

ARCHITECTURAL STANDARDS & ACC PERMITTED VARIANCES FOR FAIRFIELD OF PLANO

All Articles listed below come from the Declaration of Covenants, Conditions and Restrictions for Fairfield of Plano Homeowners Association. At the closing of the purchase of our homes, we all signed documents agreeing to abide by these Declarations and the Bylaws of our Homeowners Association.

1. ARTICLE V: RESTRICTIONS ON LOTS

Except for Common Areas owned or maintained by the Association or the City of Plano, Texas, all Lots in the subdivision shall be used for residential purposes. No garage shall be permanently enclosed for conversion to any other use. Open carports are not permitted unless special design circumstances warrant their use, in which case permission must be obtained in writing from the ACC prior to construction. Business use will be permitted providing that the use conforms to zoning regulations, is not detectable by sight, sound or smell, and does not increase or obstruct vehicular or pedestrian traffic.

2. ARTICLE VI: OUTBUILDING REQUIREMENTS

Every outbuilding, inclusive of such structures as a detached garage, storage building, gazebo, spa, greenhouse or children's playhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. All such outbuildings shall be subject to the approval of the ACC. In no instance shall an outbuilding exceed eight (8) feet in height at its highest point, or exceed one hundred twenty (120) square feet in size.

3. ARTICLE VII: BUILDING MATERIALS

Roofing shall be architectural, 20-year composition shingles, as approved by the ACC. All other materials must be identical in color and composition to the materials used to build your house. All matters set forth in this Article requiring approval shall require the express, advance, written approval of the ACC.

4. ARTICLE VIII: FENCES

No fence or wall shall be built or maintained forward of the front wall line, nor any hedge planted or maintained forward of the front setback line, of the main structure, not including decorative walls or fences which are part of the architectural design of the main structure, and which are not built or maintained nearer than the building setback line of any Lot unless otherwise approved in writing by the ACC. All fences or walls located on a Lot are to be maintained at the expense of the Lot Owner. All fences shall be all wood composed of one inch by three and one half inches (1" x 3.5"), six feet (6') or eight feet (8') tall, notched vertical planks. No fence panel shall exceed ten feet (10") in length. In the event that any fence intersects (the "Intersecting Fence") with any fence that is of a lower height, the Intersecting Fence shall be decreased in height, at a steady rate, over the last ten (10) feet in length of such Intersecting Fence before it intersects with the lower fence so that there is a smooth transition from the higher level down to the

lower level. Parallel or double fences are not permitted. Fences may not be painted, however a clear finish or a natural wood colored stain may be used if the natural grain of the wood shows through. No fence, wall, hedge or shrub planting which obstructs sight lines shall be placed or permitted to remain on any corner Lot within the triangular area as formed by the extension of curb lines and a line connecting them at points twenty-five feet (25') from the intersection of the curb lines into the street, or in the case of a rounded property corner, from the intersection of three and one-half feet (3-1/2') tall shall be allowed in this inscribed triangle. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

5. ARTICLE IX: DRIVEWAYS AND SIDEWALKS

Location, design and any decorative surface must be approved by the ACC. Asphalt and gravel driveways and sidewalks are specifically prohibited.

6. ARTICLE X: TEMPORARY STRUCTURES

No structure of a temporary character (sales structure, trailer, tent, shack, garage, barn or other outbuildings) shall be used on any Lot at any time for storage or as a residence, either temporarily or permanently. No trailer, camper, recreational vehicles, or similar vehicles shall at any time be parked in view of any other lot or dwelling unit or connected to utilities situated within a Lot. No prefabricated dwelling or building previously constructed elsewhere may be placed or maintained on any Lot. No modular or mobile home may be placed or maintained on any Lot. All structures of a temporary character must be approved by the ACC.

7. ARTICLE XI: SIGNS

No signs, banners, or pennants of any kind shall be displayed to the public view on any Lot except one (1) professional sign of not more than nine (9) square feet advertising the property for sale. Signs advertising subcontractors or suppliers are specifically prohibited. The sign may state only the name and phone number of the seller and/or their agent. For rent, for lease, distressed, foreclosures and bankruptcy references are specifically prohibited. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than 90 days in advance of the election to which they pertain and are removed within 15 days after the election. The ACC shall have control over all verbiage on all signs. Except for signs advertising a Lot for sale and adhering to the provisions of this Article XI, all signs within the Properties shall be subject to the prior written approval of the ACC.

8. ARTICLE XII: MAINTENANCE

All yards and lawns shall be kept neat and well maintained and all grass, weeds, and vegetation on each Lot shall be kept mowed at regular intervals. Trees, shrubs, vines and plants that die, shall be promptly removed from each Lot and replacements of equal

quality or value promptly installed. Lawns must be properly maintained (not to exceed six inches[6"] in height) and fences must be repaired and maintained and no objectionable or unsightly usage of Lots will be permitted which is visible to public view. If, at any time, and from time to time, an Owner shall fail to control weeds, grass or unsightly growth exceeding eight (8) inches in height, the Association shall have the right to go onto such Lot and shall have the authority and right to assess and collect from the Owner of such Lot the reasonable costs incurred in connection with such mowing or cleaning.

9. ARTICLE XIII: LANDSCAPING

All front yards and side yards on all Lots must be planted with grass or other ground cover exclusive of any landscaped areas. Decorative ground cover rock in the front and side yards may not exceed ten (10%) percent of the total area of the front and side yards. Cuts into natural grade visible from the street are to be faced with masonry, landscape timbers, sodding or landscaping. Allowances may be made for areas left in their natural state depending on their appearance. Any border around any bed of flowers, garden, tree, plant, or any landscaped area will be constructed of brick, rock or any other material designed for the purpose of bordering such areas. If composed of brick, the brick must be mortared, and the brick and mortar must match in color to that used to build your house. If composed of rock, the rock must be mortared with like colored mortar, if and only if the rock wall is more than one level high. The color of the rock used must be in harmony or compliment the color of your house. Any border around a bed of flowers or garden must be consistent in materials, color, and appearance with other borders around trees, plants and other landscaped areas. Any and all other ACC approved materials used for a border must consist of a color, which is in harmony or compliments the color of the house. All matters set forth in this Article requiring approval shall require the express, advance, written approval of the ACC.

10. ARTICLE XIV: VEHICLES

No trailer, motor home, tent, boat. Recreational vehicle, travel trailer, any truck larger than a three-quarter (3/4) ton pick-up, or wrecked, junked or wholly inoperable vehicle shall be kept, parked, stored or maintained on any portion of the front yard area of a Lot nor shall be kept, parked, stored or maintained on other portions of the Lot, unless in an enclosed structure or in a screened area which prevents the view thereof from any Lots or dwelling and streets. Intermittent overnight parking of trailer, motor home, tent, boat, recreational vehicle or travel trailer for a period of time not to exceed twenty-four (24) consecutive hours will be permitted. No dismantling or assembling of an auto, trailer, any truck or any other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. The ACC, as designated in this Declaration, shall have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable and adequately screened from public view. Upon an adverse determination by said ACC, the vehicle and/or accessory shall be removed and/or otherwise brought into compliance with this paragraph. No vehicles, trailers, implements or apparatus may be

driven or parked on any easement. All matters set forth in this Article requiring approval shall require the express, advance, written approval of the ACC.

11. ARTICLE XV: NUISANCES

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property (reasonable security or landscape, or tennis court lighting is permitted with the prior approval of the ACC. No exterior speakers, horns, whistles, bells or other sound devices (except security devices used exclusively to protect the Lot and improvements situated thereon or entry door and patio intercoms) shall be placed or used upon any Lot. All matters set forth in this Article requiring approval shall require the express, advance, written approval of the ACC.

12. ARTICLE XVI: GARBAGE AND REFUSE DISPOSAL

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers. No trash, ashes or other refuse may be thrown or dumped on any vacant Lot, park, street, Right of Way, or drainage area in the Properties. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris shall be stored, kept, placed or maintained on any Lot where visible from any street except twelve (12) hours before the City of Plano's designated day for removal of garbage and rubbish and during which time only such cans, bags, containers, and receptacles may be placed in front of a residence and beside a street for removal but shall be removed from view (placed in your garage or behind your fence) within twelve (12) hours of servicing by the Environmental Waste Services Division. The ACC has amended this Article due to the new City of Plano ordinances. Garbage receptacles placed in any location, other than in your garage or within the fenced area of your yard, is in violation of the Declaration of Covenants.

13. ARTICLE XVII: PETS

No animals, livestock, poultry, exotic or dangerous pets of any type (i.e. pit bulls, Boa constrictors, ferrets, etc.) that may pose a safety or health threat to the community shall be raised, bred or kept on any Lot except for cats, dogs, or other generally recognized household pets of a reasonable number provided that they are not kept, or maintained for any commercial purposes and provided further that no more than a total of four (4) adult animals may be kept on a single Lot. Adult animals for the purpose of these covenants shall mean and refer to animals one (1) year or older. All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws), and in accordance with all rules established by the Association. It shall be the responsibility of the owners of such household pets to prevent the animals from running loose or becoming a nuisance to the other residents. Owners of such animals shall be responsible for damages to other owner's property or for damage to the Common areas

caused by their household pets. All dogs must be on a leash when being walked in the neighborhood. It is the responsibility of the owners of dogs to keep their animals off of the property of any other homeowner, and to clean up after their animals at any location within the Properties.

14. ARTICLE XX: MICROWAVE, RADIO, TV ANTENNA, AND SOLAR COLLECTORS

No microwave dishes, radio, citizen band or otherwise, or television aerial wires or antennas shall be maintained on any portion of any Lot, except those which are fully enclosed or retractable within the structure of the Living Unit. No microwave dishes, antennas, receivers, or transmitters shall be placed on any Lot without being fully enclosed or fully screened from public view. Satellite dishes must be installed on the roof at the rear of your house in a location not visible from the street. If your house is located on a corner Lot, the satellite dish must be installed on the rear corner of the roof, which is the farthest distance from both streets. Solar apparatus must be approved by the ACC before erection.

15. ARTICLE XXI: CLOTHES HANGING DEVICES

Clothes hanging devices exterior to a dwelling shall not exceed six (6) feet in height and shall be so located as to not be visible from any street.

16. ARTICLE XXII: UTILITY EASEMENTS AND ACCESS

The easement area of each Lot, if any, and all improvements in such area shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. No utility company using the easements herein or referred to shall be liable for any damage done by them or their assigns, agents, employees or servants to shrubbery, streets or flowers or other property of the Owners situated on the land covered by said easements. For this reason, the ACC advises you not to plant or make any improvement to any area covered by an easement.

17. ARTICLE XXIII: WALL, LANDSCAPING, MAINTENANCE, AND OTHER EASEMENTS

- (a) Any fence, wall or monument constructed by Declarant pursuant to the rights herein retained shall be transferred and conveyed to the Association following completion of construction which shall maintain said fence at all times in its original condition, with materials matching its original construction, and shall ensure that the exterior thereof is kept clean and free of all defacing, blemishes, marks, and markings thereon.
- (b) In the event that any Owner fails to maintain his Lot as required herein or in the event of emergency, the Association shall have the right but not the obligation to enter upon the Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property.

18. ARTICLE XXVIII: ENFORCEMENT

If the Owner of any Lot, or its heirs, executors, administrators, successors, assigns or tenants, shall violate or attempt to violate any of the restrictions and covenants set forth in this Declaration, it shall be lawful for the Association to prosecute any proceedings against the person or persons violating or attempting to violate any such restrictions and covenants. The failure of any Owner or tenant to comply with any restriction or covenant will result in irreparable damage to other Owners of Lots in the Subdivision; thus the breach of any provision of this Declaration may not only give rise to an action for damages at law, but also may be enjoined or may be subject to an action for specific performance in equity in any court of competent jurisdiction. In the event an action is instituted to enforce the terms hereof or prohibit violations hereof, and the party bringing such action prevails, then in addition to any other remedy herein provided or provided by law, such party shall be entitled to recover court costs and reasonable attorney's fees. The ACC and Association shall not be charged with any affirmative duty to police, control or enforce the terms of this Declaration and these duties shall be born by and be the responsibility of Lot Owners.

19. ARTICLE XXX: ATHLETIC FACILITIES

Basketball goals, or backboards, or any other similar sporting equipment of either a permanent or temporary nature shall not be placed within ten feet (10') from the front property line of any Lot or on the side lot lines of corner lots in the Subdivision without the prior written consent of the ACC. All basketball backboards shall be of a clear, see-through material and all supporting poles and stanchions shall be painted either black or dark hunter green.

20. ARTICLE XXXII: VOTING RIGHTS

All voting rights of an Owner may be suspended by the Board of Directors during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to Article XXXII or is otherwise in default thereunder or under the Bylaws or Rules and Regulations of the Association. No Owner who is delinquent in the payment of any assessment may hold any position on the Board, may be a member of any committee of the Association, or have rights to access or use of any Common area within the Properties.

21. ARTICLE XXXIII: COVENANTS FOR MAINTENANCE ASSESSMENTS

Please refer to pages 16-18 of the Declaration of Covenants, Conditions and Restrictions for Fairfield of Plano Homeowners Association.

22. ARTICLE XLII: ADDITIONAL INFORMATION

Architectural Design Guidelines for the subdivision, Rules and Regulations of the Association, and other documents and information which may affect an Owner or contractor for improvements to a Lot are maintained at the offices of the Association at 2711 North Haskell, Suite 2650, Dallas, Texas 75204. Each Owner is advised to carefully examine each of such documents in addition to these Restrictions to determine his rights and obligations.

We hope that compliance by all homeowners will “provide for development of the highest quality to enhance the value of investment made by owners of Lots,” as stated in Article I of the Declaration of Covenants, Conditions and Restrictions for Fairfield of Plano Homeowners Association.