacing will be evaluated based on the desired effect.
5. Trees must be planted a minimum of ten (10) feet from the edge of the curb.

(B) **Submittal Of Plans.** Any developer desiring to install or maintain landscaping materials or irrigation facilities in any portion of a dedicated street, median or other public right-of-way shall submit to the Community Development Department complete plans for any and all proposed improvements.

The plans shall include the following:

1. A scale drawing (1" = 40') clearly indicating the location, type, size and description of all proposed landscape materials and existing utilities. Planting design of materials must be submitted to ensure adequate coverage.
2. The name of the subdivision or addition, and the name and address of the developer.
3. A north arrow, scale, and date of preparation.
4. A clear indication of the configuration, location, type and size of all irrigation, piping, heads and controllers, including the name, address and license seal of the designer.
5. Such other information reasonably deemed necessary by the Community Development Department.

(C) **Review And Approval By The City.** The City will review and approve or deny the submitted plans, and have the right to require revisions.

Any installation of landscape material or irrigation facilities shall be in full compliance with the plans and specifications as approved by the City.

(D) **Agreement.** Landscaping, tree planting and irrigation are required for all public medians. The developer must enter into and execute a median and right-of-way landscaping and irrigation agreement with the City of Lewisville in accordance to the regulations set forth herein. The Director of Parks and Leisure Services (hereinafter called "Director") is authorized to execute the agreement on behalf of the City. With the execution of this agreement, the developer shall provide a performance bond signed by developer and a surety acceptable to the City, in the total amount of the estimated cost of the proposed improvements. The performance bond shall ensure that the work is performed by developer in conformity with the covenants, conditions and agreements contained in the agreement.

If required by the Director of Parks and Leisure Services, developer shall also provide the City with a cash escrow to the City for ten percent (10%) of the total cost of the proposed improvements prior to approval of the plans. In order to defray future costs of landscaping and irrigation, the director may also require such other terms and conditions in the agreement he deems are reasonably necessary to ensure the proper installation and maintenance of all landscaping and irrigation facilities.

(E) **Landscape And Irrigation Criteria.** In areas to be maintained by the City, all landscape and irrigation materials to be used by the developer shall be designed to conserve water and be of low maintenance. All landscape and irrigation improvements shall conform to the requirements of the City governing sight distance for traffic safety and other ordinances of the City of Lewisville.

All planting, if maintained by the City, must be approved by the City of Lewisville. Submittal of plant types will be submitted with irrigation plans for review and approval.

The developer shall furnish, or cause to be furnished at its sole expense, all labor, equipment, accessories, and services, necessary to install all landscaping materials and irrigation facilities in accordance with the plans as approved by the City. All installation will be inspected by the City.

Irrigation facilities within medians or adjacent to curbs shall be designed and installed with low gallonage and low angle nozzles in such a way as to avoid water overflow into the street. A freeze sensor will be placed in each controller to prevent irrigation system from activating to create unsafe spillage on roads and/or sidewalks.

- (F) **Maintenance Requirement.** Developer, at its sole expense, shall furnish or cause to be furnished, all labor, materials, equipment, accessories, and services necessary to maintain all plant materials when and as they become damaged or die.

In residential developments, the developer shall maintain all landscaping and irrigation materials and equipment. If, after development, less than 90% of the lots in the residential subdivision have building permits issued for the construction and C.O. received of homes thereon, then in such event, the developer's maintenance responsibilities shall continue until such 90% issuance is realized. With approval by the City, the developer may relinquish maintenance responsibility to a viable homeowners association.

In commercial developments, developer, commercial property owners association, or abutting property owners shall permanently maintain all landscape and irrigation materials installed in dedicated streets, medians or other public right(s)-of-way (per agreement with the City).

When a homeowners association or commercial property owners association, or other entity is created for the responsibility of maintaining any areas landscaped under the "median and right-of-way landscape and irrigation agreement", association documents shall be submitted for review and approval by City Staff and the City Council.

Upon installation, all landscape and irrigation materials within medians or right(s)-of-way shall become the property of the City.

City shall periodically inspect the areas landscaped under the "median and right-of-way landscape and irrigation agreement", to determine that such areas are being properly maintained by the developer, or other entity. If the City finds that the developer or other entity is not properly maintaining such areas, the City shall notify the developer or other entity in writing, specifying the deficiencies. If the developer or entity does not remedy such deficiencies within 15 days following receipt of such notice, the City shall have the option of performing the necessary maintenance work itself and bill the developer or other entity for all costs for such maintenance.

## VII. SCREENING DEVICES.

### 1. GENERAL PROVISIONS.

The intent of this section is to provide for visual screening between land uses of different character and to establish requirements for the installation and maintenance of screening devices to enhance the community's aesthetic qualities.

A screening device shall be a solid, opaque, brick, stone or decorative block masonry wall, not less than 6 feet in height measured at the highest finished grade, and designed by a professional civil engineer registered in the State of Texas. Construction and location details of the required screening devices shall be shown as part of the engineering site plan for all multifamily and non residential uses and as part of the final plat/construction plans for all single family residential uses. The screening wall shall be compatible in color and finish with the principal building(s) and or existing screening walls. The required screening wall shall be constructed prior to any building permits being issued for single family residential subdivisions and before issuance of a certificate of occupancy for non-single family developments.

### 2. SINGLE FAMILY RESIDENTIAL SCREENING REQUIREMENT.

All single family detached and attached residential subdivisions adjacent to thoroughfares, as identified on the Lewisville Thoroughfare Plan, shall be screened from the street. This includes all lots backing or siding on a thoroughfare. A screening wall is also required where an alley is parallel to and adjacent to a public street. Where single family lots side on a thoroughfare, a combination of masonry and wrought iron design may be considered if the non-masonry material does not exceed forty (40) percent of the surface of the screening wall. A four (4) foot screening wall easement shall be provided for all screening walls located outside the right-of-way.

### 3. SCREENING WALL BETWEEN SINGLE FAMILY RESIDENTIAL AND MULTI-FAMILY RESIDENTIAL ZONING DISTRICTS.

There shall be constructed a structural screening wall of not less than six (6) feet in height along any portion of multi-family residential zoning districts, (MF1) and (MF2) , which adjoins any single family detached and attached zoning district, Mobile Home Park or Mobile Home Subdivision. The construction of the screening wall is the responsibility of the multi-family property owner. However, if a single family residential subdivision is being constructed adjacent to an existing multi-family use with no screening wall in place, the construction responsibility will shift to the single family residential developer/owner.

### 4. SCREENING WALL BETWEEN COMMERCIAL AND RESIDENTIAL USES.

There shall be constructed a screening wall of not less than six (6) feet along any portion of an office or retail use and a screening wall of not less than eight (8) feet along any portion of an industrial or warehouse use, which adjoins any portion of a single family detached or attached residential, multi-family residential, mobile home park or mobile home subdivision zoning district. The construction of the screening wall is the responsibility of the commercial or industrial property owner. However, if a single family residential subdivision or a multi-family residential use is being constructed adjacent to an existing commercial or industrial use with no screening wall in place, the construction responsibility will shift to the residential developer/owner. Screening requirement for institutional uses (schools and churches, etc.) in commercial zoning will be considered on a case-by-case basis.

### 4.5 SCREENING HEDGE BETWEEN ANY OFFICE, COMMERCIAL, INDUSTRIAL, OR WAREHOUSE ZONING DISTRICTS AND PUBLIC PARKS.

There shall be planted a screening hedge, composed of plants from the following recommended shrubbery list,<sup>1</sup> of not less than four (4) feet high at the time of planting, growing to not less than six (6) feet high within one (1) year along any portion of an office or retail use and growing to not less than eight (8) feet high within two (2) years along any portion of an industrial or warehouse use which adjoins any portion of a proposed or existing public park. The planting of the screening hedge is the lone responsibility of the retail, commercial, industrial, or warehouse property owner. Property owner/developer, at its sole expense, shall furnish or cause to be furnished, all labor, materials, equipment, accessories, and services necessary to maintain all plant materials when and as they become damaged or die.

#### RECOMMENDED LIST OF SHRUBBERY PLANTS:

Arborvitae	Oleander	Viburnum
Cherry Laurel	Photinia (Chinese, Fraser)	Wax Myrtle
Hollies	Pittosporum	
Junipers	Privet	

**5. SCREENING WALL REQUIREMENT FOR MOBILE HOME PARKS AND MOBILE HOME SUBDIVISIONS.**

All mobile home parks and mobile home subdivisions shall be screened by a screening wall of not less than six (6) feet in height on all sides. The construction of the screening wall is the responsibility of the mobile home park or subdivision property owner. However, if a single family residential subdivision is being constructed adjacent to an existing mobile home park or subdivision with no screening wall in place, the construction responsibility will shift to the single family residential developer/owner.

**6. SCREENING REQUIREMENT FOR WRECKER SERVICE STORAGE YARDS AND WRECKED VEHICLES.**

All wrecker service storage yards shall be screened by a screening wall of not less than eight (8) feet in height on all sides. Screening walls shall also be provided anywhere wrecked vehicles are kept, such as auto body shops and repair garages. This provision does not apply if wrecked vehicles are kept within a completely enclosed building. Any portion of the storage yard adjacent to or fronting a street shall be screened with an eight (8) foot brick, stone or decorative block masonry wall. The wall shall be placed beyond the required ten (10) foot landscaped strip. Other portions of the storage yard not adjacent to or fronting a street, may be fenced with an eight (8) foot solid, opaque fence.

**7. SCREENING REQUIREMENT FOR OUTSIDE STORAGE.**

In all zoning districts where outside storage of equipment, material, goods and supplies is allowed, all outside storage shall be screened from the view of any adjacent public street by a screening wall not less than six (6) feet in height. Any portion of the storage yard adjacent to or fronting a street shall be screened with a six (6) foot brick, stone or decorative block masonry wall. Materials and supplies may not be stacked higher than the height of the wall. The wall shall be placed beyond the required ten (10) foot landscaped strip. Other portions of the storage yard not adjacent to or fronting a street, may be fenced with a solid, opaque fence.

A detail of the proposed opaque fence in section and elevation and/or a manufacturer's detail and specifications must be provided on the engineering site plan for a project and/or as part of the fence permit process. The fence must be constructed with a manufacturer approved fencing material. The fence must completely conceal outside storage.

This provision does not apply to display of goods for sale incidental to a retail use, plant nursery, sales and rental of motor vehicles, mobile homes, boats or trailers.

**8. MAINTENANCE REQUIREMENT.**

Required screening walls for multi-family, commercial and industrial uses shall be maintained in good condition by the property owner.

Required screening walls for single family residential subdivisions shall be maintained by the City when within the right-of-way or within a wall maintenance easement. At the time of initial development, the developer shall pay 15 percent of the total cost of initial construction, to be placed in the City's screening wall maintenance account for future repair and upkeep of the screening walls within the City.

**VIII. OFF STREET PARKING AND LOADING REQUIREMENTS.**

**1. GENERAL PROVISIONS.**

In all districts there shall be provided at the time any building or structure is erected or structurally altered, off-street parking spaces. All parking and loading or unloading facilities, approaches, access driveways and standing or storage parking spaces for vehicles shall be paved with concrete or asphalt. This provision shall also apply to any use located on the property with no building or structure, Le. public or private parking lots, vehicle sales and service centers and mobile home sales lots. Trailers are defined as vehicles.

**2. PARKING REQUIREMENTS BASED ON USE.**

All required off-street parking shall be in accordance with the following requirements.

1. Auto Repair, Paint and Body Shops and Tire Shops: One (1) parking space for each 200 square feet of shop area. Work bays will be considered in the calculation, a work bay will be counted as one (1) parking space.
2. Bowling Alley: Six (6) parking spaces for each alley.
3. Business or Professional Office, Studio, Bank, Medical or Dental Clinic:

GROSS LEASABLE AREA	PARKING REQUIREMENTS
0 - 9,999 Sq. Ft.	1 per 200 Sq. Ft.
10,000 - 74,999 Sq. Ft.	1 per 250 Sq. Ft.
75,000 Sq. Ft. & Over	1 per 300 Sq. Ft.

4. Church or Other Place of Worship: One (1) parking space for each three (3) seats in the main auditorium.
5. Community Center, Library, Museum, Art Gallery or Skating Rink: Ten (10) parking spaces plus one (1) additional space for each three hundred (300) square feet of floor area in excess of two thousand (2,000) square feet. If an auditorium is included as part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of one (1) space for each four (4) seats that it contains.
6. Dance Hall, Assembly or Exhibition Hall without Fixed Seats: Two (2) parking spaces for each one hundred (100) square feet of floor area used thereof. With fixed seating, one (1) parking space for each four (4) seats or bench seating spaces.
7. Day Care: One (1) parking space for each two hundred-fifty (250) square feet of floor area plus a minimum three (3) car off-street drive through for pick-up and delivery of children.
8. Dwellings, Single-Family Attached or Detached: A minimum of (1) car garage plus (2) additional concrete spaces shall be provided.
9. Dwellings, Multi-Family: One (1) parking space for each dwelling unit plus one-half (1/2) space for each individual bedroom in all dwelling units.
10. Fraternity, Sorority or Dormitory: One (1) parking space for each two (2) beds.
11. Furniture or Appliance Store, Hardware Store, Wholesale Establishments, Machinery or Equipment Sales and Service, Clothing or Shoe Repair or Service: Two (2) parking spaces plus one (1) additional parking space for each three hundred (300) square feet of floor area over one thousand (1,000) square feet.
12. Golf Course and Driving Ranges: Seventy-five (75) parking spaces for each nine (9) holes plus requirements for other listed uses and one (1) parking space per tee for driving range.
13. Hospital: One (1) space per bed, piUS additional parking as required for other listed categories.
14. Hotel: One (1) parking space for each two (2) sleeping rooms or suites plus one (1) space for each two hundred (200) square feet of commercial floor area contained therein.

- 15. Manufacturing or Industrial Establishment, Research or Testing Laboratory, Creamery, Bottling Plant, Printing or Plumbing Shop or Similar Establishment: One (1) parking space for each three hundred (300) square feet of floor area.
- 16. Mobile Home Park: One (1) space for each mobile home plus additional spaces as required herein for accessory uses.
- 17. Mortuary or Funeral Home: One (1) parking space for each fifty (50) square feet of floor space in slumber rooms, parlors or individual funeral service rooms.
- 18. Motel: One (1) parking space for each sleeping room or suite plus one (1) space for each two hundred (200) square feet of commercial floor area contained therein.
- 19. Motor-Vehicle Salesrooms and Car Lots: One (1) parking space for each five hundred (500) square feet of sales floor for indoor uses, or one (1) parking space for each one thousand (1,000) square feet of outdoor display area. See also, Rules for Computing Number of Parking Spaces, this section, for mixed used parking requirements.
- 20. Retail Store or Personal Service Establishment, Except as Otherwise Specified Herein:

GROSS LEASABLE AREA	PARKING REQUIREMENTS
0 - 2,499 Sq. Ft.	10 per 1,000 Sq. Ft.
2,500 - 9,999 Sq. Ft.	7.5 per 1,000 Sq. Ft.
10,000 - 599,999 Sq. Ft.	5.5 per 1,000 Sq. Ft. or any part thereof if not 10,000 Sq. Ft. multiples
600,000 Sq. Ft. & Over	5.0 per 1,000 Sq. Ft.

- 21. Restaurant, Night Club, Cafe or Similar Recreation or Amusement Establishment: One and one-half (1.5) parking spaces for each one hundred (100) square feet of floor area.
- 22. Rooming or Boarding Houses: One (1) parking space for each two (2) sleeping rooms.
- 23. Sanitarium, Convalescent Home, Home for the Aged for Similar Institution: One (1) parking space for each six (6) beds.
- 24. School, Elementary: One (1) parking space for each five (5) seats in the auditorium or main assembly room, or one (1) space for each classroom plus six (6) spaces, whichever is greater.
- 25. School, Secondary and College:  
High Schools - One (1) parking space for each three (3) seats in the auditorium plus requirements for other listed categories.  
College or Adult Education - One (1) parking space for each thirty (30) square feet of classroom area plus requirements for other listed categories.
- 26. Theater, Auditorium (except school), Sports Arena, Stadium or Gymnasium: One (1) parking space for each four (4) seats or bench seating spaces.
- 27. Self-Storage Buildings and Facilities: Ten (10) foot parallel loading or unloading lanes shall be provided around all buildings. The loading or unloading lanes shall be in addition to any required fire lanes.
- 28. Storage Rooms: One (1) parking space for each three hundred (300) square feet of storage room area.
- 29. Warehouse:

FLOOR AREA	PARKING REQUIREMENT
0 - 24,999 Sq. Ft.	1 per 1,000 Sq. Ft.
25,000 Sq. Ft. & Over	1 per 2,000 Sq. Ft.

### 3. RULES FOR COMPUTING NUMBER OF PARKING SPACES

"Floor area" shall mean the gross floor area of the specific use. Where fractional spaces result, the parking spaces required shall be constructed to the nearest whole number.

The parking space requirement for a use not specifically mentioned herein shall be the same as required for a use of similar nature.

Whenever a building or use constructed or established after the effective date of this ordinance is changed or enlarged in floor area, number of employees, number of dwellings units, seating capacity or otherwise, to create a need for an increase of ten (10) percent or more in the number of existing parking spaces, such spaces shall be provided on the basis of the enlargement or change. Whenever a building or use existing prior to the effective date of this ordinance is enlarged to the extent of fifty (50) percent or more in floor area or in the area used, said building or use shall then and thereafter comply with the parking requirements set forth herein.

In the case of mixed uses, the parking spaces required shall equal the sum of the requirements of the various uses computed separately.

### 4. LOCATION OF PARKING SPACES.

All parking spaces required herein shall be located on the same lot with the building or use served, except as follows:

1. Where an increase in the number of spaces is required by a change or enlargement of use or where such spaces are provided collectively or used jointly by two (2) or more buildings or establishments, the required spaces may be located not to exceed five hundred (500) feet from any other non-residential building served.
2. Not more than fifty (50) percent of the parking spaces required (1) theaters, bowling alleys, dance halls, night clubs, cafes or similar uses, and not more than eight (80) percent of the parking for a church or school auditorium or similar uses may be provided and used jointly by (2) similar uses not normally open, used or operated during the same hours as those listed in (1); provided, however, that written agreement thereto is properly executed and filed as specified below.
3. In any case where the required parking spaces are not located on the same lot with the building or use served, or where such spaces are collectively or jointly provided and used, a written agreement thereby assuring their retention for such purposes, shall be properly drawn and executed by the parties concerned, approved as to form by the City and executed by the parties concerned, approved as to form by the City Attorney and shall be filed with the application for a building permit.

### 5. MINIMUM DIMENSIONS FOR OFF-STREET PARKING.

Ninety (90) Degree Angle Parking: Each parking space shall be not less than nine (9) feet wide or less than eighteen (18) feet in length. Maneuvering space shall be in addition to parking space and shall be not less than twenty-four (24) feet perpendicular to the building or parking line.

Sixty (60) Degree Angle Parking: Each parking space shall be not less than (9) feet wide perpendicular to the parking angle nor less than seventeen (17) feet in length when measured at right angles to the building or parking line. Maneuvering space shall be in addition to parking space and shall be not less than twenty (20) feet perpendicular to the building or parking line.

Forty-Five (45) Degree Angle Parking: Each parking space shall be not less than nine (9) feet wide perpendicular to the parking angle nor less than sixteen (16) feet in length when measured at right angles to the building or parking line. Maneuvering space shall be in addition to parking space and shall be not less than eighteen (18) feet perpendicular to the building or parking line.

Parallel Parking: Each parking space shall be not less than ten (10) feet wide nor less than twenty four (24) feet in length. Parallel parking will not be considered except when it can be situated in such a manner that persons entering and exiting vehicles will be out of the flow of traffic.

When off-street parking facilities are located adjacent to a public alley, the width of said alley may be assumed to be a portion of the maneuvering space requirement. Where off-street parking facilities are provided in excess of the minimum amounts herein specified, or when off street parking facilities are provided but not required by this ordinance, said off-street parking facilities shall comply with the minimum requirements for parking and maneuvering space herein specified.

**6. OFF-STREET LOADING SPACE.**

Every building or part thereof erected or occupied for retail business, service, manufacturing, storage, warehousing, hotel, mortuary, or any other use similarly involving the receipt or distribution by vehicles or materials or merchandise, shall provide and maintain on the same premises loading and parking space.

For all industrial and warehouse developments, one (1) loading space for each ten thousand (10,000) feet, or fraction thereof, of floor area in the building.

For all retail and service developments, one (1) loading space shall be provided for a building between five thousand (5,000) square feet to fifteen thousand (15,000) square feet of floor area, and one (1) additional loading space for each fifteen thousand (15,000) square feet, or fraction thereof, of floor area in excess of fifteen thousand (15,000) square feet. A loading space is not required for retail and service uses under five thousand (5,000) square feet.

Each required loading space shall have a minimum size as described herein. A space within the main building or on the same lot therewith, providing for the standing, loading, or unloading of trucks, and having minimum dimensions of twelve (12) by eighty (80) feet for industrial and warehouse uses and twelve (12) by forty (40) feet for commercial and institutional uses with a vertical clearance of at least fourteen (14) feet.

Access and maneuvering areas shall be provided on the same building lot as the principal use for which the loading and parking is intended. Maneuvering space shall be in addition to parking space and shall be of sufficient area to inscribe a circle with a diameter of not less than one hundred (100) feet for industrial and warehouse uses or a circle with a diameter of fifty (50) feet for commercial and institutional uses. The intended use of the building shall be considered and these requirements may be increased if in the opinion of the City of Lewisville the requirements stated above does not accomplish the intent of this section.

**7. HANDICAPPED PARKING REQUIREMENTS.**

Handicapped parking spaces and/or loading zones shall be provided by the building or facility owner, agent, or occupants. The number of spaces shall comply with this section. All other requirements of the latest addition of the General Services Administration handbook for handicapped parking will apply to all buildings and facilities.

An approved number of parking spaces should be based on the location and function of the building or facilities the parking is to serve but shall never be less than the number specified below:

TOTAL PARKING SPACE PROVIDED	MINIMUM NUMBER OF ACCESSIBLE SPACES
1 - 50	1
51 - 100	2
101 - 300	3
301 - 500	5
Over 500	1% of Total

**IX. Fees**

Following is a summary of fee schedules for permits and requirements pertaining to this ordinance. Additional fees may be required, in the course of development, at the time of applying for other city services. (See other fee ordinances)

<b>Application Fee for Abandonments</b>	\$ 150.00
<b>Board of Adjustment (Each Request)</b>	\$ 100.00
<b>Development and Construction Variance Fee</b>	\$ 100.00
<b>Driveway Permit:</b>	
City Permits	\$ 25.00
State Permits	\$ 50.00
<b>Engineering Site Plan:</b>	
Less than 1 acre	\$ 250.00
1 to 4.99 acres	\$ 400.00
5 to 24.99 acres	\$ 400.00 plus \$ 30.00 per acre
25 acres and up	\$ 750.00 plus \$ 30.00 per acre
<b>General Development Ordinance Book</b>	\$ 25.00
<b>Grading Plan:</b>	
Less than 1 acre	\$ 125.00
1 to 4.99 acres	\$ 200.00
5 acres and up	\$ 200.00 plus \$15.00 per acre
<b>Preliminary Plat/Final Plat/Replat:</b>	
Single Family	\$ 200.00 plus \$ 5.00 per lot
Commercial, Industrial, and Multi-family	\$ 200.00 plus \$ 30.00 per acre
<i>(Checks for filing documents at Denton County, based on current schedule, must be made in the exact amount to the Denton County Clerk.)</i>	
<b>Public Works Inspection</b>	1.5% of construction costs
<b>State Permit Fees for Water and Sewer Connections</b>	\$ 50.00
<b>Traffic Control Devices:</b>	
Per Linear Foot Per Lane Line (painting)	\$0.25
Per Street Intersection (signage)	\$150.00
Per Divided Street Intersection (signage)	\$300.00
<b>Zoning Change Requests:</b>	
Less than 1/2 acres	\$150.00
1/2 acre to 4.99 acres	\$250.00
5 acres to 24.99 acres	\$400.00
F 25 acres to 49.99 acres	\$750.00
50 acres to 99.99 acres	\$1,000.00
100 acres and more	\$1,500.00

APPENDIX 1

TITLE BLOCK FOR PLATS & ENGINEERING SITE PLANS

STAFF AND UTILITY COMPANY SIGNATURE BLOCKS  
FOR ENGINEERING SITE PLANS

OWNER'S CERTIFICATE OF DEDICATION

SIGNATURE BLOCKS FOR PRELIMINARY PLATS

SIGNATURE BLOCKS FOR FINAL PLATS

## TITLE BLOCKS FOR PLATS & ENGINEERING SITE PLANS

### PRELIMINARY & FINAL PLAT TITLE BLOCK

FINAL OR PRELIMINARY PLAT NAME OF THE ADDITION LIST OF ALL LOTS & BLOCKS & PHASES TOTAL ACREAGE ZONING SURVEY ABSTRACT NUMBER(S)
---

### REPLAT TITLE BLOCK

FINAL PLAT NAME OF THE ADDITION LIST OF ALL LOTS & BLOCKS & PHASES TOTAL ACREAGE ZONING BEING A REPLAT OF NAME OF THE ADDITION LOT(S) & BLOCK(S) & PHASE(S) FILING INFORMATION SURVEY ABSTRACT NUMBER(S)
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### ENGINEERING SITE PLAN TITLE BLOCK

ENGINEERING SITE PLAN FOR NAME OF THE PROJECT NAME OF THE ADDITION LOT(S) & BLOCK(S) & PHASE(S) TOTAL ACREAGE ZONING
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THE TITLE BLOCK AND A 3" WIDE X 2" LONG WHITE SPACE (FOR COUNTY FILING PURPOSES) ARE TO BE LOCATED ON THE LOWER RIGHT-HAND CORNER OF THE SHEET.

STAFF & UTILITY COMPANY SIGNATURE BLOCKS FOR ENGINEERING SITE PLANS

APPROVED FOR CONSTRUCTION		
	DATE	SIGNATURE
PLANNING & ZONING		
ENGINEERING		
BUILDING INSPECTION		
FIRE PREVENTION		
PUBLIC SERVICES		
PARKS & LEISURE		
TEXAS N.M. POWER CO.*		
DENTON COUNTY CO-OP*		
GENERAL TELEPHONE*		
SOUTHWESTERN BELL*		
LONE STAR GAS		
PARAGON CABLE		
TEXAS WASTE MNGT		

\* SIGNATURES NEEDED FOR APPLICABLE COMPANY ONLY.

# OWNER'S CERTIFICATE OF DEDICATION

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT (OWNER NAME) \_\_\_\_\_ THROUGH THE UNDERSIGNED AUTHORITY, DO/DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS (NAME OF THE ADDITION, PHASE, LOT & BLOCK) \_\_\_\_\_

AN ADDITION TO THE CITY OF LEWISVILLE, DENTON/DALLAS COUNTY, TEXAS, AND DOES HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS AND ALLEYS SHOWN HEREON; AND DOES HEREBY DEDICATE THE EASEMENT STRIPS SHOWN ON THE PLAT FOR MUTUAL USE AND ACCOMMODATION OF THE CITY OF LEWISVILLE AND ALL PUBLIC UTILITIES DESIRING TO USE, OR USING SAME. NO BUILDINGS, FENCES, TREES, SHRUBS, SIGNS, OR OTHER IMPROVEMENTS SHALL BE CONSTRUCTED OR PLACED UPON, OVER, OR ACROSS THE EASEMENT STRIPS ON SAID PLAT. THE CITY OF LEWISVILLE AND ANY PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS, SIGNS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS RESPECTIVE SYSTEM ON ANY OF THESE EASEMENT STRIPS, AND THE CITY OF LEWISVILLE AND ANY PUBLIC UTILITY SHALL AT ALL TIMES HAVE THE RIGHT OF INGRESS AND EGRESS TO AND FROM AND UPON ANY OF SAID EASEMENT STRIPS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEM WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. A BLANKET EASEMENT OF A THREE (3) FOOT RADIUS FROM THE CENTER POINT OF ALL FIRE HYDRANTS AND A TWO (2) FOOT RADIUS FROM THE CENTER POINT OF ALL OTHER APPURTENANCES (FIRE HYDRANT VALVES, WATER METERS, METER BOXES) IS HEREBY GRANTED TO THE CITY OF LEWISVILLE FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING AND MAINTAINING THE ABOVE NAMED APPURTENANCES.

WE DO FURTHER DEDICATE, SUBJECT TO THE EXCEPTIONS AND RESERVATIONS SET FORTH HEREINAFTER, TO THE PUBLIC USE FOREVER, ALL PUBLIC USE SPACES SHOWN ON THE FACE OF THE PLAT.

ALL LOTS IN THE SUBDIVISION SHALL BE SOLD AND DEVELOPED SUBJECT TO THE BUILDING LINES SHOWN ON THE PLAT.

\_\_\_\_\_  
NAME, TITLE  
COMPANY

\_\_\_\_\_  
NAME, TITLE  
COMPANY

IF MORE THAN ONE OWNER, ALL WILL HAVE TO SIGN THE PLAT.

LIEN HOLDER SIGNATURE, IF ANY.

ALL SIGNATURES HAVE TO BE NOTARIZED.

## SIGNATURE BLOCKS FOR PRELIMINARY PLATS

The following certificates shall be placed on the preliminary plat by the subdivider:

**(A) IF VARIANCES ARE REQUESTED:**

**LIST: ALL VARIANCES REQUESTED**

"Preliminary Plat for Review Purpose Only

Recommended for Approval

\_\_\_\_\_  
Name, Chairman, Planning & Zoning Commission  
City of Lewisville, Texas

\_\_\_\_\_  
Date"

"Approved for Preparation of Final Plat

\_\_\_\_\_  
Name, Mayor, City of Lewisville, Texas

\_\_\_\_\_  
Date"

**(B) IF NO VARIANCES ARE REQUESTED:**

"No Variances from the General Development Ordinance Requested:

Approved for Preparation of Final Plat

\_\_\_\_\_  
Name, Chairman, Planning & Zoning Commission  
City of Lewisville, Texas

\_\_\_\_\_  
Date"

### SIGNATURE BLOCKS FOR FINAL PLATS

One of the following certificates shall be placed on the plat:

**(A) IF VARIANCES OTHER THAN THOSE APPROVED BY CITY COUNCIL AT PRELIMINARY PLAT STAGE ARE REQUESTED:**

**LIST: VARIANCE(S) APPROVED WITH DATE(S)  
NEW VARIANCE(S) REQUESTED**

"Recommended for Approval

\_\_\_\_\_  
Name, Chairman, Planning & Zoning Commission  
City of Lewisville, Texas

\_\_\_\_\_  
Date"

Approved and Accepted

\_\_\_\_\_  
Name, Mayor, City of Lewisville, Texas

\_\_\_\_\_  
Date"

**(B) IF NO VARIANCES OTHER THAN THOSE APPROVED BY THE CITY COUNCIL AT PRELIMINARY PLAT STAGE ARE REQUESTED:**

**LIST: VARIANCE(S) APPROVED WITH DATE(S)**

"All Variances (if any) from the General Development Ordinance Approved by City Council.

\_\_\_\_\_  
Name, Chairman, Planning & Zoning Commission  
City of Lewisville, Texas

\_\_\_\_\_  
Date"

The undersigned, the City Secretary of the City of Lewisville, Texas, hereby certifies that the foregoing final plat of the \_\_\_\_\_  
\_\_\_\_\_ Subdivision or Addition to the City of Lewisville was submitted to the appropriate  
Planning & Zoning Commission or City Council as required by the ordinances of the City of Lewisville on the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 19 \_\_\_\_ and such body by formal action, then and there accepted the dedication of streets, alleys, parks, easements,  
public places and water and sewer lines, as shown and set forth in and upon said plat, and said body further authorized the acceptance  
thereof by signing as hereinabove subscribed in the capacity stated.

Witness by hand this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

\_\_\_\_\_  
Name, City Secretary  
City of Lewisville, Texas

FILED \_\_\_\_\_

CAB \_\_\_\_\_ PG \_\_\_\_\_ M.R.D.C.T."

APPENDIX 2

CERTIFICATE OF ABANDONMENT FORM

CERTIFICATE OF CORRECTION FORM

APPLICATION FOR FLOODPLAIN PERMIT

# CERTIFICATE OF ABANDONMENT

STATE OF TEXAS  
I COUNTY OF DENTON

Whereas certain easement(s) was granted on the Final Plat of \_\_\_\_\_, an addition to the City of Lewisville, Texas, according to the plat in Cabinet \_\_\_\_\_, Page \_\_\_\_\_, in the map records of Denton County, Texas, or granted by separate instrument filed of record Volume \_\_\_\_\_, Page \_\_\_\_\_, and whereas such easement(s) is no longer necessary and the property is served with adequate easement(s), then;

This certificate is filed for the purpose of abandoning \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Owner, Name

\_\_\_\_\_  
Registered Surveyor, Name  
Registration Number, Signed, Sealed & Dated

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said-corporation.

Given under my hand and seal of office on this the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, Name

\_\_\_\_\_  
Expiration Date

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, Name

\_\_\_\_\_  
Expiration Date

Approved: \_\_\_\_\_  
Name, Mayor  
City of Lewisville

\_\_\_\_\_  
Date

Attested: \_\_\_\_\_  
Marty Hendrix, City Secretary,  
City of Lewisville

\_\_\_\_\_  
Date

# CERTIFICATE OF CORRECTION

STATE OF TEXAS  
COUNTY OF DENTON

On the Final Plat of \_\_\_\_\_, an addition to the City of Lewisville, Texas, according to the plat in Cabinet \_\_\_\_\_, Page \_\_\_\_\_, in the map records of Denton County, Texas, hereby amends and corrects the plat as follows:

This certificate is filed for the purpose of correcting \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Owner, Name  
Registered Surveyor, Name  
Registration Number. Signed, Sealed & Dated

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, Name  
Expiration Date

Approved: \_\_\_\_\_  
Name, Mayor  
City of Lewisville  
Date

Attested: \_\_\_\_\_  
Marty Hendrix, City Secretary,  
City of Lewisville  
Date

**APPLICATION FOR  
FLOODPLAIN DEVELOPMENT PERMIT**

		Date	Permit No.	
Name of Owner or Applicant	Telephone Number		Office Use Only <input type="checkbox"/> Approved <input type="checkbox"/> Approved With Conditions * <input type="checkbox"/> Denied **	
Address of Owner	Nearest Stream			
Location of Permit Area (Address or Legal Description)			Date In:	Date Out:
			Processed By:	
			Approved By:	
PURPOSE OF REQUEST: <input type="checkbox"/> Excavation <input type="checkbox"/> Filling <input type="checkbox"/> Dredging or Mining <input type="checkbox"/> Utility Construction <input type="checkbox"/> Building Permit <input type="checkbox"/> Grading <input type="checkbox"/> Paving <input type="checkbox"/> Drilling Operations <input type="checkbox"/> Other _____				
BRIEF DESCRIPTION OF PROPOSAL (Attach separate sheet if needed)				
COMPLETE APPLICABLE QUESTIONS:				
1. Total drainage area of watercourse _____ acres      2. Regulatory flood elev. _____ <input type="checkbox"/> Not available 3. Has site previously flooded? <input type="checkbox"/> Yes <input type="checkbox"/> No      4. Is site subject to flooding <input type="checkbox"/> Yes <input type="checkbox"/> No 5. Is safe access available during times of flood? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown 6. Is the proposal within the designated floodway? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown 7. Have all necessary prior approval permits been obtained from Federal, State or Local Governmental Agencies? <input type="checkbox"/> Non Required <input type="checkbox"/> Yes <input type="checkbox"/> No (If no, explain. If yes, provide copies of approval letters or permits).				
ATTACH THE FOLLOWING IF APPLICABLE:				
1. Two (2) sets scale drawings showing location, dimensions, elevations of existing and proposed topographic alterations, existing and proposed structures, location relative to floodplain area. 2. Extent to which watercourse or natural drainage will be altered or relocated. 3. Supporting hydraulic calculations, reports, etc., used as a basis for proposed improvements. 4. Lowest floor elevation (including basement) of all proposed structures. 5. Elevation to which any non-residential structure shall be flood proofed. 6. Certification by registered professional engineer or architect that flood proofing criteria are met as set forth in Art. 5 Section B Ordinance No. 1330.				
<b>DURING THE OCCURRENCE OF A 100 YEAR FREQUENCY FLOOD WILL THE PROPOSAL:</b>			<b>Yes</b>	<b>No</b>
			<b>Info. Not Available</b>	
1. Reduce capacity of channels/floodways/watercourse in floodplain area?				
2. Measurably increase flood flows/heights/damage on off-site properties?				
3. Individually or combined with other existing or anticipated development expose adjacent properties to adverse flood effects?				
4. Increase velocities/volumes of flood waters sufficiently to create significant erosion of floodplain soils on subject property or adjacent property upstream/downstream?				
5. Encroach on Floodway causing increase in flood levels?				
6. Provide compensatory storage for any measurable loss of flood storage capacity?				

### FLOODPLAIN DEVELOPMENT PERMIT

The City of Lewisville's Floodplain' Permit Program is authorized by Art. 3 Sec. C of City Ordinance No. 1330, adopted September 8, 1986. This Permit is required for all development taking place within the area of the 100-year floodplain (special flood hazard areas) as shown on the current Flood Insurance Rate Maps and Flood Boundary-Floodway Maps, published by the Federal Emergency Management Agency (FEMA). These maps are available for public inspection in the Engineering Department, 1100 N. Kealy Ave.

Application is hereby made for a permit to authorize the activities described herein. I hereby certify that I am familiar with the information contained on this application and to the best of my knowledge such information is true and accurate. I further certify that I possess the authority to undertake the proposed activity. I understand that if my application is denied, I have sixty days from the date of such denial to appeal the adverse action to the Appeal Board in accordance with Art. 4 Sec. D.

\_\_\_\_\_  
Signature of Applicant or Authorized Agent

OFFICE USE ONLY	FLOODPLAIN AREA DEFINED BY: <input type="checkbox"/> FEMA <input type="checkbox"/> COE <input type="checkbox"/> FLOOD STUDIES <input type="checkbox"/> HIGH WATER MARKS <input type="checkbox"/> OTHER			
	FEMA INS. ZONE	FEMA MAP NO.	FLOOD ELEV.	GROUND ELEV.
	FLOOD PLAIN STUDY		PLATE NO.	FLOOD ELEV.
	CONDITIONS FOR APPROVAL* OR REASONS FOR DENIAL**			

APPENDIX 3

AGREEMENT FOR PAYMENT OF CONSTRUCTION COST

AGREEMENT FOR PERFORMANCE ESCROW  
FOR PUBLIC IMPROVEMENT CONSTRUCTION

STATE OF TEXAS

COUNTY OF DENTON

**AGREEMENT FOR PAYMENT OF  
CONSTRUCTION COST \_\_\_\_\_**

**WHEREAS**, \_\_\_\_\_, (hereinafter called "Owner") is the owner of certain real property within the City of Lewisville, Texas, which property consists of \_\_\_\_\_ an addition to the City of Lewisville, Denton County, Texas (the "Owner Property?"; and \_\_\_\_\_;

**WHEREAS**, Owner plans to and is in the process of developing the Owner Property in accordance with Owner's plans and specifications and in compliance with the City of Lewisville, Texas, code procedures and standards; and,

**WHEREAS**, the subdivision regulations of the City of Lewisville, Texas (the "City") require Owner to pay for streets, drainage, and other Public Improvements (herein so called) the estimated costs of which are listed on Attachment A to this Agreement, which attachment is made a part hereof for all purposes.

**WHEREAS**, the subdivision regulations of the City require Owner to complete and obtain final City acceptance of said Public Improvements prior to issuance by the City of a building permit, however, if funds are escrowed to fully cover all costs of the Public Improvements; a building permit may be issued for the Owner Property prior to completion and final acceptance of the Public Improvements.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. That the City will advertise on bids and enter into the contract for construction of \_\_\_\_\_, including the area for which Owner is financially responsible; the exact time of which is unknown to City; The City will be in charge of specifications, plans, inspections, payments and all other normal construction matters. The exact time for construction of such improvements shall be in the sole discretion of City, and it is understood that such time may well be past the date of this agreement.

2. Based upon current estimates of the cost of construction of the Public Improvements, and as reflected on Attachment A, Owner shall deposit with City, prior to the date of issuance of any building permit for the construction of improvements on the Owner Property, as cash escrow in the amount of \_\_\_\_\_ no/100 Dollars (\$ \_\_\_\_\_).

3. Upon receipt of said escrowed funds, Owner shall have no liability for any additional payment for costs of the public improvements listed on Attachment A when the project is performed by the City.

4. The City shall deposit the escrowed funds in any investment account used by the City. The City shall have the authority to pay from such account from time to time, based upon the project engineer's estimate of percentage of completion, such sums as are necessary to pay for Owner's portion of the construction costs associated with improvements listed on attachment A. Interest earned on said escrowed funds shall be credited to the project until final completion. Any project costs in excess of escrowed amounts shall be the responsibility of the City. Upon final completion, any sums in excess of the amount determined by the project engineers to be allocable to the project shall remain with the City available for any lawful purpose.

5. The term of this Agreement shall commence on the date hereof and shall continue in full force and effect until all funds in the escrow account have been fully disbursed in accordance with the provisions hereof.

6. Any amendment to the terms of this Agreement shall be in writing and signed by all parties hereto.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

8. This Agreement is solely for the benefit of Owner and the City and is not intended to be nor shall be construed to be for the benefit of any third party.

AGREEMENT FOR PAYMENT OF  
CONSTRUCTION COST \_\_\_\_\_

Page 2

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

OWNER:

By: \_\_\_\_\_

Title: \_\_\_\_\_

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

CITY:

THE CITY OF LEWISVILLE, TEXAS

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS

COUNTY OF DENTON

**AGREEMENT FOR PERFORMANCE ESCROW FOR  
PUBLIC IMPROVEMENT CONSTRUCTION**

**WHEREAS**, \_\_\_\_\_ (hereinafter called "Owner") is the owner of certain real property within the City of Lewisville, Texas, which property consists of Lot \_\_\_\_\_, Block \_\_\_\_\_, \_\_\_\_\_, an addition to the City of Lewisville, Denton County, Texas (the "Owner Property"); and

**WHEREAS**, Owner plans to and is in the process of developing the Owner Property in accordance with Owner's plans and specifications and in compliance with the City of Lewisville, Texas code procedures and standards; and

**WHEREAS**, the subdivision regulations of the City of Lewisville, Texas (the "City") require Owner to pay for sewer, water, and other Public Improvements (herein so called) the estimated costs of which are listed on Exhibit A to this Agreement, which attachment in made a part hereof for all purposes.

**WHEREAS**, the subdivision regulations of the City require Owner to complete and obtain final City acceptance of said Public Improvements prior to issuance by the City of a building permit, however, if funds are escrowed to fully cover all costs of the Public Improvements; a building permit may be issued for the Owner Property prior to completion and final acceptance of the Public Improvements.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Owner shall perform the construction of, or enter into a contract for the construction of, said Public Improvements in accordance with the plans approved by the City and in accordance with the requirements of the City. Owner shall be responsible for preparation of all plans and specifications, inspections, payment and all other normal construction matters in compliance with the Code Standards of the City in connection with construction of the Public Improvements.

2. Based upon current estimates from project builder of the cost of construction of the Public Improvements, and as reflected on Exhibit A, Owner shall deposit with City, prior to the date of issuance of any building permit for the construction of improvements on the Owner Property, as cash escrow in the amount of \_\_\_\_\_ one-hundredths/dollars (\$ \_\_\_\_\_) to assure performance and completion by Owner of the Public Improvements. The City shall have the right, but not the obligation, to deposit said funds in any investment account utilized by the City. Any interest earned on said escrowed funds shall be credited to the cash escrow account.

3. In the event that Owner fails to complete construction of the Public Improvements, no Certificate of Occupancy shall be issued for the premises on the Owner Property until after such Public Improvements are finally completed. The City shall have the right, but not the obligation, to perform and complete the Public Improvements if Owner defaults in such performance, upon giving written notice thereof to Owner.

4. In the event City elects to perform and complete such Public Improvements after Owner defaults, and is thereby required to administer all normal construction performance matters defaulted by Owner, City shall have the authority to access private property and to draw upon and pay from said escrow account, based upon the City Engineer's estimate of percentage of completion, such sums as may be necessary to pay for the completion of the construction and/or design of the Public Improvements. In such event, Owner shall have no claim or right to refund of any sums, including interest earned thereon, without regard to amounts determined by the City Engineer to be allocable for Owner's portion of the completion of construction and/or design of said Public Improvements.

## OTHER DEVELOPMENT ORDINANCES AND REGULATIONS.

The following is a list of other ordinances and regulations which, although not specifically a part of this General Development Ordinance, may be applicable for development projects within the City of Lewisville. Copies of and information about these regulations are available from the Department of Community Development.

GENERAL PROVISIONS  
 AIR ORDINANCE  
 ASSESSMENT POLICY  
 CAPITAL RECOVERY ORDINANCE  
 COMPREHENSIVE DRAINAGE STUDY  
 CONSTRUCTION STANDARDS FOR ON SITE SEWERAGE FACILITIES  
     (Texas Department of Health)  
 DESIGN CRITERIA FOR SEWERAGE SYSTEMS  
     (Texas Department of Health)  
 DRAINAGE CRITERIA MANUAL  
 DRAINAGE MAINTENANCE ORDINANCE (1331)  
 FENCE ORDINANCE  
 FLOOD DAMAGE PREVENTION ORDINANCES (1330, 1345)  
 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES  
 MASTER THOROUGHFARE PLAN  
 NATIONAL ELECTRIC CODE  
 NON-POINT SOURCE CONTROL  
 PARK DEDICATION ORDINANCE  
 POLICY GUIDELINES ON ABANDONMENT OF REAL PROPERTY  
 RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS  
     (Texas Department of Health)  
 SEPTIC TANK ORDINANCE  
 SIGN ORDINANCE  
 STANDARD FIRE HYDRANT SPECIFICATIONS  
 STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION  
     (North Central Texas Council of Governments)  
 UNIFORM MECHANICAL CODE  
 UNIFORM PLUMBING CODE  
 UNIFORM FIRE CODE  
 UNIFORM BUILDING CODE  
 WASTE WATER SYSTEM COLLECTION PLAN  
 WATER AND SEWER REGULATIONS  
 WATER DISTRIBUTION SYSTEM PLAN  
 WATER WELL REGULATIONS  
 WATER AND SANITARY SEWER CONNECTION ORDINANCE (1442)

## AGREEMENT

**WHEREAS** Bright Farm Partnership or assigns (hereinafter "Bright") owns a tract of land comprised of approximately 2,400 acres as more particularly described in Exhibit "A" (hereinafter "Lands") and located in the limits of the City of Hebron, and

**WHEREAS** two special districts, Denton County Fresh Water Supply District #1A and Denton County Fresh Water Supply District #1B (hereinafter "Districts") have been created essentially encompassing the Lands; and

**WHEREAS** the City of Lewisville (hereinafter "Lewisville") desires that most of the land described in Exhibit "A" be included in its Extra-Territorial Jurisdiction and developed therein; and

**WHEREAS** the Districts desire to enter into agreements with Lewisville to purchase sewer services and potentially water services from Lewisville; and

**WHEREAS** Bright desires to create certain special districts to provide services and financing for the development of the Lands;

**NOW THEREFORE**, Bright, the Districts, and Lewisville agree as follows:

1. **Creation of Lewisville ETJ.** Bright shall request that Hebron disannex the Lands from the boundary of Hebron in favor of Lewisville's Extra-Territorial Jurisdiction ("ETJ") by disannexation of the Lands with the exception of a 5-foot strip on the edge of the Lands which border any city of ETJ other than Lewisville. The purpose of this disannexation will be to place the remainder of the Lands other than the strip remaining in Hebron within the ETJ of Lewisville.
2. **Annexation of the Lands by Lewisville.** Lewisville agrees that, within 30 days of the disannexation in paragraph 1 above, Bright shall request and Lewisville shall annex a 5-foot strip adjacent to the Hebron strip. If the establishment of Lewisville's ETJ as set forth in section 1 hereof and Bright's request for annexation do not occur within six months after the date of this Agreement, Lewisville shall have the right to terminate this Agreement. Lewisville further agrees that, without the consent of Bright, it shall not annex any undeveloped areas of the Lands and that it shall not annex any portions of the Lands that are developed for commercial properties, prior to annexing all portions of the Lands that are developed for residential purposes. The definition of developed land is a parcel of land that has water, sewer, drainage, and roads completed and that is located within a special district which has issued bonds to pay for the water, sewer, drainage, and roads for such developed land. Annexation cannot occur prior to the authorization of some bonds by a district. Notwithstanding anything in this Agreement to the contrary, Lewisville shall have the right to annex developed land on and after the date of issuance of bonds to provide all of the needed water, sewer, drainage, and roads to the developed land.
3. **Approval of the Creation and Operation of Special Districts.** By execution of this Agreement, Lewisville consents to the original creation of the Denton County Fresh Water Supply District, its conversion to a Water Control and Improvement District, its assumption of Road Utility District powers, its division into two districts, their power to divide in the future, issue bonds, assign contracts, contract with a Public Improvement District (P.I.D.) to issue bonds secured by taxes within the District or Districts, as well as all other legal powers of the Districts in existence at the time of this Agreement. The parties agree that the Districts shall have the right to issue bonds for the purpose of constructing and acquiring water, sewer, drainage and road improvements (and related issuance costs and other related costs authorized by the Texas Natural Resource Conservation Commission) without the approval of Lewisville. The parties agree that the Districts may issue refunding bonds without the approval of Lewisville. The parties agree that all additional bond issues by the Districts to construct or acquire water, sewer, drainage and road improvements to serve the Lands for which bonds had previously been issued by the Districts must be approved by Lewisville.

Lewisville shall not require the posting of any maintenance bonds for public improvements constructed for the Districts. However, the Districts shall be prohibited from issuing any bonds exceeding 30 years, and any bonds issued to refund the original bonds shall not exceed the above mentioned 30-year term less the time elapsed from the original bond issue and the refunding bond issue. If the Districts' tax rates are below the ad-valorem tax rate of Lewisville after the Districts have issued all authorized bonds, the Districts agree that they will levy a tax rate equal to Lewisville and place the excess funds into a sinking fund for the retirement of the outstanding bonded indebtedness.

Lewisville consents to the power of the Districts to grant certain franchisees for electric, telephone, gas, and other services. Language shall be included in the franchise grants so that the franchises shall not be diminished in the event of annexation, that the fees paid by the franchisees shall be no less than the fees paid by similar franchisees to Lewisville, and that the obligations of the franchisees with regard to the use of the right of way shall be no less onerous than the requirements imposed upon similar franchisees by Lewisville.

4. **Creation and Operation of Public Improvement Districts.** Lewisville agrees to follow the statutory procedure to consider the resolutions and ordinances necessary to create and allow the operation of P.I.D.s located within the boundary of the Lands and a special District located therein. The operations shall include the issuance of bonds and the retention of engineering and legal professionals recommended by Bright. The expense of the professionals, and the operation of the P.I.D.s shall initially be borne by Bright and reimbursed from the bond issues. However, Lewisville shall have the right to obtain issuers counsel related to the issuance of bonds at the expense of Bright or a District so long as the cost incurred by Bright or the District does not exceed \$5,000. The form of the bonds or other obligations issued by or entered into by the P.I.D. shall be in the form requested by the governing bodies of the P.I.D. and the Water District. Lewisville shall not be required to subsidize the operation of the P.I.D.'s, and Lewisville shall not require the posting of any maintenance bonds for public improvements constructed for the P.I.D.'s. Notwithstanding any other provision of this Agreement to the contrary, if, for any reason, a P.I.D. is not created within 75 days after it is requested by Bright, Bright shall have the right to terminate this Agreement. However, termination of the Agreement shall have no effect on the variances discussed in Section 8 herein.

5. **New Legislation or Ordinances.** Bright and Lewisville agree that unless both of them agree, neither will pursue the passage of any legislation or changes in ordinances that would nullify anything in this agreement. Furthermore, all parties agree that unless all parties agree, they will be bound by the laws and ordinances (including waivers mentioned in this agreement) in effect at the time of this agreement. However, it is agreed that this paragraph will not apply to changes in state or national legislation that mandate a change to this agreement. The Districts and Bright will not petition or seek creation of one or more county development districts without the consent of the city council of Lewisville.

6. **Land Use.** Lewisville agrees to follow the statutory procedures to create and implement single-family zoning ordinances containing the provisions in Exhibit B. Lewisville further agrees that all portions of the Land shall be zoned in accordance with appropriate Lewisville zoning categories in place at the time of the annexation. Bright agrees that no more than 250 acres of the Lands will be developed for multi-family dwellings with a density of no more than 20 units per acre, no more than 1600 acres will be developed for Residential (single family and multi-family), no more than 30 acres as Village Center, no more than 80 acres as Town Center, no more than 850 acres as Light Industrial, and no less than 450 acres as public and private Open Space. Notwithstanding any other provision of this Agreement to the contrary, in the event Lewisville fails to create or implement the single-family zoning ordinance containing the provisions of Exhibit B, Bright shall have the right to terminate this Agreement.

7. **Impact and Other Development Fees.** Until the Lands are annexed by Lewisville, no impact or other development fees will be assessed on the owners, future owners, or builders of the Lands by Lewisville. However, the Districts understand that an equitable increase in the wholesale Lewisville rates will be charged for sewer services. This increased charge shall be established by a cost of services study.

8. **Variances from General Development Ordinances.** The development of the Lands shall be governed by the current Lewisville General Development Ordinance; future modifications to the General Development Ordinance shall not be applicable to the development of the Lands. Lewisville shall grant the variances to the General Development Ordinance including the variances to the off-street parking requirements as shown in Exhibit C.

9. **Fire and Police Projection.** Lewisville shall provide fire, police, and emergency medical service protection on the major roads such as S.H. 121, F.M. 544, F.M. 22911 and F.M. 423 at no cost to the Lands, Bright or the Districts. Lewisville shall also offer to Bright, and the Districts, fire, police, and emergency medical service protection to the Lands under the terms and conditions included in Exhibit D. In addition, Bright agrees to transfer to Lewisville 1.5 acres of property on the western border of the property close to Midway Road for a fire station in exchange for a credit of \$2.50 per square foot for the purchase of police and fire protection from the Lewisville.

10. **Water Services.** Lewisville is aware that the Districts are currently contractually obligated to the Upper Trinity Regional Water District to purchase certain treated water. The Districts agree that, prior to increasing their purchase of water under these contracts, the Districts shall consult with Lewisville to determine whether Lewisville could provide the increased water service in a more cost-effective manner. In addition, prior to entering into an agreement with the Upper Trinity Regional Water District ("UTRWD"), the Districts shall provide to Lewisville a right of first refusal to provide the needed water. This right shall expire, if Lewisville receives notice from the District of the terms and conditions that the UTRWD is prepared to

offer water to the District and Lewisville does not agree within 30 days to provide treated water to the District on the same terms and conditions including price, quality, quantity, delivery point, and timing. Until Lewisville annexes the Lands, Lewisville agrees that there will be no impact fees paid by any builder, owner or future owner related to the Lands.

11. **Sewer Services.** If the Districts obtain the right of way for sewer services in the area shown in Exhibit E in red prior to April 30, 1996, Lewisville shall complete the extension of its sewer services to the western boundary of the District by December 31, 1996. If the right away is not obtained by April 30, 1996, then completion of the extension shall be delayed day for day for each day of delay in obtaining the right of way. The cost of the extension shall be borne by Lewisville. The sewer extension and plant capacity made available by Lewisville shall be of adequate size for the Districts to place all their sewage into the Lewisville line without modification to the Lewisville system chargeable to the Lands or owners of the Lands except through the aforementioned surcharge of the sewer rates. The sewage treatment capacity made available by Lewisville shall not exceed an average of 10, 500,000 gallons per day. Service under this section 11 shall continue until the 30th anniversary date of this Agreement. If, for any reason, the Lewisville rates are challenged by the Districts or Bright, the T.N.R.C.C. or any other regulatory agency, the party challenging the Lewisville rates shall pay all reasonable costs incurred by Lewisville in the course of the challenge in the event the rates approved by the regulatory agency are within 10% of the rates initially proposed by Lewisville. The parties further agree to execute the documents necessary to finance the construction of the facilities, with such documents to include separate service agreements with each of the Districts, not to exceed 30 years' duration.

12. **Solid Waste Contracts.** Bright recognizes that Lewisville has entered into an exclusive franchise with Waste Management and will not grant a franchise which conflicts with Lewisville's franchise grant.

13. **Thoroughfare Plan.** Lewisville agrees that the only roads on or adjacent to the Lands that will be included in the thoroughfare plan will be, Old-Denton Road, F.M. 544, S.H. 121, S.H. 121 Bypass, and F.M. 423.

14. **Cooperation.** All parties to this Agreement shall use their best efforts to enlist the support of their governmental entities and officials to aid the development of the Lands in the manner envisioned in this Agreement. This includes but is not limited to application by Lewisville, if necessary, to receive a Certificate of Convenience and Necessity covering the Lands.

15. **Effective Date.** This Agreement shall become effective upon its execution by Lewisville, Bright, and the Districts.

16. **Remedies.** Except for the remedies specified in sections 2, 4 and 6 hereof, all parties recognize that the only effective remedies for the obligations under this contract are mandamus against the Districts and Lewisville and specific performance against Bright, and the parties therefore agree to such remedies for a breach of the agreement. Prior to filing suit, the parties agree to seek an amicable resolution of any disputes and, in order to avoid costly disputes, to abide by the following procedure:

A. Notify the other party in writing of an alleged breach of the agreement and provide the other party 30 days to cure the alleged breach.

B. If the alleged breach is not cured, the parties shall conduct mediation with a mutually acceptable mediator with fees to be equally paid by the participating parties.

C. If mediation does not resolve the differences between the parties, the parties shall have the right to pursue the remedies permitted herein.

D. If necessary, the parties may pursue the remedies specified herein in the District Courts of Denton County, Texas.

17. **Entirety of Agreement.** This Agreement represents the final agreement of the parties after lengthy negotiation where the parties were represented by legal counsel, and the District had an alternate choice of a sanitary sewer service provider. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by written instrument executed by the parties.

18. **Notices.** All notices required to be given to the parties shall be addressed as follows:

Bright Farm Partnership  
2912 Turtle Creek Boulevard  
Suite 700  
Dallas, Texas 75219-6241

Denton County Fresh Water Supply District 1A  
2001 Bryan Street, Suite 700  
Dallas, Texas 75201

Denton County Fresh Water Supply District 1B  
2001 Bryan Street, Suite 700  
Dallas, Texas 75201

City of Lewisville

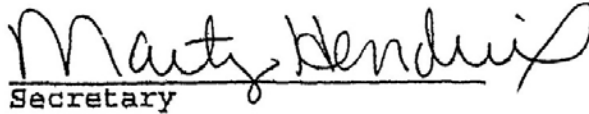
19. **Applicable Law.** The law of the state of Texas shall apply to this agreement.

IN WITNESS WHEREOF, the parties hereto, acting under authority of the applicable governing bodies, have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original, all as of April 1, 1996.

CITY OF LEWISVILLE, TEXAS

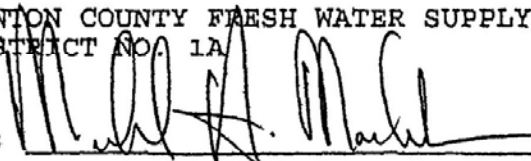
By:   
Mayor

ATTEST:

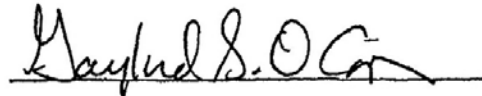
  
Secretary

(Seal)

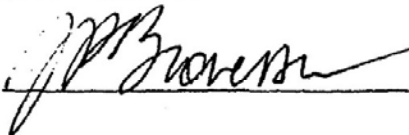
DENTON COUNTY FRESH WATER SUPPLY  
DISTRICT NO. 1A

By: 

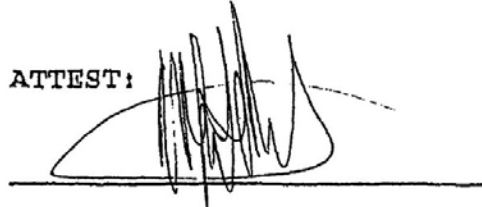
ATTEST:



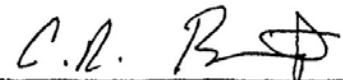
DENTON COUNTY FRESH WATER SUPPLY  
DISTRICT NO. 1B

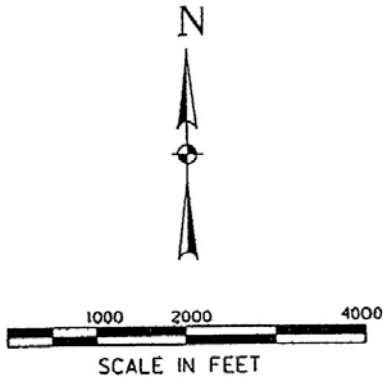
By: 

ATTEST:

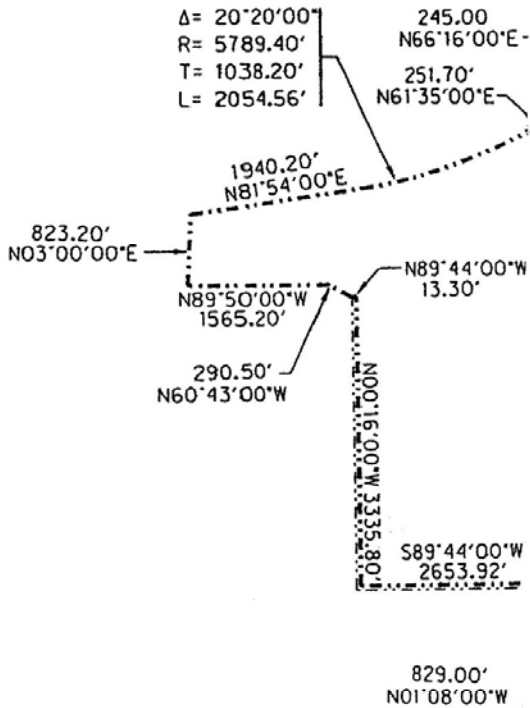


BRIGHT FARM PARTNERSHIP

By: 



1	401.82'	N05'46'00W
2	500.40'	S86'55'00"E
3	206.60'	N29'55'00"E
4	278.46'	N11'03'00"E
5	247.09'	N39'38'00"E
6	220.67'	N16'27'00"W
7	257.03'	N79'55'00"E
8	155.29'	N0'57'00"E
9	342.70'	S82'14'00"E
10	214.96'	N72'11'00"E
11	216.77'	S81'20'00"E
12	239.91'	N07'01'00"E
13	348.63'	N87'33'00"E
14	214.18'	N02'44'00"E
15	131.38'	N37'58'00"E
16	459.01'	N11 38'00"E
17	291.89'	N46 38'00"E
18	329.15'	N00'16'00"W



## EXHIBIT 'A'

2567.3 ACRE TRACT

**Halff Associates**

ERS - ARCHITECTS - SCIENTISTS - PLANNERS - SURVEYORS

0 14409 SCALE: 1" = 2000' APRIL 1996

EXHIBIT A  
2567.3 Acre Tract

BEING a 2567.3 acre tract of land situated in Denton County, Texas and being part of the following surveys; W. J. Bonner Survey, Abstract No. 122, B. B. B. & C. R. R. Co. Survey Abstract No. 173, B. B. B. & C. R. R. Co. Survey, Abstract No. 180, David Cook Survey, Abstract No. 233, William C. Cantwell Survey, Abstract No. 293, James Dooley Survey, Abstract No. 343, B.F. Draper Survey, Abstract No. 367, Horatio Grooms Survey, Abstract No. 440, Horatio Grooms Survey, Abstract No. 441, S.M. Haydon Survey, Abstract No. 537, Haynes & Bullion Survey, Abstract No. 621, Amos Singleton Survey, Abstract No. 1138, William Sparks Survey, Abstract No. 1201, B. Schoonover Survey, Abstract No. 1209, P. R Splane Survey, Abstract No. 1218, J. B. Shipp Survey, Abstract No. 1227, T. C. Wilson Survey, Abstract No. 1352, Harrison Young Survey, Abstract No. 1448, J. E. McWhorter Survey, Abstract No. 1690, J. T. Sherrod Survey, Abstract No. 1691, and also being a part of a 2628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWSO No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most southerly southeast corner of the said 2628 acre DCFWSO No. 1 tract;

THENCE South 89 degrees 44 minutes 00 seconds West, a distance of 5.00 feet along the south line of the said James Dooley Survey, Abstract No. 343;

THENCE North 00 degrees 16 minutes 00 seconds West, a distance of 5.00 feet departing the said south line and perpendicular to the said south line to the POINT OF BEGINNING for the herein described tract of land;

- (1) THENCE South 89 degrees 44 minutes 00 seconds West, 5.00 feet north of and parallel to the south line of said Dooley Survey, a distance of 5313.6 feet to the west line of the said Dooley Survey and continuing on for a total distance of 7817.36 feet to a point for a corner;
- (2) THENCE North 05 degrees 46 minutes 00 seconds West, a distance of 401.82 feet to a point for a corner;
- (3) THENCE South 86 degrees 55 minutes 00 seconds East, a distance of 500.04 feet to a point for a corner, said corner being 5.00 feet from a fence line on the northwest bank of Indian Creek;
- (4) THENCE North 29 degrees 55 minutes 00 seconds East, a distance of 206.60 feet generally 5.00 feet from and parallel to the northwest bank of Indian Creek to a point for a corner;
- (5) THENCE North 11 degrees 03 minutes 00 seconds East, a distance of 278.46 feet generally 5.00 feet from and parallel to the northwest bank of Indian Creek to a point for a corner;
- (6) THENCE North 39 degrees 38 minutes 00 seconds East, a distance of 247.09 feet generally 5.00 feet from and parallel to the northwest bank of Indian Creek to a point for a corner;
- (7) THENCE North 16 degrees 27 minutes 00 seconds West, a distance of 220.67 feet generally 5.00 feet from and parallel to the northwest bank of Indian Creek to a point for a corner;
- (8) THENCE North 79 degrees 55 minutes 00 seconds East, a distance of 257.03 feet generally 5.00 feet from and parallel to the northwest bank of Indian Creek to a point for a corner, said corner being 5.00 feet east of the common line of the William C. Cantwell Survey, Abstract No. 293, and the W. J. Bonner Survey, Abstract No. 122;
- (9) THENCE North 00 degrees 57 minutes 00 seconds East, a distance of 15529 feet generally 5.00 feet east of the common line of the William C. Cantwell Survey, Abstract No. 293, and the W. J. Bonner Survey, Abstract No. 122 to a point for a corner;
- (10) THENCE South 82 degrees 14 minutes 00 seconds East, a distance of 342.70 feet generally 5.00 feet from and parallel to the northwest bank of Indian Creek to a point for a corner;
- (11) THENCE North 72 degrees 11 minutes 00 seconds East, a distance of 214.96 feet generally 5.00 feet from and parallel to the northwest bank of Indian Creek to a point for a corner;

- (12) THENCE South 81 degrees 20 minutes 00 seconds East, a distance of 216.77 feet generally 5.00 feet from and parallel to the northwest bank of Indian Creek to a point for a corner;
- (13) THENCE North 07 degrees 01 minutes 00 seconds East, a distance of 239.91 feet generally 5.00 feet from and parallel to the northwest bank of Indian Creek to a point for a corner;
- (14) THENCE North 87 degrees 33 minutes 00 seconds East, a distance of 348.63 feet generally 5.00 feet from and parallel to the northwest bank of Indian Creek to a point for a corner;
- (15) THENCE North 02 degrees 44 minutes 00 seconds East, a distance of 214.18 feet generally 5.00 feet from and parallel to the northwest bank of Indian Creek to a point for a corner;
- (16) THENCE North 37 degrees 58 minutes 00 seconds East, a distance of 131.38 feet generally 5.00 feet from and parallel to the northwest bank of Indian Creek to a point for a corner;
- (17) THENCE North 11 degrees 38 minutes 00 seconds East, a distance of 459.01 feet generally 5.00 feet from and parallel to the northwest bank of Indian Creek to a point for a corner;
- (18) THENCE North 46 degrees 13 minutes 00 seconds East, a distance of 291.89 feet generally 5.00 feet from and parallel to the northwest bank of Indian Creek to a point for a corner, said corner being 5.00 feet east of the common line of the J. T. Sherrod Survey, Abstract No. 1691, and the James Dooley Survey, Abstract No. 343;
- (19) THENCE North 00 degrees 16 minutes 00 seconds West, departing a line generally 5.00 feet from and parallel to the northwest bank of Indian Creek and along a line 5.00 feet east of said common line of the J. T. Sherrod and James Dooley Surveys, a distance of 329.15 feet to a point for a corner;
- (20) THENCE South 89 degrees 44 minutes 00 seconds West, a distance of 2665.08 feet to a point for a corner, said corner being 5.00 feet east of the west right-of-way line of Farm to Market Road No. 2281;
- (21) THENCE North 01 degrees 08 minutes 00 seconds West, generally 5.00 feet east of and parallel to the said west right-of-way line, a distance of 829.00 feet to a point for a corner;
- (22) THENCE South 89 degrees 44 minutes 00 seconds West, a distance of 2653.92 feet to a point for a corner;
- (23) THENCE North 00 degrees 16 minutes 00 seconds West, a distance of 3335.80 feet to a point for a corner, said corner being in the centerline of Midway Road and the common line of the Harrison Young Survey, Abstract No. 1448 and the B. B. B & C. R. R. Co. Survey, Abstract No. 180;
- (24) THENCE South 89 degrees 44 minutes 00 seconds West, a distance of 13.30 feet along the said centerline of Midway Road to a point for corner;
- (25) THENCE North 60 degrees 43 minutes 00 seconds West, along said centerline, a distance of 290.50 feet to a point for a corner, said corner being in the west line of the B. B. B & C. R. R. Co. Survey, Abstract No. 180 and the West line of the J. E. McWhorter Survey;
- (26) THENCE North 89 degrees 50 minutes 00 seconds West, along said centerline of Midway Road, a distance of 1565.20 feet to a point for a corner;
- (27) THENCE North 03 degrees 00 minutes 00 seconds East, departing said centerline, a distance of 823.20 feet to a point for a corner, said corner being in the southeast right-of-way line of State Highway No. 121;
- (28) THENCE North 81 degrees 54 minutes 00 seconds East, along said southeast right-of-way line, a distance of 1940.20 feet the point of curvature of a circular curve to the left having a radius of 5789.40 feet;
- (29) THENCE Northeasterly, along said southeast right-of-way line, and along said curve through a central angle of 20 degrees 20 minutes and 00 seconds, an arc distance of 2054.56 feet to a point for a corner;

- (30) THENCE North 61 degrees 35 minutes 00 seconds East, along said southeast right-of-way line, a distance of 251.70 feet to a point for a corner;
- (31) THENCE North 66 degrees 16 minutes 00 seconds East, along said southeast right-of-way line, a distance of 245.00 feet to a point for a corner, said corner being in the west right-of-way line of Farm to Market Road No. 544;
- (32) THENCE South 43 degrees 05 minutes 00 seconds East, along said west right-of-way line, a distance of 67.60 feet to a point for a corner;
- (33) THENCE South 05 degrees 25 minutes 00 seconds East, along said west right-of-way line, a distance of 100.50 feet to a point for a corner;
- (34) THENCE South 00 degrees 18 minutes 00 seconds West, along said west right-of-way line, a distance of 1165.80 feet to a point for a corner;
- (35) THENCE South 00 degrees 01 minutes 00 seconds West, along said west right-of-way line, a distance of 773.50 feet to a point for a corner;
- (36) THENCE North 89 degrees 44 minutes 00 seconds East, along F.M. 544 and the south line of the B. B. B. & C. R. R. Co. Survey, Abstract No. 180, a distance of 2600.60 feet to a point for a corner, said corner being the south corner of the J. W. Johnson Survey, Abstract No. 1609;
- (37) THENCE North 88 degrees 34 minutes 00 seconds East, along F.M. 544, a distance of 1176.00 feet to a point for a corner;
- (38) THENCE North 05 degrees 35 minutes 00 seconds East, departing F.M. 544, a distance of 635.00 feet to a point for a corner;
- (39) THENCE North 82 degrees 19 minutes 00 seconds West, a distance of 1190.50 feet to a point for a corner, said corner being in the east line of the J. W. Johnson Survey, Abstract No. 1609, said point also being approximately 780 feet northeasterly of the westerly southwest corner of the Amos Singleton Survey;
- (40) THENCE North 04 degrees 01 minutes 00 seconds East, along the east line of said J. W. Johnson Survey and along the west line of the Amos Singleton Survey, Abstract No. 1138, a distance of 2529.20 feet to a point for a corner, said corner being on the new southeast right-of-way line of State Highway No. 121;
- (41) THENCE North 62 degrees 44 minutes 07 seconds East, along said southeast right-of-way line, a distance of 1,500.11 feet to a point for a corner;
- (42) THENCE North 67 degrees 36 minutes 54 seconds East, along said southeast right-of-way line, a distance of 651.41 feet to a point for a corner;
- (43) THENCE North 62 degrees 41 minutes 00 seconds East, along said southeast right-of-way line, a distance of 443.00 feet to a point for a corner;
- (44) THENCE North 67 degrees 13 minutes 38 seconds East, along said southeast right-of-way line, a distance of 151.48 feet to a point for a corner;
- (45) THENCE North 62 degrees 41 minutes 00 seconds East, along said southeast right-of-way line, a distance of 200.00 feet to a point for a corner;
- (46) THENCE South 72 degrees 58 minutes 58 seconds East, along said southeast right-of-way line, a distance of 121.63 feet to a point for a corner;
- (47) THENCE North 62 degrees 41 minutes 00 seconds East, along said southeast right-of-way line, a distance of 110.00 feet to a point for a corner;
- (48) THENCE North 18 degrees 15 minutes 43 seconds East, along said southeast right-of-way line, a distance of 140.01 feet to a point for a corner;

- (49) THENCE North 62 degrees 55 minutes 32 seconds East, along said southeast right-of-way line, a distance of 710.01 feet to a point for a corner;
- (50) THENCE North 56 degrees 44 minutes 48 seconds East, along said southeast right-of-way line, a distance of 560.91 feet to a point for a corner;
- (51) THENCE North 62 degrees 22 minutes 50 seconds East, along said southeast right-of-way line, a distance of 1,625.86 feet to a point for a corner;
- (52) THENCE North 67 degrees 34 minutes 29 seconds East, along said southeast right-of-way line, a distance of 43.68 feet to a point for a corner;
- (53) THENCE North 60 degrees 27 minutes 19 seconds East, along said southeast right-of-way line, a distance of 45.14 feet to a point for a corner;
- (54) THENCE North 68 degrees 37 minutes 46 seconds East, along said southeast right-of-way line, a distance of 629.64 feet to a point for a corner;
- (55) THENCE North 62 degrees 44 minutes 00 seconds East, along said southeast right-of-way line, a distance of 105.00 feet to a point for a corner;
- (56) THENCE North 66 degrees 52 minutes 21 seconds East, along said southeast right-of-way line, a distance of 152.40 feet to a point for a corner;
- (57) THENCE North 62 degrees 44 minutes 00 seconds East, along said southeast right-of-way line, a distance of 195.00 feet to a point for a corner;
- (58) THENCE South 71 degrees 17 minutes 44 seconds East, along said southeast right-of-way line, a distance of 125.18 feet to a point for a corner;
- (59) THENCE North 62 degrees 44 minutes 00 seconds East, along said southeast right-of-way line, a distance of 100.00 feet to a point for a corner;
- (60) THENCE North 16 degrees 15 minutes 52 seconds East, along said southeast right-of-way line, a distance of 137.93 feet to a point for a corner;
- (61) THENCE North 63 degrees 06 minutes 37 seconds East, along said southeast right-of-way line, a distance of 304.01 feet to a point for a corner;
- (62) THENCE North 62 degrees 44 minutes 00 seconds East, along said southeast right-of-way line, a distance of 180.00 feet to a point for a corner;
- (63) THENCE North 57 degrees 13 minutes 53 seconds East, along said southeast right-of-way line, a distance of 573.64 feet to a point for a corner;
- (64) THENCE North 62 degrees. 11 minutes 00 seconds East, along said southeast right-of-way line, a distance of 570.59 feet to a point for a corner;
- (65) THENCE North 62 degrees 33 minutes 44 seconds East, along said southeast right-of-way line, a distance of 1,341.81 feet to a point for a corner;
- (66) THENCE North 67 degrees 09 minutes 58 seconds East, along said southeast right-of-way line, a distance of 809.91 feet to a point for a corner;
- (67) THENCE South 01 degree 59 minutes 00 seconds West, departing said southeast right-of-way line, a distance of 122.77 feet to a point for a corner;
- (68) THENCE South 88 degrees 21 minutes 00 seconds East, a distance of 209.03 feet to a point for a corner;

- (69) THENCE South 01 degree 39 minutes 00 seconds West, a distance of 3358.89 feet to a point for a corner;
- (70) THENCE North 88 degrees 12 minutes 00 seconds West, a distance of 1965.00 feet to a point for a corner, said corner being approximately 5.00 feet west of the common line of the J. B. Shipp Survey, Abstract No. 1227 and the T. C. Wilson Survey, Abstract No. 1352;
- (71) THENCE South 01 degree 16 minutes 00 seconds West, generally 5.00 feet from and parallel to the common line of said J. B. Shipp and T. C. Wilson Surveys, a distance of 20.66 feet to a point for a corner;
- (72) THENCE North 88 degrees 50 minutes 00 seconds West, a distance of 2646.64 feet to a point for a corner;
- (73) THENCE North 40 degrees 02 minutes 00 seconds West, a distance of 213.34 feet to a point for a corner;
- (74) THENCE North 89 degrees 35 minutes 00 seconds West, a distance of 45.75 feet to a point for a corner;
- (75) THENCE South 00 degrees 25 minutes 00 seconds West, a distance of 333.58 feet to a point for a corner;
- (76) THENCE South 00 degrees 32 minutes 00 seconds East, a distance of 2262.85 feet to a point for a corner;
- (77) THENCE South 64 degrees 35 minutes 00 seconds West, a distance of 177.18 feet to a point for a corner;
- (78) THENCE South 01 degree 31 minutes 00 seconds West, a distance of 2602.27 feet to a point for a corner;
- (79) THENCE South 56 degrees 21 minutes 00 seconds West, a distance of 246.04 feet to a point for a corner, said corner being at an intersection of the north right-of-way line of F.M. 544 offset 1.13 feet northerly with the west line of Crider Road offset 5.00 feet westerly;
- (80) THENCE South 30 degrees 48 minutes 00 seconds West, a distance of 126.13 feet to a point for a corner, said corner being at a 5.00 foot offset from the south right-of-way line of F.M. 544;
- (81) THENCE South 59 degrees 12 minutes 00 seconds East, generally 5.00 feet from and parallel to the said south right-of-way line, a distance of 330.37 feet to a point for a corner;
- (82) THENCE South 00 degrees 16 minutes 00 seconds East, departing said line generally 5.00 feet south and parallel to said south right-of-way line, a distance of 369.17 feet to a point for a corner, said point being approximately 7.07 feet southeasterly from the northwest corner of the Haynes & Bullion Survey, Abstract No. 621;
- (83) THENCE North 89 degrees 44 minutes 00 seconds East, generally 5.00 feet south of and parallel to the north line of said Haynes & Bullion Survey and the north line of the Horatio Grooms Survey, Abstract No. 441, a distance of 1650.90 feet to a point for a corner, said point being 5.00 feet south of the centerline of F.M. 544;
- (84) THENCE South 00 degrees 16 minutes 00 seconds East, a distance of 3750.00 feet, 118.6 feet east of and parallel to the common line of the Haynes & Bullion Survey and the H. Grooms Survey, Abstract No. 441, to a point for corner 5.00 feet south of the north line of the Wm. Sparks Survey;
- (85) THENCE North 89 degrees 44 minutes 00 seconds West, a distance of 9.70 feet generally 5.00 feet south of and parallel to the said north line of the Wm. Sparks Survey to a point for corner;
- (86) THENCE South 00 degree 16 minutes 00 seconds East, a distance of 1865.00 feet to a point for a corner, said point being approximately 7.07 feet northwesterly of the northwest corner of the H. H. Reed Survey, Abstract No. 1116;
- (87) THENCE South 89 degrees 44 minutes 00 seconds West, a distance of 1661.10 feet to a point for a corner, said point being 5.00 feet west of the east line of the James Dooley Survey, Abstract No. 343;
- (88) THENCE South 00 degrees 16 minutes 00 seconds East, generally 5.00 west of and parallel to the said east survey line, a distance of 692.01 feet to the POINT OF BEGINNING and CONTAINING 111,831,185 square feet or 2567.3 acres of land, more or less.

## EXHIBIT B

March 21, 1996

REVISIONS TO THE LEWISVILLE ZONING ORDINANCE

The following revisions will be incorporated into the Lewisville Zoning Ordinance for the Bright Ranch property.

TE TOWNE ESTATE SINGLE FAMILY RESIDENTIAL DISTRICT

- (a) *Use.* A building or premise shall be used only for the following purposes:
- (1) Single-family dwellings.
  - (2) Church worship facilities.
  - (3) Buildings and uses own or operated by public governmental agencies.
  - (4) Real estate sales offices during the development of residential subdivisions, but not to exceed two years.
  - (5) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
  - (6) Accessory buildings and uses, customarily incident to the above uses and located on the same lot therewith, not involving the conduct of a retail business except as provided herein and for home occupations as defined by this chapter. Accessory building use includes a detached garage, storeroom, utility room, cabana, servant's quarters or similar use.
  - (7) A porte-cochere shall be permitted within the building set-back lines.
  - (8) A carport shall be permitted within the rear one-half of the lot if the open side is not visible from a public street.
- (b) *Height.* No building shall exceed 35 feet or two and one-half stories in height.
- (c) *Area.*
- (1) *Size of yards.*
    - a. *Front yard.* There shall be a front yard having a depth of not less than 25 feet. Where lots have double frontage, running through from one street to another, the required front yard shall be provided on both streets.
    - b. *Side yard.* There shall be a side yard on each side of the lot having a width of not less than ten percent of the lot width or a minimum of six and one-half feet. A side yard adjacent to a side street shall not be less than six and one-half feet. The maximum side yard required shall be eight feet.
    - c. *Rear yard.* There shall be a rear yard having a depth of not less than five feet. If the garage entry is from the alley and the entry side of the garage faces the alley, the garage must be set back 20 feet.
  - (2) *Size of lot.*
    - a. *Lot area.* No building shall be constructed on any lot of less than 7,500 square feet.
    - b. *Lot width.* The minimum width of the lot shall be not less than 50 feet, at the front building line. Irregular lots shall have not less than 30 feet minimum width at the front property line.
  - (3) *Minimum dwelling size.* The minimum floor area of any dwelling shall be 2,500 square feet, exclusive of garages, breezeways and porches.
  - (4) *Lot coverage.* In no case shall more than 40% of the total lot area be covered by the combined area of the main buildings and accessory buildings.

Revisions to the Lewisville Zoning Ordinance  
 EXHIBIT B  
 Page 2 of 3

ETH ESTATE TOWNHOUSE RESIDENTIAL DISTRICT

- (a) *Use.* A building or premise shall be used only for the following purposes:
- (1) Single-family dwellings.
  - (2) Church worship facilities.
  - (3) Buildings and uses owned or operated by public governmental agencies.
  - (4) Real estate sales offices during the development of residential subdivisions, but not to exceed two years.
  - (5) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
  - (6) Accessory buildings and uses, customarily incident to the above uses and located on the same lot therewith, not involving the conduct of a retail business except as building use includes a detached garage, storeroom, utility room, cabana, servant's quarters or similar use. Accessory Buildings shall conform to the requirements of the Estate Accessory Building - Residential.
  - (7) A carport shall be permitted.
- (b) *Height.* No building shall exceed 35 feet or two and one-half stories in height.
- (c) *Area.*
- (1) *Size of yards.*
    - a. *Front yard.* There shall be a front yard having a depth of not less than five feet. If the garage or carport entry is from the front and the entry side of the garage or carport faces the street, the garage or carport must be set back 20 feet.
    - b. *Side yard.* No side yard set-back required, except a five foot set-back is required adjacent to a side street.
    - c. *Rear yard.* No rear yard set-back is required. If the garage or carport entry is from the alley and the entry side of the garage or carport faces the alley, the garage or carport must be set back a minimum of 20 feet.
  - (2) *Size of lot.*
    - a. Lot area. No building shall be constructed on any lot of less than 4,000 square feet.
    - b. Lot width. The minimum width of the lot shall not be less than 20 feet at any point.
- (3) *Minimum dwelling size.* The minimum floor area of any dwelling shall be 2,000 square feet, exclusive of garages, breezeways and porches.
- (4) *Lot coverage.* In no case shall more than 80% of the total lot area be covered by the combined area of the main buildings and accessory buildings.

GB GENERAL BUSINESS DISTRICT

- (a) *Use.* Allow dwelling units of 850 square foot minimum size when located over a retail, restaurant or similar use on the first floor.

Revisions to the Lewisville Zoning Ordinance  
EXHIBIT B  
Page 3 of 3

GB-2 GENERAL BUSINESS DISTRICT #2

- (a) Use. A building or premise may be used for any use permitted in District GB.
- (1) Dwelling units of 850 square foot minimum size when located over a retail, restaurant or similar use on the first floor.
- (b) Height. No building shall exceed in height the width of the street on which it faces plus the depth of the front yard. On a lot adjoining a residential lot, no building shall exceed 45 feet in height, except that this height may be increased up to the maximum of 12 stories or 180 feet at the rate of two feet of additional height for each one foot of additional set-back from required yard lines.
- (c) Area.
  - (1) *Size of yards.*
    - a. Front, side and rear yards. No front, side or rear yard is required.

ESTATE ACCESSORY BUILDING- RESIDENTIAL

- (a) Estate accessory buildings shall be located on the rear one-half of the lot. Side yard and rear yard set-back shall be three feet, except at a side street, the accessory building shall have the same set-back as the main building. A garage with an entry facing an alley or side street shall have a 20 foot set-back. An accessory building must be ten feet from the main building or provide fire-rated construction as required by the Building Code. All accessory building may be connected to the main building with a breezeway that is open on two sides. A detached garage, storeroom, utility room, cabana, servant's quarters or similar use detached building shall be considered an accessory building.

EXHIBIT C

March 21, 1996

VARIANCES FROM THE LEWISVILLE FENCE  
ORDINANCE  
FOR BRIGHT RANCH

SECTION 4-442 REQUIRED AT POOLS:

Allow private (single family or duplex) swimming pool fences using a 3'-6" height minimum.

The fence ordinance does not apply to indoor swimming pools.

SECTION 4-453 GENERAL REQUIREMENTS AND RESTRICTIONS:

(h) Allow wrought iron fences.

March 27, 1996

EXHIBIT C

VARIANCE FROM THE LEWISVILLE CITY ORDINANCE  
# 1683-3-92  
FOR BRIGHT RANCH

Residential buildings are exempt from the 70% brick or masonry veneer requirement if the exterior material is a high quality material controlled by deed restriction.

March 21, 1996

EXHIBIT C

VARIANCES FROM THE LEWISVILLE GENERAL DEVELOPMENT ORDINANCE

III Plan Submittal and Approval Procedures:

For the Bright Ranch Development, the following public park criteria will be acceptable:

- (a) Parks that exceed the minimum Lewisville park landscape and site development standards.
- (b) Parks located in the 100 year flood plain.
- (c) Parks that contain Jakes, creeks or water drainage courses that may not conform to City engineering standards, but are improved to resist erosion.
- (d) Parks that are less than one acre.
- (e) Parks paving unusual topography or slopes.

V Public Improvements:

1. Construction Standards:

Until the "Bright Ranch" property is annexed into the City of Lewisville, construction permits will not be required and construction inspection fees will not be imposed on streets, utilities, buildings or other improvements on the "Bright Ranch" property. However, such improvements will be built to City of Lewisville Construction Standards or better. Construction standards conformance will be documented by a mutually acceptable independent qualified agency or contractor.

2. PAVING:

The following changes shall be made for the "Bright Ranch" property.

- (B) 3. Streets - Streets may intersect at less than 90 degrees if adequate sight lines are provided at the intersection as specified in the 1973 AASHTO red book "A Policy on Design of Urban Highways and Arterial Streets" as shown below:

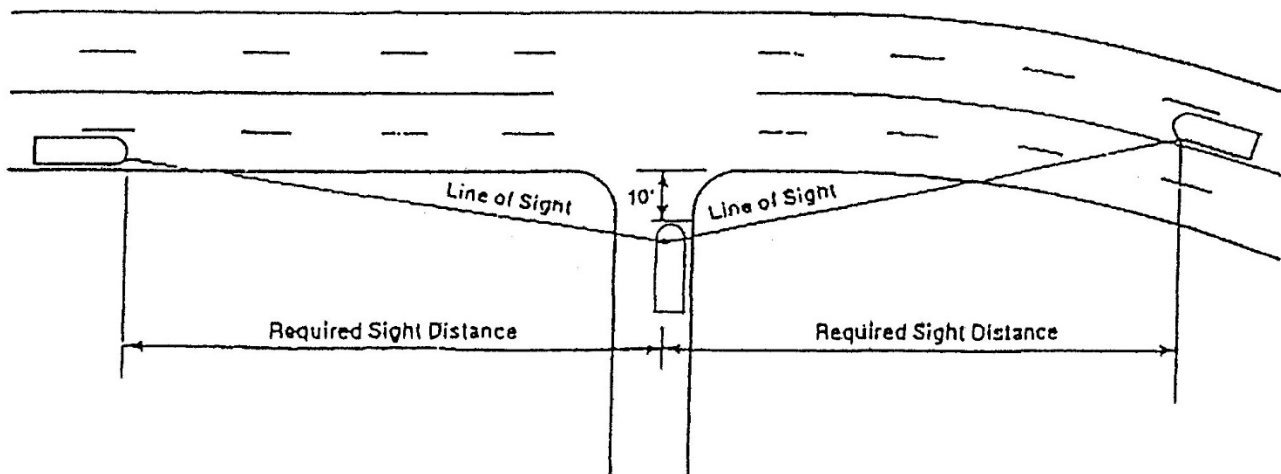
Design Criteria for Sight Distance

Lewisville General Development Variances  
 Exhibit C (page 4 of 10)  
 March 21, 1996

Table 3-3 gives a simplified and acceptable method of determining required sight distance along a street for a stopped vehicle to cross the street as shown below. The width of the median is not considered in the table and may be ignored if it is 20 feet wide or less; however if the median is greater than 20-feet wide, the required sight distance may be based on a two-stop crossing considering the width of each one-way pavement at a time. This method is taken from the 1973 AASIDO red book, "A Policy on Design of Urban Highways and Arterial Streets." The method of determining intersection sight distance contained in the 1990 AASHTO green book, "A Policy on Geometric Design of Highways and Streets," is also fully acceptable and may be used if desired.

Design Vehicle Crossing Street	Sight Distance in feet per 10-mph of street design speed for street width of:		
	2-Lanes	4-Lanes	6-Lanes
P	100	120	130
SU	130	150	170
WB-50	170	200	210

Table 3-3. Required Sight Distance Along Streets for a Vehicle Stopped on the Cross Street.



(H) Sidewalks- Sidewalks will not be required on both sides of the street if one side of the street is a park or greenbelt.

(I) Driveways

1. Allow driveways to access onto residential streets, residential 2 lane collector streets and residential 2 lane divided streets.
3. Allow minimum driveway width of 9 feet 6 inches.
4. Allow the radius or flare point at the street or alley of any single family driveway to extend beyond the property line.

(I) Commercial Driveways

4. Allow two-way driveways to intersect at less than 90 degrees if adequate sight lines are provided at the intersection

Lewisville General Development Variances  
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(K) Alleys

Allow alleys to intersect streets at less than 90 degrees if adequate sight lines are provided at the intersection.

No alleys need to be provided for lots in subdivisions where lots average 10,000 square feet or more.

3. BLOCKS:

Blocks in multi-family sites shall not be limited in length if the block is a single unified development plan that provides adequate fire department access.

4. LOTS:

"Side lines of lots shall not be required to be at right angles to straight street lines and radial to curved street lines.

Single Family and duplex lots are allowed to adjoin a private street if the private street is within a controlled access residential subdivision.

5. EASEMENTS:

(A) General Provisions - Allow a 15' easement on one side of a water course, drainway, channel or stream.

(B) Water and Sanitary Sewer Line Easements - A 10 foot set-back requirement from a secondary 4 inch or smaller pressurized water line in an alley and a 5 foot set-back requirement from a non-pressurized utility line easement shall not be required.

(C) Storm Drainage Easements - A street shall be considered an easement adjacent to an open storm drainageway.

FIGURE 6 - CONTROL OF ACCESS LIMITATION

The residential access limitation from this illustration will not be applicable.

FIGURE 7 - STREET DESIGN CRITERIA

Residential street, 2 lane, 31' (B-B):

Add max. degree of curvature of 40 degrees/200'

Allow intersection curb radius of 20'

Residential street, 2 lane, 37' (B-B):

Add max. degree of curvature of 30 degrees/300'

Allow intersection curb radius of 20'

6. DRAINAGE:

A 15' wide maintenance easement along both sides of a drainageway or a 20' wide easement along one side will not be required on a golf course.

Drainage courses will not be required to have an enclosed storm sewer system or concrete or composite channel if the drainage course is landscaped and engineered to handle water flows and treated to look like a natural state.

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7. WATER LINES:

Allow water meters on a private property if adjacent to an alley.

(H) Meter Requirements - Electronic remote read meters will be allowed by the City of Lewisville.

FIGURE 24 - UTILITIES PLAN WITHIN STREET R-O-W

Utilities are not required to be located between the curb and the sidewalk.

12. MISCELLANEOUS CONSTRUCTION:

(C) Street Lighting:  
Metal halide lights will be allowed.  
Street light installation may be done by others than Texas New Mexico Power Company.

VI LANDSCAPE REQUIREMENTS:

I. GENERAL PROVISIONS:

Landscape plans that are required to be submitted to Parks and Leisure Service for approval shall be reviewed only for compliance with Lewisville minimum landscape standards and compliance with the General Development Ordinance variances contained herein.

RECOMMENDED TREE LIST:

Add the following trees:

Sweet Gum	Liquidambar straciflua
Washington Hawthorn	Crataegus sp.
Gallery Pear	Pyrus callerana
Pond Cypress	Taxodium Ascedens
Texas Persimmon	Diospyros texana
Drake Elm	Ulmus Parvifloia 'Drake'

3. MULTI-FAMILY AND NON-RESIDENTIAL LANDSCAPE REQUIREMENTS:

In lieu of a 10' landscaped strip along all public and private streets at the Bright Ranch Village Center and Town Center, a minimum of 10% of the site must be landscaped or a minimum of 5% of the site landscaped and 5% of the site covered by decorative paving; fountains or .similar decorative site development. Trees shall be provided at a ratio of one (1) shade tree (3" min. caliper) for each 6,000 square feet of open area. This provision takes precedence over the parking lot landscape requirement.

Cars will be allowed to park in the drip lines of trees in parking lots and curbs will not be required at the drip lines.

4. LANDSCAPING OF DEDICATED STREETS, MEDIANS OF OTHER PUBLIC RIGHTS-OF-WAY:

(A) General Provisions:

Within medians, plantings or irrigation facilities will be permitted within areas of less than five (5) feet in width.

Pavers may be installed in the public right-of-way if consistent with the theme of the development.

Lewisville General Development Variances  
 Exhibit C (page 7 of 10)  
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VIII OFF STREET PARKING AND LOADING REQUIREMENTS:

5. MINIMUM DIMENSIONS FOR OFF-STREET PARKING:

Allow as follows for the Bright Ranch property:

Standard size parking spaces shall be 9'-0" wide. 25% of non-residential parking may be 8'-6" wide spaces and shall be clearly marked "Compact Space".

Parallel parking spaces shall be 8'-0" x 22'-0".  
 Minimum dimensions shall be as follows:

Parking By Width																		
Angle	8.5' stall						9.0' stall						10.0' stall					
	aisle		one row		two rows		aisle		one row		two rows		aisle		one row		two rows	
	one way	two way	one way	two way	one way	two way	one way	two way	one way	two way	one way	two way	one way	two way	one way	two way	one way	two way
30"	11.1'	20.0'	27.5'	36.4'	43.9'	52.8'	10.7'	20.0'	27.5'	36.3'	44.3	53.6	9.3	20.0	27.0	37.7	44.7	55.4
40"	11.4'	20.0	29.5	38.1	47.6	56.2	11.0	20.0	29.5	38.1	47.6	56.9	9.3	20.0	28.5	39.2	47.7	58.4
50"	12.7'	20.0	32.0	39.3	51.3	58.6	11.4	20.0	31.0	39.6	50.6	59.2	9.9	20.0	30.1	40.2	50.3	60.4
60"	15.2'	20.0	35.0	39.5	54.8	59.6	14.0	20.0	34.0	40.0	54.0	60.0	10.4	20.0	31.0	40.6	51.6	61.2
70"	18.2'	20.0	38.0	39.8	57.8	59.6	17.0	20.0	37.0	40.0	57.0	60.0	13.7	20.0	34.0	40.3	54.3	60.6
80"	21.8'	21.8	41.0	41.0	60.2	60.2	19.7	20.0	39.0	39.3	58.3	58.6	17.5	20.0	37.0	39.5	56.5	59.0
90"	24.0'	24.0	42.0	42.0	60.0	60.0	22.0	22.0	40.0	40.0	58.0	58.0	20.0	20.0	38.0	38.0	56.0	56.0

BRIGHT RANCH VILLAGE CENTER & TOWN CENTER PARKING

The following parking ratios are acceptable for the Bright Ranch Village Center and Town Center:

These standards apply only to the Village Center and Town Center.

Business, Professional Office, Studio or Bank

1 per 333 sq. ft.

Medical or Dental Clinic

1 per 200 sq. ft.

Community Center

1 per 200 sq. ft.

Library, Museum or Art Gallery

1 per 500 sq. ft.

Day Care

1 per 500 sq. ft.

Retail Store or Personal Service Establishment

1 per 200 sq. ft.

Restaurant, Night Club, Cafe, or Similar Recreation or Amusement Establishment

1 per 100 sq. ft.

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Mixed Use Development Parking For Bright Ranch Village Center & Town Center

A property owner may reduce the standard off-street parking requirement for a mixed use development by using the mixed use development (MUD) parking chart below, to calculate an "adjusted" standard off-street parking requirement for the development.

Calculation of adjusted standard off-street parking requirement. An adjusted standard off-street parking requirement for a mixed use development will be calculated as follows:

- (a) First, the standard parking requirements for each of the uses in the mixed use development must be ascertained.
- (b) Next, the parking demand for each use is determined for each of the five times of day shown in the MUD parking chart by multiplying the standard off-street parking requirement for each use by the percentage in the chart assigned to that category of use. If a use in the development does not fall within one of the categories shown in the MUD parking chart, the percentage assigned to that use is 100 percent for all five times of day.
- (c) Finally, the "time of day" columns are totaled to produce sums that represent the aggregate parking demand for the development at each time of day. The largest of these five sums is the adjusted standard off-street parking requirement for the development.

Minimum parking requirement. If one or more of the main uses in a mixed use development is a retail-related use, the minimum parking requirement for the development under this reduction option is the sum of the standard parking requirements for each of the retail-related uses in the development.

Mixed Use Development Parking Chart  
 (for calculating adjusted standard parking requirement)

<u>Use Categories</u>	<u>Standard Parking Requirement</u>	<u>Parking Adjustment Percentages</u>				
		<u>By Time Of Day (weekday)</u>				
		Morning	Noon	Afternoon	Late Afternoon	Evening
Residential uses	1/500 sq. ft.	80%	60%	60%	70%	100%
Office-related uses	1/333 sq. ft.	100%	80%	100%	85%	35%
Retail-related uses	1/200 sq. ft.	60%	75%	70%	65%	70%
Bar & restaurant uses	1/100 sq. ft.	20%	100%	30%	30%	100%
Health studio	1/150 sq. ft.	45%	70%	55%	80%	100%
Game court center	4/Court	45%	70%	55%	80%	100%
Any other use	Must be ascertained	100%	100%	100%	100%	100%

The adjusted standard off-street parking requirement for the development is the largest of the five "time of day" column sums.

Note: If a use does not fit into one of the first six categories listed above, 100 percent assignments must be used in each of the "time of day" columns. If one or more of the main uses in the development is a retail-related use, the minimum parking requirement for the development under this reduction option is the sum of the standard parking requirements for each of the retail-related uses in the development.

PARKING - BRIGHT RANCH LARGE SCALE MIXED USE DEVELOPMENTS:

- (1) For large scale mixed use development projects at Bright Ranch, the following are excluded in the calculation of off-street parking requirements:

Lewisville General Development Variances  
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(A) Ten percent of the required parking for the office use when that use totals in excess of 250,000 square feet in floor area and is developed on the same lot, with a use qualifying for an exception under subsections (1)(B) or (C) of this section.

(B) Ten percent of the required parking for the hotel and motel use when that use totals in excess of 250 guest rooms and is developed on the same lot with a use qualifying for an exception under Subsections (1)(A) or (C) of this section.

(C) Ten percent of the required parking for the retail and personal service uses when those uses total in excess of 40,000 square feet in floor area and are developed on the same lot with a use qualifying for an exception under Subsections (1)(A) or (B) of this section.

(D) Fifty percent of the required parking for the following uses when developed on the same lot with an office use with more than 250,000 square feet of floor area or a hotel or motel use with more than 250 guest rooms:

- Bar, lounge, or tavern
- Catering service
- Commercial amusement (inside)
- Commercial amusement (outside)
- Private recreation center, club, or area
- Public park, playground
- Restaurant without drive-in service
- Restaurant with drive-in service or drive-through service
- Theater

PARKING - BRIGHT RANCH RETAIL MALL

(1) For large retail mall projects at Bright Ranch, the following reductions may be made in the off-street parking requirements

(A) For purposes of this subsection

(i) a "retail mall" is a building containing retail uses that occupy at least 400,000 square feet of gross floor area (excluding the pedestrian way). A retail mall may have additional uses; and

(ii) the term "recreational and entertainment uses" means the following uses:

- Commercial amusement (inside)
- Commercial amusement (outside)
- Private recreation center, club, or area
- Public park, playground
- Theater

(B) A retail mall is eligible for the parking requirement reduction in this subsection only if:

(i) all uses in the retail mall are physically attached to and have public access to an environmentally controlled pedestrian way.

(ii) the floor area of the pedestrian way' is at least seven percent of the gross floor area of the retail mall

(C) The number of required off-street parking spaces for a retail mall is reduced as follows:

(i) 10 percent for all uses, (including the pedestrian way), other than recreation and entertainment uses;

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March 21, 1996

(ii) 50 percent for recreation and entertainment uses, other than theater uses, for floor area up to 10 percent of the gross floor area of the retail mall (including pedestrian way); and

(iii) 50 percent for a theater Use when the theater use is on the same building site as the retail mall and utilizes the same parking area as the retail mall.

(1) No reduction in required off-street parking spaces is allowed for that part of the gross floor area devoted to recreation and entertainment uses, other than theater uses, that is in excess of 10 percent of the gross floor area of the retail mall (including the pedestrian way).

### Exhibit D

For Emergency Medical Services (EMS), the Districts and Bright shall pay to the City of Lewisville a fee based on a funding formulas as follows:

1. A readiness sum of \$.782 per capita based on population.
2. A sum of \$408 per ambulance run.
3. A fixed sum based on size of covered area at a rate of \$383.83 per square mile.

Readiness sum and fixed sum payments shall be paid to the City quarterly, on or before January 1, April 1, July 1, and October 1 of each year. The population figures used shall be obtained from the North Central Texas Council of Governments. The coverage area figures used shall be obtained from a professional engineer's certification of the areas covered. Both sums may be adjusted annually by the City to reflect increased costs.

An ambulance call is defined as the actual examination or treatment of a patient. This payment by Bright or the Districts to the City for such service will not prohibit the City from billing the recipients of emergency medical services at a rate designated in the City's ordinances. The rates per ambulance call shall escalate annually as Denton County Interlocal Agreements for ambulance services escalate, but shall not be reduced.

The fire protection and rescue services, the Districts or Bright agree to pay the City the sum of \$234 for each fire service personnel responding to the call. No payment will be made for service outside the Bright lands or Districts unless a request for service by a neighboring jurisdiction is caused by that jurisdiction sending similar resources into the Bright lands or Districts. The main response charge shall be adjusted annually to reflect budget changes as determined by the total Fire Department budget divided by actual man responses for the most recent fiscal year

For law enforcement services, Bright and the Districts agree to pay to the City \$100 per hour, per police officer. Any part of an hour will be considered billable as an hour. The City agrees to provide patrol services for eight (8) hours daily at the above specified rate, with additional hours as required by response to any incidents, criminal investigations or other investigations also billable at the above specified rate.

All above services rendered by the City shall be as "primary responders." It is also agreed by all parties that these terms and conditions shall be formalized by future agreements between Bright, the Districts or their successors. Rates and charges specified herein shall be subject to adjustment by the City in accordance with the methods described above and the costs in existence at the time of an agreement.





May 1, 2014

Mr. Eric Ferris  
Director of Community Development  
City of Lewisville  
Department of Community Development  
151 W. Church Street  
Lewisville, Texas 75029

RE: The Realm at Castle Hills Variance Request  
Lewisville E.T.J., Texas

Dear Mr. Ferris:

This letter is being sent to the City of Lewisville to request variances from the City's General Development Ordinance for the Castle Hills Development area known as the Realm. The variances listed and described herein are necessary for the development of this property due to the urban nature of the proposed development. The property in question is outlined in **Exhibits A, B and I**.

### **Background**

Castle Hills is a 2,500-acre award winning master-planned golf course community located in the heart of North Dallas. Located in Lewisville, Castle Hills is west of Plano, near Carrollton and southwest of Frisco. Home to more than 2,500 single-family homes priced from the upper \$200's to over \$2 million, the neighborhood offers a host of amenities, including lakes, parks, on-site schools and The Lakes at Castle Hills Golf Club. Swimming pools, tennis and basketball courts, a hike and bike trail, and fitness facilities are just a few of the recreational amenities.

Developed by Bright Realty, this special piece of land had been the Bright's farm since the 1950's. Growing up fishing and camping there, Chris Bright took great care in its development. He wanted it to be a place for families to live and build lasting memories of their own. Residents of Castle Hills, some of whom are in their second or third home in the community, have seen that dream become reality.

The vision for Castle Hills has been to provide a multi-generational, highly amenitized community with a strong family emphasis. The single-family portion of the community has been a great success, and now the timing is right for the construction of The Realm – the higher density, mixed-use portion of Castle Hills. The Realm seeks to build upon the great values and assets that exist today, while providing additional alternative homestyles and amenities to cater to all lifestyles – and to truly create the destination that is live/work/play/stay. The Realm may include the following uses, among others:

- Retail
- Entertainment/Movie Theater
- Restaurant
- Hospitality
- Fitness & Recreation
- Banking/Finance
- Corporate and administrative Office
- Educational
- Nursery/Child care
- Medical/Professional services
- Medical and/or Emergency Care
- Surgery Center
- Grocery
- For-sale residential
- Multi-Family Residential
- Automobile Parking Structure
- Pop-Up/Temporary Use Events and/or retail
- Performance Center
- Sports Facility

The Realm is currently envisioned as two distinct parts: the Bridges and the multi-family village beginning with the Discovery. The Bridges at The Realm will provide an urban shopping and entertainment district that will include over one million square feet of mixed use development in addition to over fifteen hundred residential units. Directly adjacent to the Bridges will be the residential villages, the first phase of which will be known as Discovery at The Realm. Designed in a manner to create an authentic community and neighborhood setting, the Discovery will be a place that has an option for everyone looking to live in a more social and community setting. For planning purposes, it is anticipated that after the Discovery is delivered in 2016, additional phases of the multi-family village comprising ± 400 units each will follow on 18-24 month intervals.

From the recent graduate at his first job, to the retiring empty nester, all Bridges and Discovery residents as well as visitors, guests and patrons will enjoy the connections to Castle Hills

community amenities such as trails, parks and golf – while being closely connected to the amenities of the Bridges that will provide shopping, entertainment and office environments.

As Castle Hills has grown we are constantly looking for ways and opportunities to improve and make this the best community in the Dallas market. We believe we have done that, and are on the way to making it even better. We also have learned to react to an ever changing market and customer, and for that reason are seeking variances from the current 1996 General Development Order with Exhibit C, The Bright Farm Agreement.

The variances outlined in the ensuing Memorandum are necessary to continue to make Castle Hills and the future Bridges and Discovery developments the most sought after community for living, shopping, laying and working, and to continue to propel the City of Lewisville towards greater success.

### **Requested Variances**

**Variance A:** To allow on-site public waterlines to be located under pavement in access and utility easements. Owner shall be responsible for replacement of such pavement should maintenance or repair be required to the waterline.

Due to the urban nature of the future projects, it will become necessary to integrate the utilities in the pavement areas. This is a very common practice in urban environments and will allow for a more walkable community.

See **Exhibit C** for a typical cross-section

**Variance B:** Allow other species of trees to be planted along the SH 121 Frontage Road, Castle Hills Drive, Windhaven Parkway, Josey Lane, and FM 544 so long as primary maintenance is by the property owners association.

**Variance C:** Trees shall be spaced appropriately according to their growth characteristics and the design intent. An equal or greater quantity of plant material and trees will be provided in a unique arrangement and will be maintained by the property owners association.

Planting will reflect the attention to detail and quality of craftsmanship accustomed to Castle Hills. Special attention will be given towards ecologically responsible and low-water needs plant materials.

See **Exhibit D** for an artist's interpretation of what this planting may look like.

**Variance D:** To utilize landscaping areas throughout the development to meet interior/parking lot landscaping requirements. Exposed surfaces of parking garages shall be counted as required areas for landscaping calculations.

Due to the more urban nature of the proposed development, landscape areas adjacent to the parking area shall be able to be included in the calculation of required interior lot landscaping. The overall planting areas of the project will meet or exceed the requirement, however they may be arranged in a manner more suitable to the urban environment being created.

**Variance E:** Development shall, on average, provide 1.65 parking spaces per dwelling unit for multifamily uses and provide alternative shared parking agreements, for all other uses as shown in exhibits E and F (see attached).

The high-density, mixed use nature of the Realm emphasizes the pedestrian environment. By allowing parking needs of various uses to be met through shared parking facilities, adequate parking is provided in a manner that creates a more pleasing environment for all.

See **Exhibit E** for the proposed shared parking and **Exhibit F** for a simulation of what the proposed parking requirements may look like in the early phases of development at The Realm.

**Variance F:** Loading zones shall be calculated on a square foot basis in lieu of a space per square foot standard. Loading zones may be shared across lot lines (see **Exhibit G**).

Loading zones shall be marked and shall be free of the required fire lanes. Loading zones will be managed by the property owner or its agent. In order to create the most welcoming pedestrian environment possible, loading zones may be shared between uses and tenants in a mixed-use development, and shall be sized according to **Exhibit G**.

See **Exhibit G** for the proposed loading zone requirements, and **Exhibit H** for a series of case studies to support the proposed loading zone requirements.

**Variance G:** To allow alternate materials for paving mutual access easements, parking lots, fire lanes, and drive isles.

In unique areas but not within public streets, allow special paving including but not limited to the following materials:

- Unit Pavers over an engineered subbase designed to a structural strength equal or greater to the standard required concrete for fire lanes
- Natural Stone over an engineered subbase designed to a structural strength equal or greater to the standard required concrete for fire lanes
- Brick over an engineered subbase designed to a structural strength equal or greater to the standard required concrete for fire lanes
- Contained Gravel with a structural member designed to be equal to or greater than the standard strength required concrete for fire lanes. Gravel will be contained with concrete curbs or other methods of similar strength. Gravel will not be used in primary drive aisles, but rather in specialty areas.
- Similar materials, so long as designed to a structural strength equal or greater to the standard required concrete for fire lanes.

All pavement shall be in accordance with the applicable requirements of ADA and PROWAG. Fire lanes shall be clearly marked and all pavement within fire lanes shall be designed to a structural strength equal or greater to the standard required concrete for fire lanes.

The use of alternative materials will help to foster a vibrant, walkable and urban environment that promotes activity and community.

**Variance H:** To provide street and pedestrian easements in lieu of required right-of-way dedication for deceleration and right turn lanes along the SH 121 Frontage Road, Castle Hills Drive, Windhaven Parkway, Josey Lane, and FM 544.

We are requesting this variance for all of the proposed driveway connections to the public streets in The Realm in order to preserve the building setbacks in these areas and provide a consistent setback along these street frontages.

**Variance I:** To allow dwelling units of seven-hundred (700) square foot average size when located over a retail, restaurant, or similar commercial use on the first floor with a minimum unit size of no less than (500) square feet.

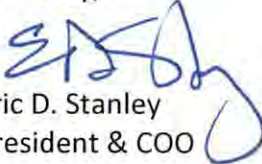
This request is in line with current market demands and encourages a variety of unit sizes that allow for the creation of a diverse community with varying economics.

**Variance J:** Multifamily dwelling units developed as part of vertical mixed use project that are located above a commercial building use and located on the property, identified on Exhibit J, shall not count toward the total number of allowable units designated for multifamily development which provides that no more than 5,000 multifamily dwelling units with density of not more than 20 units per acre shall be developed on the Lands.

This request further supports development consistent with current market demands and encourages mixed use, high value incremental development that also provides for enhanced sales tax revenue potential.

Bright Realty appreciates the City's consideration to this request and looks forward to a favorable approval. Should you have any questions, please feel free to contact us.

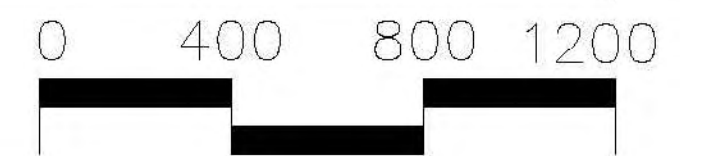
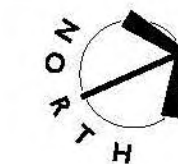
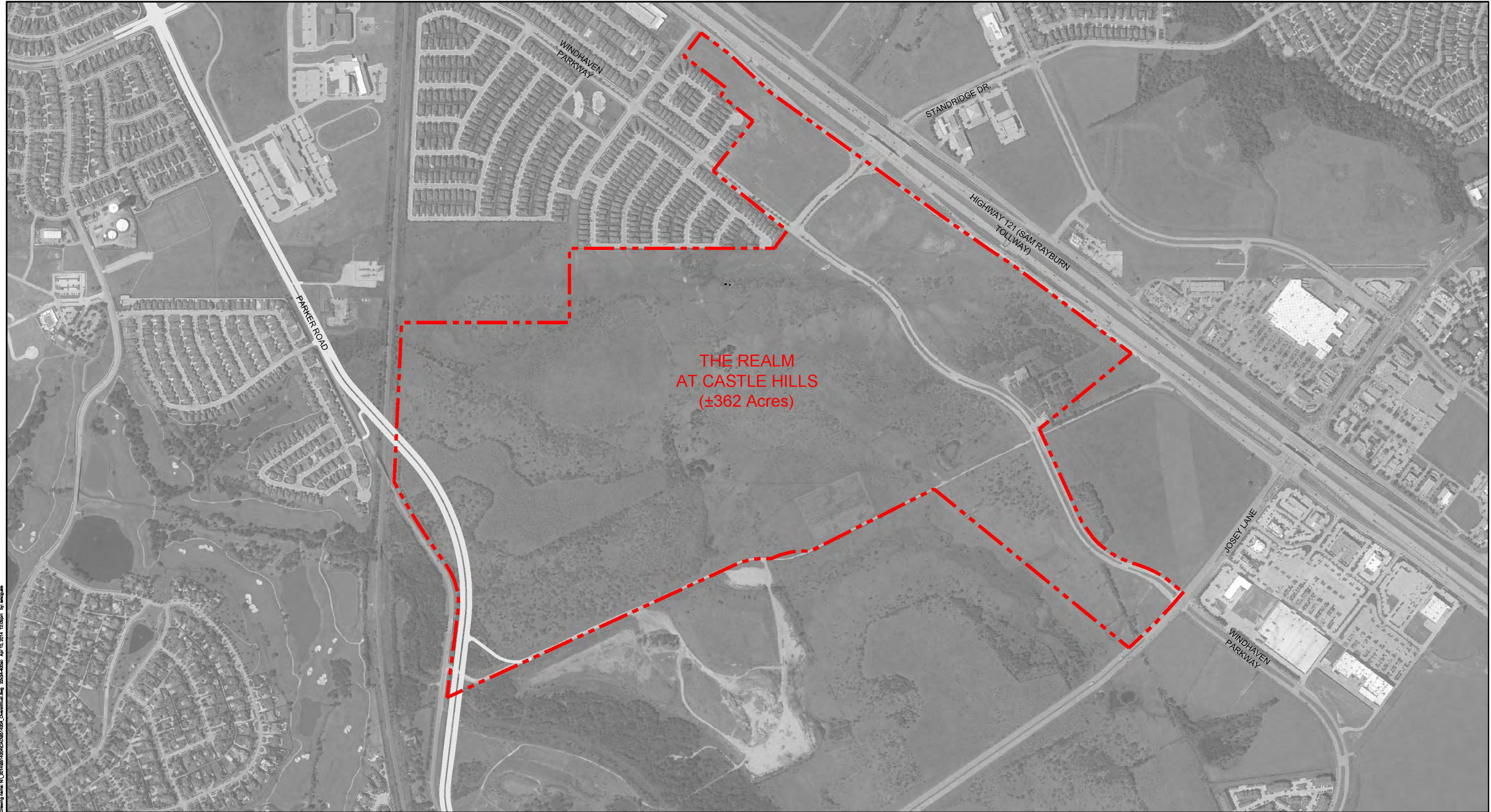
Sincerely,

  
Eric D. Stanley  
President & COO

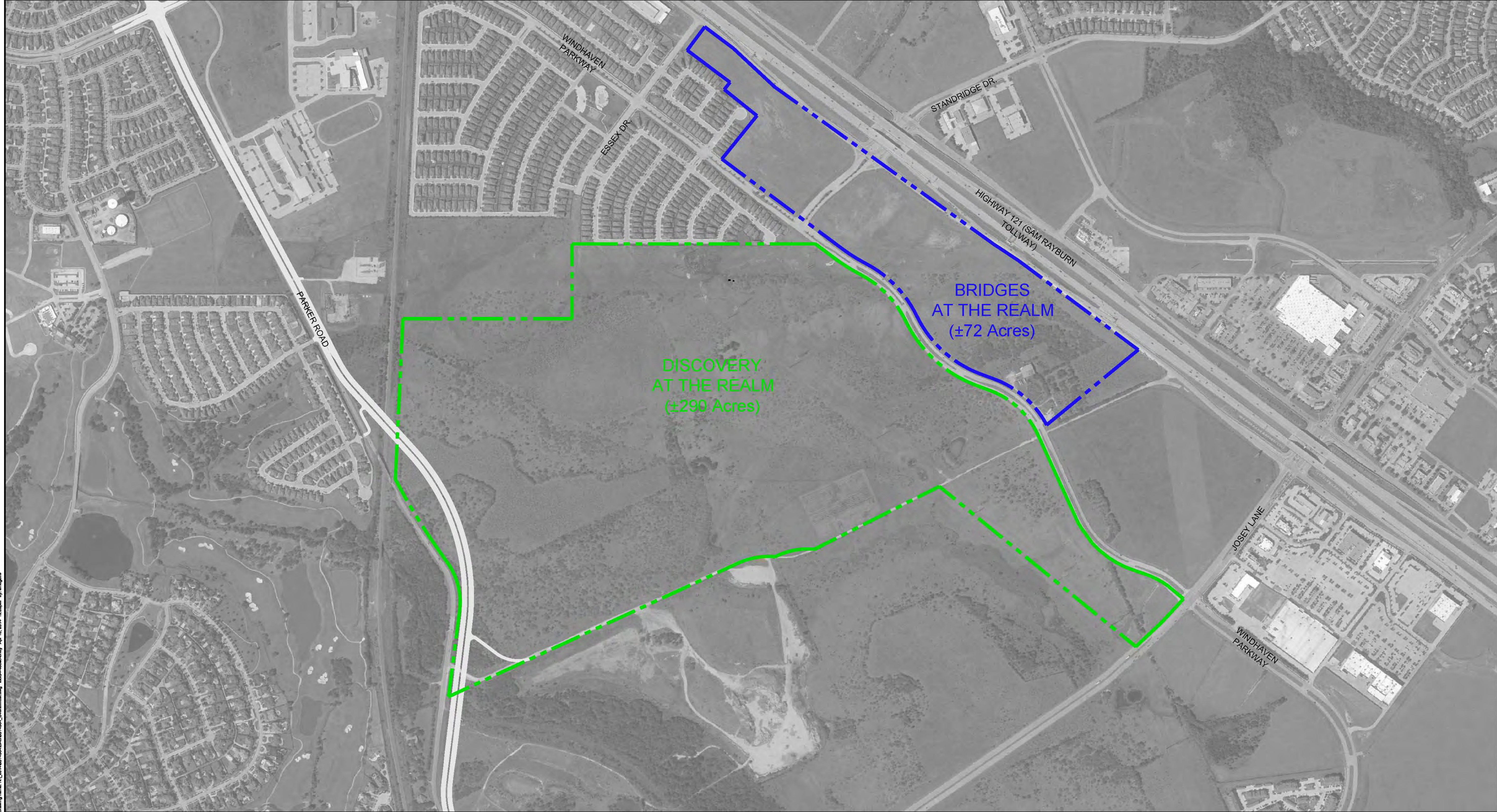
Enclosures:

- Exhibit A – The Realm Overall
- Exhibit B – The Realm and Discovery
- Exhibit C – Typical Cross-Section
- Exhibit D – Artist's Interpretation of Planting
- Exhibit E – Proposed Shared Parking
- Exhibit F – Simulation of Proposed Shared Parking
- Exhibit G – Proposed Loading Zone Requirements
- Exhibit H – Loading Case Studies
- Exhibit I – Conceptual Overall Realm Plan
- Exhibit J – The Bridges (mixed-use development)

# EXHIBIT A



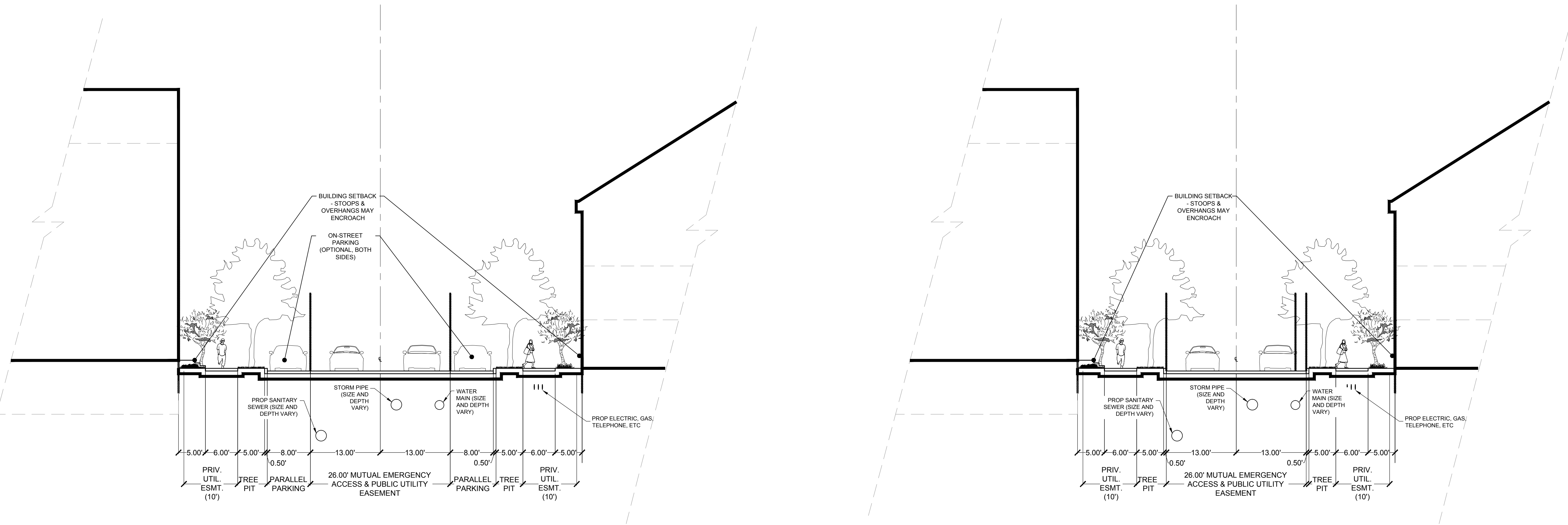
# EXHIBIT B



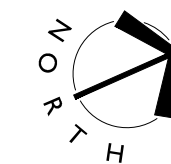
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# EXHIBIT C



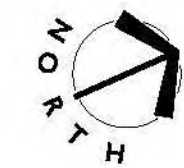
Drawing name: 'L\_2014051004CA20814094VPlansSection.dwg 2204, Apr 10, 2014, 11:31am by: amogire



# EXHIBIT D



Drawing name: H:\2014\04\04\0404\_CoverSheet.dwg 24x36 100% 100% Apr 10, 2014 12:58pm By: amguyen



## **Exhibit E - Parking**

### THE REALM AT CASTLE HILLS PARKING

The following parking ratios are acceptable for The Realm at Castle Hills:

These standards apply only to The Realm at Castle Hills.

Business, Professional Office, Studio or Bank

1 per 333 sq. ft.

Medical or Dental Clinic

4.5 per 1,000 sq. ft.

Community Center

1 per 200 sq. ft.

Library, Museum, or Art Gallery

1 per 500 sq. ft.

Day Care

1 per 500 sq. ft.

Retail Store or Personal Service Establishment

1 per 200 sq. ft. of GLA

Restaurant, Night Club, Café, or Similar Recreation or Amusement Establishment

1 per 100 sq. ft. of GLA

Theater, Auditorium (except School), Sports Arena, Stadium or Gymnasium

1 per 4 seats or bench seating spaces

Hotel Hospitality

1 per room plus one space for each 200 sq. ft. of useable commercial space up to 6000 square feet. Larger commercial spaces such as function rooms will be per parking study.

Multi-Family Dwellings

1.65 per unit; except that deed restricted senior apartments shall be calculated at 1.2 per unit

Grocery or Food Market

4.5 spaces/1000 sq. ft. of GLA

## Exhibit E - Parking

### Mixed use Development Parking For The Realm at Castle Hills

A property owner may reduce the standard off-street parking requirement for a mixed use development by using the mixed use development (MUD) parking chart below, to calculate an “adjusted” standard off-street parking requirement for the development.

Calculation of adjusted standard off-street parking requirement. An adjusted standard off-street parking requirement for mixed use development will be calculated as follows:

- (a) First, the standard parking requirements for each of the uses in the mixed use development must be ascertained.
- (b) Next, the parking demand for each use is determined for each of the five times of day shown in the MUD parking chart by multiplying the standard off-street parking requirement for each use by the percentage in the chart assigned to the category of use. If a use in the development does not fall within one of the categories shown in the MUD parking chart, the ULI Shared Parking Second Edition manual written in 2005 shall be used as a guide to define the standard parking requirement and appropriate adjusted percentages.
- (c) Finally, the “time of day” columns are totaled to produce sums that represent the aggregate parking demand for the development at each time of day. The largest of these five sums is the adjusted standard off-street parking requirement for the development.

Minimum parking requirement. If one or more of the main uses in a mixed use development is a retail-related use, the minimum parking requirement for the development under this reduction option is the sum of the standard parking requirements for each of the retail-related uses in the development.

**Exhibit E - Parking**

<b>Mixed Use Development Parking Chart</b>						
(for calculating adjusted standard parking requirement)						
Use Categories	Standard Parking Requirement	Parking Adjustment Percentages by Time of Day (Weekday)				
		Morning	Noon	Afternoon	Late Afternoon	Evening
Residential Uses	1.65/unit	80%	60%	60%	70%	100%
Office-related Uses	1/333 sf	100%	80%	100%	85%	35%
Retail-related Uses	1/200 sf of GLA	60%	75%	70%	65%	70%
Bar & Restaurant Uses	1/100 sf of GLA	20%	100%	30%	30%	100%
Health/Fitness Uses	1/150 sf of GLA	45%	70%	55%	80%	100%
Game Court Center	4/Court	45%	70%	55%	80%	100%
Theater/Arena/Auditorium	1/4 Seats	50%	50%	50%	75%	100%
Grocery	4.5/1000 sf of GLA	75%	90%	75%	100%	75%
Hotel/Hospitality	1/room	70%	65%	70%	80%	90%
Medical/Dental Office	4.5/1000 sf	100%	60%	100%	90%	30%
Any other use	See notes below					

The adjusted standard off-street parking requirement for the development is the largest of the five “time of day” column sums.

Note: If a use does not fit into one of the categories listed above, the ULI Shared Parking Second Edition manual written in 2005 shall be used as a guide to define the standard parking requirement and appropriate adjusted percentages.

**PARKING – THE REALM AT CASTLE HILLS LARGE SCALE MIXED-USE DEVELOPMENTS:**

When the development contains 250,000 square feet or more of office and/or 150,000 square feet of retail and restaurants, an evaluation of the parking needs will be provided using a ULI-based parking study to provide the appropriate standard ratios and adjustment percentages per use based on the mix and amount of uses that comprise the development. The ULI Shared Parking Second Edition manual written in 2005 will be used to guide the parking study.

Within Mixed-Use Developments, parking for residential will be dedicated at a ratio of 1.65 per unit

## Exhibit F – Parking Simulation

### The Realm at Castle Hills Mixed-Use Parking Analysis per the Current Agreement

#### Phase 1 - Buildings C01, C03, C05, C06

Shared Parking Analysis 04/04/14

Use	Area	Standard (# sp/sf) (#sp/seats)	Parking at 100%	Parking Adjustments per City's Agreement w/Bright Farm Partnership dated 7/18/96				
				Morning	Noon	Afternoon	Late Afternoon	Evening
Residential (432 units)(GBA)	<b>386,408</b>	1/500	773	618	464	464	541	773
Office (7st.) (GBA)	<b>182,538</b>	1/333	548	548	438	548	465	192
Retail	<b>66,585</b>	1/200	333	200	250	233	216	233
Restaurant	<b>33,094</b>	1/100	331	66	331	99	99	331
Health Club	<b>13,427</b>	1/150	94	42	66	52	75	94
Theatre (Assumed 2,000 seats)	<b>103,274</b>	1/4.00	500	500	500	500	500	500
<b>Total</b>	785,326		2,578	1,974	2,048	1,895	1,897	<b>2,122</b>

### The Realm at Castle Hills Mixed-Use Parking Analysis per Proposed Variance

#### Phase 1 - Buildings C01, C03, C05, C06

Shared Parking Analysis 04/04/14

Use	Area	Standard (# sp/sf) (#sp/seats)	Parking at 100%	Parking Adjustments per City's Agreement w/Bright Farm Partnership dated 7/18/96				
				Morning	Noon	Afternoon	Late Afternoon	Evening
Residential (432 units)(GBA)	<b>386,408</b>	1.65/unit	713	570	428	428	499	713
Office (7st.) (GBA)	<b>182,538</b>	1/333	548	548	438	548	465	192
Retail	<b>66,585</b>	1/200	333	200	250	233	216	233
Restaurant	<b>33,094</b>	1/100	331	66	331	99	99	331
Health Club	<b>13,427</b>	1/150	94	42	66	52	75	94
Theatre (Assumed 2,000 seats)	<b>103,274</b>	1/4.00	500	250	250	250	375	500
<b>Total</b>	785,326		2,518	1,676	1,762	1,609	1,730	<b>2,062</b>

**Note:** A reduction of 60 spaces per the proposed variances is exhibited. This reduction is due to the market adjusted rate of 1.65 spaces per unit. All residential spaces will be designated residential.

## **Exhibit G - Loading**

### **OFF-STREET LOADING SPACE**

Every building or part thereof erected or occupied for retail business, service, manufacturing, storage, warehousing, hotel, mortuary, or any other use similarly involving the receipt or distribution by vehicles or materials or merchandise, shall provide and maintain on the same premises loading and parking space.

For industrial and warehouse developments, one (1) loading space for each ten thousand (10,000) square feet, or fraction thereof, of floor area in a building.

For all retail and service developments, a minimum of four hundred (400) square feet of loading space shall be provided for a building between five thousand (5,000) square feet to fifteen thousand (15,000) square feet of gross leasable area, and four hundred (400) square feet of additional loading space for each fifteen thousand (15,000) square feet, or fraction thereof, of gross leasable area in excess of fifteen thousand (15,000) square feet. A loading space is not required for retail and service uses under five thousand (5,000) square feet. These loading areas shall have a vertical clearance of fourteen (14) feet.

For mixed-use developments containing two (2) or more uses, a minimum of four hundred (400) square feet of loading space shall be provided for each thirty-five thousand (35,000) square feet of gross leasable area, or a fraction thereof. These loading areas shall have a vertical clearance of fourteen (14) feet.

Loading spaces that are not in the form of a typical bay will be clearly striped and/or identified.

Access and maneuvering areas shall be provided on the same building lot as a principle use for which the loading and parking is intended. Maneuvering space shall be in addition to loading/parking space and shall be designed to accommodate the largest vehicles that would be expected to use those particular loading areas.

## Exhibit H – Loading Case Studies

### CASE STUDY #1 : The Domain



Image Credit: Google

Location: 11410 Century Oaks Terrace  
Austin, TX 78758

Total Retail GLA	390,866 SF
Total Office GLA	78,711 SF
Total Residential GLA	332,472 SF
Project Development	802,049 SF
Total Loading Area Required (@400 SF Loading per 35,000 SF)	9,166 SF
Total Loading Area Provided	10,657 SF
Resultant Loading Ratio	400 SF Loading per 30,104 SF

CASE STUDY #2 : Watters Creek at Montgomery Farm



Image Credit: Google

Location: 970 Garden Park Dr.  
 Allen, TX 75013

Total Retail GLA	357,000 SF
Total Office GLA	98,000 SF
Total Residential GLA	264,120 SF
Project Development	719,120 SF
Total Loading Area Required (@400 SF Loading per 35,000 SF)	8,219 SF
Total Loading Area Provided	7,520 SF
Resultant Loading Ratio	400 SF Loading per 38,251 SF

CASE STUDY #3 : Market Street at The Woodlands



Image Credit: Google

Location: 9595 Six Pines Drive  
 The Woodlands, TX 77830

Total Retail GLA	330,000 SF
Total Office GLA	100,000 SF
Total Convention Center GLA	70,000 SF
Total Hotel GLA	60,000 SF
Project Development	560,000 SF
Total Loading Area Required (@400 SF Loading per 35,000 SF)	6,400 SF
Total Loading Area Provided	5,920 SF
Resultant Loading Ratio	400 SF Loading per 37,838 SF

CASE STUDY #4 : Southlake Town Square



Image Credit: Google

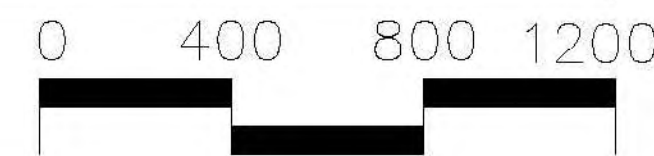
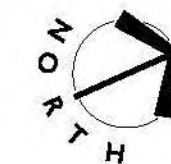
Location: 1256 Main St.  
 Southlake, TX 76092

Total Retail GLA	547,587 SF
Total Theater GLA	68,733 SF
Total Office GLA	250,000 SF
Total Convention Center GLA	15,000 SF
Total Hotel GLA	180,000 SF
Project Development	1,061,320 SF
Total Loading Area Required (@400 SF Loading per 35,000 SF)	12,129 SF
Total Loading Area Provided	12,000 SF
Resultant Loading Ratio	400 SF Loading per 35,377 SF

# EXHIBIT I



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**Consideration of 10 Variances to the 1996  
Castle Hills Agreement Related to Various  
Development Requirements for the Proposed  
Realm Development, Located in District 1-H,  
as Requested by Bright Realty, the Owner**

**(Agenda Item G-10)**

The proposed Realm Project consists of approximately 362 acres divided into two distinct sub-developments. The “Bridges at the Realm” will provide a unique urban shopping and entertainment district that will include over one million square feet of mixed use development in addition to over 1,500 residential units. Adjacent and south of the Bridges, will be the multi-family development known as “Discovery at the Realm.” Approximately 4,000 units are proposed for this development which encompasses approximately 272 acres. Due to the unique mixed use and urban design of the “Realm,” 10 variances are being requested that are summarized including; a) public waterlines under pavement, b) different species of trees, c) alternative tree and landscaping plan, d) calculation for landscaping, e) alternative parking plan, f) loading zones, g) paving materials, h) turning lanes, i) dwelling unit sizes, and j) mixed use development.

The City staff’s recommendation was that the City Council approve the variances as set forth in the caption above and adopt the standards, details, and commentary in the staff support memorandum dated May 5, 2014.

Eric Ferris, Director of Community Development, along with Eric Stanley and Brian Dench representing Castle Hills, were all present to respond to any questions posed by the City Council.

**MOTION:** Upon a motion made by Councilman Ferguson and seconded by Deputy Mayor Pro Tem Gilmore, the Council voted four (4) “ayes” and no (0) “nays” to approve the 10 Variances to the 1996 Castle Hills Agreement Related to Various Development Requirements for the Proposed Realm Development and adopt the standards, details, and commentary in the staff support memorandum dated May 5, 2014\*, Located in District 1-H, as requested by Bright Realty, the Owner. The motion carried.

\*Memo is attached as part of the record minutes.

## INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (this "Agreement") is executed as of May 14, 2014, by and among the CITY OF LEWISVILLE, TEXAS a home rule city organized, created and established pursuant to Article XI, Section 5 of the Constitution of the State of Texas ("Indemnatee"), and BRIGHT REALTY, LLC, a Texas limited liability company ("Indemnitor").

### RECITALS

A. On May 5, 2014, Indemnatee granted a variance allowing for the increased development of multifamily units over commercial property (the "Variance") located within that certain real property situated in Denton County, Texas, (the "Property"), as more particularly described in the action granting the Variance attached as Exhibit A.

B. Indemnitor has agreed to indemnify, defend and hold harmless the Indemnatee from and against any and all losses, liabilities and expenses arising from any litigation or claims by any person or entity arising as a result of the Variance, all as more specifically set forth below.

### AGREEMENT

NOW THEREFORE, for and in consideration of the above premises, the sum of \$10.00 cash and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Indemnitor and Indemnatee agree as follows:

1. Indemnity. INDEMNITOR AGREES THAT IF ANY CLAIMS SHOULD BE MADE AGAINST INDEMNITEE RESULTING FROM OR ARISING FROM THE VARIANCE, INDEMNITOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEE FROM SUCH CLAIM OR ASSERTION AND FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ASSERTED AGAINST, OR SUFFERED OR INCURRED BY, INDEMNITEE RESULTING FROM OR ARISING IN CONNECTION WITH THE VARIANCE. As used herein, the term Indemnatee includes its respective affiliated entities, each of their respective direct and indirect principals, members, joint venturers, partners and affiliates, their respective officers, officials, staff, directors, employees, agents, brokers and representatives, and the successors and assigns of each of the foregoing.

2. Survival. This Agreement shall survive ten (10) years from the date of execution hereof.

3. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

4. Severability. Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this

Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

5. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the parties hereto, and their respective successors, heirs, personal representatives and assigns.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. Handwritten signatures to this Agreement transmitted by telecopy or electronic transmission (for example, through use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the party so signing.

7. Final Agreement. THIS AGREEMENT REPRESENTS THE ENTIRE EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF ON THE DATE THIS AGREEMENT IS EXECUTED. THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. NO MODIFICATION, RESCISSION, WAIVER, RELEASE OR AMENDMENT OF ANY PROVISION OF THIS AGREEMENT SHALL BE MADE, EXCEPT BY A WRITTEN AGREEMENT SIGNED BY THE PARTIES HERETO.

[Signature pages follow.]

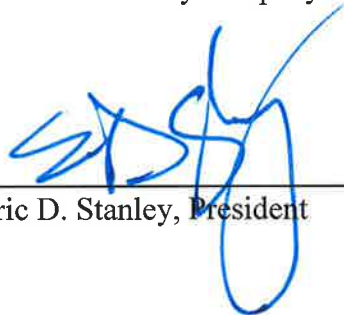
IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original all as of the last date approved by all parties.

**INDEMNITEE:**

**CITY OF LEWISVILLE**

  
\_\_\_\_\_  
City Manager

**BRIGHT REALTY, LLC,**  
a Texas limited liability company

By:   
\_\_\_\_\_  
Eric D. Stanley, President

STATE OF TEXAS                   §  
   §  
COUNTY OF DALLAS *DENTON* §

BEFORE ME, the undersigned authority, on this day personally appeared Eric D. Stanley, President of Bright Realty, LLC, a Texas limited liability company, on behalf of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14<sup>th</sup> day of May, 2014.



(Seal)

  
\_\_\_\_\_  
Notary Public

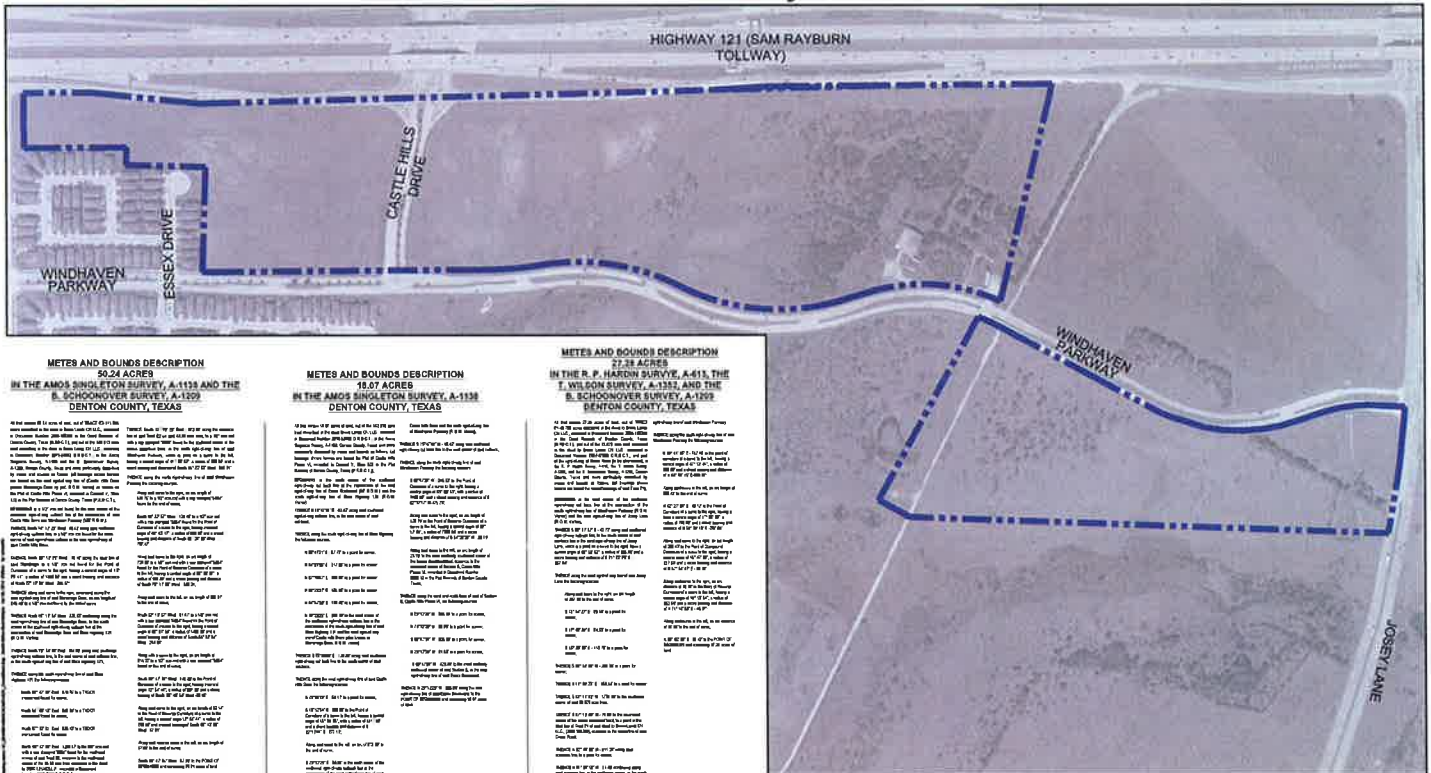
## **EXHIBIT A**

### **VARIANCE**

**Variance i.):** Multifamily dwelling units developed as part of a vertical mixed use project that are located above a commercial building use and located on the property, identified on Exhibit J, shall not count towards the total number of allowable units designated for multifamily development which provides that no more than 5,000 multifamily dwelling units with a density of not more than 20 units per acre shall be developed on the Lands.

Exhibit J, as referenced herein above, is attached hereto and is included in this Exhibit A to Indemnification Agreement.

# EXHIBIT J



**METES AND BOUNDS DESCRIPTION**  
**50.24 ACRES**  
**IN THE AMOS SINGLETON SURVEY, A-1138 AND THE**  
**B. SCHOONOVER SURVEY, A-1209**  
**DENTON COUNTY, TEXAS**

Metes and bounds description for the 50.24-acre parcel, detailing survey data and acreage.

**METES AND BOUNDS DESCRIPTION**  
**18.07 ACRES**  
**IN THE AMOS SINGLETON SURVEY, A-1138**  
**DENTON COUNTY, TEXAS**

Metes and bounds description for the 18.07-acre parcel, detailing survey data and acreage.

**METES AND BOUNDS DESCRIPTION**  
**27.78 ACRES**  
**IN THE R. P. HARRIS SURVEY, A-618, THE**  
**I. WILSON SURVEY, A-1332, AND THE**  
**B. SCHOONOVER SURVEY, A-1209**  
**DENTON COUNTY, TEXAS**

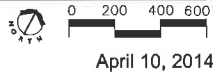
Metes and bounds description for the 27.78-acre parcel, detailing survey data and acreage.



THIS PLAN IS AN ARTIST'S INTERPRETATION AND SUBJECT TO CHANGE WITHOUT NOTICE.

## THE BRIDGES AT CASTLE HILLS

±99 ACRES (INCLUDES CASTLE HILLS DRIVE R.O.W.)



April 10, 2014

# DENTON COUNTY FRESH WATER SUPPLY DISTRICT 1-A

## CONTACT INFORMATION

### Building Services Clerk:

Nadia Garcia Prieto  
972-899-4000 x 102  
972-899-4020 - After Hours Inspection Line  
[ngarcia@dentoncountyfwsd.com](mailto:ngarcia@dentoncountyfwsd.com)

### Building Services Administrative Assistant:

Mandy Marmon  
972-899-4000 x 159  
[mmarmon@dentoncountyfwsd.com](mailto:mmarmon@dentoncountyfwsd.com)

### Building Inspectors:

Michael Koehler  
972-899-4000 x 156  
469-628-8163  
[smkoehler@dentoncountyfwsd.com](mailto:smkoehler@dentoncountyfwsd.com)

James Chumley  
972-899-4000 x 162  
[jchumley@dentoncountyfwsd.com](mailto:jchumley@dentoncountyfwsd.com)

### Building Services Supervisor:

Terry Williams  
972-899-4000 x 158  
[twilliams@dentoncountyfwsd.com](mailto:twilliams@dentoncountyfwsd.com)

### Water Meter Request/Utility Billing Clerk:

Cynthia Wells  
972-899-4000 x 100  
[customerservice@dentoncountyfwsd.com](mailto:customerservice@dentoncountyfwsd.com)

### General Manager:

J. Philip Brosseau  
972-899-4000 x 146  
[jpbrosseua@dentoncountyfwsd.com](mailto:jpbrosseua@dentoncountyfwsd.com)

### Director of Public Works:

Charles Brewer  
972-899-4000 x 152  
[cbrewer@dentoncountyfwsd.com](mailto:cbrewer@dentoncountyfwsd.com)

### Castle Hills Development - ARC Commercial:

Sarah Smith  
972-410-6526  
[Sarah.Smith@brightrealtyco.com](mailto:Sarah.Smith@brightrealtyco.com)

**DENTON COUNTY FRESH WATER SUPPLY DIST. NO. 1-A  
DISTRICT FACILITY CHARGES**

<u>Meter Size</u>	<u>Water</u>	<u>Sewer</u>	<u>Total</u>	<u>Meter Cost</u>
5/8" - 3/4"	\$2,002	\$1,580.00	\$3,582.00	\$300.00
1"	\$3,403.40	\$2,686.00	\$6,089.40	\$300.00
1-1/2"	\$6,606.60	\$5,214.00	\$11,820.60	\$475.00
2"	\$13,413.40	\$10,586.00	\$23,999.40	\$475.00
3"	\$32,032.00	\$25,280.00	\$57,312.00	\$850.00
4"	\$56,056.00	\$44,240.00	\$100,296.00	\$1,245.00
6"	\$122,722.60	\$96,854.00	\$219,576.60	\$2,200.00
8"	\$213,613.40	\$168,586.00	\$382,199.40	Cost of meter plus 25%
10"	\$333,733.40	\$263,386.00	\$59,7119.40	Cost of meter plus 25%

<u>Building Permit</u>	<u>Charges</u>
\$1.00 - \$1,000	\$40.00
\$1,001 - \$2,000	\$40.00 for the first \$1,000 plus \$2.00 for each additional \$100 or fraction thereof, to and including \$2,000
\$2,001 - \$25,000	\$75.00 for the first \$2,000 plus \$6.00 for each additional \$1,000 or fraction thereof, to and including \$25,000
\$25,001 - \$50,000	\$303.00 for the first \$25,000 plus \$5.00 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 - \$100,000	\$453.00 for the first \$50,000 plus \$3.00 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 and up	\$625.00 for the first \$100,000 plus \$2.00 for each additional \$1,000 or fraction thereof
<u>Electrical Permit</u>	\$.022 per square foot of floor area (minimum \$55.00)
<u>Plumbing Permit</u>	\$.022 per square foot of floor area (minimum \$55.00)
<u>Mechanical Permit</u>	\$.022 per square foot of floor area (minimum \$55.00)
<u>Plan Review</u>	Fifty percent (50%) of the Building Permit Charge: Additional Plan Review \$50.00 per hour (minimum of one (1) hour)
<u>Miscellaneous Permit</u>	Minimum \$40.00. Based on valuation of construction, and charges are the same as for building permits.
<u>Demo Permit</u>	Minimum \$50.00. Based on total valuation of work performed.
<u>Retaining Walls, Columns and Wrought Iron Fence</u>	Minimum \$50.00. Based on total valuation of work performed.
<u>Pool Permit</u>	Minimum \$100.00. Based on total valuation of work performed, plan review.
<u>Irrigation Permit</u>	
<u>Residential</u>	\$80.00
<u>Commercial</u>	Based on val.ue; \$125 minimum fee

<b>Utility Right-Of-Way Permit</b>	
<b>Without franchise agreement</b>	\$250.00
<b>With franchise agreement</b>	No cost
<b>Temporary Sales/ Construction Trailer</b>	\$75.00
<b>Commercial Site Plan</b>	
<b>Permit/plan review</b>	\$500.00 plus \$15.00/acre, payable upon submittal
<b>Inspection Fee</b>	2% of the value of construction
<b>Environmental Maintenance Fee</b>	
	\$500.00 per single family residential lot
	1000 per acre, or fraction thereof Commercial lot (\$1,000 min charge)
<b>Sidewalk Connectivity Fee</b>	
Upon the issuance of a new construction permit, a fee shall be paid and held in escrow by District 1-A, to be utilized for future pedestrian hike and bike trail connectivity projects	\$300.00 per single family residential lot \$800.00 per acre or fraction thereof, of a commercial site. (\$800 min charge)

# Denton County Fresh Water Supply District 1-A

# Commercial Engineering Site Plan Submittal Packet

The following items are required to be submitted in the engineering site permit application package:

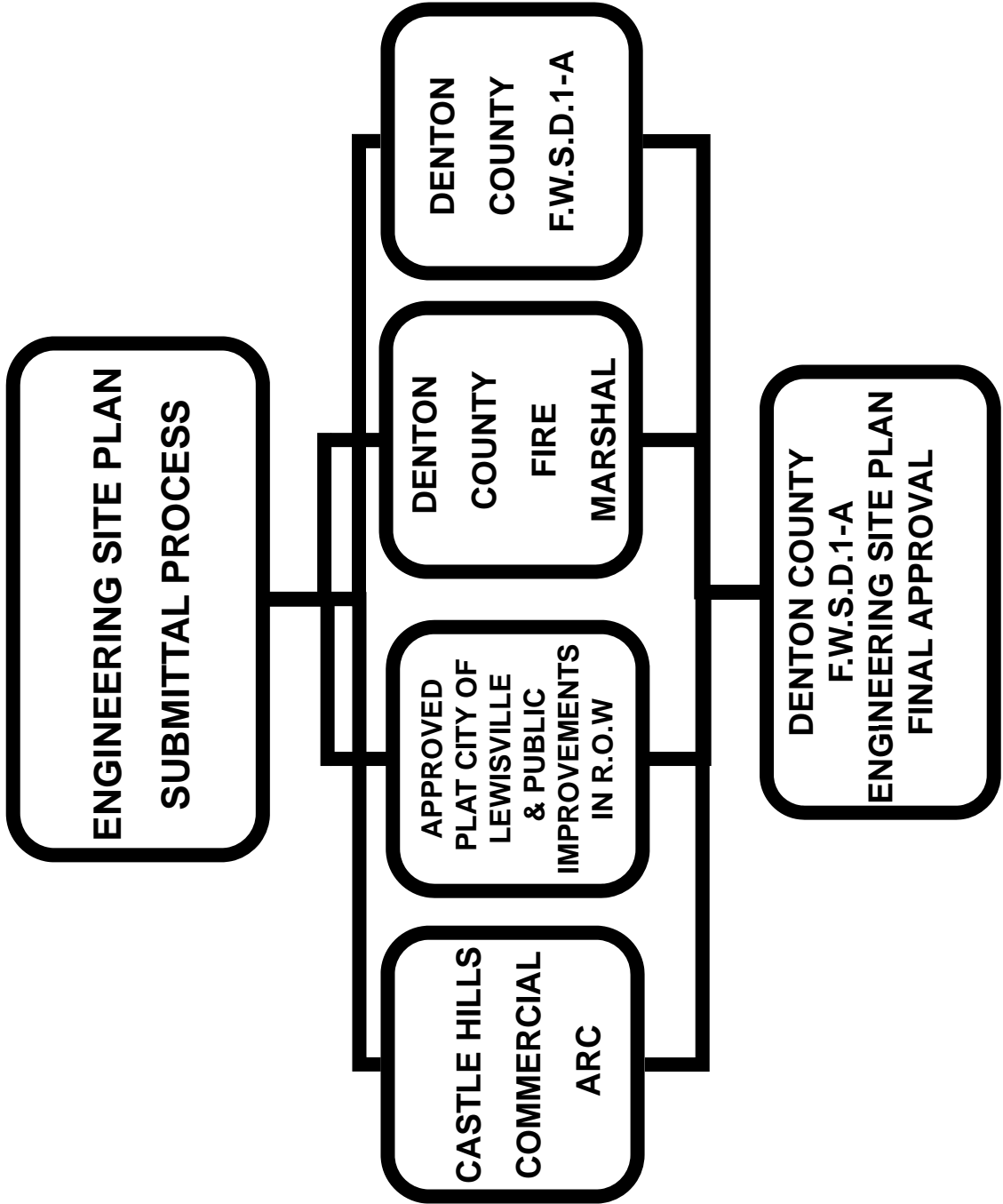
1. Permit application - 2 copies;
2. Permit/Site Plan Review Fee-\$500 plus \$15/acre, payable upon submittal;
3. [Castle Hills Commercial ARC](#) Approval Letter - say Contact Kim Parker at 972-410-6598;
4. [Denton County Fire Marshal](#) Permit approval letter - Prior to permit issuance - Contact Jason Bolejack at 940-349-2840. Check Denton County Emergency Services website;
5. [City of Lewisville](#) Plat approval - Prior to permit issuance - Contact (972) 219-3470. Check the City of Lewisville's website at [www.cityoflewisville.com](http://www.cityoflewisville.com);
6. [City of Lewisville](#) R.O.W. permit approval letter - If applicable;
7. Engineering site plan - 3 full size copies and 1 pdf (signed and sealed by a Texas registered civil engineer);
8. Current certificate of Liability Insurance;
9. [Registration of all Contractors](#) - Prior to permit issuance;
10. Water meter requirements - Noted on permit application and plans;
11. [TAS Registration](#) letter - Check the Texas Department of Licensing and Regulation's website at [www.tdlr.state.tx.us/ab/abtas.htm](http://www.tdlr.state.tx.us/ab/abtas.htm); and
12. Engineering site plan final approval - Must be approved by [Denton County F.W.S.D. 1-A](#), and staff Engineer.

**PLEASE ALLOW 15 WORKING DAYS FOR PLAN REVIEW FOR INITIAL SUBMITTAL AND 10 DAYS FOR EACH SUBSEQUENT SUBMITTAL. THE CONTACT PERSON LISTED ON THE PERMIT APPLICATION WILL BE CALLED WHEN THE PERMIT IS READY. PERMIT FEE IS TO BE PAID IN FULL AT THAT TIME.**

# DENTON COUNTY FRESH WATER SUPPLY DISTRICT 1-A

## COMMERCIAL ENGINEERING SITE PLAN

### PROCESS FLOW CHART



<u>DENTON COUNTY</u>	
<u>F.W.S.D.1-A</u>	
<u>REQUIREMENTS</u>	
<u>FOR PERMIT</u>	
<u>REVIEW</u>	
1.	ARC APPROVAL LETTER
2.	CITY OF LEWISVILLE PLAT APPROVAL
3.	DENTON COUNTY FIRE MARSHAL APPROVAL LETTER
4.	3 COPIES OF ENGINEERING SITE PLAN
5.	T.A.S. RESISTRATION LETTER
6.	CURRENT CERTIFICATE OF LIABILITY INSURANCE
7.	REGISTRATION OF ALL CONTRACTORS
8.	D.C.F.W.S.D.1-A PERMIT APPLICATION 2 COPIES

## **1. Introduction and Philosophy**

Castle Hills Property Company (CHPC) communities are constantly evolving due to changing consumer expectations and public regulations. Typically, this evolution reflects changing market and regulatory conditions. Thus, it is important that each CHPC community have an overall set of policies and standards to provide a framework for dealing with these changes. In an *effort* to protect and enhance property values by encouraging and guiding compatibility of size, building, and signage design in new and existing development, CHPC has created these Commercial Development Guidelines.

These Guidelines are designed to serve as a key mechanism by which CHPC communities guide their commercial development. They give landowners considerable flexibility in developing their property as long as their projects conform to certain criteria designed to protect the integrity and value of the community. The basic purpose of these Guidelines is to encourage quality design and character while mitigating undesirable impacts.

*The Commercial Development Guidelines are not intended to be an absolute design regulation nor presume to predict all possible site specific conditions.*

### **A. General Commercial Information**

CHPC's commercial development classifications were established as a control mechanism. Commercial classification uses are defined as follows:

**i. Retail and Commercial:**

Free-standing retail, retail shopping centers, service stations, cinemas, hotels, restaurants, banks, entertainment facilities, research and development facilities, service/distribution centers, showrooms, auto dealerships, and related retail uses.

**ii. Office:**

Professional *office* building, freestanding or campus style.

**iii. Institutional:**

School and church sites, day care facilities, library, hospital, government, community buildings, etc.

**iv. Multi-Family Residential Attached Units:**

Multi-family residential development including apartments, townhouses and patio homes of medium (5 to 18 units per net acre) and high density (18 or more units per net acre).

### **B. Architectural Review**

To insure the integrity of the development concepts defined in these Guidelines and in accordance with applicable declarations, the following activities must be reviewed and approved by the appropriate Architectural Review Committee (ARC) prior to commencement:

- i. Clearing
- ii. Demolition
- iii. New construction
- iv. Signage (temporary and permanent)

This document provides general development guidelines to property owners in Castle Hills Property Company communities. However, the ARC will apply flexibility and latitude in its approval and disapproval of plans and specification. This flexibility can allow the ARC to accommodate an individual project master plan objective. It is the responsibility of the builder/developer to provide substantiating information to the ARC on all special conditions or circumstances regarding a deviation from these guidelines.

It is the responsibility of the builder/developer to become thoroughly familiar with these Guidelines and to raise questions of interpretation at the earliest possible time.

### **C. Approval Procedures**

The Architectural Review Committee (ARC) approval consists of a two-step process: Preliminary Plan Approval and Final Construction Plan Approval. A pre-planning discussion with the ARC is recommended to highlight any specific sensitivity that may exist. The approval process may include referral to a qualified outside consultant.

Following review by the ARC at Step 1 and Step 2, a summary letter stating the results of the review will be mailed to the builder/developer within thirty (30) days of the submittal. The ARC will endeavor to expedite the review and response process.

**Step 1: Preliminary Plan:** The builder/developer is required to submit the following preliminary information when available:

- i. Floor plans;
- ii. Exterior building elevations;
- iii. Site plan;
- iv. Site size (acreage);
- v. Existing improvements on site (utilities, fencing);
- vi. Percentage of site devoted to open space;

- vii. Existing vegetation locations within proposed setbacks or reserves that may be impacted by land use, driveway or services access parking lots, or medium cuts;**
- viii. Building(s) location and size (square footage);**
- ix. Building and parking setbacks/dimensions;**
- x. Parking lot(s) configuration, ratio and capacity;**
- xi. Service area(s), trash receptacle, and mechanical equipment locations (with screening method);**
- xii. Proposed fencing and/or screening walls; and**
- xiii. Satellite/antenna dish location (with screening method) proposed signage location(s).**

**A note outlining the builder/developer's understanding of maintenance and irrigation boundaries for the site where the site adjoins an existing maintained landscape setback.**

**Plans should be drawn in a format typically produced by a registered professional architect. The builder/developer may wish to submit a rendering or sketch of exterior building appearance as a supplement to this submittal.**

**ARC approval of preliminary plans does not constitute ARC acceptance of the final construction drawings or approval to begin construction. All information required in Step 2: Final Construction Plan Review must be submitted and approved, in writing, prior to any construction. The ARC may convene and act on special occasions in an effort to accommodate unusual situations where justified. These procedures are part of the overall effort to insure that an acceptable quality level is attained without the necessity of imposing undue, cumbersome regulations.**

**Step 2: Final Construction Plan Review: Upon completion and approval of Preliminary Plans (Step 1) the builder/developer may submit Final Construction Plans (Step 2). The submittal should include the following:**

- i. Site Plan;**
- ii. Utility layouts on site (approval(s) by appropriate agencies required);**
- iii. Landscape plans and tree preservation plan;**
- iv. Exterior lighting plans (including photo meters details);**
- v. Signage plans and elevation(s) (temporary and permanent locations);**
- vi. Architectural elevations (all sides); and**

**vii. Exterior material and color samples.**

Additionally, the Owner's construction contact and field superintendent's name and telephone number must be provided to the ARC.

It is recommended that the builder/developer engage a registered professional architect, landscape architect, and engineer for the preparation of the project plans, specifications, and construction administration services.

All components of the building and site design must adhere to the local codes having jurisdiction and the Lewisville 1996 (GDO) General Development Ordinance (SEE <http://www.dentoncountyfwsd.com>), Exhibit "B", and specific variances to the 1996 GDO, Exhibit "C". The builder/developer is responsible for obtaining all local county Flood Control and Utility District approvals. The builder/developer will also be responsible for determining the nature of restrictions associated with pipeline or utility easements which may be located on the site. The ARC will not be responsible for the interpretation of any building codes or ordinances. ARC approval does not release the builder/developer from the responsibility of compliance with all codes, ordinances, or regulations; in effect, the builder/developer is required to comply with the Denton County Fresh Water Supply District 1-A building criteria, Exhibit "A" (SEE <http://www.dentoncountyfwsd.com>).

The builder/developer is responsible for abiding by all Non-Point Discharge Elimination System (NPDES) regulations as promulgated by EPA in September 1992.

**D. Variances**

The ARC will consider the potential negative impact and precedent that may be set within the community regarding a variance request. Variances may be granted in situations where the builder/developer can fully satisfy the ARC that adherence to the guidelines:

- i. Presents a significant hardship to the project;**
- ii. An alternative approach, which exceeds the intent of these Guidelines is preferable; and/or**
  - a. the Guidelines do not adequately address a specific condition;**
  - b. a precedent within close proximity to the site has previously been set; and/or**
  - c. the variance does not set a negative precedent within the community.**

The builder/developer should not plan or design any portion of a project on the assumption of receiving a variance to these guidelines. It is suggested that the builder/developer contact the ARC immediately, should the adherence to the Guidelines propose a potential problem or as questions arise regarding the interpretation of these guidelines. Further, the ARC shall not be responsible for any re-design caused by the builder/developer as a result of misinterpretations of the Guidelines.

Three sets of architectural plans shall be submitted with the permit application and the energy certification. Plans for any structure of 5,000 square feet or more shall be prepared, signed, and sealed by architects and engineers, licensed and registered by the State of Texas. This shall include an architectural site plan, sheet index, architectural plans, structural plans, and electrical, mechanical, and plumbing plans. Tenant finish plans for shell construction finish-out will be required.

Separate plan submittal is required to the Denton County Fire Marshall for fire prevention system/s after approval of the 3<sup>rd</sup> party fire prevention professionals.

Separate plan submittal and permit application is required for sign and/or fence installations.

Separate plan submittal, by a state-licensed irrigator, is required for all irrigation systems.

### **GUIDELINES FOR PREPARING ARCHITECTURAL PLANS**

Plans shall include, but not be limited to the following:

1. The plans for any structure containing five thousand (5,000) square feet or more shall be prepared, signed, and sealed by architects and engineers licensed and registered by the State of Texas.
2. Architectural Site Plan and Sheet Index:
  - A. Location map;
  - B. Legal description of property and number of acres;
  - C. Parking and fire lane layout, including handicapped parking spaces;
  - D. Project analysis (Example attached);
  - E. Code analysis (Example attached);
  - F. Energy code analysis;
  - G. Name of project and owner's name;
  - H. Name, address, and telephone number of contact person; and
  - I. Building footprint and setback lines.
3. Architectural:
  - A. Floor plan;
  - B. Room finish schedule;
  - C. Building elevations and sections with required brick or masonry calculations;
  - D. Wall sections and plan details;
  - E. Window and door schedule and details;
  - F. Toilet plans and details;
  - G. Room elevation and miscellaneous details;
  - H. Reflected ceiling plan;
  - I. Roof plan and roof details; and
  - J. T.A.S. submittal confirmation.

4. Structural:
  - A. Foundation notes and typical details;
  - B. Foundation plan;
  - C. Slab plan;
  - D. Grade beam schedule and details;
  - E. Foundation sections and details;
  - F. Roof framing plan;
  - G. Steel notes and framing sections;
  - H. Framing sections and details; and
  - I. Column schedule and details.
  
5. Electrical, Mechanical, and Plumbing:
  - A. Mechanical plan;
  - B. Schedule and details;
  - C. Plumbing plan;
  - D. Riser diagrams;
  - E. Schedule and details;
  - F. Lighting plan;
  - G. Power plan;
  - H. Risers, diagrams, and schedules; and
  - I. Life safety and security system.

## **DENTON COUNTY FRESH WATER SUPPLY DISTRICT 1-A COMMERCIAL CONTRACTOR INFORMATION**

1. All registrations require General Liability Insurance.
2. All foundation forms must be certified, in writing, by a registered surveyor as to setback and finished floor elevations before inspection is made or any concrete is poured. **The certification must post-date the plumbing underground approval.**
3. Architectural site plans must be submitted with the three sets of architectural plans.
4. Approved double check valves and inspection ports are required on all new water and sewer installations for commercial projects. An inspection is required, also an initial inspection and an annual double check valve assembly inspection is required from a registered backflow tester. The tester must register with the District.
5. Electrical service conductor installations must be underground.
6. Any lots with drainage culverts must have those culverts and ditches certified by a registered surveyor before a Certificate of Occupancy may be issued.
7. On commercial building projects, two (2) sets of as-built drawings and one (1) CD of as-built drawings (PDF format) must be submitted to the District before the Certificate of Occupancy may be issued. These must be reproducible blue-line drawings – no red-lines.
8. A special inspector's (fire and energy) final report is required prior to Certificate of Occupancy.
9. A separate permit is required for all temporary construction trailers (no other temporary buildings are allowed).

**All registrations require General Liability Insurance**

Requirements for **Electrical** registration:

1. Copy of Electrician's Current Master's License;
2. Copy of Electrician's Texas Driver's License;
3. Annual \$75.00 registration fee is required for Master, Journeyman, and Residential Wireman; and
4. Completed registration form.

***\*District Regulation: A licensed residential wireman, journeyman, or master electrician, registered with the District, shall be on the premises of each permitted address at all times when electrical work is being installed.***

Requirements for **Mechanical** registration:

1. Copy of Contractor's Texas License;
2. Copy of Contractor's Texas Driver's License;
3. Annual \$75.00 registration fee is required; and
4. Completed registration form.

Requirements for **Plumbing** registration:

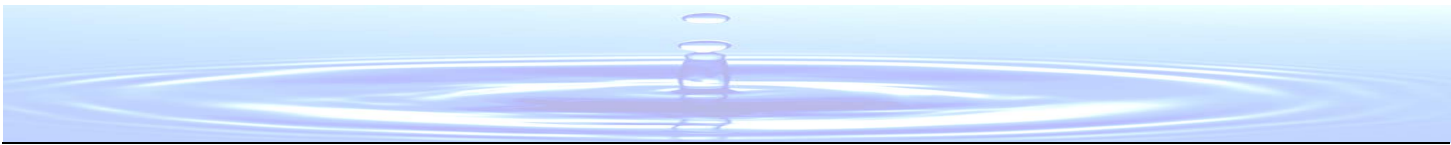
1. Copy of Plumber's Texas Master's Plumbing License;
2. Copy of Plumber's Texas Driver's License;
3. No fee required; and
4. Completed registration form.

Requirements for **Backflow-Irrigation** registration:

1. Copy of Backflow &/or Irrigation Texas License;
2. Copy of Backflow &/or Irrigation Texas Driver's License;
3. Annual \$75.00 backflow registration fee is required;
4. Annual \$75.00 irrigation registration fee is required; and
5. Completed registration form.

Registration requirements for **General Contractor** registration:

1. Copy of General Contractor's Texas Driver's License;
2. Annual \$75.00 registration fee is required; and
3. Completed registration form.



## Contractor Registration Application

### Requirements

Please note that All document text and photos must be clearly visible and legible to be accepted.

1. Valid driver's license or state issued ID card;
2. Valid state required license;
3. Certificate of insurance;
4. This completed form; and
5. Annual registration fee of \$75.00 (see accepted payment methods below):
  - **EXACT CASH** - no change can be given;
  - **CHECK** - made out to DCFWSD 1-A; or
  - **CREDIT CARD** - \*Visa, Discover, or Master Card only.  
\*\$3.00 transaction fee required for all credit card payments

### Registration Type (check appropriate box):

- |  |   |
|--|---|
| <input type="checkbox"/> General Contractor<br><input type="checkbox"/> Mechanical<br><input type="checkbox"/> Plumbing<br><input type="checkbox"/> Irrigator<br><input type="checkbox"/> Backflow | <input type="checkbox"/> Electrical (select electrician type below): <ul style="list-style-type: none"> <li><input type="checkbox"/> Master</li> <li><input type="checkbox"/> Journeyman</li> <li><input type="checkbox"/> Residential Wireman</li> </ul> |
|--|---|

State License Number: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

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

Type of Business: \_\_\_\_\_

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

Email Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Business Fax: \_\_\_\_\_ Other Phone: \_\_\_\_\_

Project Name/Description of Work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
License Holder's Signature

\_\_\_\_\_  
Date

A. District Facility Charges: Prior to any connection being made to the systems, the following District Facility Charges will be imposed to all District customers, except for public school district customers or other governmental units, as determined by the District Representative, prior to any connection being made to the System.

1. Connection Charges:

<u>Meter Size</u>	<u>Water &amp; Irrigation Only</u>	<u>Sewer</u>	<u>Total Water &amp; Sewer Only</u>
5/8" & *3/4"	\$2,002.00	\$1,580.00	\$3,582.00
1"	\$3,403.40	\$2,686.00	\$6,089.40
1 1/2"	\$6,606.60	\$5,214.00	\$11,820.60
2"	\$13,413.40	\$10,586.00	\$23,999.40
3"	\$32,032.00	\$25,280.00	\$57,312.00
4"	\$56,056.00	\$44,240.00	\$100,296.00
6"	\$122,722.60	\$96,854.00	\$219,576.60
8"	\$213,613.40	\$168,586.00	\$382,199.40
10"	\$333,733.40	\$263,386.00	\$597,119.40

\*The 3/4" meter size is authorized for residential lots less than 6,000 square feet and commercial uses only.

2. Building Services Fees:

Building Permit

\$1.00 - \$1,000	\$40.00
\$1,001 - \$2,000	\$40.00 for the first \$1,000 plus \$2.00 for each additional \$100 or fraction thereof, up to and including \$2,000
\$2,001 - \$25,000	\$75.00 for the first \$2,000 plus \$6.00 for each additional \$1,000 or fraction thereof, up to and including \$25,000
\$25,000 - \$50,000	\$303.00 for the first \$25,000 plus \$5.00 for each additional \$1,000 or fraction thereof, up to and including \$50,000
\$50,000 - \$100,000	\$453.00 for first \$50,000 plus \$3.00 for each additional \$1,000 or fraction thereof, up to and including \$100,000
\$100,000 and Up	\$625.00 for the first \$100,000, plus \$2.00 for each additional \$1,000 or fraction thereof.

Electrical Permit

\$.022 per square foot of floor area, (minimum \$55.00)

Mechanical Permit

\$.022 per square foot of floor area, (minimum \$55.00)

Plumbing Permit

\$.022 per square foot of floor area, (minimum \$55.00)

Sign Permit Fee

Permit Fee Schedule Based on total sign area:

0 – 50/sq ft	=	\$	38.75
51-100/sq ft	-	\$	48.50
101-200/sq ft	-	\$	68.00
201-300/sq ft	-	\$	87.25
301-400/sq ft	-	\$	106.50
401-500/sq ft	-	\$	135.50

Plan Review

Fifty percent (50%) of the Building Permit charge: additional plan review \$50.00 per hour (minimum of one (1) hour)

Miscellaneous Permit – one trade only (minimum \$40)

Based on total valuation of construction, and charges are the same as for building permits.

Demolition Permit (minimum \$50)

Based on total valuation of work performed

Retaining Walls, Columns, and Wrought Iron Fence Permits (minimum \$50)

Based on total valuation of work performed

Pool Permit (minimum \$100)

Based on total valuation of work performed plus plan review fee

Irrigation Permit

Residential	-	\$ 80.00
Commercial	-	Based on value; \$125 minimum fee

Utility Right-Of-Way Permit

Without franchise agreement	-	\$250.00
With franchise agreement	-	No cost

Temporary Sales/Construction Trailer

Flat rate	-	\$ 75.00
-----------	---	----------

Commercial Site Plan

Permit/plan review	-	\$500.00 plus \$15.00/acre, payable upon submittal
Inspection fee	-	2% of the value of construction

Environmental Maintenance Fee

\$500.00 per Single family residential lot

\$1,000.00 per acre, or fraction thereof, of Commercial lot (\$1,000 minimum charge)

Sidewalk Connectivity Fee

Upon the issuance of a new construction permit, a fee shall be paid and held in escrow by District 1-A, to be utilized for future pedestrian hike and bike trail connectivity projects.

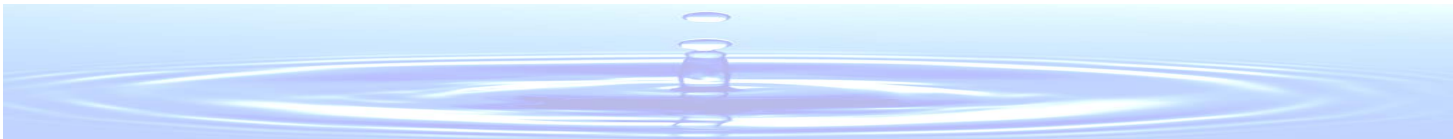
\$300.00 per single family residential lot

\$800.00 per acre or fraction thereof, of a commercial site (\$800.00 minimum charge).

Miscellaneous Inspection Charges

\*Inspections outside normal business hours - \$50.00/hour (minimum two (2) hours).

\*Charge for re-inspection of same item - \$50.00 first re-inspection; \$100.00 second re-inspection; \$200.00 third and subsequent re-inspections.



<b>Building Permit Application</b>	JOB NO: (OFFICE USE ONLY)
	PERMIT NO: (OFFICE USE ONLY)

Date:	Type of Permit: <input type="checkbox"/> Commercial <input type="checkbox"/> Residential	Street Address of Property Being Permitted:			
Description of Work:		Lewisville	Texas		
		<b>Total Value of Project Type:</b>			
		Square Feet:	Acres:		
Lot:	Block:	Subdivision Name: <b>Castle Hills</b>	Owner / Tenant Sales Tax ID Number (if applicable)		
Owner / Tenant Name:		Owner / Tenant Email Address:		<b>Water Meter:</b>	
				Qty:	Size:
Owner / Tenant Main Business Address:		Owner / Tenant Main Business Phone:		<b>Irrigation Meter:</b>	
				Qty:	Size:

Please indicate ALL types of work that will be part of this project by checking the appropriate box and provide contractor and/or subcontractor information on the back of this (or the attached) form.

<input type="checkbox"/> BUILDING	<input type="checkbox"/> PLUMBING	<input type="checkbox"/> RETAIN WALL	<input type="checkbox"/> LANDSCAPE	<input type="checkbox"/> SWIM POOL	<input type="checkbox"/> FIRE SPRINKLER
<input type="checkbox"/> ELECTRICAL	<input type="checkbox"/> DR APPROACH	<input type="checkbox"/> COLUMN	<input type="checkbox"/> BACKFLOW	<input type="checkbox"/> SIGN	<input type="checkbox"/> OTHER: _____
<input type="checkbox"/> MECHANICAL	<input type="checkbox"/> FLATWORK	<input type="checkbox"/> FENCE	<input type="checkbox"/> IRRIGATION	<input type="checkbox"/> FIRE ALARM	<input type="checkbox"/> OTHER: _____

**By signing below, I certify that I am the owner of the above property or his/her duly authorized agent and permission is hereby granted to enter such premises and make any inspections. I hereby agree that if a permit is issued all provisions of Denton County Fresh Water Supply District 1-A rules, State and/or Federal laws will be complied with, whether herein specified or not. I further agree to comply with all property restrictions.**

Applicant's Name: (Please Print)	Applicant's Signature:	Phone:
Project Contact Person: (If different from applicant. Please Print)	Applicant's Signature:	Phone:

Comments:


**TO SCHEDULE NEXT DAY INSPECTIONS PLEASE CALL OR EMAIL BY 4PM  
INSPECTION LINE-972-899-4020, EMAIL: INSPECTIONS@DENTONCOUNTYFWS.COM**

<b>GENERAL CONTRACTOR</b>					
NAME	CONTRACTOR REG NO	COMPANY NAME			
ADDRESS	CITY	STATE	ZIP CODE	PHONE NO	FAX NO
DESCRIPTION OF WORK					
<b>ELECTRICAL CONTRACTOR</b>					
NAME	CONTRACTOR REG NO	COMPANY NAME			
ADDRESS	CITY	STATE	ZIP CODE	PHONE NO	FAX NO
DESCRIPTION OF WORK					
<b>MECHANICAL CONTRACTOR</b>					
NAME	CONTRACTOR REG NO	COMPANY NAME			
ADDRESS	CITY	STATE	ZIP CODE	PHONE NO	FAX NO
DESCRIPTION OF WORK					
<b>PLUMBING CONTRACTOR</b>					
NAME	CONTRACTOR REG NO	COMPANY NAME			
ADDRESS	CITY	STATE	ZIP CODE	PHONE NO	FAX NO
DESCRIPTION OF WORK					
<b>OTHER CONTRACTOR</b>					
NAME	CONTRACTOR REG NO	COMPANY NAME			
ADDRESS	CITY	STATE	ZIP CODE	PHONE NO	FAX NO
DESCRIPTION OF WORK					
<b>OTHER CONTRACTOR</b>					
NAME	CONTRACTOR REG NO	COMPANY NAME			
ADDRESS	CITY	STATE	ZIP CODE	PHONE NO	FAX NO
DESCRIPTION OF WORK					
<b>OTHER CONTRACTOR</b>					
NAME	CONTRACTOR REG NO	COMPANY NAME			
ADDRESS	CITY	STATE	ZIP CODE	PHONE NO	FAX NO
DESCRIPTION OF WORK					
<b>CONTRACTOR COMMENTS</b>					

# Denton County Fresh Water Supply District 1-A

# Commercial Architectural Plan Submittal Packet

The following items are required to be submitted in the commercial architectural permit application package:

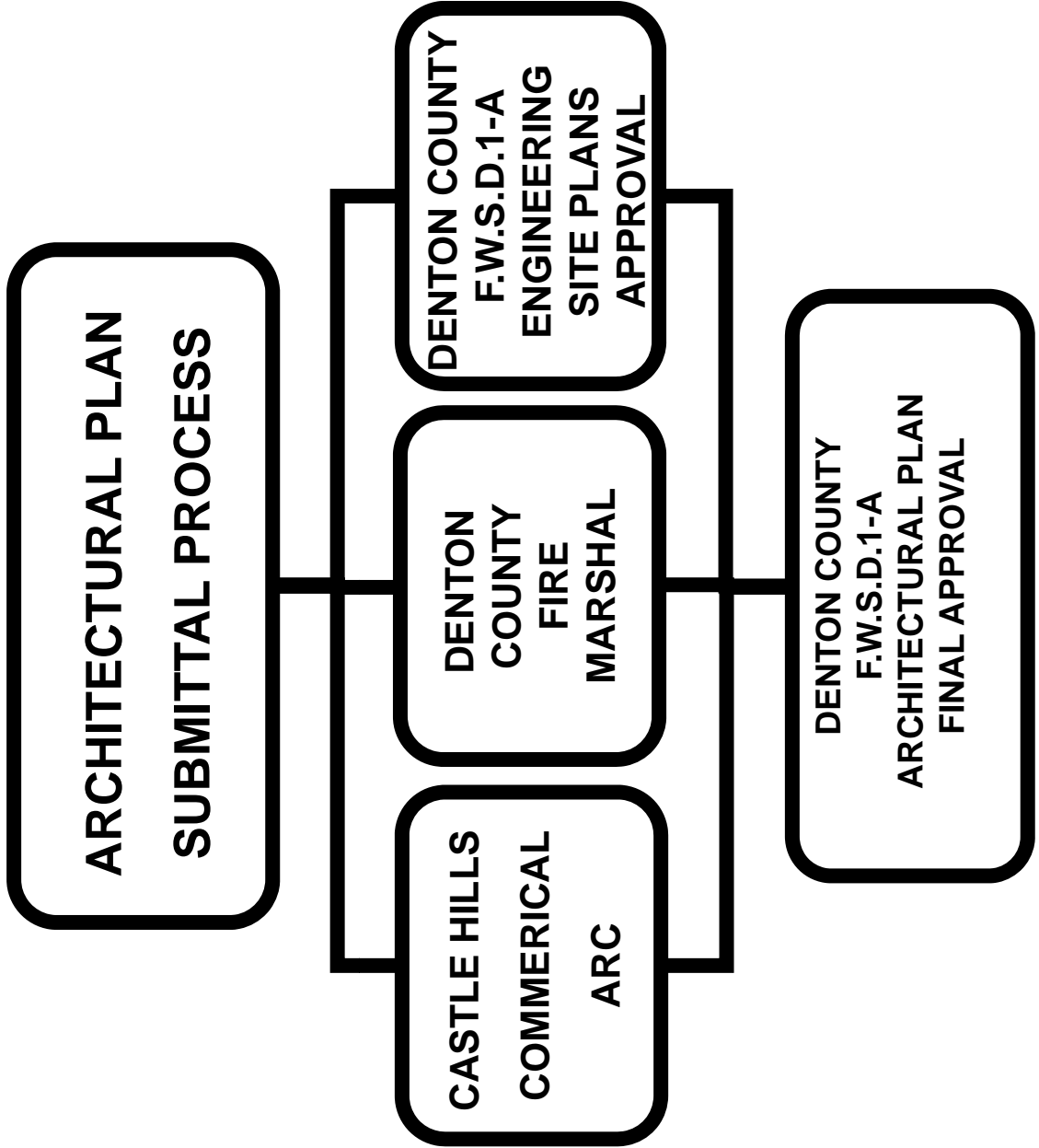
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4. [City of Lewisville](#) Plat approval - Prior to permit issuance - Contact (972) 219-3470. Check the City of Lewisville's website at [www.cityoflewisville.com](http://www.cityoflewisville.com);
5. [Current Energy Compliance](#) certificate - Check the U.S. Department of Energy's website at [www.energycodes.gov/software.stm](http://www.energycodes.gov/software.stm);
6. Final site plan approval by [Denton County F.W.S.D. 1-A](#) and staff Engineer required;
7. Current certificate of Liability Insurance;
8. [Registration of all Contractors](#) - Prior to permit issuance;
9. Water meter requirements - Noted on permit application and plans;
10. [TAS Registration](#) letter - Check the Texas Department of Licensing and Regulation's website at [www.tdlr.state.tx.us/ab/abtas.htm](http://www.tdlr.state.tx.us/ab/abtas.htm);
11. Foundation engineering letter - 2 copies (signed and sealed by Texas registered engineer); and
12. Architectural / construction plans - 2 copies.

**PLEASE ALLOW 15 WORKING DAYS FOR PLAN REVIEW FOR INITIAL SUBMITTAL AND 10 DAYS FOR EACH SUBSEQUENT SUBMITTAL. THE CONTACT PERSON LISTED ON THE PERMIT APPLICATION WILL BE CALLED WHEN THE PERMIT IS READY. PERMIT FEE IS TO BE PAID IN FULL AT THAT TIME.**

# DENTON COUNTY FRESH WATER SUPPLY DISTRICT 1-A

## COMMERCIAL ARCHITECTURAL SUBMITTAL

### PROCESS FLOW CHART



### DENTON COUNTY

### F.W.S.D.1-A

### REQUIREMENTS FOR PERMIT REVIEW

1. ARC APPROVAL LETTER
2. DENTON COUNTY FIRE MARSHAL APPROVAL LETTER
3. 3 COPIES OF ARCHITECTURAL PLANS
4. T.A.S. RESISTRATION LETTER
5. CURRENT CERTIFICATE OF LIABILITY INSURANCE
6. REGISTRATION OF ALL CONTRACTORS
7. FOUNDATION PLANS SIGNED AND SEALED BY A TEXAS REGISTERED ENGINEER
8. CURRENT ENERGY COMPLIANCE CERTIFICATE
9. PLAT AND ENGINEERING SITE PLAN MUST BE APPROVED BY THE DISTRICT AND ENGINEER

## **1. Introduction and Philosophy**

Castle Hills Property Company (CHPC) communities are constantly evolving due to changing consumer expectations and public regulations. Typically, this evolution reflects changing market and regulatory conditions. Thus, it is important that each CHPC community have an overall set of policies and standards to provide a framework for dealing with these changes. In an *effort* to protect and enhance property values by encouraging and guiding compatibility of size, building, and signage design in new and existing development, CHPC has created these Commercial Development Guidelines.

These Guidelines are designed to serve as a key mechanism by which CHPC communities guide their commercial development. They give landowners considerable flexibility in developing their property as long as their projects conform to certain criteria designed to protect the integrity and value of the community. The basic purpose of these Guidelines is to encourage quality design and character while mitigating undesirable impacts.

*The Commercial Development Guidelines are not intended to be an absolute design regulation nor presume to predict all possible site specific conditions.*

### **A. General Commercial Information**

CHPC's commercial development classifications were established as a control mechanism. Commercial classification uses are defined as follows:

**i. Retail and Commercial:**

Free-standing retail, retail shopping centers, service stations, cinemas, hotels, restaurants, banks, entertainment facilities, research and development facilities, service/distribution centers, showrooms, auto dealerships, and related retail uses.

**ii. Office:**

Professional *office* building, freestanding or campus style.

**iii. Institutional:**

School and church sites, day care facilities, library, hospital, government, community buildings, etc.

**iv. Multi-Family Residential Attached Units:**

Multi-family residential development including apartments, townhouses and patio homes of medium (5 to 18 units per net acre) and high density (18 or more units per net acre).

### **B. Architectural Review**

To insure the integrity of the development concepts defined in these Guidelines and in accordance with applicable declarations, the following activities must be reviewed and approved by the appropriate Architectural Review Committee (ARC) prior to commencement:

- i. Clearing
- ii. Demolition
- iii. New construction
- iv. Signage (temporary and permanent)

This document provides general development guidelines to property owners in Castle Hills Property Company communities. However, the ARC will apply flexibility and latitude in its approval and disapproval of plans and specification. This flexibility can allow the ARC to accommodate an individual project master plan objective. It is the responsibility of the builder/developer to provide substantiating information to the ARC on all special conditions or circumstances regarding a deviation from these guidelines.

It is the responsibility of the builder/developer to become thoroughly familiar with these Guidelines and to raise questions of interpretation at the earliest possible time.

### **C. Approval Procedures**

The Architectural Review Committee (ARC) approval consists of a two-step process: Preliminary Plan Approval and Final Construction Plan Approval. A pre-planning discussion with the ARC is recommended to highlight any specific sensitivity that may exist. The approval process may include referral to a qualified outside consultant.

Following review by the ARC at Step 1 and Step 2, a summary letter stating the results of the review will be mailed to the builder/developer within thirty (30) days of the submittal. The ARC will endeavor to expedite the review and response process.

**Step 1: Preliminary Plan:** The builder/developer is required to submit the following preliminary information when available:

- i. Floor plans;
- ii. Exterior building elevations;
- iii. Site plan;
- iv. Site size (acreage);
- v. Existing improvements on site (utilities, fencing);
- vi. Percentage of site devoted to open space;

- vii. Existing vegetation locations within proposed setbacks or reserves that may be impacted by land use, driveway or services access parking lots, or medium cuts;**
- viii. Building(s) location and size (square footage);**
- ix. Building and parking setbacks/dimensions;**
- x. Parking lot(s) configuration, ratio and capacity;**
- xi. Service area(s), trash receptacle, and mechanical equipment locations (with screening method);**
- xii. Proposed fencing and/or screening walls; and**
- xiii. Satellite/antenna dish location (with screening method) proposed signage location(s).**

**A note outlining the builder/developer's understanding of maintenance and irrigation boundaries for the site where the site adjoins an existing maintained landscape setback.**

**Plans should be drawn in a format typically produced by a registered professional architect. The builder/developer may wish to submit a rendering or sketch of exterior building appearance as a supplement to this submittal.**

**ARC approval of preliminary plans does not constitute ARC acceptance of the final construction drawings or approval to begin construction. All information required in Step 2: Final Construction Plan Review must be submitted and approved, in writing, prior to any construction. The ARC may convene and act on special occasions in an effort to accommodate unusual situations where justified. These procedures are part of the overall effort to insure that an acceptable quality level is attained without the necessity of imposing undue, cumbersome regulations.**

**Step 2: Final Construction Plan Review: Upon completion and approval of Preliminary Plans (Step 1) the builder/developer may submit Final Construction Plans (Step 2). The submittal should include the following:**

- i. Site Plan;**
- ii. Utility layouts on site (approval(s) by appropriate agencies required);**
- iii. Landscape plans and tree preservation plan;**
- iv. Exterior lighting plans (including photo meters details);**
- v. Signage plans and elevation(s) (temporary and permanent locations);**
- vi. Architectural elevations (all sides); and**

**vii. Exterior material and color samples.**

Additionally, the Owner's construction contact and field superintendent's name and telephone number must be provided to the ARC.

It is recommended that the builder/developer engage a registered professional architect, landscape architect, and engineer for the preparation of the project plans, specifications, and construction administration services.

All components of the building and site design must adhere to the local codes having jurisdiction and the Lewisville 1996 (GDO) General Development Ordinance (SEE <http://www.dentoncountyfwsd.com>), Exhibit "B", and specific variances to the 1996 GDO, Exhibit "C". The builder/developer is responsible for obtaining all local county Flood Control and Utility District approvals. The builder/developer will also be responsible for determining the nature of restrictions associated with pipeline or utility easements which may be located on the site. The ARC will not be responsible for the interpretation of any building codes or ordinances. ARC approval does not release the builder/developer from the responsibility of compliance with all codes, ordinances, or regulations; in effect, the builder/developer is required to comply with the Denton County Fresh Water Supply District 1-A building criteria, Exhibit "A" (SEE <http://www.dentoncountyfwsd.com>).

The builder/developer is responsible for abiding by all Non-Point Discharge Elimination System (NPDES) regulations as promulgated by EPA in September 1992.

**D. Variances**

The ARC will consider the potential negative impact and precedent that may be set within the community regarding a variance request. Variances may be granted in situations where the builder/developer can fully satisfy the ARC that adherence to the guidelines:

- i. Presents a significant hardship to the project;**
- ii. An alternative approach, which exceeds the intent of these Guidelines is preferable; and/or**
  - a. the Guidelines do not adequately address a specific condition;**
  - b. a precedent within close proximity to the site has previously been set; and/or**
  - c. the variance does not set a negative precedent within the community.**

The builder/developer should not plan or design any portion of a project on the assumption of receiving a variance to these guidelines. It is suggested that the builder/developer contact the ARC immediately, should the adherence to the Guidelines propose a potential problem or as questions arise regarding the interpretation of these guidelines. Further, the ARC shall not be responsible for any re-design caused by the builder/developer as a result of misinterpretations of the Guidelines.

Three sets of architectural plans shall be submitted with the permit application and the energy certification. Plans for any structure of 5,000 square feet or more shall be prepared, signed, and sealed by architects and engineers, licensed and registered by the State of Texas. This shall include an architectural site plan, sheet index, architectural plans, structural plans, and electrical, mechanical, and plumbing plans. Tenant finish plans for shell construction finish-out will be required.

Separate plan submittal is required to the Denton County Fire Marshall for fire prevention system/s after approval of the 3<sup>rd</sup> party fire prevention professionals.

Separate plan submittal and permit application is required for sign and/or fence installations.

Separate plan submittal, by a state-licensed irrigator, is required for all irrigation systems.

### **GUIDELINES FOR PREPARING ARCHITECTURAL PLANS**

Plans shall include, but not be limited to the following:

1. The plans for any structure containing five thousand (5,000) square feet or more shall be prepared, signed, and sealed by architects and engineers licensed and registered by the State of Texas.
2. Architectural Site Plan and Sheet Index:
  - A. Location map;
  - B. Legal description of property and number of acres;
  - C. Parking and fire lane layout, including handicapped parking spaces;
  - D. Project analysis (Example attached);
  - E. Code analysis (Example attached);
  - F. Energy code analysis;
  - G. Name of project and owner's name;
  - H. Name, address, and telephone number of contact person; and
  - I. Building footprint and setback lines.
3. Architectural:
  - A. Floor plan;
  - B. Room finish schedule;
  - C. Building elevations and sections with required brick or masonry calculations;
  - D. Wall sections and plan details;
  - E. Window and door schedule and details;
  - F. Toilet plans and details;
  - G. Room elevation and miscellaneous details;
  - H. Reflected ceiling plan;
  - I. Roof plan and roof details; and
  - J. T.A.S. submittal confirmation.

4. Structural:
  - A. Foundation notes and typical details;
  - B. Foundation plan;
  - C. Slab plan;
  - D. Grade beam schedule and details;
  - E. Foundation sections and details;
  - F. Roof framing plan;
  - G. Steel notes and framing sections;
  - H. Framing sections and details; and
  - I. Column schedule and details.
  
5. Electrical, Mechanical, and Plumbing:
  - A. Mechanical plan;
  - B. Schedule and details;
  - C. Plumbing plan;
  - D. Riser diagrams;
  - E. Schedule and details;
  - F. Lighting plan;
  - G. Power plan;
  - H. Risers, diagrams, and schedules; and
  - I. Life safety and security system.

Please find below a listing of the required inspections that are to be made on commercial projects prior to requesting building finals or a Certificate of Occupancy.

1. Temporary Pole;
2. Plumbing Rough;
3. Sewer Line;
4. Foundation (Form Survey Required in Building Inspection Office **Prior to Request of Inspection**);
5. Framing/Brick Ties (Walls May Be One Sided with Sheetrock);
6. Electrical Rough and Ceiling Inspection;
7. A/C Duct Rough;
8. Plumbing Top Out;
9. Gas;
10. Sheetrock Inspection (Fire Walls Only);
11. Electric Meter Release Inspection;
12. Electric Final;
13. Plumbing Final;
14. A/C Final;
15. Interceptor and/or Double Check Valve Assembly;
16. All trees and landscaping have to be installed prior to requesting a Certificate of Occupancy; and
17. Building Final and/or Certificate of Occupancy.

Also needed, in addition to the required inspections, prior to a Certificate of Occupancy inspection on new construction:

- Two (2) Sets of Blue-line Architectural As-Builts (No Red-Line Copies!);
- One (1) CD of the Blue-line Architectural As-Builts in PDF format;
- 3<sup>rd</sup> Party Energy Code Inspection Reports;
- 3<sup>rd</sup> Party Fire Prevention Systems Reports;
- Any Other Special Inspectors Final Report; and
- Any fees, fines or other invoices must be paid in full.

**INSPECTIONS WILL BE DONE THE NEXT WORKING DAY AFTER REQUESTED.**

## **DENTON COUNTY FRESH WATER SUPPLY DISTRICT 1-A COMMERCIAL CONTRACTOR INFORMATION**

1. All registrations require General Liability Insurance.
2. All foundation forms must be certified, in writing, by a registered surveyor as to setback and finished floor elevations before inspection is made or any concrete is poured. **The certification must post-date the plumbing underground approval.**
3. Architectural site plans must be submitted with the three sets of architectural plans.
4. Approved double check valves and inspection ports are required on all new water and sewer installations for commercial projects. An inspection is required, also an initial inspection and an annual double check valve assembly inspection is required from a registered backflow tester. The tester must register with the District.
5. Electrical service conductor installations must be underground.
6. Any lots with drainage culverts must have those culverts and ditches certified by a registered surveyor before a Certificate of Occupancy may be issued.
7. On commercial building projects, two (2) sets of as-built drawings and one (1) CD of as-built drawings (PDF format) must be submitted to the District before the Certificate of Occupancy may be issued. These must be reproducible blue-line drawings – no red-lines.
8. A special inspector's (fire and energy) final report is required prior to Certificate of Occupancy.
9. A separate permit is required for all temporary construction trailers (no other temporary buildings are allowed).

**All registrations require General Liability Insurance**

Requirements for **Electrical** registration:

1. Copy of Electrician's Current Master's License;
2. Copy of Electrician's Texas Driver's License;
3. Annual \$75.00 registration fee is required for Master, Journeyman, and Residential Wireman; and
4. Completed registration form.

***\*District Regulation: A licensed residential wireman, journeyman, or master electrician, registered with the District, shall be on the premises of each permitted address at all times when electrical work is being installed.***

Requirements for **Mechanical** registration:

1. Copy of Contractor's Texas License;
2. Copy of Contractor's Texas Driver's License;
3. Annual \$75.00 registration fee is required; and
4. Completed registration form.

Requirements for **Plumbing** registration:

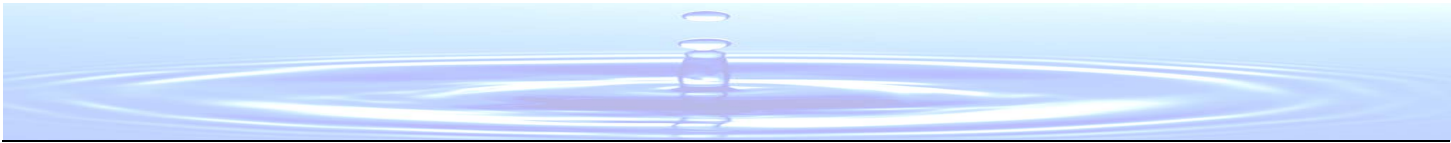
1. Copy of Plumber's Texas Master's Plumbing License;
2. Copy of Plumber's Texas Driver's License;
3. No fee required; and
4. Completed registration form.

Requirements for **Backflow-Irrigation** registration:

1. Copy of Backflow &/or Irrigation Texas License;
2. Copy of Backflow &/or Irrigation Texas Driver's License;
3. Annual \$75.00 backflow registration fee is required;
4. Annual \$75.00 irrigation registration fee is required; and
5. Completed registration form.

Registration requirements for **General Contractor** registration:

1. Copy of General Contractor's Texas Driver's License;
2. Annual \$75.00 registration fee is required; and
3. Completed registration form.



## Contractor Registration Application

### Requirements

Please note that All document text and photos must be clearly visible and legible to be accepted.

1. Valid driver's license or state issued ID card;
2. Valid state required license;
3. Certificate of insurance;
4. This completed form; and
5. Annual registration fee of \$75.00 (see accepted payment methods below):
  - **EXACT CASH** - no change can be given;
  - **CHECK** - made out to DCFWSD 1-A; or
  - **CREDIT CARD** - \*Visa, Discover, or Master Card only.  
\*\$3.00 transaction fee required for all credit card payments

### Registration Type (check appropriate box):

- |  |  |
|--|--|
| <input type="checkbox"/> General Contractor<br><input type="checkbox"/> Mechanical<br><input type="checkbox"/> Plumbing<br><input type="checkbox"/> Irrigator<br><input type="checkbox"/> Backflow | <input type="checkbox"/> Electrical (select electrician type below):<br><input type="checkbox"/> Master<br><input type="checkbox"/> Journeyman<br><input type="checkbox"/> Residential Wireman |
|--|--|

State License Number: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

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

Type of Business: \_\_\_\_\_

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

Email Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Business Fax: \_\_\_\_\_ Other Phone: \_\_\_\_\_

Project Name/Description of Work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
License Holder's Signature

\_\_\_\_\_  
Date

A. District Facility Charges: Prior to any connection being made to the systems, the following District Facility Charges will be imposed to all District customers, except for public school district customers or other governmental units, as determined by the District Representative, prior to any connection being made to the System.

1. Connection Charges:

<u>Meter Size</u>	<u>Water &amp; Irrigation Only</u>	<u>Sewer</u>	<u>Total Water &amp; Sewer Only</u>
5/8" & *3/4"	\$2,002.00	\$1,580.00	\$3,582.00
1"	\$3,403.40	\$2,686.00	\$6,089.40
1 1/2"	\$6,606.60	\$5,214.00	\$11,820.60
2"	\$13,413.40	\$10,586.00	\$23,999.40
3"	\$32,032.00	\$25,280.00	\$57,312.00
4"	\$56,056.00	\$44,240.00	\$100,296.00
6"	\$122,722.60	\$96,854.00	\$219,576.60
8"	\$213,613.40	\$168,586.00	\$382,199.40
10"	\$333,733.40	\$263,386.00	\$597,119.40

\*The 3/4" meter size is authorized for residential lots less than 6,000 square feet and commercial uses only.

2. Building Services Fees:

Building Permit

\$1.00 - \$1,000	\$40.00
\$1,001 - \$2,000	\$40.00 for the first \$1,000 plus \$2.00 for each additional \$100 or fraction thereof, up to and including \$2,000
\$2,001 - \$25,000	\$75.00 for the first \$2,000 plus \$6.00 for each additional \$1,000 or fraction thereof, up to and including \$25,000
\$25,000 - \$50,000	\$303.00 for the first \$25,000 plus \$5.00 for each additional \$1,000 or fraction thereof, up to and including \$50,000
\$50,000 - \$100,000	\$453.00 for first \$50,000 plus \$3.00 for each additional \$1,000 or fraction thereof, up to and including \$100,000
\$100,000 and Up	\$625.00 for the first \$100,000, plus \$2.00 for each additional \$1,000 or fraction thereof.

Electrical Permit

\$.022 per square foot of floor area, (minimum \$55.00)

Mechanical Permit

\$.022 per square foot of floor area, (minimum \$55.00)

Plumbing Permit

\$.022 per square foot of floor area, (minimum \$55.00)

Sign Permit Fee

Permit Fee Schedule Based on total sign area:

0 – 50/sq ft	=	\$	38.75
51-100/sq ft	-	\$	48.50
101-200/sq ft	-	\$	68.00
201-300/sq ft	-	\$	87.25
301-400/sq ft	-	\$	106.50
401-500/sq ft	-	\$	135.50

Plan Review

Fifty percent (50%) of the Building Permit charge: additional plan review \$50.00 per hour (minimum of one (1) hour)

Miscellaneous Permit – one trade only (minimum \$40)

Based on total valuation of construction, and charges are the same as for building permits.

Demolition Permit (minimum \$50)

Based on total valuation of work performed

Retaining Walls, Columns, and Wrought Iron Fence Permits (minimum \$50)

Based on total valuation of work performed

Pool Permit (minimum \$100)

Based on total valuation of work performed plus plan review fee

Irrigation Permit

Residential	-	\$ 80.00
Commercial	-	Based on value; \$125 minimum fee

Utility Right-Of-Way Permit

Without franchise agreement	-	\$250.00
With franchise agreement	-	No cost

Temporary Sales/Construction Trailer

Flat rate	-	\$ 75.00
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Commercial Site Plan

Permit/plan review	-	\$500.00 plus \$15.00/acre, payable upon submittal
Inspection fee	-	2% of the value of construction

Environmental Maintenance Fee

\$500.00 per Single family residential lot

\$1,000.00 per acre, or fraction thereof, of Commercial lot (\$1,000 minimum charge)

Sidewalk Connectivity Fee

Upon the issuance of a new construction permit, a fee shall be paid and held in escrow by District 1-A, to be utilized for future pedestrian hike and bike trail connectivity projects.

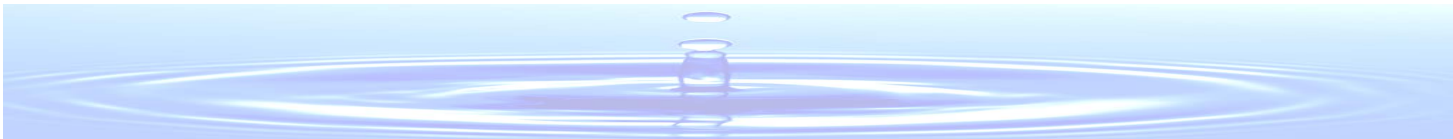
\$300.00 per single family residential lot

\$800.00 per acre or fraction thereof, of a commercial site (\$800.00 minimum charge).

Miscellaneous Inspection Charges

\*Inspections outside normal business hours - \$50.00/hour (minimum two (2) hours).

\*Charge for re-inspection of same item - \$50.00 first re-inspection; \$100.00 second re-inspection; \$200.00 third and subsequent re-inspections.



<b>Building Permit Application</b>	JOB NO: (OFFICE USE ONLY)
	PERMIT NO: (OFFICE USE ONLY)

Date:	Type of Permit: <input type="checkbox"/> Commercial <input type="checkbox"/> Residential	Street Address of Property Being Permitted:
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Description of Work:	Lewisville	Texas	75056
<b>Total Value of Project Type:</b>			
Square Feet:		Acres:	

Lot:	Block:	Subdivision Name: <b>Castle Hills</b>	Owner / Tenant Sales Tax ID Number (if applicable)
------	--------	--	--

Owner / Tenant Name:	Owner / Tenant Email Address:	<b>Water Meter:</b>
		Qty:      Size:

Owner / Tenant Main Business Address:	Owner / Tenant Main Business Phone:	<b>Irrigation Meter:</b>
		Qty:      Size:

Please indicate ALL types of work that will be part of this project by checking the appropriate box and provide contractor and/or subcontractor information on the back of this (or the attached) form.

<input type="checkbox"/> BUILDING	<input type="checkbox"/> PLUMBING	<input type="checkbox"/> RETAIN WALL	<input type="checkbox"/> LANDSCAPE	<input type="checkbox"/> SWIM POOL	<input type="checkbox"/> FIRE SPRINKLER
<input type="checkbox"/> ELECTRICAL	<input type="checkbox"/> DR APPROACH	<input type="checkbox"/> COLUMN	<input type="checkbox"/> BACKFLOW	<input type="checkbox"/> SIGN	<input type="checkbox"/> OTHER: _____
<input type="checkbox"/> MECHANICAL	<input type="checkbox"/> FLATWORK	<input type="checkbox"/> FENCE	<input type="checkbox"/> IRRIGATION	<input type="checkbox"/> FIRE ALARM	<input type="checkbox"/> OTHER: _____

**By signing below, I certify that I am the owner of the above property or his/her duly authorized agent and permission is hereby granted to enter such premises and make any inspections. I hereby agree that if a permit is issued all provisions of Denton County Fresh Water Supply District 1-A rules, State and/or Federal laws will be complied with, whether herein specified or not. I further agree to comply with all property restrictions.**

Applicant's Name: (Please Print)	Applicant's Signature:	Phone:

Project Contact Person: (If different from applicant. Please Print)	Applicant's Signature:	Phone:

Comments:


**TO SCHEDULE NEXT DAY INSPECTIONS PLEASE CALL OR EMAIL BY 4PM  
INSPECTION LINE-972-899-4020, EMAIL: INSPECTIONS@DENTONCOUNTYFWS.COM**

<b>GENERAL CONTRACTOR</b>					
NAME	CONTRACTOR REG NO	COMPANY NAME			
ADDRESS	CITY	STATE	ZIP CODE	PHONE NO	FAX NO
DESCRIPTION OF WORK					
<b>ELECTRICAL CONTRACTOR</b>					
NAME	CONTRACTOR REG NO	COMPANY NAME			
ADDRESS	CITY	STATE	ZIP CODE	PHONE NO	FAX NO
DESCRIPTION OF WORK					
<b>MECHANICAL CONTRACTOR</b>					
NAME	CONTRACTOR REG NO	COMPANY NAME			
ADDRESS	CITY	STATE	ZIP CODE	PHONE NO	FAX NO
DESCRIPTION OF WORK					
<b>PLUMBING CONTRACTOR</b>					
NAME	CONTRACTOR REG NO	COMPANY NAME			
ADDRESS	CITY	STATE	ZIP CODE	PHONE NO	FAX NO
DESCRIPTION OF WORK					
<b>OTHER CONTRACTOR</b>					
NAME	CONTRACTOR REG NO	COMPANY NAME			
ADDRESS	CITY	STATE	ZIP CODE	PHONE NO	FAX NO
DESCRIPTION OF WORK					
<b>OTHER CONTRACTOR</b>					
NAME	CONTRACTOR REG NO	COMPANY NAME			
ADDRESS	CITY	STATE	ZIP CODE	PHONE NO	FAX NO
DESCRIPTION OF WORK					
<b>OTHER CONTRACTOR</b>					
NAME	CONTRACTOR REG NO	COMPANY NAME			
ADDRESS	CITY	STATE	ZIP CODE	PHONE NO	FAX NO
DESCRIPTION OF WORK					
<b>CONTRACTOR COMMENTS</b>					



*City of*

**LEWISVILLE**

*Texas*

The Zoning Regulations and Districts as herein established have been made in accordance with a Comprehensive Plan for the purpose of promoting the health, safety, morals and general welfare of the City. They have been designed to lessen the congestion in the street; to secure safety from fire, panic and other dangers; to provide adequate light and air; to prevent the overcrowding of land, to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewage, schools, parks and other public requirements. They have been made with reasonable consideration among other things, for the character of the district, and its peculiar suitability for the particular uses specified; and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City consistent with a Comprehensive Plan.

Sec. 17-23 "LI" Light Industrial District

Sec. 17-19. "OD" Office District

Sec. 17-21. "LC" Local Commercial District

Sec. 17-22. "GB" General Business District

DISCLAIMER: THE CONTENT MAY NOT BE ACCURATE, UP TO DATE, COMPLETE OR UNTAMPERED, AND IS NOT TO BE RELIED UPON.

Every precaution has been taken in the preparation of this documentation. The author assumes no responsibility for errors or omissions resulting from the information contained herein. Please check <http://www.cityoflewisville.com/index.aspx?page=650> for the latest information.

Sec. 17-23. "LI" Light Industrial District

(a) *Use.* Buildings and premises may be used for retail, wholesale, office and service uses and campus style light manufacturing and industrial uses provided there is no dust, fumes, gas, noxious odor, smoke, glare, or other atmospheric influence beyond the boundaries of the property on which such use is located, and which produces no noise exceeding in intensity at the boundary of the property the average intensity of noise of street traffic at that point, and no more than ten percent of the total lot is used for outside storage, and further provided that such use does not create fire or explosive hazards on adjacent property.

- (1) Any use permitted in districts "LC" and "GB" as regulated in said districts.
- (2) Apparel and other products assembled from finished textiles.
- (3) Bottling works.
- (4) Warehouse distribution facilities.
- (6) Airport/heliport (SUP required).
- (7) [Reserved.]
- (8) Auto repair shops including body shops (SUP required).
- (9) Church worship facilities.
- (10) Buildings and uses owned or operated by public governmental agencies.
- (11) Cemetery, mausoleum, crematorium and accessory uses (SUP required).
- (12) Cosmetic manufacturer.
- (13) Drugs and pharmaceutical products manufacturing.
- (14) Private utility plants or sub-stations (including alternative energy) (SUP required).
- (15) Electronic products manufacturing.
- (16) Fur good manufacture, but not including tanning or dyeing (SUP required).
- (17) Gas and oil drilling accessory uses (SUP required).
- (18) Glass products, from previously manufactured glass.
- (19) Heavy equipment-outdoor rental/sales/service (SUP required).
- (20) Household appliance products assembly and manufacture from prefabricated parts.
- (21) Industrial and manufacturing plants including the processing or assembling of parts for production of finished equipment.
- (22) Musical instruments assembly and manufacture.
- (23) Paint, shellac and varnish manufacture (SUP required).
- (24) Plastic products manufacture, but not including the processing of raw materials.
- (25) Racing facilities (SUP required).
- (26) Recreational vehicle (RV) park (private) (SUP required).
- (27) Self storage/mini-warehouse facility (SUP required).
- (28) Shooting range (indoor or outdoor) (SUP required).
- (29) Sporting and athletic equipment manufacture.
- (30) Testing and research laboratories.
- (31) Auction yard (vehicle) (SUP required).
- (32) Communication towers (SUP required).
- (33) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.

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(34) Accessory buildings and uses customarily incidental to any of the above uses, provided that such not be objectionable because of odor, smoke, noise, vibration or similar nuisance. Open storage shall be considered an accessory use but no more than ten percent of the platted lot may be used for outside storage, including access and maneuvering areas for moving the stored items.

(35) [Reserved.]

(36) Cemetery, columbarium, mausoleum and accessory uses (SUP required).

(37) Other uses similar to the above-listed uses are allowed by special use permit (SUP) only, except that the following uses are specifically prohibited:

- a. Acetylene gas manufacture or storage.
- b. Acid manufacture.
- c. Alcohol manufacture.
- d. Ammonia, bleaching powder or chlorine manufacture.
- e. Arsenal.
- f. Asphalt manufacture or refining.
- g. Blast furnace.
- h. Bag cleaning, unless clearly accessory to the manufacture of bags.
- i. Boiler works.
- j. Brick, tile, pottery or terra cotta manufacture other than the manufacture of handcraft or concrete products.
- k. Reserved.
- l. Celluloid manufacture or treatment.
- m. Cement, lime, gypsum, or Plaster of Paris manufacture.
- n. Central mixing plant for cement.
- o. Coke ovens.
- p. Cotton gins.
- q. Cottonseed oil manufacture.
- r. Creosote manufacture or treatment.
- s. Disinfectants manufacture.
- t. Distillation of bones, coal or wood.
- u. Dyestuff manufacture.
- v. Exterminator and insect poison manufacture.
- w. Emery cloth and sandpaper manufacture.
- x. Explosives or fireworks manufacture or storage.
- y. Fat rendering.
- z. Fertilizer manufacture.
- aa. Fish smoking and curing.
- bb. Forge plant.
- cc. Garbage, offal or dead animals reduction or dumping.
- dd. Gas manufacture or storage, for heating or illuminating purposes.
- ee. Glue, size or gelatine manufacture.
- ff. Hatchery.
- gg. Iron, steel, brass or copper foundry or fabrication plant.
- hh. Junk, iron or rag storage or baling.

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- ii. Match manufacture.
- jj. Lampblack manufacture.
- kk. Oilcloth or linoleum manufacture.
- ll. Oiled rubber goods manufacture.
- mm. Ore reduction.
- nn. Oil or turpentine manufacture.
- oo. Paper and pulp manufacture.
- pp. Petroleum or its products, refining or wholesale storage of.
- qq. Pickle manufacturing.
- rr. Planing mills.
- ss. Potash works.
- tt. Pyroxline manufacture.
- uu. Rock crusher.
- vv. Rolling mill.
- ww. Rubber or gutta-percha manufacture or treatment but not the making of articles out of rubber.
- xx. Sauerkraut manufacture.
- yy. Salt works.
- zz. Shoe polish manufacture.
- aaa. Smelting of tin, copper, zinc, or iron ores.
- bbb. Soap manufacture other than liquid soap.
- ccc. Soda and compound manufacture.
- ddd. Stock yard or slaughter of animals or fowls.
- eee. Stone mill or quarry.
- fff. Storage yard.
- ggg. Stove polish manufacture.
- hhh. Tallow grease or lard manufacture or refining from or of animal fat.
- iii. Tanning, curing or storage of raw hides or skins.
- jjj. Tar distillation or manufacture.
- kkk. Tar roofing or water-proofing manufacture.
- lll. Tobacco (chewing) manufacture or treatment.
- mmm. Vinegar manufacture.
- nnn. Wool pulling or scouring.
- ooo. Yeast plant.

(b) *Height.* No building shall exceed in height the width of the street on which it faces plus the depth of the front yard. In no event, however, shall the portion of a building located within 150 feet of any property zoned for residential purposes exceed the height allowed in that residential zoning district.

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(c) *Area.*

(1) *Size of yards.*

a. *Front yard.* There shall be a front yard having a minimum depth of 25 feet. No parking, storage or similar use shall be allowed in required front yards in district "LI", except that automobile parking (including automobile dealer display parking) will be permitted in such yards if separated by at least 25 feet from any residential district.

b. *Side yard.* A side yard of not less than 15 feet in width shall be provided on the side of a lot adjoining a side street. A side yard of not less than ten feet in width shall be provided on the side of a lot adjoining a residential district. The required side yard shall be waived when a screening device is installed in accordance with the city's general development ordinance. The building itself can serve as a portion of the screening device when that portion of the building exterior is constructed of the same materials as the screening device. No parking, storage or similar use shall be allowed in any required side yard or in any side street yard adjoining a residential district.

c. *Rear yard.* No rear yard is required except that a rear yard of not less than 50 feet in depth shall be provided upon that portion of a lot abutting or across a rear street from a residential district, except that such yard requirement shall not apply where the property in the residential district also backs up to the rear street. No parking, storage or similar use shall be allowed in required rear yards in district "LI" within 25 feet of the rear property line.

(2) *Reserved.*

(d) *Outside storage regulations.* In all zoning districts where outside storage yards are allowed, such storage yards shall be screened from view in accordance with the standards outlined in the city's general development ordinance. This provision applies to all outside storage which began after the original date of passage of this provision (April 4, 1994). Any variance request involving the requirements or standards relating to such required screening devices shall be considered by the city council in accordance with the city's general development ordinance. Areas which are used for infrequent and temporary storage for a period of 30 days or less per year shall not be deemed as "storage yards".

*(Ord. No. 3984-04-2013(Z), § 1, 4-1-13)*

Sec. 17-19. "OD" Office District

(a) *Use.*

- (1) Professional and administrative offices where only services are provided, no chattels or goods are offered for sale, and no outside storage is provided on the premises. This includes, but is not limited to, doctors, dentists, attorneys, architects, engineers, insurance, real estate, banks and similar offices.
- (2) Business or commercial schools and institutions of education.
- (3) Clinics, medical and dental.
- (4) Veterinarian or animal clinic, provided the use is operated within an enclosed structure and is not on a lot abutting a single-family zoned lot.
- (5) Day nurseries.
- (6) The incidental retail sale of food, beverages and other convenience items or services is permitted to the occupants, employees and guests, as long as these items are not advertised nor offered for sale to the general public.
- (7) Church worship facilities.
- (8) Buildings and uses owned or operated by public governmental agencies.
- (9) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
- (10) Accessory buildings and uses customarily incidental to any of the above uses, provided that such not be objectionable because of odor, smoke, dust noise, vibration or similar nuisance.
- (11) Private utility plants or sub-stations (including alternative energy) (SUP required).
- (12) Gas and oil drilling accessory uses (SUP required).
- (13) Cemetery, columbarium, mausoleum and accessory uses (SUP required).

(b) *Building and coverage regulations.*

- (1) *Building regulations.* The minimum floor area in "OD" office district shall be 1,000 square feet.
- (2) *Coverage regulations.* In no case shall any building or building complex cover more than 35 percent of the site area.

(c) *Height.* The maximum height for buildings shall be 50 feet. In no event, however, shall the portion of a building located within 150 feet of any property zoned for residential purposes exceed the height allowed in that residential zoning district.

(d) *Area.*

(1) *Size of yards.*

a. *Front yard.*

1. There shall be a minimum front yard having a depth of not less than 40 feet adjacent to any street with a right-of-way of 100 feet or more.
2. There shall be a minimum front yard having a depth of not less than 30 feet adjacent to any street with a right-of-way less than 100 feet.
3. Lots having double frontage, running through from one street to another, shall provide the required setback from both streets.

b. *Side yard.* There shall be a minimum side yard of ten feet on each side of the lot or tract on which any single building or building complex is constructed.

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c. *Rear yard.* No rear yard is required except, that a rear yard of not less than 25 feet in depth shall be provided upon that portion of a lot abutting or across a rear street from a residential district, except that such yard requirement shall not apply where the property in the residential district also backs up to the rear street. The required rear yard shall be waived when a screening device is installed in accordance with the city's general development ordinance. The building itself can serve as a portion of the screening device when that portion of the building exterior is constructed of the same materials as the screening device.

(2) *Reserved.*

(Ord. No. 3984-04-2013(Z), § 1, 4-1-13)

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Sec. 17-21. "LC" Local commercial district

- (a) *Use.* A building or premises shall be used only for indoor, neighborhood office, retail, and services which are primarily retail in nature, including, but not limited to:
- (1) Any use permitted in district "OD" as regulated in said district.
  - (2) Grocery stores.
  - (3) Barber and beauty shops.
  - (4) Book, card, gift and stationary stores.
  - (5) Dry cleaning and laundry services.
  - (6) Gasoline service stations (SUP required).
  - (7) Minor automobile services including tune-up and repair services, tire stores and car washes, providing there is no overnight outside storage of vehicles (not including transmission or body shops) (SUP required).
  - (8) Restaurants (except that no private club for the sale of alcoholic beverages may be located on a lot abutting any single-family zoned lot except in the Lakeland Plaza and Lewisville West shopping centers as well as other shopping centers in operation as of April 5, 1976).
  - (9) Florists.
  - (10) Video rental stores, movie theaters and other indoor amusements.
  - (11) Church worship facilities.
  - (12) Buildings and uses owned or operated by public governmental agencies.
  - (13) Other retail, office and service uses of a similar nature provided that the business establishment supplies the everyday needs of the immediate neighborhood and is subject to the following conditions:
    - a. There is no outside display and storage of merchandise or vehicles, except for the incidental and occasional sale of merchandise outside the building for periods not to exceed 30 days (i.e., Christmas tree sales and sidewalk sales, etc.).
    - b. That required yards not be used for display, sale or storage of merchandise, or for the storage of vehicles, equipment, containers or waste material.
    - c. That such use not be objectionable because of odor, excessive light, smoke, dust, noise, vibration, or similar nuisance.
  - (14) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
  - (15) Accessory buildings and uses customarily incidental to any of the above uses, provided that such not be objectionable because of odor, smoke, dust, noise, vibration or similar nuisance.
  - (16) Private utility plants or sub-stations (including alternative energy) (SUP required).
  - (17) Cemetery, columbarium, mausoleum and accessory uses (SUP required).
  - (18) Beverage container recycling collection facility (SUP required).
  - (19) Kiosks, including water and ice sales (SUP required).
  - (20) Private stadium/arena/sports field (SUP required).
- (b) *Height.* No building shall exceed 45 feet or three stories in height, except that a building may be erected to a height of 80 feet and eight stories if set back from all required yard lines a distance of one foot for each two feet of additional height above 45 feet. In no event, however, shall the portion of a building located within 150 feet of any property zoned for residential purposes exceed the height allowed in that residential zoning district.

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(c) *Area.*

(1) *Size of yards.*

a. *Front yard.* There shall be a front yard having a minimum depth of 25 feet. No parking, storage or similar use shall be allowed in required front yards in district "LC", except that automobile parking will be permitted in such yards if separated by at least 25 feet from any residential district.

b. *Side yard.* A side yard of not less than 15 feet in width shall be provided on the side of a lot adjoining a side street. A side yard of not less than ten feet in width shall be provided on the side of a lot adjoining a residential district. The required side yard shall be waived when a screening device is installed in accordance with the city's general development ordinance. The building itself can serve as a portion of the screening device when that portion of the building exterior is constructed of the same materials as the screening device. No parking, storage or similar use shall be allowed in any required side yard or in any side street yard adjoining a residential district.

c. *Rear yard.* No rear yard is required, except that a rear yard of not less than 25 feet in depth shall be provided upon that portion of a lot abutting or across a rear street from a residential district, except that such yard requirement shall not apply where the property in the residential district also backs up to the rear street. The required rear yard shall be waived when a screening device is installed in accordance with the city's general development ordinance. The building itself can serve as a portion of the screening device when that portion of the building exterior is constructed of the same materials as the screening device.

(2) *Reserved.*

(Ord. No. 3984-04-2013(Z), § 1, 4-1-13)

Sec. 17-22. "GB" General business district

(a) *Use.* A building or premises shall be used only for office, retail and service uses which are primarily retail in nature including, but not limited to:

- (1) Any use permitted in district "LC" as regulated in said district.
- (2) Auto, boat, motorcycle or mobile home display, sales (outdoor) and repair (SUP required).
- (3) Bakeries.
- (4) Building material sales with outside storage, including lumber yards (SUP required).
- (5) Business or commercial schools.
- (6) Clinic, medical and dental, and professional offices.
- (7) Carpentry, painting, plumbing or tinsmithing shop fully enclosed within a building.
- (8) Cleaning, laundry and dyeing plants fully enclosed within a building.
- (9) Creamery, ice cream manufacturing and dairy operations fully enclosed within a building.
- (10) Farm implement display and sales room (outdoor) (SUP required).
- (11) Hotels, motels and inns.
- (12) Mortuaries with or without crematoriums (SUP required).
- (13) Office buildings.
- (14) Pet shops, retail, fully enclosed within a building.
- (15) Printing, engraving and newspaper plants, fully enclosed within a building.
- (16) Radio or television broadcasting station or studio with broadcasting towers (SUP required).
- (17) Retail stores, fully enclosed within a building.
- (18) Veterinarian or animal hospital with outdoor kennel or exercise runs (SUP required).
- (19) Bowling alley and other commercial amusement (indoor) uses, fully enclosed within a building.
- (20) Church worship facilities.
- (21) Uses similar to the above-mentioned permitted uses, provided activities conducted wholly inside a building and observe the requirements of all city ordinances.
- (22) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
- (23) Accessory buildings and uses customarily incidental to any of the above uses, provided that such not be objectionable because of odor, smoke, noise, vibration or similar nuisance. Open storage shall be considered an accessory use but no more than ten percent of the platted lot may be used for outside storage, including access and maneuvering areas for moving the stored items.
- (24) Dwelling units of 850 square foot minimum size when located over a retail, restaurant or similar use on the first floor (SUP required).
- (25) Private utility plants or sub-stations (including alternative energy) (SUP required).
- [(26) Reserved.]
- (27) Cemetery, columbarium, mausoleum and accessory uses (SUP required).
- (28) Commercial amusement, outdoor (SUP required).
- (29) Drive-in theater (SUP required).
- (30) Flea market, outdoor (SUP required).
- (31) Helipad, helistop or landing strip (SUP required).
- (32) Kennels with outdoor runs (SUP required).
- (33) Nightclub, bar (SUP required).

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(b) *Height.* No building shall exceed in height the width of the street on which it faces plus the depth of the front yard. On a lot adjoining a residential district, no building shall exceed 45 feet in height, except that this height may be increased up to the maximum of 12 stories or 180 feet at the rate of two feet of additional height for each one foot of additional setback from required yard lines. In no event, however, shall the portion of a building located within 150 feet of any property zoned for residential purposes exceed the height allowed in that residential zoning district.

(c) *Area.*

(1) *Size of yards.*

a. *Front yard.* There shall be a front yard having a minimum depth of 25 feet. No parking, storage or similar use shall be allowed in required front yards in district "GB", except that automobile parking (including automobile dealer display parking) will be permitted in such yards if separated by at least 25 feet from any residential district.

b. *Side yard.* A side yard of not less than 15 feet in width shall be provided on the side of a lot adjoining a side street. A side yard of not less than ten feet in width shall be provided on the side of a lot adjoining a residential district. The required side yard shall be waived when a screening device is installed in accordance with the city's general development ordinance. The building itself can serve as a portion of the screening device when that portion of the building exterior is constructed of the same materials as the screening device. No parking, storage or similar use shall be allowed in any required side yard or in any side street yard adjoining a residential district.

c. *Rear yard.* No rear yard is required, except that a rear yard of not less than 25 feet in depth shall be provided upon that portion of a lot abutting or across a rear street from a residential district, except that such yard requirement shall not apply where the property in the residential district also backs up to the rear street. The required rear yard shall be waived when a screening device is installed in accordance with the city's general development ordinance. The building itself can serve as a portion of the screening device when that portion of the building exterior is constructed of the same materials as the screening device.

(2) *Reserved.*

(d) *Outside storage regulations.* In all zoning districts where outside storage yards are allowed, such storage yards shall be screened from view in accordance with the standards outlined in the city's general development ordinance. This provision applies to all outside storage which began after the original date of passage of this provision (April 4, 1994). Any variance request involving the requirements or standards relating to such required screening devices shall be considered by the city council in accordance with the city's general development ordinance. Areas which are used for infrequent and temporary storage for a period of 30 days or less per year shall not be deemed as storage yards.

(Ord. No. 3984-04-2013(Z), § 1, 4-1-13)

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE COMMERCIAL AREA OF CASTLE HILLS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE COMMERCIAL AREA OF CASTLE HILLS is made this **26<sup>th</sup> day of May 2004**, by CASTLE HILLS DEVELOPMENT CORPORATION, a Texas corporation ("Declarant") and BRIGHT FARM PARTNERSHIP, a Texas Partnership, HRB FARM, LTD., a Texas Limited Partnership and CH TOWNHOMES, INC., a Texas corporation ("Landowners").

**WITNESSETH:**

WHEREAS, Declarant and Landowners are the fee simple title owners of the real property described on **Exhibit "A"** attached hereto and made a part hereof for all purposes; and

WHEREAS, Declarant and Landowners desire to subject their fee simple title in the real property described on **Exhibit "A"** to this Commercial Declaration and to the covenants, conditions, restrictions, easements, liens and charges herein set forth; and

WHEREAS, Declarant and Landowners have deemed it desirable for the efficient management of the Property and the preservation of the value, desirability and attractiveness of the Property to create a non-profit corporation to which should be delegated and assigned the powers of managing, maintaining and administering the Commercial Common Area and administering and enforcing these covenants, conditions and restrictions and collecting and distributing funds pursuant to the assessments and charges herein created and to perform such other acts as shall generally benefit the Property; and

WHEREAS, the Castle Hills Commercial Association, Inc., a non-profit corporation, is being incorporated under the laws of the State of Texas for the purpose of exercising the powers and functions aforesaid; and

WHEREAS, Declarant and Landowners will hereafter hold and convey title to the Property or any part thereof subject to the covenants, conditions, restrictions, easements, liens and charges herein set forth.

NOW, THEREFORE, Declarant and Landowners hereby covenant, agree and declare that the Property shall be owned, held, transferred, leases, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, liens and charges herein set forth.

**ARTICLE 1  
DEFINITIONS**

**Section 1.1** "Architectural Review Committee", "Architectural Committee" or "Committee" shall mean and refer to that committee composed of three (3) members appointed in the manner set forth in the Master Declaration which committee is appointed to provide for architectural control and design within the Property and to have and exercise such other powers and/or duties as are more specifically set forth in this Commercial Declaration and in the Master Declaration.

**Section 1.2** "Articles of Incorporation" shall mean the Articles of Incorporation of the Commercial Association as the same may from time to time be duly amended.

**Section 1.3** "Assessments" shall mean the assessments described in Section 4.1 of Article 4 of this Commercial Declaration.

**Section 1.4** "Bylaws" shall mean the Bylaws of the Commercial Association as the same may from time to time be duly amended.

**Section 1.5** "Certificate of Occupancy" shall mean any required certification issued by relevant governmental authorities as a prerequisite to the occupancy of all or any portion of any Estate. If a Certificate of Occupancy is not required to be issued for a structure to be occupied, any reference in this Declaration to issuance of a Certificate of Occupancy shall be deemed to be satisfied by the actual occupancy of the structure.

**Section 1.6** "Commercial Association" shall mean the Castle Hills Commercial Association, Inc., a not-for-profit corporation, incorporated under the laws of the State of Texas, its successors and assigns, to which Commercial Association shall be delegated and assigned the powers of managing, maintaining and administering the Commercial Common Area and disbursing funds, collecting assessments and charges and performing such other acts as shall generally benefit the property now or hereafter covered by this Commercial Declaration.

**Section 1.7** "Commercial Common Area" shall mean all real property and the improvements thereon, including, without limitation, any private storm drains, private streets, private utilities, private parks, open space, trails and floodways owned in fee, owned as an easement or leased or maintained from time to time by the Commercial Association for the common use, enjoyment and benefit of the Members, and all easements granted to the Commercial Association for the common use, enjoyment and benefit of the Members and which Commercial Common Area is specifically described in any Supplemental Commercial Declaration. Any real property or interest in real property which Declarant shall convey to the Commercial Association to be designated Commercial Common Area shall be accepted in writing by the Commercial Association and shall be conveyed free of all liens and encumbrances except current ad valorem taxes and government assessments (which taxes and governmental assessments shall be prorated as of the date of conveyance) and the covenants, conditions, restrictions, easements, liens and charges of this Commercial Declaration.

As of the date of this Commercial Declaration there is no real property or easement designated as Commercial Common Area, however, certain real property or easements may be designated as such by Declarant or the Commercial Association at a later date.

**Section 1.8** "Commercial Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for the Commercial Area of Castle Hills.

**Section 1.9** "Commercial Use" shall mean any governmental, professional, office, hotel, motel, business, business park, commercial, educational, entertainment, sports, trade, industrial, retail, financial, or medical use, and any use other than Residential Use.

**Section 1.10** "Condominium Building" shall mean a commercial real estate condominium project (which may have mixed uses, i.e. commercial, retail and residential) composed of one or more structures erected on a lot, tract or parcel of real estate out of or a part of the Property containing two (2) or more Condominium Units, which project has been specifically created and designated as a condominium in accordance with Chapter 82 of the Texas Property Code, as amended. It is intended that condominium projects for residential use shall be a part of the Residential Association. However, a condominium project containing both commercial and residential condominiums may be designated by Declarant to be part of the Commercial Association or Residential Association, but not both.

**Section 1.11** "Condominium Unit" shall mean one (1) individual condominium unit, for which unit a certificate of occupancy has been issued by the appropriate governmental authorities and which unit is located within a Condominium Building, together with an undivided interest in and to the common elements associated with such unit.

**Section 1.12** "Declarant" shall mean and refer to Castle Hills Development Corporation.

**Section 1.13** "Delegates" shall mean the two (2) individual persons elected by the Board of Directors of the Commercial Association to represent the Commercial Association with respect to matters coming before the Master Association as set forth herein, in the Master Declaration and in the Articles of Incorporation and Bylaws of the Master Association. Delegates shall be at least twenty years of age and need not be a member of the Commercial Association or the Master Association.

**Section 1.14** "Design Guidelines" shall mean standards, restrictions or specifications published from time to time by the Architectural Review Committee and governing the construction, placement, location, alteration, maintenance or design of any improvements to the Property. Design Guidelines are more specifically described in Article 11 of the Master Declaration.

**Section 1.15** "Estate" shall mean a Condominium Unit, Tract or any other interest in real property contained within the Property, the ownership of which, by the terms of this Declaration, causes the Owner thereof to be a Member of the Commercial Association.

**Section 1.16** "Master Association" shall mean the Castle Hills Master Association, Inc., a not-for-profit Texas Corporation composed of the Declarant, the Members of the Residential Association and Members of the Commercial Association, all of such Members and the Declarant being represented before the Master Association and voting through their respective Delegates to the Master Association.

**Section 1.17** "Master Common Area" shall mean the Master Common Areas as defined and described in the Master Declaration and any Supplemental Declaration to the Master Declaration.

**Section 1.18** "Master Declaration" shall mean that certain Master Declaration of Covenants, Conditions and Restrictions for Castle Hills recorded by Declarant in the office of the County Clerk of Denton County, Texas in Volume 4078, Page 1090, as amended and supplemented from time to time. The Property shall automatically be subject to the Master Declaration.

**Section 1.19** "Member" or "Owner" shall mean each and every person or entity who is alone or together with another person or entity a record title owner of a fee or undivided fee interest in any Tract, Condominium Unit or any lot, tract or parcel of real estate out or part

of the Property; provided, however, the term "Member" or "Owner" shall not include any person or entity holding a bona fide lien or security interest in a Lot, Tract, Condominium Unit or any lot, tract or parcel of real estate out of or a part of the Property as security for the performance of an obligation.

**Section 1.20** "Property" shall mean all existing real property, described on **Exhibit "A"** attached hereto and made a part hereof for all purposes including any and all improvements thereon, and any additions of real property, as are subject to this Commercial Declaration, or any Supplemental Commercial Declaration prepared and filed of record pursuant to the provisions of Article 2 of this Commercial Declaration or any declaration of any association which has merged or consolidated with the Commercial Association pursuant to the provisions of Article 2 hereof.

**Section 1.21** "Residential Association" shall mean and refer to the Castle Hills Residential Association, Inc., a not-for-profit corporation, incorporated under the laws of the State of Texas, its successors and assigns.

**Section 1.22** "Residential Declaration" shall mean that certain Declaration of Covenants, Conditions and Restrictions for Castle Hills- Phase I recorded in Volume 4078, Page 01041, Real Estate Records of Denton County, Texas, as amended and supplemented from time to time.

**Section 1.23** "Residential Use" shall mean single family detached and attached housing, apartments, residential condominiums and duplex housing uses but shall not include prefabricated housing, model homes, hotels, motels, boarding houses or lodges, but a Condominium Unit within a Condominium Building, as defined in Section 1.10, shall not be considered a Residential Use under this Declaration even when used as a residence.

**Section 1.24** "Supplemental Commercial Declaration" shall mean any Supplemental Declaration of Covenants, Conditions and Restrictions for the Commercial Area of Castle Hills annexing additional property and extending the plan of this Commercial Declaration to such additional property, prepared and filed of record pursuant to the provisions of Article 2 of this Commercial Declaration.

**Section 1.25** "Tract" shall mean subdivided or unsubdivided, improved or unimproved land within the Property, developed or to be developed for Commercial Use.

## ARTICLE 2 PROPERTY

**Section 2.1** Property Subject to Commercial Declaration. The real property covered by this Commercial Declaration shall be the Property. The Property and any right, title or interest therein shall be owned, held, transferred, leased, sold, conveyed and/or occupied by Declarant and Landowners and any subsequent owner, lessee or occupant of all or any part thereof, subject to this Commercial Declaration and the covenants, conditions, restrictions, easements, liens and charges herein set forth.

**Section 2.2** Annexation to Property Subject to Commercial Declaration by Declarant. All or any part of the real property described in **Exhibit "B"** (the "Additional Property"), whether or not such real property is contiguous to the Property, may be annexed to, and become subject to, this Commercial Declaration and subjected to the jurisdiction of the Commercial Association without the approval, assent or vote of the Commercial Association or its Members, provided that a Supplemental Commercial Declaration covering the real property sought to be annexed, shall be executed and recorded in the office of the County Clerk of Denton County, Texas, by Declarant; provided, however, no Supplemental Commercial Declaration shall be so executed and recorded by Declarant pursuant to this Section more than thirty (30) years subsequent to the recordation of this Commercial Declaration. No Additional Property which is subject to the Residential Declaration, either on the date hereof, or in the future, may be annexed to and become subject to, this Commercial Declaration. The execution and recordation by Declarant of any such Supplemental Commercial Declaration shall constitute and effectuate the annexation of the real property described therein, making any such real property subject to this Commercial Declaration and subject to the functions, powers and jurisdiction of the Commercial Association, and thereafter said annexed real property shall be a part of the Property and all the Owners in said annexed real property shall automatically be Members of the Commercial Association. Although Declarant shall have the ability to annex the Additional Property to this Commercial Declaration, Declarant shall not be obligated to annex all or any portion of such real property and such real property shall not become subject to this Commercial Declaration unless and until a Supplemental Commercial Declaration shall have been executed and recorded by Declarant as provided herein. Moreover, Declarant reserves the right to subject the Additional Property or any part thereof to the plan of one or more separate declarations of covenants, conditions and restrictions which subjects said real property to the functions, powers and jurisdiction of an association or other entity with powers and obligations similar to the Commercial Association and which may or may not be subject to the provisions of this Commercial Declaration. Property which has become subject to the Residential Declaration may not be annexed into the Commercial Declaration.

**Section 2.3** Annexation to Property Subject to Commercial Declaration by Persons or Entities Other Than Declarant. Upon approval in writing of the Commercial Association, pursuant to the two-thirds (2/3) majority vote of all Members, regardless of class, or the

written assent of such Members, any person or entity which owns and desires to add portions of the Additional Property (as defined in Section 2.2, above), may execute and record in the office of the County Clerk of Denton County, Texas, a Supplemental Commercial Declaration, whether or not such Additional Property is contiguous to the Property, to the plan of this Commercial Declaration and subject such Additional Property to the functions, powers and jurisdiction of the Commercial Association.

**Section 2.4 Supplemental Commercial Declarations.** The annexations authorized by this Commercial Declaration shall be accomplished by executing and filing of record in the office of the County Clerk of Denton County, Texas, a Supplemental Declaration of Covenants, Conditions and Restrictions for the Commercial Area of Castle Hills, or similar instrument, with respect to the additional real property which shall extend the scheme of this Commercial Declaration to such real property. Any such Supplemental Commercial Declaration contemplated above may contain such additions, deletions and/or modifications of the covenants, conditions, restrictions, easements, liens and charges contained in this Commercial Declaration as may be necessary to reflect the different character, if any, of such annexed real property and as are not substantially inconsistent with the plan of this Commercial Declaration. In no event, however, shall any such Supplemental Commercial Declaration, or any merger or consolidation revoke, modify or add to the covenants, conditions, restrictions, easements, liens or charges established by this Commercial Declaration, as same rate to and affect that portion of the Property previously subject to this Commercial Declaration. Further, the rate of assessment for and method of determining the assessed valuation of the annexed property shall not result in an assessment substantially less than that affecting the Property, unless such annexed property and the Owners thereof do not enjoy substantially all of the benefits of the central security systems, community antenna systems or other common facilities because of limitations in such services resulting from franchise or municipal boundaries. Any annexation, merger or consolidation made pursuant to this Commercial Declaration, when made, shall automatically extend the functions, powers and jurisdiction of the Commercial Association to the real property so added.

**Section 2.5 Mergers or Consolidations.** The Declarant or the Commercial Association with written approval or assent of at least two-thirds (2/3) of each class of Members, shall have the right and option to cause the Commercial Association to merge or consolidate with any similar association or associations. Upon a merger or consolidation of the Commercial Association with another association, the properties, rights and obligations of the Commercial Association, may, by operation of law or otherwise, be transferred to the surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law or otherwise, be added to the properties, rights and obligations of the Commercial Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants, conditions, restrictions, easements, liens and charges established by this Commercial Association within the Property, together with the covenants, conditions, restrictions, easements, liens and charges established upon any other real property as one plan.

**Section 2.6 Property Subject to Master Declaration.** The Property and any right, title or interest therein shall be owned, held, transferred, leased, sold, conveyed and/or occupied by Declarant and any subsequent owner, lessee or occupant of all or any part thereof, subject to the Master Declaration and the covenants, conditions, restrictions, easements, liens and charges thereof.

### ARTICLE 3 MEMBERSHIP AND VOTING RIGHTS IN THE COMMERCIAL ASSOCIATION

**Section 3.1 Membership.** Each and every Owner shall automatically be a Member of the Commercial Association without the necessity of any further action on his part, subject to the terms of this Commercial Declaration, the Articles of Incorporation and the Bylaws of the Commercial Association and the Commercial Association rules. The terms and provisions set forth in this Commercial Declaration, which are binding upon all Owners, are not exclusive, as Owners shall, in addition, be subject to the terms and provisions of the Articles of Incorporation and the Bylaws of the Master Association and the Master Declaration to the extent the provisions thereof are not in conflict with this Commercial Declaration. Membership of an Owner in the Commercial Association shall be appurtenant to and may not be separated from the interest of such Owner in and to any portion of the Property. Ownership of any portion of the Property shall be the sole qualification for being a Member; provided, however a Member's voting rights, as herein described, or privileges in the Commercial Common Area, or both may be regulated or suspended as provided in this Commercial Declaration, the Bylaws of the Commercial Association and/or the Commercial Association rules. Persons or entities shall be Members by reason of ownership of land used for public or private school, charitable organizations, governmental or quasi-governmental purposes, churches or other religious purposes and such land shall be owned subject to all of the terms and provisions of this Commercial Declaration, except that: (i) ownership of land devoted to purposes described in this sentence shall not create any votes in the Members owning such lands; and (ii) such nonvoting Members shall not be required to pay any assessments other than special individual assessments as described in and authorized in this Commercial Declaration and in the Master Declaration. No person or entity shall be a Member by reason of ownership of any park, public land, road, easement, right-of-way or mineral interest. In addition, any person or entity that holds an interest in and to all or any part of the Property merely as security for the performance of an obligation shall not be a Member.

**Section 3.2 Transfer.** Membership of an Owner in the Commercial Association may not be severed from or in any way transferred, pledged, mortgaged or alienated except upon the sale or assignment of said Owner's interest in all or any party of the Property and then only to the purchaser or assignee as the new Owner thereof. Such membership shall not be severed by the connection with the

encumbrance by an Owner of all or any part of the Property. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void and of no further force or effect, and will not be reflected upon the books and records of the Commercial Association and the Master Association. Any transfer of the fee title to a lot, tract or parcel of real estate out of or a part of the Property shall automatically operate to transfer the membership to the new Owner thereof. In the event an Owner should fail or refuse to transfer the membership in the Commercial Association registered in such Owner's name to the transferee of such Owner's interest in all or any part of the Property, the Commercial Association shall have the right to record the transfer upon the books and records of the Commercial Association.

**Section 3.3** Classes of Voting Membership and Voting Rights. The Commercial Association shall have two (2) classes of voting memberships:

**CLASS A MEMBERSHIP.** Class A Members shall be all Owners with the exception of the Declarant. Subject to the provisions of Section 3.5, Class A Members shall be entitled to:

(a) One (1) vote per each 1000 gross square feet of all Tracts owned by such Class A Member plus five (5) votes per each 1,000 square feet contained within a Condominium Unit, as defined in Section 1.11, or other building subjected to Commercial Use, provided that square footage contained within such buildings or Tracts and used as public common areas, parking areas, parking structures or other areas which are not leaseable or are not included within a Condominium Unit shall not be included in calculating votes. Further, the square footage contained within any limited or general common areas constituting a portion of any Condominium Building, as defined in Section 1.10, and apportionable to a Condominium Unit shall not be included in calculating votes.

Where an association or other organization has been established with respect to a Condominium Building, the board of directors or managers or other governing body so empowered under the organizational documents of such association or organization shall cast all of the votes exercisable hereunder with respect to such Condominium Building on each and every matter in question on which a vote is authorized or permitted under this Commercial Declaration or the Articles of Incorporation or Bylaws of the Commercial Association. Such association or organization may cast the votes exercisable hereunder in one block on behalf of such Condominium Building or condominium regime or as instructed by each individual Owner of a Condominium Unit, as determined in accordance with the organizational documents creating such association or organization.

**CLASS B MEMBERSHIP.** The Class B Member shall be the Declarant. The Class B Member shall be entitled to ten (10) votes for each and every one thousand (1000) gross square feet of land contained within the real estate described in Exhibit "B"; provided, however, real estate owned by Declarant and designated as Master or Commercial Common Area or property covered by the Residential Declaration shall not be included in determining the votes to which Declarant is entitled. The Class B Membership shall cease and be converted to Class A Membership when the total number of votes outstanding in the Class A Membership is ten (10) times greater than the total number of votes outstanding in the Class B Membership;

Upon the termination of the Class B Membership, the Declarant shall thereafter be a Class A Member.

Notwithstanding the foregoing, with respect to Estates owned by the Declarant and developed as a Condominium Building or developed with a building subjected to Commercial Use, the Declarant shall be deemed to be a Class A Member for purposes of calculating votes attributable to the Estates developed as aforesaid.

**Section 3.4** Suspension of Voting Rights. The voting rights of any Member set forth in this Commercial Declaration may be suspended by the Board of Directors of the Commercial Association or the Delegates to the Master Association for any period during which any Assessment remains past due, unless the Member is in good faith contesting the validity or amount of the Assessment.

**Section 3.5** Multiple Owner Votes. Votes hereunder may not be cast on a fractional basis between multiple Owners of an Estate. Further, where there are multiple Owners of an Estate it is not intended by Section 3.3 that each of said Owners shall be entitled to cast the votes allocated to such Estate. As an example, where three (3) persons own a Condominium Unit they shall jointly be entitled to vote the five (5) votes per 1,000 square feet contained within such Condominium Unit and shall not each be entitled to split the vote of such five (5) votes per 1,000 square feet so allocated. When more than one person or entity owns the interest or interests in and to any Estate as required for Membership in the Commercial Association, each and every person or entity shall be a Class A Member, and the vote for any Estate shall be exercised as they, among themselves, collectively determine. If such Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall forfeit the vote or votes on the matter in question. If more than one (1) person or entity purports to exercise the voting rights with respect to any Estate on any matter in question, none of such votes shall be counted in tabulating the vote on such matter and such votes shall be deemed void. The Commercial Association shall not be required to recognize the vote or written assent of any such multiple Owners except the vote or written assent of the Owner designated in writing executed by all of such multiple Owners and delivered to the Commercial Association.

### Section 3.6 Quorum, Notice and Voting Requirements.

(a) Subject to the provisions of Paragraph (c) of this Section, any action authorized by Sections 4. 6 or 4. 7 of Article 4 of this Commercial Declaration shall require the assent of the majority of the vote of each Class of Members entitled to vote, which Members are voting in persons or by proxy at a meeting duly called for that purpose, written notice of which meeting shall be given to all Members not less than ten (10) days nor more than sixty (60) days in advance and shall set forth the purpose of such meeting.

(b) The quorum required for any action referred to in Paragraph (a) of this Section shall be as follows:

At the first meeting called, the presence at the meeting of Members, or of proxies, entitled to cast fifty percent (50%) of all of the votes of each Class of Members of the Commercial Association shall constitute a quorum. If the required quorum is not present at the first meeting, one additional meeting may be called subject to the notice requirement hereinabove set forth, 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.

(c) As an alternative to the procedure set forth above, any action referred to in Paragraph (a) of this Section may be taken with the assent given in writing and signed by the Members who hold more than sixty (60%) of the outstanding votes of each Class of Members of the Commercial Association; so long as all Members are given prior written notice of the action to be taken in accordance with this Section 3.6(c).

(d) Except as specifically set forth in this Commercial Declaration, notice, voting and quorum requirements for all action to be taken by the Commercial Association shall be consistent with its Articles of Incorporation and Bylaws, as same may be amended from time to time. Except as set forth in Section 3.6(b) the quorum requirements are governed by the Bylaws.

## ARTICLE 4 ASSESSMENTS

**Section 4.1** Covenants for Assessments. The Declarant, for each Estate owned by it out of or a part of the Property, hereby covenants and agrees to pay, and each Owner of any Estate by acceptance of a deed or other conveyance document creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other conveyance document, shall be deemed to covenant and agree (and such covenant and agreement shall be deemed to constitute a portion of the consideration and purchase money for the acquisition of such Estate to pay the Commercial Association: (1) annual assessments or charges (as specified in Section 4.3 of this Article 4), such assessments to be fixed, established and collected from time to time as herein provided; (2) special assessments for capital improvements and other purposes (as specified in Section 4.4 of this Article 4), such assessments to be fixed, established and collected from time to time as herein provided; and (3) individual special assessments levied against individual Owners to reimburse the Commercial Association for extra costs for maintenance and repairs caused by the willful or negligent acts or omissions of an individual Owner and not caused by ordinary wear and tear (as specified in Section 4.5 of this Article 4), such assessments to be fixed, established and collected from time to time as herein provided. The assessments ("Assessments") described in (1), (2) and (3) of this Section 4.1 of Article 4, together with interest thereon, attorneys' fees, court costs and other costs of collection thereof, as herein provided, shall be a charge on the land and shall be a continuing lien upon each Estate against which each such assessment is made. Each such assessment, together with interest thereon, late fees, attorneys fees, court costs and other costs of collection thereof, as herein provided, shall also be the personal obligation of the Owner of such Estate against which such Assessment is made at the time when the Assessment is imposed. No Owner may exempt himself from liability for such Assessment or waive or otherwise escape liability for the Assessments for non-use of the Commercial Common Area or the Master common Area or abandonment of his Estate. The personal obligation to pay any such Assessment, together with interest thereon, attorneys' fees, court costs and other costs of collection thereof, as herein provided, shall pass to the successors in title of such Owner whether or not expressly assumed in writing by such successors; provided that such personal obligation to pay assessments and other costs shall not pass to mortgagees of such Owner who succeed to the title of such Owner.

**Section 4.2** Purpose of Assessments. The Assessments levied by the Commercial Association shall be used, in part, for the purpose of: (1) promoting the recreation, comfort, health, safety and welfare of the Members and/or the residents of the Property, (2) managing the Commercial Common Area, (3) enhancing the quality of life in the Property and the value of the Property, and in particular for the improvement and maintenance of the properties, services and facilities devoted to the purpose and related to the use and enjoyment of the Property including, but not limited to, the payments of taxes on the Commercial Common Area and Master Common Area and insurance in connection with the Commercial Common Area and Master Common Area and the repair, replacement and addition thereto; for paying the cost of labor, equipment (including the expense of leasing and equipment); for carrying out the powers and duties of the Architectural Review Committee and the Board of Directors of the Commercial Association as set forth in Article 5 of this Commercial Declaration; for carrying out the purposes of the Commercial Association as stated in its Articles of Incorporation; for carrying out the powers and duties of the Board of Directors of the Master Association; and for carrying out the purposes of the Master Association as stated in the Master Declaration and the Articles of Incorporation of the Master Association. Notwithstanding the foregoing, it is recognized that it is possible that

a Condominium Building will consist of both commercial and residential uses even though, pursuant to the definition of Residential Use, the occupancy of a Condominium Unit for use as a residence is still considered a Commercial Use. However, to recognize the inherent difference between occupancy of a Condominium Unit as a residence and occupancy of a Condominium Unit for commercial purposes, the Association may arrange with the Residential Association for the owners of Condominium Units used for residential purposes to receive the benefits of membership in the Residential Association. In such case, the assessment against such Condominium Unit shall be in an amount as necessary to pay the expense of such Owner's being part of the Residential Association and a fair allocation of the cost of other purposes of the Commercial Association.

#### **Section 4.3 Annual Assessments.**

(a) Each Member shall pay to the Commercial Association an annual assessment not to exceed one dollar (\$1.00) per one hundred dollars (\$100.00) of value of the Estate so owned by such Owner, as assessed by the Denton County Appraisal District (or if such Estate is not assessed by the Denton County Appraisal District then by the taxing or appraisal authority that establishes tax values for the municipal tax roll of the municipality or governmental district in which the Estate is situated), for ad valorem tax purposes for the then current calendar year. Notwithstanding the foregoing, the assessments against Condominium Units which are occupied for residential purposes may be adjusted in accordance with Section 4.2. In such case, the Estate value for purposes of the normal annual assessments of the Condominium Units for commercial purposes within a particular Condominium Building shall be the assessed value of such Condominium Unit.

(b) All such annual assessments collected by the Commercial Association pursuant to this Section 4.3 shall be immediately tendered by the Commercial Association to the Master Association for use as described in the Master Declaration. The rate of annual assessments may be increased by vote of the Delegates to the Master Association, as provided in the Master Declaration and described in Section 4.6 of this Article 4. The Delegates to the Master Association may, after consideration of current maintenance, operational and other costs and the future needs of the Commercial Association and/or the Master Association, fix the actual annual assessments for any year at a lesser amount. The Master Association may not accumulate a surplus at the end of any fiscal year which is more than thirty percent (30%) of the maximum permissible annual assessment for the subsequent fiscal year to be levied against the Members of the Residential Association and the members of the Commercial Association. The Delegates to the Master Association shall, should any such surplus exist at the end of any fiscal year, reduce the annual assessment to be levied against the Members of the Residential Association and the members of the Commercial Association for the subsequent fiscal year by an amount equal to such surplus. Declarant shall not be required to pay assessments with respect to portions of the Property owned by Declarant and designated as Common Area.

(c) The amount and time of the payment of the annual assessment shall be determined by the Delegates to the Master Association pursuant to the Articles of Incorporation and Bylaws of the Master Association. The Delegates may provide that annual assessments shall be paid monthly, quarterly, semi-annually or annually on a calendar year basis. Not later than thirty (30) days prior to the beginning of each fiscal year of the Commercial Association, the Delegates to the Master Association shall estimate the total common expenses to be incurred by the Commercial Association, the Residential Association and the Master Association for the forthcoming fiscal year. The Delegates to the Master Association shall then determine, in a manner consistent with the terms and provisions of this Commercial Declaration and the Master Declaration, the amount of the annual assessment to be paid by each Member. Written notice of the annual assessment to be paid by each Member shall be sent to every Member, but only to one (1) joint owner. Each Member shall thereafter pay to the Commercial Association his annual assessment in installments as established by the Delegates to the Master Association.

**Section 4.4 Special Assessments.** In addition to the annual assessments authorized by Section 4.3 of this Article 4, the Commercial Association may levy in any calendar year a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Commercial Common Area, including the necessary fixtures and personal property related thereto, or for maintenance of portions of the Master or Commercial Common Area and improvements therein or for carrying out other purposes of the Commercial Association as stated in the Articles of Incorporation of the Commercial Association; provided, that, any such special assessment levied by the Commercial Association shall have the affirmative approval of the Members of the Commercial Association, as provided herein. The Master Association may also levy in any calendar year a special assessment for the purpose of defraying, in whole or in part, the cost of any maintenance, construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Master Common Area, including the necessary - fixtures and personal property related thereto, or for carrying out other purposes of the Master Association as stated in the Articles of Incorporation of the Master Association; provided, that, any such special assessment levied by the Master Association shall have the affirmative approval of the Delegates to the Master Association, as provided in the Master Declaration. Any such special assessment, whether levied by the Commercial Association or the Master Association, shall be paid by the Members directly to the Commercial Association. The Commercial Association shall immediately, upon receipt, tender all special assessments levied by the Master Association to the Master Association. All amounts collected by the Commercial Association, as special assessments levied by the Commercial Association, may only be used for the improvement and maintenance of the Commercial Common Area and shall be deposited by the Board of Directors of the Commercial Association in a separate bank account to be held in trust by the Commercial Association for such purpose. Said funds shall not be commingled with any other funds of the Commercial Association.

**Section 4.5** Special Individual Assessments. Upon the affirmative majority vote of the Board of Directors of the Commercial Association as provided herein, the Commercial Association may levy special assessments against individual Owners for: (i) reimbursement to the Commercial Association for repairs to the Commercial Common Area or improvements thereto, occasioned by the willful or negligent acts of such Owner(s) and not the result of ordinary wear and tear; or (ii) for payment of fines, penalties or other charges imposed against an individual or separate Owner relative to such Owner's failure to comply with the provisions of this Commercial Declaration, the Bylaws of the Commercial Association or any rules or regulations promulgated hereunder. The Master Association may, likewise, upon the affirmative vote of the Delegates to the Master Association, as provided in the Master Declaration, levy special assessments against individual Owners for reimbursement to the Master Association for repairs to the Master Common Area or improvements thereto, occasioned by the willful or negligent acts of such Owner(s) and not the result of ordinary wear and tear and may levy special individual assessments for the collection of such other fines, penalties or charges as set forth in Section 4.5 of the Master Declaration.

Any such special individual assessment, whether levied by the Commercial Association or the Master Association, shall be paid by the Member(s) directly to the Commercial Association. The Commercial Association shall immediately, upon receipt, tender all special individual assessments levied by the Master Association to the Master Association. All amounts collected by the Commercial Association, as special individual assessments levied by the Commercial Association shall belong to and remain with the Commercial Association.

**Section 4.6** Vote Required for Increase in Rate of Annual Assessment. The increase in the rate of the annual assessment as authorized by Section 4.3 of this Article 4 must be approved by a unanimous vote of the Delegates representing the Commercial and Residential Associations, voting in person or by proxy, at a meeting duly called for such purpose. No Delegate to the Master Association elected by the Commercial Association shall vote for an increase in the rate of annual assessment unless such increase has been approved by the Members as set forth in Section 3.6. Delegates shall be bound to cast their votes in the manner directed by the vote of the Members.

**Section 4.7** Vote Required for Special Assessment. Any special assessment levied by the Commercial Association in accordance with Section 4.4 of this Article 4 must be approved by the Members in accordance with Section 3.6 hereof. In addition, no Delegate of the Master Association elected by the Commercial Association shall vote for a special assessment to be levied by the Master Association unless such increase has been approved by the Members in accordance with Section 3.6 hereof. Delegates shall be bound to cast their votes in the manner directed by the vote of the Members.

**Section 4.8** Date of Commencement of Annual Assessments and Due Date of Assessments. The annual assessments provided for in this Commercial Declaration shall commence as to the Property as of the date hereof, and such assessment or any installment thereof (if payable in installments) shall be considered delinquent if not paid two months later. The first annual assessment shall be made for the balance of the calendar year in which it is levied. The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 4.3 hereof as the remaining number of months in that year bear to twelve (12). The annual assessments for any year after the year of the date hereof shall become due and payable on January 1 of the following year and such assessment or any installment thereof (if payable in installments) shall be considered delinquent if not paid within thirty (30) days after such assessment or any installment thereof is stated to be due and payable.

The due date and the date of delinquency of any special assessment or special individual assessment under Section 4.4 or 4.5 of this Article 4, respectively, shall be fixed by the entity (either the Commercial Association or the Master Association) levying such assessment.

**Section 4.9** Division of Special Assessments. Special Assessments pursuant to Section 4.4 of this Article 4, shall be fixed at an amount for each Estate equal to the product of the total special assessment times a fraction, the numerator of which is the assessment of such Estate (as determined in accordance with Section 4.3 of this Article 4) and the denominator of which is the total of all such assessments for Estates within the Property.

**Section 4.10** No Offsets. All Assessments shall be payable in the amount specified by the Association and no offsets against such amount shall be permitted for any reason.

**Section 4.11** Reserves. The annual assessments shall include reasonable amounts as determined by the Delegates to the Master Association collected as reserves for the future periodic maintenance, repair and/or replacement of all or a portion of the Commercial Common Area, the common area of the Residential Association and/or the common area of the Master Association. All amounts collected as reserves, whether pursuant to this Section or otherwise, shall be deposited by the Master Association in a separate bank account to be held in trust for the purposes for which they were collected and are to be segregated from and not commingled with any other funds of the Master Association. Assessments collected as reserves shall not be considered to be advance payments of regular assessments.

**Section 4.12** Nonpayment of Assessments.

(a) **Delinquency.** Any Assessment provided for in this Commercial Declaration, whether levied by the Commercial Association or the Master Association, which is not paid in full when due shall be delinquent on the date after the date due ("delinquency date") as specified in the notice of such Assessment. The entity (whether the Commercial Association or the Master Association) levying any such Assessment shall have the right to reject partial payment of an Assessment and demand full payment thereof. If any unpaid Assessment or part thereof is not paid within ten (10) days after the delinquency date, a late charge equal to ten percent (10%) of the amount due shall be imposed, and the unpaid amount of such Assessment shall bear interest after the delinquency date until paid at a rate equal to the lesser of fifteen percent (15 %) per annum or the maximum lawful rate.

(b) **Lien.** The unpaid amount of any Assessment not paid by the delinquency date shall, together with the interest thereon as provided in Section 4.12(a) of this Article 4 and the cost of collection thereof, including reasonable attorneys' fees, as herein provided, thereupon become a continuing lien and charge on the Estate of the non-paying Owner covered by such Assessment, which shall bind such Estate in the hands of the Owner and his heirs, executors, administrators, devisees, personal representatives, successors and assigns. The aforesaid lien shall be superior to all other liens and charges against the said real property, except only for tax liens and the lien of any bona fide mortgage or deed of trust now or hereafter placed upon said real property subject to an Assessment and which mortgage or deed of trust is recorded prior to recordation of written notice of past due Assessments. Such a sale shall not relieve the Owner of such real property from liability for any Assessment thereafter becoming due nor from the lien of any such subsequent Assessment. The Commercial Association and the Master Association shall have the power to subordinate the lien securing the payment of any Assessment rendered by the Commercial Association and the Master Association, respectively, to any other lien. Such power shall be entirely discretionary with the entity (either the Commercial Association or the Master Association) rendering the Assessment that creates such lien. As hereinbefore stated, the personal obligation of the Owner, at the time of such Assessment, to pay such Assessment shall remain the personal obligation of such Owner and may pass to such Owner's successors in title whether or not expressly assumed by them in writing, as set forth in Section 4.1 hereinabove. The lien for the unpaid Assessments shall be unaffected by any sale or assignment of an Estate and shall continue in full force and effect.

To evidence the aforesaid lien, the entity (whether the Commercial Association or the Master Association) levying such Assessment shall prepare a written notice of lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the real property covered by such lien and a description of the Estate covered by such lien. Such notice shall be executed by one of the officers of the entity (whether the Commercial Association or the Master Association) rendering such Assessment and shall be recorded in the office of the County Clerk of Denton County, Texas.

(c) **Remedies.** The lien securing the payment of the Assessments shall attach to the Estate belonging to such non-paying Owner with the priority set forth in this Section. Subsequent to the recording of a notice of the lien as provided in this Section, or the entity recording such notice (whether the Commercial Association or the Master Association) may institute an action at law against the Owner or Owners personally obligated to pay the Assessment and/or for the foreclosure of the aforesaid lien by judicial foreclosure. In any foreclosure proceeding the Owner shall be required to pay the costs, expenses and reasonable attorneys' fees incurred by the entity (whether the Commercial Association or the Master Association) rendering the Assessment in question. In the event an action at law is instituted against the Owner or the Owners personally obligated to pay the Assessment, there shall be added to the amount of any such Assessment the interest provided in this Section, the costs of preparing and filing the complaint in such action and the reasonable attorneys' fees incurred in connection with such action; and in the event a judgment is obtained, such judgment shall include interest on the Assessment as provided in this Section and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action. (Each Member vests in the Commercial Association and/or the Master Association or their assigns the right and power to bring all actions at law or lien foreclosure against such Member or other Members for the collection of such delinquent Assessments. Upon the written request of any mortgagee holding a prior lien on any part of the Property, the Commercial Association shall report to said mortgagee any Assessments remaining unpaid for longer than sixty (60) days after the delinquency date of such Assessment.

**Section 4.13** Exempt Property. The following property subject to the Commercial Declaration shall be exempt from the Assessments, charges and liens created in this Commercial Declaration:

(a) All properties purchased, dedicated or accepted by the State of Texas, its agencies or political subdivisions, including but not limited to, Denton County, the Lewisville Independent School District, the City of Lewisville, any Denton County Fresh Water Supply District, the Castle Hills Public Improvement District or their successors or assigns;

(b) All Commercial Common Area; and

(c) All portions of the Property owned by non-profit organizations provided, however, the exemption of such organizations and the portions of the Property owned by same is subject to review and approval by the Board of Directors of the Master Association, such exemption being contingent upon approval by the Board of Directors.

Portions of the Property which are exempt from the Assessments, charges and liens created by this Commercial Declaration pursuant to Section 4.13(a) or (c) shall in any event be subject to all other provisions of this Commercial Declaration including, but not limited to, the use restrictions and protective covenants of Articles 9 and 10, architectural review requirements of Article 10 of the Master Declaration and the provisions for special individual assessments as set forth in Section 4.5 of this Article 4. Owners of portions of the Property which are exempt pursuant to Section 4.13(a) and (c) shall be Members of the Commercial Association and Master Association but shall have no voting rights in either Association.

**Section 4.14** Estoppel Information from Board of Directors with Respect to Assessments. The Board of Directors of the Commercial Association shall upon demand at any time furnish to any Owner liable for an Assessment, a certificate in writing signed by an officer of the Commercial Association, setting forth whether said Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificates as allowed by law.

## ARTICLE 5 GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTORS OF THE COMMERCIAL ASSOCIATION

**Section 5.1** Powers and Duties. The affairs of the Commercial Association shall be conducted by the Board of Directors (herein so-called) of the Commercial Association. The Board of Directors of the Commercial Association shall be selected in accordance with the Articles of Incorporation and the Bylaws of the Commercial Association. In addition to the powers and duties enumerated in the Articles of Incorporation and the Bylaws of the Commercial Association, or elsewhere provided for herein, and without limiting the generality thereof, the Board of Directors of the Commercial Association, for the mutual benefit of the Members of the Commercial Association, shall have the following powers and/or duties:

(a) To take such action to enforce the terms and provisions of this Commercial Declaration and the Articles of Incorporation and the Bylaws of the Commercial Association by appropriate means and carry out the obligations of the Commercial Association hereunder, including without limitation, the expenditure of funds of the Commercial Association, the employment of legal counsel, accounting services and management services, the commencement of legal causes of action, the promulgation and enforcement of the Commercial Association rules (herein so-called) which may include the establishment of a system of fines and/or penalties enforceable as special individual assessments as provided in Section 4.5 of Article 4 to this Commercial Declaration, and to enjoin and/or seek legal damages from any Owner for violation of such provisions or rules;

(b) To acquire, maintain and otherwise manage all of the Commercial Common Area and all facilities, improvements and landscaping thereon, and all personal property acquired or owned by the Commercial Association;

(c) To execute all declarations of ownership for tax assessment purposes and to pay any and all real and personal property taxes, and all other taxes, and other charges or assessments assessed against the Commercial Common Area, unless the same are separately assessed to all or any of the Owners;

(d) To obtain, for the benefit of the Commercial Common Area, all water, gas and electric services, refuse collections, landscape maintenance services and other services, which in the opinion of the Board of Directors of the Commercial Association shall be necessary or proper;

(e) To make such dedications and grant such easements, licenses, franchises or other rights which in its opinion are necessary for street, right-of-way, utility, sewer, drainage and other similar facilities or video services and other similar services over the Commercial Common Area to serve the Property or any part thereof;

(f) To contract for and maintain such policy or policies of insurance as may be required by this Commercial Declaration or as the Board of Directors of the Commercial Association deems necessary or desirable in furthering the purposes of and protecting the interest of the Commercial Association and its Members;

(g) To borrow funds to pay costs of operation secured by assignment or pledge of its rights against delinquent Owners to the extent deemed advisable by the Board of Directors of the Commercial Association;

(h) To enter into contracts for legal, management and accounting services, maintain one or more bank accounts, and generally, to have the powers necessary or incidental to the operation and management of the Commercial Association and the Commercial Common Area;

- (i) If, as and when the Board of Directors of the Commercial Association, in its sole discretion, deems necessary it may take action to protect or defend the Commercial Common Area or other property of the Commercial Association from loss or damage by suit or otherwise;
- (j) To sue and defend in any court of law on behalf of the Commercial Association or one (1) or more Members thereof;
- (k) To establish and maintain a working capital and/or contingency fund in an amount to be determined by the Board of Directors of the Commercial Association;
- (l) To make reasonable rules and regulations for the operation and use of the Commercial Common Area and to amend same from time to time;
- (m) To elect and send two (2) Delegates to the Master Association;
- (n) To make available to each Owner and any individual or entity holding a mortgage or deed of trust on any Estate within ninety (90) days after the end of each fiscal year, an unaudited annual report;
- (o) To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property owned by the Commercial Association, and if the proceeds are insufficient to repair damage or replace lost property owned by the Commercial Association, to assess the Members in proportionate amounts to cover the deficiency as set forth in Section 4.4;
- (p) To provide services for the benefit of Members, including but not limited to security, entertainment, recreation, education and television cable; and
- (q) To delegate its powers and duties to committees, officers or employees as provided in the Bylaws of the Commercial Association, employ a manager or other persons and contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Commercial Association, provided that any contract with a person or entity appointed as a manager or managing agent shall be terminable without cause or not more than thirty (30) days written notice by the Commercial Association and shall have a term of not more than one (1) year with no more than one successive one (1) year renewal period.

## ARTICLE 6 PROPERTY RIGHTS IN THE COMMERCIAL COMMON AREA

**Section 6.1** Members' Easements of Enjoyment. Subject to the provisions of Section 6.3 of this Article, every Member and every tenant of every Member shall have a right and easement of use and enjoyment in and to the Commercial Common Area and such easement shall be appurtenant to and shall pass with the title of every Estate, subject to the provisions hereof.

**Section 6.2** Title to the Commercial Common Area. The Declarant shall dedicate and convey (at such time as any Commercial Common Area shall be created by the Declarant), without consideration, the fee simple title to those portions of the Commercial Common Area owned by the Declarant to the Commercial Association, free and clear of liens and encumbrances other than those created in this Commercial Declaration and such Commercial Common area shall be accepted, in writing, by the Commercial Association.

**Section 6.3** Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Commercial Association to prescribe regulations governing the use, operation and maintenance of the Commercial Common Area.
- (b) Liens of mortgages placed against the Commercial Common Area with respect to monies borrowed by the Commercial Association for the purpose of improving the Commercial Common Area and facilities;
- (c) The right of the Commercial Association to enter into and execute contracts with third parties (including the Declarant, or an affiliate of the Declarant, so long as such contracts do not provide for compensation to the Declarant, or its affiliate, which exceeds compensation which would be paid to an independent third party for such services) for the purpose of providing maintenance or such other materials or services consistent with the purposes of the Commercial Association;
- (d) The right of the Commercial Association to take such steps as are reasonably necessary to protect the Commercial Common Area against foreclosure; and

(e) The right of the Commercial Association, as may be provided in its Bylaws, to suspend the voting rights of any Member for any period during which any Assessment against an Estate owned by such Member remains past due, and for any period not to exceed sixty (60) days for an infraction of its rules and regulations unless the Member in good faith contests such Assessment or rules and regulations.

## ARTICLE 7 INSURANCE; REPAIR AND RESTORATION

**Section 7.1** Insurance. The Commercial Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Commercial Common Area. This insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard.

The Board of Directors of the Commercial Association shall obtain a public liability policy applicable to the Commercial Common Area covering the Commercial Association and its Members for all damages or injury caused by the negligence of the Commercial Association or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least One Million (\$1, 000,000. 00) Dollars.

Premiums for all insurance shall be common expenses of the Commercial Association. The policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

All such insurance coverage obtained by the Board of Directors of the Commercial Association shall be written in the name of the Commercial Association, as trustee, for the respective benefitted parties, as further identified in subparagraph (b), below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Texas and holding a rating of A-1 or better in the Financial Category as established by A.M. Best Company, Inc., if available, or, if not available, the most nearly equivalent rating.

(b) All policies shall be for the benefit of the Owners and their mortgagees, as their interests may appear.

(c) Exclusive authority to adjust losses under policies obtained by the Commercial Association shall be vested in the Commercial Association's Board of Directors; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Commercial Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees, and the insurance carried by the Commercial Association shall be primary.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Denton County, Texas, area.

(f) The Commercial Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

- i. a waiver of subrogation by the insurer as to any claims against the Commercial Association's Board of Directors, its manager, the Owners and their respective tenants, servants, agents, and guests; paying cash;
- ii. a waiver by the insurer of its rights to repair and reconstruct instead of
- iii. that no policy may be cancelled, invalidated, or suspended on account of any one or more individual Owners;
- iv. that no policy may be cancelled, invalidated, or suspended on account of any defect or the conduct of any director, officer, or employee of the Commercial Association or its duly authorized manager without prior demand in writing delivered to the Commercial Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Commercial Association, its manager, any Owner or mortgagee;

- v. that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and
- vi. that no policy may be cancelled or substantially modified without at least ten (10) days' prior written notice to the Commercial Association.

In addition to the other insurance required by this Section, the Board of Directors of the Commercial Association may obtain workmen's compensation insurance, if and to the extent necessary, to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Commercial Association's funds. The amount of fidelity coverage shall be at least the sum of three (3) months assessments plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Commercial Association.

**Section 7.2 Insurance Proceeds.** Proceeds of insurance shall be disbursed by the insurance carrier to the Commercial Association or contractors designated by the Commercial Association as the Board of Directors may direct. The Commercial Association shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Commercial Association, as required in this Article, remaining after satisfactory completion of repair and replacement, shall be retained by the Commercial Association as part of a general reserve fund for repair and replacement of subject property.

**Section 7.3 Insufficient Proceeds.** If the insurance proceeds are insufficient to repair or replace any loss or damage to the Commercial Common Area or the improvements thereon or appurtenant thereto, the Commercial Association may levy a special assessment as provided for an Article 4 of this Declaration to cover the deficiency. If the insurance proceeds are insufficient to repair or replace any loss or damage for which an Owner is bound hereunder, such Owner shall, as his undivided responsibility, pay any excess costs of repair or replacement.

**Section 7.4 Mortgagee Protection.** There may be attached to all policies of insurance against loss or damage by fire and other hazards, a mortgagee's or lender's loss payable clause; provided, however, that amounts payable under such clause to the mortgagee shall be paid to the Commercial Association to hold for the payment of all costs of repair or replacement.

The Commercial Association shall be responsible to hold said monies or to collect additional monies if the proceeds are insufficient to pay for the cost of all repairs or replacements and shall ensure that all mechanics', material and similar liens which may result from said repairs or replacements, are satisfied.

**Section 7.5 Destruction of Improvements on Individual Estates.** In the event of destruction (total or partial) to the improvements on any individual Estate due to fire or any other cause, each Estate Owner covenants and agrees to commence all necessary repairs, reconstruction or complete removal of the damaged improvements within four (4) months of the date that the damage occurs and to diligently continue such repairs, reconstruction or removal until completed within a reasonable time form the commencement of such work. Repairs, reconstruction or complete removal of damaged improvements may be commenced more than four ( 4) months after the date of occurrence of damage if the delays in commencement are caused by factors beyond the reasonable control of the Owner of the damaged improvements. The Board of Directors of the Commercial Association shall not be obligated to enforce the covenants set forth in this Section 7.5.

## ARTICLE 8 USE OF COMMERCIAL COMMON AREA

The Commercial Common Area may be occupied and used as follows:

**Section 8.1 Restricted Actions by Owners.** No Owner shall permit anything to be done on or in the Commercial Common Area which would violate any applicable public law or zoning ordinance or which will result in the cancellation of or increase of any insurance carried by the Commercial Association, or which would be in violation of any law. No waste shall be committed in the Commercial Common Area.

**Section 8.2 Damage to the Common Area.** Each Owner shall be liable to the Commercial Association for any damage to the Commercial Common Area caused by the negligence or willful misconduct of the Owner or his family, guests, pets or invitees.

**Section 8.3 Rules of the Board.** All Owners, tenants and occupants shall abide by any rules and regulations adopted by the Board or Architectural Review Committee. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Commercial Association for all damages and costs, including reasonable attorneys' fees. The Bylaws of the Commercial

Association may also provide for disciplinary procedures which may, at the option of the Board, be implemented to enforce such rules and regulations and to impose penalties for failure to comply with such rules and regulations.

**Section 8.4** Suspension of Right to Use Commercial Common Area and/or Right to Vote. The Board of Directors of the Commercial Association may suspend the right of any Owner, its tenants, guests or licensees to use the Commercial Common Area and/or may suspend the right of any Owner to vote during any period of time that such Owner is in default of its obligations pursuant to this Declaration, the Bylaws or the rules and regulations promulgated by the Board of Directors of the Commercial Association or the Architectural Review Committee, including but not limited to its obligations to pay assessments or to comply with the provisions of this Declaration.

## ARTICLE 9 USE OF PROPERTY AND ESTATES

The Properties (and the improvements situated thereon) shall be constructed, developed, occupied and used as follows:

**Section 9.1** Commercial Use. Each Estate shall be used and occupied for commercial purposes only, and except as herein provided the term "commercial purposes" shall be deemed to specifically prohibit all uses, without limitation, except for the use of an Estate for governmental, professional, office, commercial condominiums, business, business park, eleemosynary, hotels, restaurants, retail sales facilities, banks and financial institutions, research and development facilities and medical facilities, residential condominiums which are part of a mixed use commercial development (and approved by the Architectural Review Committee) or such other uses as are approved by the Board of Directors.

**Section 9.2** Laws and Ordinances. No Owner shall permit anything within Owner's control to be done or kept in any building or on his Estate which would violate any applicable public law or zoning ordinance or which will result in the cancellation of, or increase the premium(s) for, any insurance carried by the Commercial Association, or which would be in violation of any law or any rule or regulation promulgated by the Board. In the event of a conflict between restrictions contained herein and the zoning ordinances of the City of Lewisville, Texas or other applicable political subdivision, the more restrictive shall apply. No waste shall be committed in the Commercial Common Areas;

**Section 9.3** Animals. No animals, livestock or poultry shall be raised, bred or kept in any portion of the Property;

**Section 9.4** Signs. No sign of any kind shall be displayed to the public view on or from any part of the Property except as provided in Article 10, Section 10.14 hereof;

**Section 9.5** Commercial Association Rules and Regulations. All Owners and occupants shall abide by reasonable rules and regulations adopted by the Board pursuant to the provisions of Article 5, Section 5.1(1) hereof. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Commercial Association for all damages and costs, including reasonable attorneys' fees; and

**Section 9.6** Vehicle Storage. Storage or long-term parking (in excess of 24 hours) of campers, boats, trailers or motor homes is prohibited.

**Section 9.7** Dangerous Uses. Dangerous or unsafe uses such as handling, storing or otherwise dealing with explosives is prohibited. No oil, gasoline or flammable liquid should be stored in bulk containers of more than 55 gallons gross capacity except in underground storage tanks.

**Section 9.8** Nuisance. No use or activity shall be conducted on any Estate or in the Commercial Common Areas if the same results in or constitutes a nuisance, including, without limitation, any nuisance resulting from vibration, sound, electromechanical disturbance and radiation, electromagnetic disturbance and radiation, air or water pollution, dust or emission of toxic or odorous nontoxic matter. The Board shall have the right to determine if any use or activity results in or constitutes a nuisance.

**Section 9.9** Offensive Activities. No noxious or offensive activity shall be conducted on any Estate nor shall anything be done thereon which is or may become an annoyance or nuisance to the other Estate Owners. The Board of Directors, in its reasonable discretion, shall determine what constitutes a noxious or offensive activity.

**Section 9.10** Subdividing. Further subdividing of parcels of land or submitting of an application or a request for a zoning change is prohibited without the prior written approval of the Declarant, or after there is no longer any Class B Membership in the Commercial Association, the Architectural Review Committee.

**Section 9.11 Temporary Structures.** No temporary structure, tent, shed, shack or barn of any kind shall be erected or placed upon any Estate. It is provided, however, that Declarant may maintain temporary sales or construction offices, provided such sales or construction offices are removed within sixty (60) days after completion of sales or construction, as the case may be. In addition, Declarant or Owners may conduct their sales and marketing program for the Property from any Estates owned by them and/or from temporary sales building(s) or trailers, and Declarant may also conduct its construction and development operations and activities on the Property and, in connection therewith, do all things reasonably necessary or convenient in order to most expeditiously commence, continue and complete such construction and development operations (specifically including, but not limited to, construction and maintenance of temporary buildings and trailers for storage of construction materials and equipment and open storage of uncovered building materials and equipment. It is further provided that any builder (other than Declarant) employed by an Owner to construct improvements on said Owner's Estate may conduct its construction operations and activities on such Estate and, in connection therewith, do all things reasonably necessary in order to most expeditiously commence, continue and complete such construction operations (specifically including, but not limited to) construction and maintenance of temporary buildings and/or trailers for storage of construction materials and the equipment and open storage of uncovered building materials and equipment in a manner and using temporary buildings and/or trailers, with all such construction operations and storage to be confined solely within the boundaries of the Estate on which such construction is occurring.

**Section 9.12 Drilling and Mining Operations.** No oil drilling, water drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Estate, nor shall oil wells, water wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Estate. No derrick or other structure designed for use in boring for oil, natural gas or water shall be erected, maintained or permitted upon any Estate.

**Section 9.13 Swimming Pools.** No above ground swimming pools shall be permitted except upon the prior written approval of the Architectural Review Committee.

**Section 9.14 External Sculpture and Like Accessories.** All exterior sculpture, fountains, flags and like accessories on the Estates are subject to approval of the Architectural Review Committee.

**Section 9.15 Antennae.** No television, radio or other electronic antenna or device of any type shall be erected, constructed, placed or permitted to remain on any of the Estate or improvements constructed thereon unless and until the same shall have been approved in writing by the Architectural Review Committee.

**Section 9.16 Certificate of Compliance.** No Estate or any other portion of the Property shall be deemed to be improved or altered in compliance with this Article 9 or Articles 10 or 11, hereof until the Architectural Review Committee shall have issued a Certificate of Compliance with these covenants and restrictions to the Owner of such Estate or such other portion of the Property. Such Certificate shall only be issued after completion (as defined by the American Institute of Architects) of the subject commercial improvements and shall be issued or denied within ten (10) business days after the Committee has received a written request for such certification from the Estate Owner. Receipt of such written request for certification shall be confirmed in writing by the Committee and certification shall be deemed given if not denied in writing within said ten (10) business day period.

**Section 9.17 Other Prohibited Uses.** The following uses are prohibited and may not be conducted on any Estate:

- (a) Residential Use of any type unless the prior written approval of the Board of Directors of the Master Association is obtained or unless permitted pursuant to Section 1.23;
- (b) Trailer courts, mobile home parks and recreation vehicle campgrounds; Committee;
- (c) Schools, except as may be approved in writing by the Architectural Review Committee;
- (d) Junk yards and recycling facilities;
- (e) Commercial excavation of building or construction materials, except in the usual course of construction of improvements;
- (f) Distillation of bones;
- (g) Dumping, disposal, incineration or reduction of garbage, sewage, offal, dead animals or refuse;
- (h) Fat rendering,
- (i) Stockyard or slaughter of animals;

- (j) Refining of petroleum or of its products;
- (k) Smelting of iron, tin, zinc or other ores;
- (l) Cemeteries;
- (m) Labor camps and migrant worker camps;
- (n) Jails or honor farms;
- (o) Agricultural uses including animal husbandry,
- (p) Truck terminals;
- (q) Munitions and related manufacturing and storage;
- (r) Manufacturing or warehousing activities, except as may be approved in writing by the Architectural Review Committee; or
- (s) Automobile service or gas stations except as may be approved in writing, by the Architectural Review Committee.
- (t) Churches whose ministry includes radio and television broadcasting facilities unless the prior written approval of the Architectural Review Committee is obtained.
- (u) Radio and television broadcasting facilities unless the prior written approval of the Architectural Review Committee is obtained.
- (v) Outside storage of heavy equipment, other than as may be necessary during construction on the Property.
- (w) Outside storage of vehicles or retail goods offered for sale.
- (x) Automobile collision repair and painting facilities.
- (y) Airports and aircraft storage facilities.
- (z) Halfway houses or other residential treatment facilities.
- (aa) Automobile, heating or jet fuel storage and/or testing facilities.
- (bb) Sexually oriented businesses.
- (cc) Veterinary clinics with outdoor exercise yards.
- (dd) Hatchery, bakers or bottling works facilities.

**Section 9.18** Other Operations and Uses.

(a) Lawful operations and uses which are neither specifically prohibited nor specifically authorized by these restrictions may be permitted in a specific case if operational plans and specifications are submitted to and approved in writing by the Architectural Review Committee. Approval or disapproval of such operational plans and specification shall be based upon the environmental and aesthetic effect of such operations or uses on other portions of the Property subject to these restrictions or upon occupants thereof. If the Architectural Review Committee fails either to approve or to disapprove such operational plans and specifications within thirty (30) days after the same have been submitted to it, it shall be conclusively presumed that the Architectural Review Committee has disapproved said plans and specifications.

(b) Neither the Commercial Association, nor its successors or assigns shall be liable in damages to anyone submitting operational plans and specifications to them for approval or to any Owner or tenant of all or any portion of the Property affected by their decision, by reason of mistake in judgment, negligence of nonfeasance arising out of or in connection with the approval or disapproval or

failure to approve or disapprove any such operational plans and specifications. Every person who submits operational plans and specifications to the Commercial Association for approval covenants and agrees, by submission of such plans and specifications, and every Owner and tenant of any of the Property covenants and agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against the Commercial Association to recover any such damages.

## ARTICLE 10 PROTECTIVE COVENANTS

### Section 10.1 Site Plans.

(a) **Building Coverage.** Building coverage on an Estate will be considered on an individual basis by the Architectural Review Committee when the site plan is, submitted for approval.

(b) **Grading and Drainage.** All structures will be equipped with gutters, downspouts and/or other drainage conveyances. Gutter downspouts shall be at a location and of a material acceptable to the Architectural Review Committee. Conveyance of water from downspouts shall be via underground storm sewers or via concrete flumes or paving. No downspout water will be permitted to be deposited directly onto landscaped areas or into open ditches. All surface drainage, including roof drainage of buildings, shall be designed to conform to the overall drainage of the Property. Neither the Declarant, its successors or assigns, shall be liable for any loss of use of, or damage done to any shrubbery, trees, flowers, improvements, fences, walks, sidewalks, driveways or buildings of any type or the contents thereof on any Estate whatsoever within the Property caused by any water levels, rising waters or drainage waters.

(c) **Setback Lines.** All structures shall comply with the then applicable City of Lewisville zoning code with respect to setback lines. In addition, the setback lines for any structures will be determined by the Architectural Review Committee.

(d) **Exclusions.** The following improvements are expressly excluded from this setback restriction:

- i. Structures below and covered by the ground where such structures will not interfere with provisions for underground utilities.
- ii. Steps, walks, driveways and curbing.
- iii. Planters, walls, fences or hedges, not to exceed 4 feet in height.
  - (1) Landscaping, including landscaped earthen beams.
  - (2) Other improvements approved in writing by the Architectural Review Committee.

(e) **Sidewalks.** All structures will provide for pedestrian access by providing a sidewalk, of a width approved by the Architectural Review Committee, along all street frontages, unless otherwise approved in writing by the Architectural Review Committee. Sidewalks shall be at a location and of a material acceptable to the Architectural Review Committee.

(f) **Setback Variances.** In the event that the Architectural Review Committee determines that a lesser setback is desirable to achieve a special architectural design that is compatible with the character of the surrounding area, then such lesser setback may be allowed if specifically approved in writing by the Architectural Review Committee.

### Section 10.2 Parking.

(a) **Plans.** All plans and specifications submitted to the Architectural Review Committee shall include specific information as to construction materials, construction methods to be used, diagrams of the number, type and configuration of parking spaces necessary, and other information as necessary to show conformity with the standards described herein.

(b) **Excessive Parking Requirements.** No use shall be made of the Property or any building constructed thereon which requires or attracts parking in excess of the capacity of the facilities maintained therefor.

(c) **Certain Requirements Parking areas should:**

- i. Be paved with concrete or other materials approved in writing by the Architectural Review Committee, and shall be curbed and guttered with concrete with specifications subject to and approved by the Architectural Review Committee in writing.

- ii. Be sufficient to accommodate all parking needs for employees, company vehicles, residents and visitors without the use of on-street parking. If parking needs to be increased, additional off-street parking shall be provided by the owner.
- iii. Be located at the sides or rear of buildings. However, where appropriate, parking may be allowed in front of the buildings if setback and landscaping provisions are acceptable to the Architectural Review Committee. Circular drives in front of buildings are permissible if such drives make adequate allowance for parking setback.
- iv. Be provided along the minimum guidelines of the City of Lewisville, Texas unless otherwise approved by the Architectural Review Committee.
- v. Have a maximum grade slope of 10% and a minimum of 1%.
- vi. Be landscaped to provide visual relief. Plans for such landscaping shall be included with plans that must be submitted to the Architectural Review Committee for approval pursuant to Article 11 of the Master Declaration.

**Section 10.3** Driveways. All driveways shall be of a width approved by the Architectural Review Committee and shall be permanently paved, curbed and guttered. The number and location of curb cuts and median cuts shall be determined by the Architectural Review Committee in the exercise of its sole discretion.

**Section 10.4** Landscaping.

(a) Plans. No plans for any building, structure, or other improvements to be erected, placed or altered in or upon any Lot shall be approved by the Architectural Review Committee unless the Architectural Review Committee is satisfied that separate landscaping plans shall subsequently be submitted to the Architectural Review Committee within a time period reasonably satisfactory to the Architectural Review Committee. Such landscape plans must be satisfactory to the Architectural Review Committee and shall include plant material, landscape construction to be installed on the site and complete plans for an underground lawn sprinkler system.

(b) Landscaped Area. Landscaping shall be located in an area adjacent to the street rights-of-way between the street right-of-way and parking areas.

(c) Installation. Landscaping in accordance with the plans submitted and approved by the Architectural Review Committee must be installed within thirty (30) days following the occupancy of the building or as soon as practicable allowing for the seasons of the year, but in no event later than 180 days following initial occupancy of the building.

(d) Landscape Treatment. Landscape treatment of the site shall be in the form of grass lawns and ground covers, shade trees in parking areas, street trees, plantings in the areas used as dividers and in any areas of limited use. Landscaping shall be used to mark entrance points and parking areas. It shall be used to shield or define service areas and property divisions and to enhance building scale and forms. All Landscaping shall be adequately maintained and replaced as necessary, unless approved in writing by the Architectural Review Committee.

(e) Sprinkler System. An underground lawn sprinkler system shall be installed in all landscaped areas.

(f) Ground Cover. All sites shall contain ground cover (preferably properly maintained grass) along the front of each property between the street curb and the property.

(g) Undeveloped Property. On property held for future development, the owner must install grass or ground cover adjacent to the street a minimum of 30 feet in from the curb and shall maintain this property per the maintenance requirements of the Master Declaration.

(h) Sight Lines. Landscape treatment shall not interfere with sight line requirements at street or driveway intersections.

(i) Review. All landscaping treatments, including vegetation types, sizes and spacing; and berm location, height and slope, shall be subject to the review and approval of the Architectural Review Committee.

(j) Sculpture. Etc. All exterior sculpture, fountains and like accessories to be placed on any Lot are subject to approval of the Architectural Review Committee.

### **Section 10.5** Screening; Garbage, Trash and Service Facilities.

(a) Screening and Maintenance. Storage areas, incinerators, storage tanks, trucks based on the premises, roof objects (including fans, vents, cooling towers, skylights and all roof-mounted equipment which rises above the roof line), trash containers and maintenance facilities, shall either be housed in closed buildings or otherwise completely screened from public view in a manner and at a location approved in writing by the Architectural Review Committee. Such screening would normally include landscaping or permanent fences of solid materials and be located as far from Estate boundary lines as reasonably possible.

If, after ten (10) days' prior written notice, an Owner shall fail to: (i) remove trash, rubble, building and construction debris; or (ii) exercise reasonable care or conduct to prevent or remedy a dangerous, unclean, untidy or unsightly condition, then the Commercial Association shall have the authority and right to go onto said Estate for the purpose of cleaning said Estate and/or correcting said condition and shall have the authority and right to assess (in accordance with Section 4.5 of Article 4 hereof) and collect from the Owner of said Estate the amount so expended by the Commercial Association in connection with cleaning said Estate on each respective occasion of such cleaning and/or correction. The assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each Estate against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, shall also be the continuing personal obligation of the person who was the Owner of such Estate at the time when the assessment occurred. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage existing prior to the assessment date and to any renewals or extensions of such mortgage.

(b) Review. A plan showing the location and screening of all exterior utility meters, transformers and other exterior mechanical equipment must be approved by the Architectural Review Committee.

### **Section 10.6** Loading Docks and Areas.

(a) Location. Loading docks and areas shall not be located on the street side of any building or structure, except that the Architectural Review Committee may approve such location in writing (subject to express screening requirements) on one side of corner buildings or structures.

(b) Setbacks. Loading areas may not encroach setback areas, except that the Architectural Review Committee may approve such encroachment in connection with the approval of street side loading areas for corner buildings as described in the preceding paragraph.

(c) Screening. Loading docks and areas shall be screened in a manner approved in writing by the Architectural Review Committee considering such things as location (street side or rear) and views from adjacent and nearby properties.

**Section 10.7** Exterior Illumination. All exterior lighting shall be designed, altered and maintained in accordance with plans and specifications submitted to and approved in writing by the Architectural Review Committee. Lighting shall be compatible and harmonious throughout the entire development and shall be in keeping with the specific function and building type served. All exterior illumination shall be from non-apparent or concealed sources.

**Section 10.8** Building Design. The objective in building standards is to obtain consistency and quality in architectural design to protect and enhance values in the Property. In order to maintain consistency, yet permit interest and variety and the use of new materials as they may develop, all architectural designs, including those for alterations, additions, or remodeling, are subject to review and approval of the Architectural Review Committee. Buildings should be considered as three dimensional objects and attention should be given to the compatible treatment of all exterior surfaces.

**Section 10.9** Construction Standards. All commercial structures shall meet the following standards, except as may be modified by the Architectural Review Committee:

(a) Exterior Building Materials. Exterior building materials and colors should conform to the Design Guidelines and must be approved by the Architectural Review Committee.

(b) Foundations. The foundation system shall be designed by a registered professional engineer based on recommendations given in a soils report prepared by a soils engineering firm. The soils investigation and analysis, and the design of the foundation system, shall be made by registered professional engineers and submitted to the Architectural Review Committee for approval. No excavation shall be made except in conjunction with construction of an improvement. When such improvement is completed, all exposed openings shall be back filled and graded.

- (c) Roofs. The building roof design, construction and height shall be approved in writing by the Architectural Review Committee.
- (d) Fences. No fence, wall or hedge shall be erected, placed or altered on any Estate without the approval of the Architectural Review Committee.
- (e) Utilities.
- i. Improvements situated on an Estate shall be connected to the water and sewer lines as soon as practicable after same are available at the Estate line. No privy, cesspool or septic tank shall be placed or maintained upon or in any Estate. The installation and use of any propane, butane, LP Gas or other gas tank, bottle or cylinder of any type, shall require the prior written approval of the Architectural Review Committee.
  - ii. A general utility plan for the construction and installation of all utility and other services, including, but not limited to, water, sanitary sewer, storm sewer, electric, telephone, cable and gas services must be submitted to the Architectural Review Committee for approval prior to installation.
  - iii. Except as to special street lighting or other aerial facilities which may be required by the City of Lewisville, Texas or other governing body or which may be required by any utility company or which may be installed by the Declarant pursuant to its development plan, no aerial utility facilities of any type (except meters, risers, service pedestals, transformers and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed on the Property whether upon individual Estates, easements, streets, or rights-of-way of any type, either by the utility company or any other person or entity, including, but not limited to, any person owning or acquiring any part of the Property, and all utility service facilities (including, but not limited to, water, sewer, gas, electricity and telephone) shall be buried underground unless otherwise required by the City of Lewisville, Texas, or other governing body, or a public utility. All utility meters, equipment, air conditioning compressors, air conditioning and heating units and similar items must (to the extent reasonably practicable) be visually screened and located in areas not visible from Estates or improvements constructed thereon or adjacent Estates.
- (f) Paint. All painted improvements and other painted structures on each Estate shall be repainted by the Owner thereof at his sole cost and expense as often as is reasonably necessary to insure the attractiveness and aesthetic quality of such Estate or improvements. The approval of the Architectural Review Committee otherwise required for improvements under Article 10, shall not be required for such repainting so long as neither the color nor the arrangement of the colors of any improvements, nor the color of any paint is altered.
- (g) Construction Period. Once commenced, construction shall be diligently pursued to the end that it may not be left in a partly completed condition any longer than reasonable necessary.
- (h) Signs. The location and design of all signs must be approved in writing by the Architectural Review Committee and should conform to the Design Guidelines promulgated by the Architectural Review Committee.
- (i) Miscellaneous Construction Standards.
- i. Roof top equipment, piping, flashing and other items exposed to any view on the building roof, if approved by the Architectural Review Committee, shall be painted to match the roof surface color, or otherwise blend in with the roof surface.
  - ii. Each kitchen facility within a commercial building or complex of buildings shall contain a water flushing garbage grinding disposal.
  - iii. Each commercial building, complex of buildings, or separate commercial business enterprises shall have a trash compactor on the premises adequate to handle the trash and waste items generated, manufactured, or acquired thereon by such commercial activities. The sorting, handling, moving, storing, removing, and disposing of all such waste materials must be housed or screened in a manner approved in writing, by the Architectural Review Committee. All facilities and plans for the disposal of wastes other than by public sewage methods (such as shredding, compaction, incineration, reclamation, or chemical dissolution) must be approved in writing by the Architectural Review Committee.

**Section 10.10 Easements, Utilities.** Easements and access easements for the installation and maintenance of utilities are reserved as shown on various recorded subdivision plats covering the Property or portions thereof. Temporary construction easements are further reserved across the Property to permit the development work to be performed by or on behalf of the Declarant. Easements for ingress and egress are reserved as shown on various recorded subdivision plats covering the Property or portions thereof.

**Section 10.11 Community Antenna Television (CATV) and Security Systems.**

(a) **CATV System.** There shall be incorporated into any and all commercial structures a basic CATV System described and installed according to guidelines established by the Declarant and enforced by the Architectural Review Committee. Cable service shall be extended inside the structure to each level or floor and shall be connected to the system operated by the Declarant.

(b) **Fire and Burglar Alarms.** There shall be incorporated into any and all commercial structures a fire protection system designed and installed according to guidelines established by the Declarant and enforced by the Architectural Review Committee. This system shall be capable of adding an alarm communications interface capable of transmitting fire and burglar alarm signals. In conjunction with this alarm system, all exterior openings shall be pre-wired.

ALL OWNERS, TENANTS, GUESTS AND INVITEES OF ANY ESTATE OR ESTATE OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE DECLARANT, COMMERCIAL ASSOCIATION AND ITS BOARD OF DIRECTORS, THE MASTER ASSOCIATION AND ITS BOARD OF DIRECTORS AND THE ARCHITECTURAL REVIEW COMMITTEE DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM OR BURGLAR ALARM SYSTEM DESIGNED OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE DECLARANT OR THE ARCHITECTURAL REVIEW COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT THE FIRE PROTECTION AND BURGLAR ALARM SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE AND THAT THE AFORESAID FIRE PROTECTION AND BURGLARY ALARM SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS INSTALLED OR INTENDED. EACH OWNER, TENANT, GUEST OR INVITEE OF AN ESTATE OR AN ESTATE OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE DECLARANT, THE AFORESAID ASSOCIATIONS, BOARDS OF DIRECTORS AND ARCHITECTURAL REVIEW COMMITTEE ARE NOT AN INSURER AND THAT EACH OWNER, TENANT, GUEST AND INVITEE ASSUME ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, ESTATES OR TO THE CONTENTS OF ESTATES AND FURTHER ACKNOWLEDGE THAT DECLARANT, THE AFORESAID ASSOCIATIONS, BOARDS OF DIRECTORS AND ARCHITECTURAL REVIEW COMMITTEE HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO THE FIRE AND BURGLAR ALARM SYSTEMS DESCRIBED IN THIS SECTION 10.11(b).

(c) **Metering.** There shall be designated by the Owner or his representative, in conjunction with the technical representative of the Declarant, a specific single location within the commercial structure as the point of concentration for outputs from utility meter devices serving the unit. The Owner shall have the responsibility to insure that wiring is extended from the location at which utility meters are set to this designated location.

(d) **Waiver.** The Architectural Review Committee shall have the right to waive the foregoing requirements of Section 10.11 on a building-by-building basis or issue blanket waivers for particular tracts.

**ARTICLE 11  
ARCHITECTURAL REVIEW COMMITTEE**

The Architectural Review Committee (herein so called) of the Master Association shall function as the representative of the Owners of the Estates for the purposes set forth herein and in the Master Declaration as well as for all the purposes consistent with the creation and preservation of first-class commercial developments. All references in this Commercial Declaration to the Architectural Review Committee are references to the Architectural Review Committee created and governed by the terms and provisions of the Master Declaration and such Committee shall function as the Architectural Review Committee for all of the Property covered by this Commercial Declaration and all other property brought under the scheme of this Declaration. The Architectural Review Committee will have authority to grant variances to the standards required in Article 10 if it believes the variances are consistent with the quality development.

**ARTICLE 12  
MORTGAGEE PROTECTION**

**Section 12.1 Priority of Mortgage.** Notwithstanding any other provision of this Commercial Declaration, it is hereby provided that a breach of any of the conditions contained in the Declaration by any Owner or of any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to an Estate or any part thereof. Any lien which the Commercial Association may have on any Estate for the payment of Assessments attributable to such Estate will be subordinate to the

lien or equivalent security interest of any first mortgage on the Estate recorded prior to the date any such Assessments became due and prior to the date written notice of such Assessments was recorded in the appropriate real property records of Denton County, Texas.

**Section 12.2** Notices to Institutional Lenders. All institutional lenders holding first mortgages on an Estate, or portion thereof, shall be given notice of the following events if they deliver to the Commercial Association a written request that they receive such notices, together with a complete and accurate description of the Estate securing their mortgage and an accurate address for such lender:

(a) Notice of Owner's Default. The institutional holder or a first mortgage on any Estate shall be given written notice by the Commercial Association of any default by any Owner of such Unit in the performance of an obligation set forth in this Declaration which is not cured within 60 days.

(b) Notice of Change in Declaration. Each institutional lender holding a first mortgage shall be given 10 days written notice by the Commercial Association prior to the effective date of any change in the Declaration.

**Section 12.3** Financial Information. Upon written request to the Commercial Association, any institutional lender holding a first mortgage is entitled to: (a) inspect the books and records of the Commercial Association during normal business hours; and (b) receive an annual financial statement of the Commercial Association.

## ARTICLE 13 EASEMENTS

**Section 13.1** Easements. Easements, licenses, franchises or other similar permits for installation, maintenance, repair and removal of utilities, public rights-of-way and drainage facilities and flood way easements and video services, cable television services, security services, communication services, fire protection services and other similar services over, under and across the Property are reserved by Declarant for itself, its successors and assigns, as specifically set forth on recorded plats of the Property, portions thereof or as set forth in other documents of record in the Deed Records of Denton County, Texas. In addition, the Declarant hereby reserves to itself, its successors and assigns, easements for installation, maintenance and repair and removal of utilities and drainage facilities and video services, cable television services, security services, communication services, fire protection services and other similar services, such easements to be located between the right-of-way lines of public roads and streets and building set back lines from such public rights-of-way, such easements in no event to exceed fifteen feet (15') in width as measured from such right-of-way line. In any event such easements shall be contiguous to the right-of-way lines. Full right of ingress and egress shall be had by Declarant at all times over the Property to the extent reasonably necessary for the installation, operation, maintenance, repair or removal of any utility or drainage facility contained within any of the aforesaid easements. Full right of ingress and egress shall also be had by Declarant at all times over the Property as may be reasonably required to remove any obstruction that may be placed in such easements without the approval of the Declarant or the owner of the relevant easement, where such unauthorized obstruction would constitute interference with the use of such easement or with the use, maintenance, operation or installation of such utility or other services, as aforesaid. In no event shall the foregoing prohibit paving or landscaping within such easements. Declarant shall have the right to assign and convey, in whole or in part, the easements reserved by it hereunder to one or more public utility companies, quasi-public service companies, or relevant governmental authorities. All utilities and services installed within the aforesaid easements shall be installed underground. Full rights of ingress and egress shall be had by Declarant and its successors and assigns at all times over the Property for the installation, operation, maintenance, repair or removal of any utility or service together with the right to remove any obstruction that may be placed in the aforesaid easements that would constitute interference with the use of the aforesaid easements, or with the use, maintenance, operation or installation of such utility or service.

**Section 13.2** Ingress and Egress by the Commercial Association. Full rights of ingress and egress shall be had by the Commercial Association at all times over and upon each Estate for the maintenance and repair of each Estate in accordance with the provisions hereof, and for the carrying out by the Commercial Association of its functions, duties and obligations hereunder; provided, that any such entry by the Commercial Association upon any Estate shall be made with as little inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Commercial Association at the expense of such Association.

## ARTICLE 14 CONDEMNATION

In the event of taking by eminent domain of any part of the Commercial Common Area, the Commercial Association shall participate in the negotiations, agreements and settlements with the condemning authority or the court. The award or proceeds of settlement shall be payable to the Commercial Association for the use and benefit of the Owners.

## ARTICLE 15 GENERAL PROVISIONS

**Section 15.1** Duration. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Commercial Association and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty-five (35) years from the date that this Declaration is recorded in the office of the County Clerk of Denton County, Texas, after which time said Covenants and Restrictions shall be automatically extended for successive periods often (10) years unless an instrument is signed by the Members entitled to cast sixty-seven percent (67%) of the votes of the Commercial Association in the aggregate, regardless of class, and has been recorded in the Deed Records, Denton County, Texas, agreeing to abolish the same Covenants, Conditions and Restrictions in whole or a substantial portion thereof; provided, however, that no such agreements to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

**Section 15.2** Amendments. Notwithstanding Section 15.1 of this Article, these Covenants and Restrictions may be amended and/or changed in part as follows:

(a) during the ten (10) year period immediately following, the date of recordation of the Covenants and Restrictions, the Declarant may amend or change these Covenants and Restrictions with the consent of at least fifty-one percent (51%) of the outstanding votes of all Members of the Commercial Association, regardless of class;

(b) in all other situations, these Covenants and Restrictions may be amended or changed upon the express written consent of at least fifty-one percent (51%) of the outstanding votes of each membership class of the Commercial Association.

Notwithstanding subsections (a) and (b) above, the Declarant may execute and record amendments to this Declaration without such consent or approval if the amendment is for the purpose of correcting technical errors or for clarification only. Any and all amendments, if any, shall be recorded in the office of the County Clerk of Denton County, Texas.

**Section 15.3** Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by these covenants; and failure by the Commercial Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Architectural Review Committee, Declarant and/or the Commercial Association shall also have the right, but not the obligation, to enforce these covenants and restrictions in accordance with the provisions set forth within this Declaration.

**Section 15.4** Limitation of Restrictions on Declarant. Declarant is undertaking, the work of developing land for commercial purposes and incidental improvements upon the Property. The completion of that work and the sale or other disposal of such developed land is essential to the establishment and welfare of said Property as a commercial development. In order that said work may be completed and said Property be established as a fully occupied commercial development as rapidly as possible, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, its contractors, or subcontractors from doing to the Property, whatever is reasonably necessary or advisable in connection with the completion of said work; or

(b) Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Property, such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said Property as a commercial development and disposing of the same in parcels by sale, lease, or otherwise; or

(c) Prevent Declarant from conducting on any part of the Property such business or completing said work; or

(d) Prevent Declarant from maintaining such sign or signs on any of the Property as may be necessary for the sale, lease or disposition thereof, provided, however, that the maintenance of any such sign shall not unreasonably interfere with the use by any Owner of his Estate.

The foregoing limitations of the application of the restrictions to Declarant shall terminate upon the sale of Declarant's entire interest in the Property.

Any action taken by Declarant pursuant to any provision of this Section will not unreasonably interfere with the Owner's rights and use of his Estate.

**Section 15.5** Termination of and Responsibility of Declarant. If Declarant should convey all of its right, title and interest in and to the Property to any partnership, individual or individuals, corporation or corporations, then and in such event Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

**Section 15.6** Owners' Compliance. Each Owner, tenant or occupant of an Estate shall comply with the provisions of this Declaration, and to the extent they are not in conflict with the Commercial Declaration, each Owner, tenant or occupant of an Estate shall comply with the decisions and resolutions of the Commercial Association, Architectural Control Committee or either one's duly authorized representative, and an Owner's, tenant's or occupant's failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due, for damages and/or fines, or for injunctive relief.

All agreements and determinations lawfully made by the Commercial Association in accordance with the voting procedures established herein shall be deemed to be binding on all Owners of Estates, their successors and assigns.

**Section 15.7** Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

**Section 15.8** Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

**Section 15.9** Notices to Member or Mortgagee. Except as hereinafter set forth, notice required to be given to any Member or Mortgagee under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as Member or Mortgagee on the records of the Commercial Association at the time of such mailing. In the event that there are multiple Members or multiple mortgagees with respect to a single Estate the Commercial Association shall be obligated to send notice to only one (1) of the multiple Members and one (1) of the multiple mortgagees. Notice to one shall be deemed to be notice to all multiple members and mortgagees may designate one (1) of their group as the person entitled to notice by so notifying the Commercial Association in writing of such person and the address thereof, but if no such person is designated the Commercial Association may notify any one (1) of such multiple Members or multiple mortgagees. Notices of past due assessments, of the intention to institute any of the punitive provisions hereof, of any sanctions to be imposed hereunder or of any violations of this Commercial Declaration shall be sent to the affected person or entity by certified mail, return receipt requested and addressed as aforesaid.

**Section 15.10** Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or the Commercial Association's Articles of Incorporation and Bylaws, shall be determined by the Commercial Association's Board of Directors, whose reasonable determination shall be final and binding upon all Owners.

IN WITNESS WHEREOF, Castle Hills Development Corporation being the Declarant herein, has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**CASTLE HILLS DEVELOPMENT CORPORATION**

By:           C.R. Bright            
Chris R. Bright, President

**BRIGHT FARM PARTNERSHIP**

By:           C.R. Bright            
Chris R. Bright, Managing Partner

**HRB FARM, LTD.**

By: Castle Hills Development Corporation, Managing General Partner

By:           C.R. Bright            
Chris R. Bright, President

**CH TOWNHOMES, INC.**

By:           C.R. Bright            
Chris R. Bright, President

STATE OF TEXAS  
COUNTY OF Dallas

This instrument was acknowledged before me on the 26<sup>th</sup> day of May, 2004 by Chris R. Bright, President of Castle Hills Development Corporation, a Texas corporation.

Jennifer Dunn Polansky  
Notary Public, State of Texas

My Commission Expires:  
2-20-08



STATE OF TEXAS  
COUNTY OF Dallas

This instrument was acknowledged before me on the 26<sup>th</sup> day of May, 2004 by Chris R. Bright, Managing Partner of Bright Farm Partnership, a Texas partnership.

Jennifer Dunn Polansky  
Notary Public, State of Texas

My Commission Expires:  
2-20-08



STATE OF TEXAS  
COUNTY OF Dallas

This instrument was acknowledged before me on the 26<sup>th</sup> day of May, 2004 by Chris R. Bright, President of Castle Hills Development Corporation, a Texas corporation, General Partner of HRB Farm, Ltd., a Texas limited partnership.

Jennifer Dunn Polansky  
Notary Public, State of Texas

My Commission Expires:  
2-20-08



STATE OF TEXAS

COUNTY OF Dallas

SECTION

This instrument was acknowledged before me on the 26<sup>th</sup> day of May, 2004 by Chris R. Bright, President of CH Townhomes, Inc., a Texas corporation.

Jennifer Dunn Polansky  
Notary Public, State of Texas

My Commission Expires:

2-20-08



After recording return to:  
Vicki Vaughn Fruse  
Bright + Co.  
4228 W. Central Expressway Ste. 300  
Ft. Worth, Texas 75206

**EXHIBIT "B"**

Being all of the 2,628 acre tract of land situated in Denton County known as the Denton County Fresh Water Supply District No.1 as described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas.

**CORRECTION  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE COMMERCIAL AREA OF CASTLE HILLS**

THIS CORRECTION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE COMMERCIAL AREA OF CASTLE HILLS is made this **26<sup>th</sup> day of May, 2004**, by CASTLE HILLS DEVELOPMENT CORPORATION, a Texas corporation ("Declarant") and BRIGHT FARM PARTNERSHIP, a Texas Partnership, HRB FARM, LTD., a Texas Limited Partnership and CH TOWNHOMES, INC., a Texas corporation ("Landowners").

**WITNESSETH:**

WHEREAS, Declarant and Landowners are the fee simple title owners of the real property described on **Exhibit "A"** attached hereto and made a part hereof for all purposes; and

WHEREAS, Declarant and Landowners desire to subject their fee simple title in the real property described on **Exhibit "A"** to this Commercial Declaration and to the covenants, conditions, restrictions, easements, liens and charges herein set forth; and

WHEREAS, Declarant and Landowners have deemed it desirable for the efficient management of the Property and the preservation of the value, desirability and attractiveness of the Property to create a non-profit corporation to which should be delegated and assigned the powers of managing, maintaining and administering the Commercial Common Area and administering and enforcing these covenants, conditions and restrictions and collecting and distributing funds pursuant to the assessments and charges herein created and to perform such other acts as shall generally benefit the Property; and

WHEREAS, the Castle Hills Commercial Association, Inc., a non-profit corporation, is being incorporated under the laws of the State of Texas for the purpose of exercising the powers and functions aforesaid; and

WHEREAS, Declarant and Landowners will hereafter hold and convey title to the Property or any part thereof subject to the covenants, conditions, restrictions, easements, liens and charges herein set forth.

WHEREAS, the original Commercial Declaration was recorded on June 7, 2004 as Document No. 2004-73346 in the Real Estate Records of Denton County, Texas.

WHEREAS, the original Commercial Declaration failed to attach **Exhibit "A."**

NOW, THEREFORE, Declarant and Landowners hereby covenant, agree and declare that the Property shall be owned, held, transferred, leases, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, liens and charges herein set forth and hereby execute this document as a correction instrument for the original Commercial Declaration.

**ARTICLE 1  
DEFINITIONS**

**Section 1.1** "Architectural Review Committee", "Architectural Committee" or "Committee" shall mean and refer to that committee composed of three (3) members appointed in the manner set forth in the Master Declaration which committee is appointed to provide for architectural control and design within the Property and to have and exercise such other powers and/or duties as are more specifically set forth in this Commercial Declaration and in the Master Declaration.

**Section 1.2** "Articles of Incorporation" shall mean the Articles of Incorporation of the Commercial Association as the same may from time to time be duly amended.

**Section 1.3** "Assessments" shall mean the assessments described in Section 4.1 of Article 4 of this Commercial Declaration.

**Section 1.4** "Bylaws" shall mean the Bylaws of the Commercial Association as the same may from time to time be duly amended.

**Section 1.5** "Certificate of Occupancy" shall mean any required certification issued by relevant governmental authorities as a prerequisite to the occupancy of all or any portion of any Estate. If a Certificate of Occupancy is not required to be issued for a structure to be occupied, any reference in this Declaration to issuance of a Certificate of Occupancy shall be deemed to be satisfied by the actual occupancy of the structure.

**Section 1.6** "Commercial Association" shall mean the Castle Hills Commercial Association, Inc., a not-for-profit corporation, incorporated under the laws of the State of Texas, its successors and assigns, to which Commercial Association shall be delegated and assigned the powers of managing, maintaining and administering the Commercial Common Area and disbursing funds, collecting assessments and charges and performing such other acts as shall generally benefit the property now or hereafter covered by this Commercial Declaration.

**Section 1.7** "Commercial Common Area" shall mean all real property and the improvements thereon, including, without limitation, any private storm drains, private streets, private utilities, private parks, open space, trails and floodways owned in fee, owned as an easement or leased or maintained from time to time by the Commercial Association for the common use, enjoyment and benefit of the Members, and all easements granted to the Commercial Association for the common use, enjoyment and benefit of the Members and which Commercial Common Area is specifically described in any Supplemental Commercial Declaration. Any real property or interest in real property which Declarant shall convey to the Commercial Association to be designated Commercial Common Area shall be accepted in writing by the Commercial Association and shall be conveyed free of all liens and encumbrances except current ad valorem taxes and government assessments (which taxes and governmental assessments shall be prorated as of the date of conveyance) and the covenants, conditions, restrictions, easements, liens and charges of this Commercial Declaration.

As of the date of this Commercial Declaration there is no real property or easement designated as Commercial Common Area, however, certain real property or easements may be designated as such by Declarant or the Commercial Association at a later date.

**Section 1.8** "Commercial Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for the Commercial Area of Castle Hills.

**Section 1.9** "Commercial Use" shall mean any governmental, professional, office, hotel, motel, business, business park, commercial, educational, entertainment, sports, trade, industrial, retail, financial, or medical use, and any use other than Residential Use.

**Section 1.10** "Condominium Building" shall mean a commercial real estate condominium project (which may have mixed uses, i.e. commercial, retail and residential) composed of one or more structures erected on a lot, tract or parcel of real estate out of or a part of the Property containing two (2) or more Condominium Units, which project has been specifically created and designated as a condominium in accordance with Chapter 82 of the Texas Property Code, as amended. It is intended that condominium projects for residential use shall be a part of the Residential Association. However, a condominium project containing both commercial and residential condominiums may be designated by Declarant to be part of the Commercial Association or Residential Association, but not both.

**Section 1.11** "Condominium Unit" shall mean one (1) individual condominium unit, for which unit a certificate of occupancy has been issued by the appropriate governmental authorities and which unit is located within a Condominium Building, together with an undivided interest in and to the common elements associated with such unit.

**Section 1.12** "Declarant" shall mean and refer to Castle Hills Development Corporation.

**Section 1.13** "Delegates" shall mean the two (2) individual persons elected by the Board of Directors of the Commercial Association to represent the Commercial Association with respect to matters coming before the Master Association as set forth herein, in the Master Declaration and in the Articles of Incorporation and Bylaws of the Master Association. Delegates shall be at least twenty years of age and need not be a member of the Commercial Association or the Master Association.

**Section 1.14** "Design Guidelines" shall mean standards, restrictions or specifications published from time to time by the Architectural Review Committee and governing the construction, placement, location, alteration, maintenance or design of any improvements to the Property. Design Guidelines are more specifically described in Article 11 of the Master Declaration.

**Section 1.15** "Estate" shall mean a Condominium Unit, Tract or any other interest in real property contained within the Property, the ownership of which, by the terms of this Declaration, causes the Owner thereof to be a Member of the Commercial Association.

**Section 1.16** "Master Association" shall mean the Castle Hills Master Association, Inc., a not-for-profit Texas Corporation composed of the Declarant, the Members of the Residential Association and Members of the Commercial Association, all of such Members and the Declarant being represented before the Master Association and voting through their respective Delegates to the Master Association.

**Section 1.17** "Master Common Area" shall mean the Master Common Areas as defined and described in the Master Declaration and any Supplemental Declaration to the Master Declaration.

**Section 1.18** "Master Declaration" shall mean that certain Master Declaration of Covenants, Conditions and Restrictions for Castle Hills recorded by Declarant in the office of the County Clerk of Denton County, Texas in Volume 4078, Page 1090, as amended and supplemented from time to time. The Property shall automatically be subject to the Master Declaration.

**Section 1.19** "Member" or "Owner" shall mean each and every person or entity who is alone or together with another person or entity a record title owner of a fee or undivided fee interest in any Tract, Condominium Unit or any lot, tract or parcel of real estate out or part of the Property; provided, however, the term "Member" or "Owner" shall not include any person or entity holding a bona fide lien or security interest in a Lot, Tract, Condominium Unit or any lot, tract or parcel of real estate out of or a part of the Property as security for the performance of an obligation.

**Section 1.20** "Property" shall mean all existing real property, described on **Exhibit "A"** attached hereto and made a part hereof for all purposes including any and all improvements thereon, and any additions of real property, as are subject to this Commercial Declaration, or any Supplemental Commercial Declaration prepared and filed of record pursuant to the provisions of Article 2 of this Commercial Declaration or any declaration of any association which has merged or consolidated with the Commercial Association pursuant to the provisions of Article 2 hereof.

**Section 1.21** "Residential Association" shall mean and refer to the Castle Hills Residential Association, Inc., a not-for-profit corporation, incorporated under the laws of the State of Texas, its successors and assigns.

**Section 1.22** "Residential Declaration" shall mean that certain Declaration of Covenants, Conditions and Restrictions for Castle Hills- Phase I recorded in Volume 4078, Page 01041, Real Estate Records of Denton County, Texas, as amended and supplemented from time to time.

**Section 1.23** "Residential Use" shall mean single family detached and attached housing, apartments, residential condominiums and duplex housing uses but shall not include prefabricated housing, model homes, hotels, motels, boarding houses or lodges, but a Condominium Unit within a Condominium Building, as defined in Section 1.10, shall not be considered a Residential Use under this Declaration even when used as a residence.

**Section 1.24** "Supplemental Commercial Declaration" shall mean any Supplemental Declaration of Covenants, Conditions and Restrictions for the Commercial Area of Castle Hills annexing additional property and extending the plan of this Commercial Declaration to such additional property, prepared and filed of record pursuant to the provisions of Article 2 of this Commercial Declaration.

**Section 1.25** "Tract" shall mean subdivided or unsubdivided, improved or unimproved land within the Property, developed or to be developed for Commercial Use.

## ARTICLE 2 PROPERTY

**Section 2.1** Property Subject to Commercial Declaration. The real property covered by this Commercial Declaration shall be the Property. The Property and any right, title or interest therein shall be owned, held, transferred, leased, sold, conveyed and/or occupied by Declarant and Landowners and any subsequent owner, lessee or occupant of all or any part thereof, subject to this Commercial Declaration and the covenants, conditions, restrictions, easements, liens and charges herein set forth.

**Section 2.2** Annexation to Property Subject to Commercial Declaration by Declarant. All or any part of the real property described in **Exhibit "B"** (the "Additional Property"), whether or not such real property is contiguous to the Property, may be annexed to, and become subject to, this Commercial Declaration and subjected to the jurisdiction of the Commercial Association without the approval, assent or vote of the Commercial Association or its Members, provided that a Supplemental Commercial Declaration covering the real property sought to be annexed, shall be executed and recorded in the office of the County Clerk of Denton County, Texas, by Declarant; provided, however, no Supplemental Commercial Declaration shall be so executed and recorded by Declarant pursuant to this Section more than thirty (30) years subsequent to the recordation of this Commercial Declaration. No Additional Property which is subject to the Residential Declaration, either on the date hereof, or in the future, may be annexed to and become subject to, this Commercial Declaration. The execution and recordation by Declarant of any such Supplemental Commercial Declaration shall constitute and effectuate the annexation of the real property described therein, making any such real property subject to this Commercial Declaration and subject to the functions, powers and jurisdiction of the Commercial Association, and thereafter said annexed real property shall be a part of the Property and all the Owners in said annexed real property shall automatically be Members of the Commercial Association. Although Declarant shall have the ability to annex the Additional Property to this Commercial Declaration, Declarant shall not be obligated to annex all or any portion of such real property and such real property shall not become subject to this Commercial Declaration unless and until a Supplemental Commercial Declaration shall have been executed and recorded by Declarant as provided herein. Moreover, Declarant reserves the right to subject the Additional Property or any part thereof to the plan of one or more separate declarations of covenants, conditions and restrictions which subjects said real property

to the functions, powers and jurisdiction of an association or other entity with powers and obligations similar to the Commercial Association and which may or may not be subject to the provisions of this Commercial Declaration. Property which has become subject to the Residential Declaration may not be annexed into the Commercial Declaration.

**Section 2.3** Annexation to Property Subject to Commercial Declaration by Persons or Entities Other Than Declarant. Upon approval in writing of the Commercial Association, pursuant to the two-thirds (2/3) majority vote of all Members, regardless of class, or the written assent of such Members, any person or entity which owns and desires to add portions of the Additional Property (as defined in Section 2.2, above), may execute and record in the office of the County Clerk of Denton County, Texas, a Supplemental Commercial Declaration, whether or not such Additional Property is contiguous to the Property, to the plan of this Commercial Declaration and subject such Additional Property to the functions, powers and jurisdiction of the Commercial Association.

**Section 2.4** Supplemental Commercial Declarations. The annexations authorized by this Commercial Declaration shall be accomplished by executing and filing of record in the office of the County Clerk of Denton County, Texas, a Supplemental Declaration of Covenants, Conditions and Restrictions for the Commercial Area of Castle Hills, or similar instrument, with respect to the additional real property which shall extend the scheme of this Commercial Declaration to such real property. Any such Supplemental Commercial Declaration contemplated above may contain such additions, deletions and/or modifications of the covenants, conditions, restrictions, easements, liens and charges contained in this Commercial Declaration as may be necessary to reflect the different character, if any, of such annexed real property and as are not substantially inconsistent with the plan of this Commercial Declaration. In no event, however, shall any such Supplemental Commercial Declaration, or any merger or consolidation revoke, modify or add to the covenants, conditions, restrictions, easements, liens or charges established by this Commercial Declaration, as same rate to and affect that portion of the Property previously subject to this Commercial Declaration. Further, the rate of assessment for and method of determining the assessed valuation of the annexed property shall not result in an assessment substantially less than that affecting the Property, unless such annexed property and the Owners thereof do not enjoy substantially all of the benefits of the central security systems, community antenna systems or other common facilities because of limitations in such services resulting from franchise or municipal boundaries. Any annexation, merger or consolidation made pursuant to this Commercial Declaration, when made, shall automatically extend the functions, powers and jurisdiction of the Commercial Association to the real property so added.

**Section 2.5** Mergers or Consolidations. The Declarant or the Commercial Association with written approval or assent of at least two-thirds (2/3) of each class of Members, shall have the right and option to cause the Commercial Association to merge or consolidate with any similar association or associations. Upon a merger or consolidation of the Commercial Association with another association, the properties, rights and obligations of the Commercial Association, may, by operation of law or otherwise, be transferred to the surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law or otherwise, be added to the properties, rights and obligations of the Commercial Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants, conditions, restrictions, easements, liens and charges established by this Commercial Association within the Property, together with the covenants, conditions, restrictions, easements, liens and charges established upon any other real property as one plan.

**Section 2.6** Property Subject to Master Declaration. The Property and any right, title or interest therein shall be owned, held, transferred, leased, sold, conveyed and/or occupied by Declarant and any subsequent owner, lessee or occupant of all or any part thereof, subject to the Master Declaration and the covenants, conditions, restrictions, easements, liens and charges thereof.

### ARTICLE 3 MEMBERSHIP AND VOTING RIGHTS IN THE COMMERCIAL ASSOCIATION

**Section 3.1** Membership. Each and every Owner shall automatically be a Member of the Commercial Association without the necessity of any further action on his part, subject to the terms of this Commercial Declaration, the Articles of Incorporation and the Bylaws of the Commercial Association and the Commercial Association rules. The terms and provisions set forth in this Commercial Declaration, which are binding upon all Owners, are not exclusive, as Owners shall, in addition, be subject to the terms and provisions of the Articles of Incorporation and the Bylaws of the Master Association and the Master Declaration to the extent the provisions thereof are not in conflict with this Commercial Declaration. Membership of an Owner in the Commercial Association shall be appurtenant to and may not be separated from the interest of such Owner in and to any portion of the Property. Ownership of any portion of the Property shall be the sole qualification for being a Member; provided, however a Member's voting rights, as herein described, or privileges in the Commercial Common Area, or both may be regulated or suspended as provided in this Commercial Declaration, the Bylaws of the Commercial Association and/or the Commercial Association rules. Persons or entities shall be Members by reason of ownership of land used for public or private school, charitable organizations, governmental or quasi-governmental purposes, churches or other religious purposes and such land shall be owned subject to all of the terms and provisions of this Commercial Declaration, except that: (i) ownership of land devoted to purposes described in this sentence shall not create any votes in the Members owning such lands; and (ii) such nonvoting Members shall not be required to pay any assessments other than special individual assessments as described in and authorized in this Commercial Declaration and in the Master Declaration. No person or entity shall be a Member by reason of ownership of any park, public land, road, easement, right-of-way or mineral

interest. In addition, any person or entity that holds an interest in and to all or any part of the Property merely as security for the performance of an obligation shall not be a Member.

**Section 3.2** Transfer. Membership of an Owner in the Commercial Association may not be severed from or in any way transferred, pledged, mortgaged or alienated except upon the sale or assignment of said Owner's interest in all or any part of the Property and then only to the purchaser or assignee as the new Owner thereof. Such membership shall not be severed by the connection with the encumbrance by an Owner of all or any part of the Property. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void and of no further force or effect, and will not be reflected upon the books and records of the Commercial Association and the Master Association. Any transfer of the fee title to a lot, tract or parcel of real estate out of or a part of the Property shall automatically operate to transfer the membership to the new Owner thereof. In the event an Owner should fail or refuse to transfer the membership in the Commercial Association registered in such Owner's name to the transferee of such Owner's interest in all or any part of the Property, the Commercial Association shall have the right to record the transfer upon the books and records of the Commercial Association.

**Section 3.3** Classes of Voting Membership and Voting Rights. The Commercial Association shall have two (2) classes of voting memberships:

**CLASS A MEMBERSHIP.** Class A Members shall be all Owners with the exception of the Declarant. Subject to the provisions of Section 3.5, Class A Members shall be entitled to:

(a) One (1) vote per each 1000 gross square feet of all Tracts owned by such Class A Member plus five (5) votes per each 1,000 square feet contained within a Condominium Unit, as defined in Section 1.11, or other building subjected to Commercial Use, provided that square footage contained within such buildings or Tracts and used as public common areas, parking areas, parking structures or other areas which are not leaseable or are not included within a Condominium Unit shall not be included in calculating votes. Further, the square footage contained within any limited or general common areas constituting a portion of any Condominium Building, as defined in Section 1.10, and apportionable to a Condominium Unit shall not be included in calculating votes.

Where an association or other organization has been established with respect to a Condominium Building, the board of directors or managers or other governing body so empowered under the organizational documents of such association or organization shall cast all of the votes exercisable hereunder with respect to such Condominium Building on each and every matter in question on which a vote is authorized or permitted under this Commercial Declaration or the Articles of Incorporation or Bylaws of the Commercial Association. Such association or organization may cast the votes exercisable hereunder in one block on behalf of such Condominium Building or condominium regime or as instructed by each individual Owner of a Condominium Unit, as determined in accordance with the organizational documents creating such association or organization.

**CLASS B MEMBERSHIP.** The Class B Member shall be the Declarant. The Class B Member shall be entitled to ten (10) votes for each and every one thousand (1000) gross square feet of land contained within the real estate described in Exhibit "B"; provided, however, real estate owned by Declarant and designated as Master or Commercial Common Area or property covered by the Residential Declaration shall not be included in determining the votes to which Declarant is entitled. The Class B Membership shall cease and be converted to Class A Membership when the total number of votes outstanding in the Class A Membership is ten (10) times greater than the total number of votes outstanding in the Class B Membership;

Upon the termination of the Class B Membership, the Declarant shall thereafter be a Class A Member.

Notwithstanding the foregoing, with respect to Estates owned by the Declarant and developed as a Condominium Building or developed with a building subjected to Commercial Use, the Declarant shall be deemed to be a Class A Member for purposes of calculating votes attributable to the Estates developed as aforesaid.

**Section 3.4** Suspension of Voting Rights. The voting rights of any Member set forth in this Commercial Declaration may be suspended by the Board of Directors of the Commercial Association or the Delegates to the Master Association for any period during which any Assessment remains past due, unless the Member is in good faith contesting the validity or amount of the Assessment.

**Section 3.5** Multiple Owner Votes. Votes hereunder may not be cast on a fractional basis between multiple Owners of an Estate. Further, where there are multiple Owners of an Estate it is not intended by Section 3.3 that each of said Owners shall be entitled to cast the votes allocated to such Estate. As an example, where three (3) persons own a Condominium Unit they shall jointly be entitled to vote the five (5) votes per 1,000 square feet contained within such Condominium Unit and shall not each be entitled to split the vote of such five (5) votes per 1,000 square feet so allocated. When more than one person or entity owns the interest or interests in and to any Estate as required for Membership in the Commercial Association, each and every person or entity shall be a Class A Member, and the vote for any Estate shall be exercised as they, among themselves, collectively determine. If such Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall forfeit the vote or votes on the matter in question. If more than one (1) person or entity purports to

exercise the voting rights with respect to any Estate on any matter in question, none of such votes shall be counted in tabulating the vote on such matter and such votes shall be deemed void. The Commercial Association shall not be required to recognize the vote or written assent of any such multiple Owners except the vote or written assent of the Owner designated in writing executed by all of such multiple Owners and delivered to the Commercial Association.

**Section 3.6** Quorum, Notice and Voting Requirements.

(a) Subject to the provisions of Paragraph (c) of this Section, any action authorized by Sections 4.6 or 4.7 of Article 4 of this Commercial Declaration shall require the assent of the majority of the vote of each Class of Members entitled to vote, which Members are voting in persons or by proxy at a meeting duly called for that purpose, written notice of which meeting shall be given to all Members not less than ten (10) days nor more than sixty (60) days in advance and shall set forth the purpose of such meeting.

(b) The quorum required for any action referred to in Paragraph (a) of this Section shall be as follows:

At the first meeting called, the presence at the meeting of Members, or of proxies, entitled to cast fifty percent (50%) of all of the votes of each Class of Members of the Commercial Association shall constitute a quorum. If the required quorum is not present at the first meeting, one additional meeting may be called subject to the notice requirement hereinabove set forth, 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.

(c) As an alternative to the procedure set forth above, any action referred to in Paragraph (a) of this Section may be taken with the assent given in writing and signed by the Members who hold more than sixty (60%) of the outstanding votes of each Class of Members of the Commercial Association; so long as all Members are given prior written notice of the action to be taken in accordance with this Section 3.6(c).

(d) Except as specifically set forth in this Commercial Declaration, notice, voting and quorum requirements for all action to be taken by the Commercial Association shall be consistent with its Articles of Incorporation and Bylaws, as same may be amended from time to time. Except as set forth in Section 3.6(b) the quorum requirements are governed by the Bylaws.

**ARTICLE 4  
ASSESSMENTS**

**Section 4.1** Covenants for Assessments. The Declarant, for each Estate owned by it out of or a part of the Property, hereby covenants and agrees to pay, and each Owner of any Estate by acceptance of a deed or other conveyance document creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other conveyance document, shall be deemed to covenant and agree (and such covenant and agreement shall be deemed to constitute a portion of the consideration and purchase money for the acquisition of such Estate to pay the Commercial Association: (1) annual assessments or charges (as specified in Section 4.3 of this Article 4), such assessments to be fixed, established and collected from time to time as herein provided; (2) special assessments for capital improvements and other purposes (as specified in Section 4.4 of this Article 4), such assessments to be fixed, established and collected from time to time as herein provided; and (3) individual special assessments levied against individual Owners to reimburse the Commercial Association for extra costs for maintenance and repairs caused by the willful or negligent acts or omissions of an individual Owner and not caused by ordinary wear and tear (as specified in Section 4.5 of this Article 4), such assessments to be fixed, established and collected from time to time as herein provided. The assessments ("Assessments") described in (1), (2) and (3) of this Section 4.1 of Article 4, together with interest thereon, attorneys' fees, court costs and other costs of collection thereof, as herein provided, shall be a charge on the land and shall be a continuing lien upon each Estate against which each such assessment is made. Each such assessment, together with interest thereon, late fees, attorneys fees, court costs and other costs of collection thereof, as herein provided, shall also be the personal obligation of the Owner of such Estate against which such Assessment is made at the time when the Assessment is imposed. No Owner may exempt himself from liability for such Assessment or waive or otherwise escape liability for the Assessments for non-use of the Commercial Common Area or the Master common Area or abandonment of his Estate. The personal obligation to pay any such Assessment, together with interest thereon, attorneys' fees, court costs and other costs of collection thereof, as herein provided, shall pass to the successors in title of such Owner whether or not expressly assumed in writing by such successors; provided that such personal obligation to pay assessments and other costs shall not pass to mortgagees of such Owner who succeed to the title of such Owner.

**Section 4.2** Purpose of Assessments. The Assessments levied by the Commercial Association shall be used, in part, for the purpose of: (1) promoting the recreation, comfort, health, safety and welfare of the Members and/or the residents of the Property, (2) managing the Commercial Common Area, (3) enhancing the quality of life in the Property and the value of the Property, and in particular for the improvement and maintenance of the properties, services and facilities devoted to the purpose and related to the use and enjoyment of the Property including, but not limited to, the payments of taxes on the Commercial Common Area and Master Common Area and insurance in connection with the Commercial Common Area and Master Common Area and the repair, replacement and addition thereto; for paying

the cost of labor, equipment (including the expense of leasing and equipment); for carrying out the powers and duties of the Architectural Review Committee and the Board of Directors of the Commercial Association as set forth in Article 5 of this Commercial Declaration; for carrying out the purposes of the Commercial Association as stated in its Articles of Incorporation; for carrying out the powers and duties of the Board of Directors of the Master Association; and for carrying out the purposes of the Master Association as stated in the Master Declaration and the Articles of Incorporation of the Master Association.

#### **Section 4.3 Annual Assessments.**

(a) Each Member shall pay to the Commercial Association an annual assessment not to exceed one dollar (\$1.00) per one hundred dollars (\$100.00) of value of the Estate so owned by such Owner, as assessed by the Denton County Appraisal District (or if such Estate is not assessed by the Denton County Appraisal District then by the taxing or appraisal authority that establishes tax values for the municipal tax roll of the municipality or governmental district in which the Estate is situated), for ad valorem tax purposes for the then current calendar year.

(b) All such annual assessments collected by the Commercial Association pursuant to this Section 4.3 shall be immediately tendered by the Commercial Association to the Master Association for use as described in the Master Declaration. The rate of annual assessments may be increased by vote of the Delegates to the Master Association, as provided in the Master Declaration and described in Section 4.6 of this Article 4. The Delegates to the Master Association may, after consideration of current maintenance, operational and other costs and the future needs of the Commercial Association and/or the Master Association, fix the actual annual assessments for any year at a lesser amount. The Master Association may not accumulate a surplus at the end of any fiscal year which is more than thirty percent (30%) of the maximum permissible annual assessment for the subsequent fiscal year to be levied against the Members of the Residential Association and the members of the Commercial Association. The Delegates to the Master Association shall, should any such surplus exist at the end of any fiscal year, reduce the annual assessment to be levied against the Members of the Residential Association and the members of the Commercial Association for the subsequent fiscal year by an amount equal to such surplus. Declarant shall not be required to pay assessments with respect to portions of the Property owned by Declarant and designated as Common Area.

(c) The amount and time of the payment of the annual assessment shall be determined by the Delegates to the Master Association pursuant to the Articles of Incorporation and Bylaws of the Master Association. The Delegates may provide that annual assessments shall be paid monthly, quarterly, semi-annually or annually on a calendar year basis. Not later than thirty (30) days prior to the beginning of each fiscal year of the Commercial Association, the Delegates to the Master Association shall estimate the total common expenses to be incurred by the Commercial Association, the Residential Association and the Master Association for the forthcoming fiscal year. The Delegates to the Master Association shall then determine, in a manner consistent with the terms and provisions of this Commercial Declaration and the Master Declaration, the amount of the annual assessment to be paid by each Member. Written notice of the annual assessment to be paid by each Member shall be sent to every Member, but only to one (1) joint owner. Each Member shall thereafter pay to the Commercial Association his annual assessment in installments as established by the Delegates to the Master Association.

**Section 4.4 Special Assessments.** In addition to the annual assessments authorized by Section 4.3 of this Article 4, the Commercial Association may levy in any calendar year a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Commercial Common Area, including the necessary fixtures and personal property related thereto, or for maintenance of portions of the Master or Commercial Common Area and improvements therein or for carrying out other purposes of the Commercial Association as stated in the Articles of Incorporation of the Commercial Association; provided, that, any such special assessment levied by the Commercial Association shall have the affirmative approval of the Members of the Commercial Association, as provided herein. The Master Association may also levy in any calendar year a special assessment for the purpose of defraying, in whole or in part, the cost of any maintenance, construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Master Common Area, including the necessary fixtures and personal property related thereto, or for carrying out other purposes of the Master Association as stated in the Articles of Incorporation of the Master Association; provided, that, any such special assessment levied by the Master Association shall have the affirmative approval of the Delegates to the Master Association, as provided in the Master Declaration. Any such special assessment, whether levied by the Commercial Association or the Master Association, shall be paid by the Members directly to the Commercial Association. The Commercial Association shall immediately, upon receipt, tender all special assessments levied by the Master Association to the Master Association. All amounts collected by the Commercial Association, as special assessments levied by the Commercial Association, may only be used for the improvement and maintenance of the Commercial Common Area and shall be deposited by the Board of Directors of the Commercial Association in a separate bank account to be held in trust by the Commercial Association for such purpose. Said funds shall not be commingled with any other funds of the Commercial Association.

**Section 4.5 Special Individual Assessments.** Upon the affirmative majority vote of the Board of Directors of the Commercial Association as provided herein, the Commercial Association may levy special assessments against individual Owners for: (i) reimbursement to the Commercial Association for repairs to the Commercial Common Area or improvements thereto, occasioned by the willful or negligent acts of such Owner(s) and not the result of ordinary wear and tear; or (ii) for payment of fines, penalties or other charges imposed against

an individual or separate Owner relative to such Owner's failure to comply with the provisions of this Commercial Declaration, the Bylaws of the Commercial Association or any rules or regulations promulgated hereunder. The Master Association may, likewise, upon the affirmative vote of the Delegates to the Master Association, as provided in the Master Declaration, levy special assessments against individual Owners for reimbursement to the Master Association for repairs to the Master Common Area or improvements thereto, occasioned by the willful or negligent acts of such Owner(s) and not the result of ordinary wear and tear and may levy special individual assessments for the collection of such other fines, penalties or charges as set forth in Section 4.5 of the Master Declaration. Any such special individual assessment, whether levied by the Commercial Association or the Master Association, shall be paid by the Member(s) directly to the Commercial Association. The Commercial Association shall immediately, upon receipt, tender all special individual assessments levied by the Master Association to the Master Association. All amounts collected by the Commercial Association, as special individual assessments levied by the Commercial Association shall belong to and remain with the Commercial Association.

**Section 4.6** Vote Required for Increase in Rate of Annual Assessment. The increase in the rate of the annual assessment as authorized by Section 4.3 of this Article 4 must be approved by a unanimous vote of the Delegates representing the Commercial and Residential Associations, voting in person or by proxy, at a meeting duly called for such purpose. No Delegate to the Master Association elected by the Commercial Association shall vote for an increase in the rate of annual assessment unless such increase has been approved by the Members as set forth in Section 3.6. Delegates shall be bound to cast their votes in the manner directed by the vote of the Members.

**Section 4.7** Vote Required for Special Assessment. Any special assessment levied by the Commercial Association in accordance with Section 4.4 of this Article 4 must be approved by the Members in accordance with Section 3.6 hereof. In addition, no Delegate of the Master Association elected by the Commercial Association shall vote for a special assessment to be levied by the Master Association unless such increase has been approved by the Members in accordance with Section 3.6 hereof. Delegates shall be bound to cast their votes in the manner directed by the vote of the Members.

**Section 4.8** Date of Commencement of Annual Assessments and Due Date of Assessments. The annual assessments provided for in this Commercial Declaration shall commence as to the Property as of the date hereof, and such assessment or any installment thereof (if payable in installments) shall be considered delinquent if not paid two months later. The first annual assessment shall be made for the balance of the calendar year in which it is levied. The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 4.3 hereof as the remaining number of months in that year bear to twelve (12). The annual assessments for any year after the year of the date hereof shall become due and payable on January 1 of the following year and such assessment or any installment thereof (if payable in installments) shall be considered delinquent if not paid within thirty (30) days after such assessment or any installment thereof is stated to be due and payable.

The due date and the date of delinquency of any special assessment or special individual assessment under Section 4.4 or 4.5 of this Article 4, respectively, shall be fixed by the entity (either the Commercial Association or the Master Association) levying such assessment.

**Section 4.9** Division of Special Assessments. Special Assessments pursuant to Section 4.4 of this Article 4, shall be fixed at an amount for each Estate equal to the product of the total special assessment times a fraction, the numerator of which is the assessment of such Estate (as determined in accordance with Section 4.3 of this Article 4) and the denominator of which is the total of all such assessments for Estates within the Property.

**Section 4.10** No Offsets. All Assessments shall be payable in the amount specified by the Association and no offsets against such amount shall be permitted for any reason.

**Section 4.11** Reserves. The annual assessments shall include reasonable amounts as determined by the Delegates to the Master Association collected as reserves for the future periodic maintenance, repair and/or replacement of all or a portion of the Commercial Common Area, the common area of the Residential Association and/or the common area of the Master Association. All amounts collected as reserves, whether pursuant to this Section or otherwise, shall be deposited by the Master Association in a separate bank account to be held in trust for the purposes for which they were collected and are to be segregated from and not commingled with any other funds of the Master Association. Assessments collected as reserves shall not be considered to be advance payments of regular assessments.

**Section 4.12** Nonpayment of Assessments.

(a) Delinquency. Any Assessment provided for in this Commercial Declaration, whether levied by the Commercial Association or the Master Association, which is not paid in full when due shall be delinquent on the date after the date due ("delinquency date") as specified in the notice of such Assessment. The entity (whether the Commercial Association or the Master Association) levying any such Assessment shall have the right to reject partial payment of an Assessment and demand full payment thereof. If any unpaid Assessment or part thereof is not paid within ten (10) days after the delinquency date, a late charge equal to ten percent (10%) of the amount due shall

be imposed, and the unpaid amount of such Assessment shall bear interest after the delinquency date until paid at a rate equal to the lesser of fifteen percent (15 %) per annum or the maximum lawful rate.

(b) **Lien.** The unpaid amount of any Assessment not paid by the delinquency date shall, together with the interest thereon as provided in Section 4.12(a) of this Article 4 and the cost of collection thereof, including reasonable attorneys' fees, as herein provided, thereupon become a continuing lien and charge on the Estate of the non-paying Owner covered by such Assessment, which shall bind such Estate in the hands of the Owner and his heirs, executors, administrators, devisees, personal representatives, successors and assigns. The aforesaid lien shall be superior to all other liens and charges against the said real property, except only for tax liens and the lien of any bona fide mortgage or deed of trust now or hereafter placed upon said real property subject to an Assessment and which mortgage or deed of trust is recorded prior to recordation of written notice of past due Assessments. Such a sale shall not relieve the Owner of such real property from liability for any Assessment thereafter becoming due nor from the lien of any such subsequent Assessment. The Commercial Association and the Master Association shall have the power to subordinate the lien securing the payment of any Assessment rendered by the Commercial Association and the Master Association, respectively, to any other lien. Such power shall be entirely discretionary with the entity (either the Commercial Association or the Master Association) rendering the Assessment that creates such lien. As hereinbefore stated, the personal obligation of the Owner, at the time of such Assessment, to pay such Assessment shall remain the personal obligation of such Owner and may pass to such Owner's successors in title whether or not expressly assumed by them in writing, as set forth in Section 4.1 hereinabove. The lien for the unpaid Assessments shall be unaffected by any sale or assignment of an Estate and shall continue in full force and effect.

To evidence the aforesaid lien, the entity (whether the Commercial Association or the Master Association) levying such Assessment shall prepare a written notice of lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the real property covered by such lien and a description of the Estate covered by such lien. Such notice shall be executed by one of the officers of the entity (whether the Commercial Association or the Master Association) rendering such Assessment and shall be recorded in the office of the County Clerk of Denton County, Texas.

(c) **Remedies.** The lien securing the payment of the Assessments shall attach to the Estate belonging to such non-paying Owner with the priority set forth in this Section. Subsequent to the recording of a notice of the lien as provided in this Section, or the entity recording such notice (whether the Commercial Association or the Master Association) may institute an action at law against the Owner or Owners personally obligated to pay the Assessment and/or for the foreclosure of the aforesaid lien by judicial foreclosure. In any foreclosure proceeding the Owner shall be required to pay the costs, expenses and reasonable attorneys' fees incurred by the entity (whether the Commercial Association or the Master Association) rendering the Assessment in question. In the event an action at law is instituted against the Owner or the Owners personally obligated to pay the Assessment, there shall be added to the amount of any such Assessment the interest provided in this Section, the costs of preparing and filing the complaint in such action and the reasonable attorneys' fees incurred in connection with such action; and in the event a judgment is obtained, such judgment shall include interest on the Assessment as provided in this Section and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action. (Each Member vests in the Commercial Association and/or the Master Association or their assigns the right and power to bring all actions at law or lien foreclosure against such Member or other Members for the collection of such delinquent Assessments. Upon the written request of any mortgagee holding a prior lien on any part of the Property, the Commercial Association shall report to said mortgagee any Assessments remaining unpaid for longer than sixty (60) days after the delinquency date of such Assessment.

**Section 4.13 Exempt Property.** The following property subject to the Commercial Declaration shall be exempt from the Assessments, charges and liens created in this Commercial Declaration:

(a) All properties purchased, dedicated or accepted by the State of Texas, its agencies or political subdivisions, including but not limited to, Denton County, the Lewisville Independent School District, the City of Lewisville, any Denton County Fresh Water Supply District, the Castle Hills Public Improvement District or their successors or assigns;

(b) All Commercial Common Area; and

(c) All portions of the Property owned by non-profit organizations provided, however, the exemption of such organizations and the portions of the Property owned by same is subject to review and approval by the Board of Directors of the Master Association, such exemption being contingent upon approval by the Board of Directors. Portions of the Property which are exempt from the Assessments, charges and liens created by this Commercial Declaration pursuant to Section 4.13(a) or (c) shall in any event be subject to all other provisions of this Commercial Declaration including, but not limited to, the use restrictions and protective covenants of Articles 9 and 10, architectural review requirements of Article 10 of the Master Declaration and the provisions for special individual assessments as set forth in Section 4.5 of this Article 4. Owners of portions of the Property which are exempt pursuant to Section 4.13(a) and (c) shall be Members of the Commercial Association and Master Association but shall have no voting rights in either Association.

**Section 4.14** Estoppel Information from Board of Directors with Respect to Assessments. The Board of Directors of the Commercial Association shall upon demand at any time furnish to any Owner liable for an Assessment, a certificate in writing signed by an officer of the Commercial Association, setting forth whether said Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificates as allowed by law.

**ARTICLE 5  
GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTORS  
OF THE COMMERCIAL ASSOCIATION**

**Section 5.1** Powers and Duties. The affairs of the Commercial Association shall be conducted by the Board of Directors (herein so-called) of the Commercial Association. The Board of Directors of the Commercial Association shall be selected in accordance with the Articles of Incorporation and the Bylaws of the Commercial Association. In addition to the powers and duties enumerated in the Articles of Incorporation and the Bylaws of the Commercial Association, or elsewhere provided for herein, and without limiting the generality thereof, the Board of Directors of the Commercial Association, for the mutual benefit of the Members of the Commercial Association, shall have the following powers and/or duties:

(a) To take such action to enforce the terms and provisions of this Commercial Declaration and the Articles of Incorporation and the Bylaws of the Commercial Association by appropriate means and carry out the obligations of the Commercial Association hereunder, including without limitation, the expenditure of funds of the Commercial Association, the employment of legal counsel, accounting services and management services, the commencement of legal causes of action, the promulgation and enforcement of the Commercial Association rules (herein so-called) which may include the establishment of a system of fines and/or penalties enforceable as special individual assessments as provided in Section 4.5 of Article 4 to this Commercial Declaration, and to enjoin and/or seek legal damages from any Owner for violation of such provisions or rules;

(b) To acquire, maintain and otherwise manage all of the Commercial Common Area and all facilities, improvements and landscaping thereon, and all personal property acquired or owned by the Commercial Association;

(c) To execute all declarations of ownership for tax assessment purposes and to pay any and all real and personal property taxes, and all other taxes, and other charges or assessments assessed against the Commercial Common Area, unless the same are separately assessed to all or any of the Owners;

(d) To obtain, for the benefit of the Commercial Common Area, all water, gas and electric services, refuse collections, landscape maintenance services and other services, which in the opinion of the Board of Directors of the Commercial Association shall be necessary or proper;

(e) To make such dedications and grant such easements, licenses, franchises or other rights which in its opinion are necessary for street, right-of-way, utility, sewer, drainage and other similar facilities or video services and other similar services over the Commercial Common Area to serve the Property or any part thereof;

(f) To contract for and maintain such policy or policies of insurance as may be required by this Commercial Declaration or as the Board of Directors of the Commercial Association deems necessary or desirable in furthering the purposes of and protecting the interest of the Commercial Association and its Members;

(g) To borrow funds to pay costs of operation secured by assignment or pledge of its rights against delinquent Owners to the extent deemed advisable by the Board of Directors of the Commercial Association;

(h) To enter into contracts for legal, management and accounting services, maintain one or more bank accounts, and generally, to have the powers necessary or incidental to the operation and management of the Commercial Association and the Commercial Common Area;

(i) If, as and when the Board of Directors of the Commercial Association, in its sole discretion, deems necessary it may take action to protect or defend the Commercial Common Area or other property of the Commercial Association from loss or damage by suit or otherwise;

(j) To sue and defend in any court of law on behalf of the Commercial Association or one (1) or more Members thereof;

(k) To establish and maintain a working capital and/or contingency fund in an amount to be determined by the Board of Directors of the Commercial Association;

- (l) To make reasonable rules and regulations for the operation and use of the Commercial Common Area and to amend same from time to time;
- (m) To elect and send two (2) Delegates to the Master Association;
- (n) To make available to each Owner and any individual or entity holding a mortgage or deed of trust on any Estate within ninety (90) days after the end of each fiscal year, an unaudited annual report;
- (o) To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property owned by the Commercial Association, and if the proceeds are insufficient to repair damage or replace lost property owned by the Commercial Association, to assess the Members in proportionate amounts to cover the deficiency as set forth in Section 4.4;
- (p) To provide services for the benefit of Members, including but not limited to security, entertainment, recreation, education and television cable; and
- (q) To delegate its powers and duties to committees, officers or employees as provided in the Bylaws of the Commercial Association, employ a manager or other persons and contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Commercial Association, provided that any contract with a person or entity appointed as a manager or managing agent shall be terminable without cause or not more than thirty (30) days written notice by the Commercial Association and shall have a term of not more than one (1) year with no more than one successive one (1) year renewal period.

## ARTICLE 6 PROPERTY RIGHTS IN THE COMMERCIAL COMMON AREA

**Section 6.1** Members' Easements of Enjoyment. Subject to the provisions of Section 6.3 of this Article, every Member and every tenant of every Member shall have a right and easement of use and enjoyment in and to the Commercial Common Area and such easement shall be appurtenant to and shall pass with the title of every Estate, subject to the provisions hereof.

**Section 6.2** Title to the Commercial Common Area. The Declarant shall dedicate and convey (at such time as any Commercial Common Area shall be created by the Declarant), without consideration, the fee simple title to those portions of the Commercial Common Area owned by the Declarant to the Commercial Association, free and clear of liens and encumbrances other than those created in this Commercial Declaration and such Commercial Common area shall be accepted, in writing, by the Commercial Association.

**Section 6.3** Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Commercial Association to prescribe regulations governing the use, operation and maintenance of the Commercial Common Area.
- (b) Liens of mortgages placed against the Commercial Common Area with respect to monies borrowed by the Commercial Association for the purpose of improving the Commercial Common Area and facilities;
- (c) The right of the Commercial Association to enter into and execute contracts with third parties (including the Declarant, or an affiliate of the Declarant, so long as such contracts do not provide for compensation to the Declarant, or its affiliate, which exceeds compensation which would be paid to an independent third party for such services) for the purpose of providing maintenance or such other materials or services consistent with the purposes of the Commercial Association;
- (d) The right of the Commercial Association to take such steps as are reasonably necessary to protect the Commercial Common Area against foreclosure; and
- (e) The right of the Commercial Association, as may be provided in its Bylaws, to suspend the voting rights of any Member for any period during which any Assessment against an Estate owned by such Member remains past due, and for any period not to exceed sixty (60) days for an infraction of its rules and regulations unless the Member in good faith contests such Assessment or rules and regulations.

**ARTICLE 7**  
**INSURANCE; REPAIR AND RESTORATION**

**Section 7.1** Insurance. The Commercial Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Commercial Common Area. This insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard.

The Board of Directors of the Commercial Association shall obtain a public liability policy applicable to the Commercial Common Area covering the Commercial Association and its Members for all damages or injury caused by the negligence of the Commercial Association or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least One Million (\$1,000,000.00) Dollars.

Premiums for all insurance shall be common expenses of the Commercial Association. The policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

All such insurance coverage obtained by the Board of Directors of the Commercial Association shall be written in the name of the Commercial Association, as trustee, for the respective benefitted parties, as further identified in subparagraph (b), below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Texas and holding a rating of A-1 or better in the Financial Category as established by A.M. Best Company, Inc., if available, or, if not available, the most nearly equivalent rating.

(b) All policies shall be for the benefit of the Owners and their mortgagees, as their interests may appear.

(c) Exclusive authority to adjust losses under policies obtained by the Commercial Association shall be vested in the Commercial Association's Board of Directors; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Commercial Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees, and the insurance carried by the Commercial Association shall be primary.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Denton County, Texas, area.

(f) The Commercial Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

- i. a waiver of subrogation by the insurer as to any claims against the Commercial Association's Board of Directors, its manager, the Owners and their respective tenants, servants, agents, and guests; paying cash;
- ii. a waiver by the insurer of its rights to repair and reconstruct instead of
- iii. that no policy may be cancelled, invalidated, or suspended on account of any one or more individual Owners;
- iv. that no policy may be cancelled, invalidated, or suspended on account of any defect or the conduct of any director, officer, or employee of the Commercial Association or its duly authorized manager without prior demand in writing delivered to the Commercial Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Commercial Association, its manager, any Owner or mortgagee;
- v. that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and
- vi. that no policy may be cancelled or substantially modified without at least ten (10) days' prior written notice to the Commercial Association.

In addition to the other insurance required by this Section, the Board of Directors of the Commercial Association may obtain workmen's compensation insurance, if and to the extent necessary, to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Commercial Association's funds. The amount of fidelity coverage shall be at least the sum of three (3) months assessments plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Commercial Association.

**Section 7.2 Insurance Proceeds.** Proceeds of insurance shall be disbursed by the insurance carrier to the Commercial Association or contractors designated by the Commercial Association as the Board of Directors may direct. The Commercial Association shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Commercial Association, as required in this Article, remaining after satisfactory completion of repair and replacement, shall be retained by the Commercial Association as part of a general reserve fund for repair and replacement of subject property.

**Section 7.3 Insufficient Proceeds.** If the insurance proceeds are insufficient to repair or replace any loss or damage to the Commercial Common Area or the improvements thereon or appurtenant thereto, the Commercial Association may levy a special assessment as provided for an Article 4 of this Declaration to cover the deficiency. If the insurance proceeds are insufficient to repair or replace any loss or damage for which an Owner is bound hereunder, such Owner shall, as his undivided responsibility, pay any excess costs of repair or replacement.

**Section 7.4 Mortgagee Protection.** There may be attached to all policies of insurance against loss or damage by fire and other hazards, a mortgagee's or lender's loss payable clause; provided, however, that amounts payable under such clause to the mortgagee shall be paid to the Commercial Association to hold for the payment of all costs of repair or replacement.

The Commercial Association shall be responsible to hold said monies or to collect additional monies if the proceeds are insufficient to pay for the cost of all repairs or replacements and shall ensure that all mechanics', material and similar liens which may result from said repairs or replacements, are satisfied.

**Section 7.5 Destruction of Improvements on Individual Estates.** In the event of destruction (total or partial) to the improvements on any individual Estate due to fire or any other cause, each Estate Owner covenants and agrees to commence all necessary repairs, reconstruction or complete removal of the damaged improvements within four (4) months of the date that the damage occurs and to diligently continue such repairs, reconstruction or removal until completed within a reasonable time form the commencement of such work. Repairs, reconstruction or complete removal of damaged improvements may be commenced more than four ( 4) months after the date of occurrence of damage if the delays in commencement are caused by factors beyond the reasonable control of the Owner of the damaged improvements. The Board of Directors of the Commercial Association shall not be obligated to enforce the covenants set forth in this Section 7.5.

## ARTICLE 8 USE OF COMMERCIAL COMMON AREA

The Commercial Common Area may be occupied and used as follows:

**Section 8.1 Restricted Actions by Owners.** No Owner shall permit anything to be done on or in the Commercial Common Area which would violate any applicable public law or zoning ordinance or which will result in the cancellation of or increase of any insurance carried by the Commercial Association, or which would be in violation of any law. No waste shall be committed in the Commercial Common Area.

**Section 8.2 Damage to the Common Area.** Each Owner shall be liable to the Commercial Association for any damage to the Commercial Common Area caused by the negligence or willful misconduct of the Owner or his family, guests, pets or invitees.

**Section 8.3 Rules of the Board.** All Owners, tenants and occupants shall abide by any rules and regulations adopted by the Board or Architectural Review Committee. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Commercial Association for all damages and costs, including reasonable attorneys' fees. The Bylaws of the Commercial Association may also provide for disciplinary procedures which may, at the option of the Board, be implemented to enforce such rules and regulations and to impose penalties for failure to comply with such rules and regulations.

**Section 8.4 Suspension of Right to Use Commercial Common Area and/or Right to Vote.** The Board of Directors of the Commercial Association may suspend the right of any Owner, its tenants, guests or licensees to use the Commercial Common Area and/or may suspend the right of any Owner to vote during any period of time that such Owner is in default of its obligations pursuant to this

Declaration, the Bylaws or the rules and regulations promulgated by the Board of Directors of the Commercial Association or the Architectural Review Committee, including but not limited to its obligations to pay assessments or to comply with the provisions of this Declaration.

## ARTICLE 9 USE OF PROPERTY AND ESTATES

The Properties (and the improvements situated thereon) shall be constructed, developed, occupied and used as follows:

**Section 9.1 Commercial Use.** Each Estate shall be used and occupied for commercial purposes only, and except as herein provided the term "commercial purposes" shall be deemed to specifically prohibit all uses, without limitation, except for the use of an Estate for governmental, professional, office, commercial condominiums, business, business park, eleemosynary, hotels, restaurants, retail sales facilities, banks and financial institutions, research and development facilities and medical facilities, residential condominiums which are part of a mixed use commercial development (and approved by the Architectural Review Committee) or such other uses as are approved by the Board of Directors.

**Section 9.2 Laws and Ordinances.** No Owner shall permit anything within Owner's control to be done or kept in any building or on his Estate which would violate any applicable public law or zoning ordinance or which will result in the cancellation of, or increase the premium(s) for, any insurance carried by the Commercial Association, or which would be in violation of any law or any rule or regulation promulgated by the Board. In the event of a conflict between restrictions contained herein and the zoning ordinances of the City of Lewisville, Texas or other applicable political subdivision, the more restrictive shall apply. No waste shall be committed in the Commercial Common Areas;

**Section 9.3 Animals.** No animals, livestock or poultry shall be raised, bred or kept in any portion of the Property;

**Section 9.4 Signs.** No sign of any kind shall be displayed to the public view on or from any part of the Property except as provided in Article 10, Section 10.14 hereof;

**Section 9.5 Commercial Association Rules and Regulations.** All Owners and occupants shall abide by reasonable rules and regulations adopted by the Board pursuant to the provisions of Article 5, Section 5.1(1) hereof. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Commercial Association for all damages and costs, including reasonable attorneys' fees; and

**Section 9.6 Vehicle Storage.** Storage or long-term parking (in excess of 24 hours) of campers, boats, trailers or motor homes is prohibited.

**Section 9.7 Dangerous Uses.** Dangerous or unsafe uses such as handling, storing or otherwise dealing with explosives is prohibited. No oil, gasoline or flammable liquid should be stored in bulk containers of more than 55 gallons gross capacity except in underground storage tanks.

**Section 9.8 Nuisance.** No use or activity shall be conducted on any Estate or in the Commercial Common Areas if the same results in or constitutes a nuisance, including, without limitation, any nuisance resulting from vibration, sound, electromechanical disturbance and radiation, electromagnetic disturbance and radiation, air or water pollution, dust or emission of toxic or odorous nontoxic matter. The Board shall have the right to determine if any use or activity results in or constitutes a nuisance.

**Section 9.9 Offensive Activities.** No noxious or offensive activity shall be conducted on any Estate nor shall anything be done thereon which is or may become an annoyance or nuisance to the other Estate Owners. The Board of Directors, in its reasonable discretion, shall determine what constitutes a noxious or offensive activity.

**Section 9.10 Subdividing.** Further subdividing of parcels of land or submitting of an application or a request for a zoning change is prohibited without the prior written approval of the Declarant, or after there is no longer any Class B Membership in the Commercial Association, the Architectural Review Committee.

**Section 9.11 Temporary Structures.** No temporary structure, tent, shed, shack or barn of any kind shall be erected or placed upon any Estate. It is provided, however, that Declarant may maintain temporary sales or construction offices, provided such sales or construction offices are removed within sixty (60) days after completion of sales or construction, as the case may be. In addition, Declarant or Owners may conduct their sales and marketing program for the Property from any Estates owned by them and/or from temporary sales building(s) or trailers, and Declarant may also conduct its construction and development operations and activities on the Property and, in connection therewith, do all things reasonably necessary or convenient in order to most expeditiously commence, continue and complete

such construction and development operations (specifically including, but not limited to, construction and maintenance of temporary buildings and trailers for storage of construction materials and equipment and open storage of uncovered building materials and equipment. It is further provided that any builder (other than Declarant) employed by an Owner to construct improvements on said Owner's Estate may conduct its construction operations and activities on such Estate and, in connection therewith, do all things reasonably necessary in order to most expeditiously commence, continue and complete such construction operations (specifically including, but not limited to) construction and maintenance of temporary buildings and/or trailers for storage of construction materials and the equipment and open storage of uncovered building materials and equipment in a manner and using temporary buildings and/or trailers, with all such construction operations and storage to be confined solely within the boundaries of the Estate on which such construction is occurring.

**Section 9.12** Drilling and Mining Operations. No oil drilling, water drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Estate, nor shall oil wells, water wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Estate. No derrick or other structure designed for use in boring for oil, natural gas or water shall be erected, maintained or permitted upon any Estate.

**Section 9.13** Swimming Pools. No above ground swimming pools shall be permitted except upon the prior written approval of the Architectural Review Committee.

**Section 9.14** External Sculpture and Like Accessories. All exterior sculpture, fountains, flags and like accessories on the Estates are subject to approval of the Architectural Review Committee.

**Section 9.15** Antennae. No television, radio or other electronic antenna or device of any type shall be erected, constructed, placed or permitted to remain on any of the Estate or improvements constructed thereon unless and until the same shall have been approved in writing by the Architectural Review Committee.

**Section 9.16** Certificate of Compliance. No Estate or any other portion of the Property shall be deemed to be improved or altered in compliance with this Article 9 or Articles 10 or 11, hereof until the Architectural Review Committee shall have issued a Certificate of Compliance with these covenants and restrictions to the Owner of such Estate or such other portion of the Property. Such Certificate shall only be issued after completion (as defined by the American Institute of Architects) of the subject commercial improvements and shall be issued or denied within ten (10) business days after the Committee has received a written request for such certification from the Estate Owner. Receipt of such written request for certification shall be confirmed in writing by the Committee and certification shall be deemed given if not denied in writing within said ten (10) business day period.

**Section 9.17** Other Prohibited Uses. The following uses are prohibited and may not be conducted on any Estate:

- (a) Residential Use of any type unless the prior written approval of the Board of Directors of the Master Association is obtained or unless permitted pursuant to Section 1.23;
- (b) Trailer courts, mobile home parks and recreation vehicle campgrounds; Committee;
- (c) Schools, except as may be approved in writing by the Architectural Review Committee;
- (d) Junk yards and recycling facilities;
- (e) Commercial excavation of building or construction materials, except in the usual course of construction of improvements;
- (f) Distillation of bones;
- (g) Dumping, disposal, incineration or reduction of garbage, sewage, offal, dead animals or refuse;
- (h) Fat rendering,
- (i) Stockyard or slaughter of animals;
- (j) Refining of petroleum or of its products;
- (k) Smelting of iron, tin, zinc or other ores;
- (l) Cemeteries;

- (m) Labor camps and migrant worker camps;
- (n) Jails or honor farms;
- (o) Agricultural uses including animal husbandry,
- (p) Truck terminals;
- (q) Munitions and related manufacturing and storage;
- (r) Manufacturing or warehousing activities, except as may be approved in writing by the Architectural Review Committee; or
- (s) Automobile service or gas stations except as may be approved in writing, by the Architectural Review Committee.
- (t) Churches whose ministry includes radio and television broadcasting facilities unless the prior written approval of the Architectural Review Committee is obtained.
- (u) Radio and television broadcasting facilities unless the prior written approval of the Architectural Review Committee is obtained.
- (v) Outside storage of heavy equipment, other than as may be necessary during construction on the Property.
- (w) Outside storage of vehicles or retail goods offered for sale.
- (x) Automobile collision repair and painting facilities.
- (y) Airports and aircraft storage facilities.
- (z) Halfway houses or other residential treatment facilities.
- (aa) Automobile, heating or jet fuel storage and/or testing facilities.
- (bb) Sexually oriented businesses.
- (cc) Veterinary clinics with outdoor exercise yards.
- (dd) Hatchery, bakers or bottling works facilities.

**Section 9.18 Other Operations and Uses.**

(a) Lawful operations and uses which are neither specifically prohibited nor specifically authorized by these restrictions may be permitted in a specific case if operational plans and specifications are submitted to and approved in writing by the Architectural Review Committee. Approval or disapproval of such operational plans and specification shall be based upon the environmental and aesthetic effect of such operations or uses on other portions of the Property subject to these restrictions or upon occupants thereof. If the Architectural Review Committee fails either to approve or to disapprove such operational plans and specifications within thirty (30) days after the same have been submitted to it, it shall be conclusively presumed that the Architectural Review Committee has disapproved said plans and specifications.

(b) Neither the Commercial Association, nor its successors or assigns shall be liable in damages to anyone submitting operational plans and specifications to them for approval or to any Owner or tenant of all or any portion of the Property affected by their decision, by reason of mistake in judgment, negligence of nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such operational plans and specifications. Every person who submits operational plans and specifications to the Commercial Association for approval covenants and agrees, by submission of such plans and specifications, and every Owner and tenant of any of the Property covenants and agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against the Commercial Association to recover any such damages.

**ARTICLE 10  
PROTECTIVE COVENANTS**

**Section 10.1** Site Plans.

(a) **Building Coverage.** Building coverage on an Estate will be considered on an individual basis by the Architectural Review Committee when the site plan is, submitted for approval.

(b) **Grading and Drainage.** All structures will be equipped with gutters, downspouts and/or other drainage conveyances. Gutter downspouts shall be at a location and of a material acceptable to the Architectural Review Committee. Conveyance of water from downspouts shall be via underground storm sewers or via concrete flumes or paving. No downspout water will be permitted to be deposited directly onto landscaped areas or into open ditches. All surface drainage, including roof drainage of buildings, shall be designed to conform to the overall drainage of the Property. Neither the Declarant, its successors or assigns, shall be liable for any loss of use of, or damage done to any shrubbery, trees, flowers, improvements, fences, walks, sidewalks, driveways or buildings of any type or the contents thereof on any Estate whatsoever within the Property caused by any water levels, rising waters or drainage waters.

(c) **Setback Lines.** All structures shall comply with the then applicable City of Lewisville zoning code with respect to setback lines. In addition, the setback lines for any structures will be determined by the Architectural Review Committee.

(d) **Exclusions.** The following improvements are expressly excluded from this setback restriction:

i. Structures below and covered by the ground where such structures will not interfere with provisions for underground utilities.

ii. Steps, walks, driveways and curbing.

iii. Planters, walls, fences or hedges, not to exceed 4 feet in height.

(1) Landscaping, including landscaped earthen beams.

(2) Other improvements approved in writing by the Architectural Review Committee.

(e) **Sidewalks.** All structures will provide for pedestrian access by providing a sidewalk, of a width approved by the Architectural Review Committee, along all street frontages, unless otherwise approved in writing by the Architectural Review Committee. Sidewalks shall be at a location and of a material acceptable to the Architectural Review Committee.

(f) **Setback Variances.** In the event that the Architectural Review Committee determines that a lesser setback is desirable to achieve a special architectural design that is compatible with the character of the surrounding area, then such lesser setback may be allowed if specifically approved in writing by the Architectural Review Committee.

**Section 10.2** Parking.

(a) **Plans.** All plans and specifications submitted to the Architectural Review Committee shall include specific information as to construction materials, construction methods to be used, diagrams of the number, type and configuration of parking spaces necessary, and other information as necessary to show conformity with the standards described herein.

(b) **Excessive Parking Requirements.** No use shall be made of the Property or any building constructed thereon which requires or attracts parking in excess of the capacity of the facilities maintained therefor.

(c) **Certain Requirements** Parking areas should:

i. Be paved with concrete or other materials approved in writing by the Architectural Review Committee, and shall be curbed and guttered with concrete with specifications subject to and approved by the Architectural Review Committee in writing.

ii. Be sufficient to accommodate all parking needs for employees, company vehicles, residents and visitors without the use of on-street parking. If parking needs to be increased, additional off-street parking shall be provided by the owner.

- iii. Be located at the sides or rear of buildings. However, where appropriate, parking may be allowed in front of the buildings if setback and landscaping provisions are acceptable to the Architectural Review Committee. Circular drives in front of buildings are permissible if such drives make adequate allowance for parking setback.
- iv. Be provided along the minimum guidelines of the City of Lewisville, Texas unless otherwise approved by the Architectural Review Committee.
- v. Have a maximum grade slope of 10% and a minimum of 1 %.
- vi. Be landscaped to provide visual relief. Plans for such landscaping shall be included with plans that must be submitted to the Architectural Review Committee for approval pursuant to Article 11 of the Master Declaration.

**Section 10.3** Driveways. All driveways shall be of a width approved by the Architectural Review Committee and shall be permanently paved, curbed and guttered. The number and location of curb cuts and median cuts shall be determined by the Architectural Review Committee in the exercise of its sole discretion.

**Section 10.4** Landscaping.

(a) Plans. No plans for any building, structure, or other improvements to be erected, placed or altered in or upon any Lot shall be approved by the Architectural Review Committee unless the Architectural Review Committee is satisfied that separate landscaping plans shall subsequently be submitted to the Architectural Review Committee within a time period reasonably satisfactory to the Architectural Review Committee. Such landscape plans must be satisfactory to the Architectural Review Committee and shall include plant material, landscape construction to be installed on the site and complete plans for an underground lawn sprinkler system.

(b) Landscaped Area. Landscaping shall be located in an area adjacent to the street rights-of-way between the street right-of-way and parking areas.

(c) Installation. Landscaping in accordance with the plans submitted and approved by the Architectural Review Committee must be installed within thirty (30) days following the occupancy of the building or as soon as practicable allowing for the seasons of the year, but in no event later than 180 days following initial occupancy of the building.

(d) Landscape Treatment. Landscape treatment of the site shall be in the form of grass lawns and ground covers, shade trees in parking areas, street trees, plantings in the areas used as dividers and in any areas of limited use. Landscaping shall be used to mark entrance points and parking areas. It shall be used to shield or define service areas and property divisions and to enhance building scale and forms. All Landscaping shall be adequately maintained and replaced as necessary, unless approved in writing by the Architectural Review Committee.

(e) Sprinkler System. An underground lawn sprinkler system shall be installed in all landscaped areas.

(f) Ground Cover. All sites shall contain ground cover (preferably properly maintained grass) along the front of each property between the street curb and the property.

(g) Undeveloped Property. On property held for future development, the owner must install grass or ground cover adjacent to the street a minimum of 30 feet in from the curb and shall maintain this property per the maintenance requirements of the Master Declaration.

(h) Sight Lines. Landscape treatment shall not interfere with sight line requirements at street or driveway intersections.

(i) Review. All landscaping treatments, including vegetation types, sizes and spacing; and berm location, height and slope, shall be subject to the review and approval of the Architectural Review Committee.

(j) Sculpture. Etc. All exterior sculpture, fountains and like accessories to be placed on any Lot are subject to approval of the Architectural Review Committee.

**Section 10.5** Screening; Garbage, Trash and Service Facilities.

(a) Screening and Maintenance. Storage areas, incinerators, storage tanks, trucks based on the premises, roof objects (including fans, vents, cooling towers, skylights and all roof-mounted equipment which rises above the roof line), trash containers and maintenance facilities, shall either be housed in closed buildings or otherwise completely screened from public view in a manner and at a

location approved in writing by the Architectural Review Committee. Such screening would normally include landscaping or permanent fences of solid materials and be located as far from Estate boundary lines as reasonably possible.

If, after ten (10) days' prior written notice, an Owner shall fail to: (i) remove trash, rubble, building and construction debris; or (ii) exercise reasonable care or conduct to prevent or remedy a dangerous, unclean, untidy or unsightly condition, then the Commercial Association shall have the authority and right to go onto said Estate for the purpose of cleaning said Estate and/or correcting said condition and shall have the authority and right to assess (in accordance with Section 4.5 of Article 4 hereof) and collect from the Owner of said Estate the amount so expended by the Commercial Association in connection with cleaning said Estate on each respective occasion of such cleaning and/or correction. The assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each Estate against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, shall also be the continuing personal obligation of the person who was the Owner of such Estate at the time when the assessment occurred. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage existing prior to the assessment date and to any renewals or extensions of such mortgage.

(b) **Review.** A plan showing the location and screening of all exterior utility meters, transformers and other exterior mechanical equipment must be approved by the Architectural Review Committee.

#### **Section 10.6 Loading Docks and Areas.**

(a) **Location.** Loading docks and areas shall not be located on the street side of any building or structure, except that the Architectural Review Committee may approve such location in writing (subject to express screening requirements) on one side of corner buildings or structures.

(b) **Setbacks.** Loading areas may not encroach setback areas, except that the Architectural Review Committee may approve such encroachment in connection with the approval of street side loading areas for corner buildings as described in the preceding paragraph.

(c) **Screening.** Loading docks and areas shall be screened in a manner approved in writing by the Architectural Review Committee considering such things as location (street side or rear) and views from adjacent and nearby properties.

**Section 10.7 Exterior Illumination.** All exterior lighting shall be designed, altered and maintained in accordance with plans and specifications submitted to and approved in writing by the Architectural Review Committee. Lighting shall be compatible and harmonious throughout the entire development and shall be in keeping with the specific function and building type served. All exterior illumination shall be from non-apparent or concealed sources.

**Section 10.8 Building Design.** The objective in building standards is to obtain consistency and quality in architectural design to protect and enhance values in the Property. In order to maintain consistency, yet permit interest and variety and the use of new materials as they may develop, all architectural designs, including those for alterations, additions, or remodeling, are subject to review and approval of the Architectural Review Committee. Buildings should be considered as three dimensional objects and attention should be given to the compatible treatment of all exterior surfaces.

**Section 10.9 Construction Standards.** All commercial structures shall meet the following standards, except as may be modified by the Architectural Review Committee:

(a) **Exterior Building Materials.** Exterior building materials and colors should conform to the Design Guidelines and must be approved by the Architectural Review Committee.

(b) **Foundations.** The foundation system shall be designed by a registered professional engineer based on recommendations given in a soils report prepared by a soils engineering firm. The soils investigation and analysis, and the design of the foundation system, shall be made by registered professional engineers and submitted to the Architectural Review Committee for approval. No excavation shall be made except in conjunction with construction of an improvement. When such improvement is completed, all exposed openings shall be back filled and graded.

(c) **Roofs.** The building roof design, construction and height shall be approved in writing by the Architectural Review Committee.

(d) **Fences.** No fence, wall or hedge shall be erected, placed or altered on any Estate without the approval of the Architectural Review Committee.

- (e) Utilities.
- i. Improvements situated on an Estate shall be connected to the water and sewer lines as soon as practicable after same are available at the Estate line. No privy, cesspool or septic tank shall be placed or maintained upon or in any Estate. The installation and use of any propane, butane, LP Gas or other gas tank, bottle or cylinder of any type, shall require the prior written approval of the Architectural Review Committee.
  - ii. A general utility plan for the construction and installation of all utility and other services, including, but not limited to, water, sanitary sewer, storm sewer, electric, telephone, cable and gas services must be submitted to the Architectural Review Committee for approval prior to installation.
  - iii. Except as to special street lighting or other aerial facilities which may be required by the City of Lewisville, Texas or other governing body or which may be required by any utility company or which may be installed by the Declarant pursuant to its development plan, no aerial utility facilities of any type (except meters, risers, service pedestals, transformers and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed on the Property whether upon individual Estates, easements, streets, or rights-of-way of any type, either by the utility company or any other person or entity, including, but not limited to, any person owning or acquiring any part of the Property, and all utility service facilities (including, but not limited to, water, sewer, gas, electricity and telephone) shall be buried underground unless otherwise required by the City of Lewisville, Texas, or other governing body, or a public utility. All utility meters, equipment, air conditioning compressors, air conditioning and heating units and similar items must (to the extent reasonably practicable) be visually screened and located in areas not visible from Estates or improvements constructed thereon or adjacent Estates.

(f) Paint. All painted improvements and other painted structures on each Estate shall be repainted by the Owner thereof at his sole cost and expense as often as is reasonably necessary to insure the attractiveness and aesthetic quality of such Estate or improvements. The approval of the Architectural Review Committee otherwise required for improvements under Article 10, shall not be required for such repainting so long as neither the color nor the arrangement of the colors of any improvements, nor the color of any paint is altered.

(g) Construction Period. Once commenced, construction shall be diligently pursued to the end that it may not be left in a partly completed condition any longer than reasonable necessary.

(h) Signs. The location and design of all signs must be approved in writing by the Architectural Review Committee and should conform to the Design Guidelines promulgated by the Architectural Review Committee.

- (i) Miscellaneous Construction Standards.
- i. Roof top equipment, piping, flashing and other items exposed to any view on the building roof, if approved by the Architectural Review Committee, shall be painted to match the roof surface color, or otherwise blend in with the roof surface.
  - ii. Each kitchen facility within a commercial building or complex of buildings shall contain a water flushing garbage grinding disposal.
  - iii. Each commercial building, complex of buildings, or separate commercial business enterprises shall have a trash compactor on the premises adequate to handle the trash and waste items generated, manufactured, or acquired thereon by such commercial activities. The sorting, handling, moving, storing, removing, and disposing of all such waste materials must be housed or screened in a manner approved in writing, by the Architectural Review Committee. All facilities and plans for the disposal of wastes other than by public sewage methods (such as shredding, compaction, incineration, reclamation, or chemical dissolution) must be approved in writing by the Architectural Review Committee.

**Section 10.10 Easements, Utilities.** Easements and access easements for the installation and maintenance of utilities are reserved as shown on various recorded subdivision plats covering the Property or portions thereof. Temporary construction easements are further reserved across the Property to permit the development work to be performed by or on behalf of the Declarant. Easements for ingress and egress are reserved as shown on various recorded subdivision plats covering the Property or portions thereof.

**Section 10.11** Community Antenna Television (CATV) and Security Systems.

(a) CATV System. There shall be incorporated into any and all commercial structures a basic CATV System described and installed according to guidelines established by the Declarant and enforced by the Architectural Review Committee. Cable service shall be extended inside the structure to each level or floor and shall be connected to the system operated by the Declarant.

(b) Fire and Burglar Alarms. There shall be incorporated into any and all commercial structures a fire protection system designed and installed according to guidelines established by the Declarant and enforced by the Architectural Review Committee. This system shall be capable of adding an alarm communications interface capable of transmitting fire and burglar alarm signals. In conjunction with this alarm system, all exterior openings shall be pre-wired.

ALL OWNERS, TENANTS, GUESTS AND INVITEES OF ANY ESTATE OR ESTATE OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE DECLARANT, COMMERCIAL ASSOCIATION AND ITS BOARD OF DIRECTORS, THE MASTER ASSOCIATION AND ITS BOARD OF DIRECTORS AND THE ARCHITECTURAL REVIEW COMMITTEE DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM OR BURGLAR ALARM SYSTEM DESIGNED OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE DECLARANT OR THE ARCHITECTURAL REVIEW COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT THE FIRE PROTECTION AND BURGLAR ALARM SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE AND THAT THE AFORESAID FIRE PROTECTION AND BURGLARY ALARM SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS INSTALLED OR INTENDED. EACH OWNER, TENANT, GUEST OR INVITEE OF AN ESTATE OR AN ESTATE OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE DECLARANT, THE AFORESAID ASSOCIATIONS, BOARDS OF DIRECTORS AND ARCHITECTURAL REVIEW COMMITTEE ARE NOT AN INSURER AND THAT EACH OWNER, TENANT, GUEST AND INVITEE ASSUME ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, ESTATES OR TO THE CONTENTS OF ESTATES AND FURTHER ACKNOWLEDGE THAT DECLARANT, THE AFORESAID ASSOCIATIONS, BOARDS OF DIRECTORS AND ARCHITECTURAL REVIEW COMMITTEE HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO THE FIRE AND BURGLAR ALARM SYSTEMS DESCRIBED IN THIS SECTION 10.11(b).

(c) Metering. There shall be designated by the Owner or his representative, in conjunction with the technical representative of the Declarant, a specific single location within the commercial structure as the point of concentration for outputs from utility meter devices serving the unit. The Owner shall have the responsibility to insure that wiring is extended from the location at which utility meters are set to this designated location.

(d) Waiver. The Architectural Review Committee shall have the right to waive the foregoing requirements of Section 10.11 on a building-by-building basis or issue blanket waivers for particular tracts.

**ARTICLE 11**  
**ARCHITECTURAL REVIEW COMMITTEE**

The Architectural Review Committee (herein so called) of the Master Association shall function as the representative of the Owners of the Estates for the purposes set forth herein and in the Master Declaration as well as for all the purposes consistent with the creation and preservation of first-class commercial developments. All references in this Commercial Declaration to the Architectural Review Committee are references to the Architectural Review Committee created and governed by the terms and provisions of the Master Declaration and such Committee shall function as the Architectural Review Committee for all of the Property covered by this Commercial Declaration and all other property brought under the scheme of this Declaration. The Architectural Review Committee will have authority to grant variances to the standards required in Article 10 if it believes the variances are consistent with the quality development.

**ARTICLE 12**  
**MORTGAGEE PROTECTION**

**Section 12.1** Priority of Mortgage. Notwithstanding any other provision of this Commercial Declaration, it is hereby provided that a breach of any of the conditions contained in the Declaration by any Owner or of any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to an Estate or any part thereof. Any lien which the Commercial Association may have on any Estate for the payment of Assessments attributable to such Estate will be subordinate to the lien or equivalent security interest of any first mortgage on the Estate recorded prior to the date any such Assessments became due and prior to the date written notice of such Assessments was recorded in the appropriate real property records of Denton County, Texas.

**Section 12.2** Notices to Institutional Lenders. All institutional lenders holding first mortgages on an Estate, or portion thereof, shall be given notice of the following events if they deliver to the Commercial Association a written request that they receive such notices, together with a complete and accurate description of the Estate securing their mortgage and an accurate address for such lender:

(a) Notice of Owner's Default. The institutional holder or a first mortgage on any Estate shall be given written notice by the Commercial Association of any default by any Owner of such Unit in the performance of an obligation set forth in this Declaration which is not cured within 60 days.

(b) Notice of Change in Declaration. Each institutional lender holding a first mortgage shall be given 10 days written notice by the Commercial Association prior to the effective date of any change in the Declaration.

**Section 12.3** Financial Information. Upon written request to the Commercial Association, any institutional lender holding a first mortgage is entitled to: (a) inspect the books and records of the Commercial Association during normal business hours; and (b) receive an annual financial statement of the Commercial Association.

## ARTICLE 13 EASEMENTS

**Section 13.1** Easements. Easements, licenses, franchises or other similar permits for installation, maintenance, repair and removal of utilities, public rights-of-way and drainage facilities and floodway easements and video services, cable television services, security services, communication services, fire protection services and other similar services over, under and across the Property are reserved by Declarant for itself, its successors and assigns, as specifically set forth on recorded plats of the Property, portions thereof or as set forth in other documents of record in the Deed Records of Denton County, Texas. In addition, the Declarant hereby reserves to itself, its successors and assigns, easements for installation, maintenance and repair and removal of utilities and drainage facilities and video services, cable television services, security services, communication services, fire protection services and other similar services, such easements to be located between the right-of-way lines of public roads and streets and building set back lines from such public rights-of-way, such easements in no event to exceed fifteen feet (15') in width as measured from such right-of-way line. In any event such easements shall be contiguous to the right-of-way lines. Full right of ingress and egress shall be had by Declarant at all times over the Property to the extent reasonably necessary for the installation, operation, maintenance, repair or removal of any utility or drainage facility contained within any of the aforesaid easements. Full right of ingress and egress shall also be had by Declarant at all times over the Property as may be reasonably required to remove any obstruction that may be placed in such easements without the approval of the Declarant or the owner of the relevant easement, where such unauthorized obstruction would constitute interference with the use of such easement or with the use, maintenance, operation or installation of such utility or other services, as aforesaid. In no event shall the foregoing prohibit paving or landscaping within such easements. Declarant shall have the right to assign and convey, in whole or in part, the easements reserved by it hereunder to one or more public utility companies, quasi-public service companies, or relevant governmental authorities. All utilities and services installed within the aforesaid easements shall be installed underground. Full rights of ingress and egress shall be had by Declarant and its successors and assigns at all times over the Property for the installation, operation, maintenance, repair or removal of any utility or service together with the right to remove any obstruction that may be placed in the aforesaid easements that would constitute interference with the use of the aforesaid easements, or with the use, maintenance, operation or installation of such utility or service.

**Section 13.2** Ingress and Egress by the Commercial Association. Full rights of ingress and egress shall be had by the Commercial Association at all times over and upon each Estate for the maintenance and repair of each Estate in accordance with the provisions hereof, and for the carrying out by the Commercial Association of its functions, duties and obligations hereunder; provided, that any such entry by the Commercial Association upon any Estate shall be made with as little inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Commercial Association at the expense of such Association.

## ARTICLE 14 CONDEMNATION

In the event of taking by eminent domain of any part of the Commercial Common Area, the Commercial Association shall participate in the negotiations, agreements and settlements with the condemning authority or the court. The award or proceeds of settlement shall be payable to the Commercial Association for the use and benefit of the Owners.

## ARTICLE 15 GENERAL PROVISIONS

**Section 15.1** Duration. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Commercial Association and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty-five (35) years from the date that

this Declaration is recorded in the office of the County Clerk of Denton County, Texas, after which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument is signed by the Members entitled to cast sixty-seven percent (67%) of the votes of the Commercial Association in the aggregate, regardless of class, and has been recorded in the Deed Records, Denton County, Texas, agreeing to abolish the same Covenants, Conditions and Restrictions in whole or a substantial portion thereof; provided, however, that no such agreements to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

**Section 15.2** Amendments. Notwithstanding Section 15.1 of this Article, these Covenants and Restrictions may be amended and/or changed in part as follows:

(a) during the ten (10) year period immediately following, the date of recordation of the Covenants and Restrictions, the Declarant may amend or change these Covenants and Restrictions with the consent of at least fifty-one percent (51 %) of the outstanding votes of all Members of the Commercial Association, regardless of class;

(b) in all other situations, these Covenants and Restrictions may be amended or changed upon the express written consent of at least fifty-one percent (51%) of the outstanding votes of each membership class of the Commercial Association.

Notwithstanding subsections (a) and (b) above, the Declarant may execute and record amendments to this Declaration without such consent or approval if the amendment is for the purpose of correcting technical errors or for clarification only. Any and all amendments, if any, shall be recorded in the office of the County Clerk of Denton County, Texas.

**Section 15.3** Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by these covenants; and failure by the Commercial Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Architectural Review Committee, Declarant and/or the Commercial Association shall also have the right, but not the obligation, to enforce these covenants and restrictions in accordance with the provisions set forth within this Declaration.

**Section 15.4** Limitation of Restrictions on Declarant. Declarant is undertaking, the work of developing land for commercial purposes and incidental improvements upon the Property. The completion of that work and the sale or other disposal of such developed land is essential to the establishment and welfare of said Property as a commercial development. In order that said work may be completed and said Property be established as a fully occupied commercial development as rapidly as possible, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, its contractors, or subcontractors from doing to the Property, whatever is reasonably necessary or advisable in connection with the completion of said work; or

(b) Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Property, such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said Property as a commercial development and disposing of the same in parcels by sale, lease, or otherwise; or

(c) Prevent Declarant from conducting on any part of the Property such business or completing said work; or

(d) Prevent Declarant from maintaining such sign or signs on any of the Property as may be necessary for the sale, lease or disposition thereof, provided, however, that the maintenance of any such sign shall not unreasonably interfere with the use by any Owner of his Estate.

The foregoing limitations of the application of the restrictions to Declarant shall terminate upon the sale of Declarant's entire interest in the Property.

Any action taken by Declarant pursuant to any provision of this Section will not unreasonably interfere with the Owner's rights and use of his Estate.

**Section 15.5** Termination of and Responsibility of Declarant. If Declarant should convey all of its right, title and interest in and to the Property to any partnership, individual or individuals, corporation or corporations, then and in such event Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

**Section 15.6** Owners' Compliance. Each Owner, tenant or occupant of an Estate shall comply with the provisions of this Declaration, and to the extent they are not in conflict with the Commercial Declaration, each Owner, tenant or occupant of an Estate shall

comply with the decisions and resolutions of the Commercial Association, Architectural Control Committee or either one's duly authorized representative, and an Owner's, tenant's or occupant's failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due, for damages and/or fines, or for injunctive relief. All agreements and determinations lawfully made by the Commercial Association in accordance with the voting procedures established herein shall be deemed to be binding on all Owners of Estates, their successors and assigns.

**Section 15.7 Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

**Section 15.8 Headings.** The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

**Section 15.9 Notices to Member or Mortgagee.** Except as hereinafter set forth, notice required to be given to any Member or Mortgagee under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as Member or Mortgagee on the records of the Commercial Association at the time of such mailing. In the event that there are multiple Members or multiple mortgagees with respect to a single Estate the Commercial Association shall be obligated to send notice to only one (1) of the multiple Members and one (1) of the multiple mortgagees. Notice to one shall be deemed to be notice to all multiple members and mortgagees may designate one (1) of their group as the person entitled to notice by so notifying the Commercial Association in writing of such person and the address thereof, but if no such person is designated the Commercial Association may notify any one (1) of such multiple Members or multiple mortgagees. Notices of past due assessments, of the intention to institute any of the punitive provisions hereof, of any sanctions to be imposed hereunder or of any violations of this Commercial Declaration shall be sent to the affected person or entity by certified mail, return receipt requested and addressed as aforesaid.

**Section 15.10 Disputes.** Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or the Commercial Association's Articles of Incorporation and Bylaws, shall be determined by the Commercial Association's Board of Directors, whose reasonable determination shall be final and binding upon all Owners.

IN WITNESS WHEREOF, Castle Hills Development Corporation being the Declarant herein, has caused this instrument to be executed this 26th day of May, 2004.

**CASTLE HILLS DEVELOPMENT CORPORATION**


By:   
Chris R. Bright, President

**BRIGHT FARM PARTNERSHIP**

By:   
Chris R. Bright, Managing Partner

**HRB FARM, LTD.**

By: Castle Hills Development  
Corporation, Managing General Partner

By:   
Chris R. Bright, President

**CH TOWNHOMES, INC.**

By:   
Chris R. Bright, President

STATE OF TEXAS §  
COUNTY OF Dallas §

This instrument was acknowledged before me on the 19<sup>th</sup> day of July, 2004 by Chris R. Bright, President of Castle Hills Development Corporation, a Texas corporation.



Vicki Vaughn Fruge  
Notary Public, State of Texas

My Commission Expires: 6-5-2007

STATE OF TEXAS §  
COUNTY OF Dallas §

This instrument was acknowledged before me on the 19<sup>th</sup> day of July, 2004 by Chris R. Bright, Managing Partner of Bright Farm Partnership, a Texas partnership.



Vicki Vaughn Fruge  
Notary Public, State of Texas

My Commission Expires: 6-5-2007

STATE OF TEXAS §  
COUNTY OF Dallas §

This instrument was acknowledged before me on the 19 day of July 2004 by Chris R. Bright, President of Castle Hills Development Corporation, a Texas corporation, General Partner of HRB Farm, Ltd., a Texas limited partnership.



Vicki Vaughn Fruge  
Notary Public, State of Texas

My Commission Expires 6-5-2007

STATE OF TEXAS §  
COUNTY OF Dallas §

This instrument was acknowledged before me on the 19th day of July 2004 by Chris R. Bright, President of CH Townhomes, Inc., a Texas corporation.



Vicki Vaughn Fruge  
Notary Public, State of Texas

My Commission Expires 6-5-2007

**EXHIBIT "A"**

Being Lots 1-4, Block A, of CASTLE HILLS VILLAGE CENTER FINAL PLAT, an Addition to the City of Lewisville, Denton County, Texas, according to the Map thereof recorded in Cabinet U, Slide 789, of the Plat Records of Denton County, Texas.