CERTIFICATE OF FORMATION

EXHIBIT "D"

Certificate of Formation

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Carlos H. Cascos
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

Villages of Star Trail Homeowners Association, Inc.
File Number: 802386290

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 02/05/2016

Effective: 02/05/2016

Carlos H. Cascos
Secretary of State

CERTIFICATE OF FORMATION

OF

VILLAGES OF STAR TRAIL

HOMEOWNERS ASSOCIATION, INC.

FILED
In the Office of the
Secretary of State of Texas
FEB 05 2016
Corporations Section

I, the undersigned, being of the age of eighteen years or more, acting as incorporator of a corporation under Chapter 22 of the Texas Business Organizations Code, Tex. Civ. Stat. Ann. § 22.001 *et seq.* (the "Code"), as it may be amended, do hereby adopt the following Certificate of Formation for such corporation:

Article I. Name. The name of the corporation is Villages of Star Trail Homeowners Association, Inc. ("Corporation" or "Association").

Article 2. Duration. The Corporation shall have perpetual duration.

Article 3. Applicable Statute. The Corporation is a non-profit corporation organized pursuant to the provisions of Chapter 22 of the Texas Business Organizations Code, § 22.001 *et seq.*

Article 4. Purposes and Powers. The Corporation does not contemplate pecuniary gain or benefit, direct or indirect, to its members. In way of explanation and not of limitation, the purposes for which it is formed are:

(a) to be and constitute the Association to which reference is made in the Declaration of Covenants, Conditions and Restrictions for Villages of Star Trail to be recorded in the Office of the County Clerk of Collin County, Texas, as it may be amended from time to time (the "Declaration"), to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as specified therein, in the Bylaws and as provided by law; and

(b) to provide an entity for the furtherance of the interests of the owners of property subject to the Declaration.

In furtherance of its purposes, the Corporation shall have the following powers, which, unless indicated otherwise by the Declaration or Bylaws, may be exercised by the Board of Directors:

(a) all of the powers conferred upon non-profit corporations by common law and the statutes of the State of Texas in effect from time to time;

(b) all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in this Certificate of Formation, the Bylaws or the Declaration, including, without limitation, the following:

(i) to fix, levy, and collect assessments and other charges to be levied against the property subject to the Declaration and to enforce payment thereof by any lawful means;

(ii) to manage, control, operate, maintain, preserve, repair and improve the common area and facilities, and any property subsequently acquired by the Corporation, or any property owned by another, for which the Corporation, by rule, regulation, Declaration or contract, has a right or duty to provide such services;

(iii) to enforce covenants, conditions or restrictions affecting any property to the extent the Association may be authorized to do so under the Declaration or Bylaws;

(iv) to engage in activities which will actively foster, promote and advance the common interests of all owners of property subject to the Declaration;

(v) to buy or otherwise acquire, sell or otherwise dispose of, mortgage, or otherwise encumber, exchange, lease, hold, use, operate and otherwise deal in and with real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the Corporation, which shall include the power to foreclose its lien on any property subject to the Declaration by judicial or non-judicial means;

(vi) to borrow money for any purpose subject to such limitations as may be contained in the Bylaws;

(vii) to enter into, make, perform and enforce contracts of every kind and description and to do all other acts necessary, appropriate or advisable in carrying out any purpose of the Association, with or in concert with any other association, corporation or other entity or agency, public or private;

(viii) to act as agent, trustee or other representative of other corporations, firms or individuals and, as such, to advance the business or ownership interests in such corporations, firms or individuals;

(ix) to adopt, alter and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Association; provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of the Declaration; and

(x) to provide or contract for services benefiting the property subject to the Declaration, including, without limitation, garbage removal and any and all supplemental municipal services as may be necessary or desirable.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; provided, none of the objects or purposes herein set out shall be construed to authorize the Corporation to do any act in violation of the Texas Business Organizations Code, and all such objects or purposes are subject to said Code.

The powers specified in each of the paragraphs of this Article 4 are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provision of this Article 4.

Article 5. Definitions. All capitalized terms used in this Certificate of Formation shall be defined in the same manner as defined in the Declaration, which definitions are incorporated herein by this reference.

Article 6. Membership. The Corporation shall be a membership corporation without certificates or shares of stock. All Owners (as defined in the Declaration), by virtue of their ownership of Lots subject to the Declaration, are members of the Association. The members shall be divided into classes and entitled to a vote in accordance with the Declaration and Bylaws.

Article 7. Board of Directors. The business and affairs of the Corporation shall be conducted, managed and controlled by a Board of Directors (the "Board"). The Board may delegate such operating authority to such companies, individuals or committees as it, in its discretion, may determine. The Board shall consist of no less than three (3) and no more than five (5) members. The initial Board shall consist of the following three (3) members:

Name	Address
Dena Devoto	8000 Warren Parkway, Suite 100 Frisco, TX 75034
George Mitchell	8000 Warren Parkway, Suite 100 Frisco, TX 75034
Kerry Harrington	8000 Warren Parkway, Suite 100 Frisco, TX 75034

The method of election, removal and filling of vacancies, and the term of office and number of directors shall be as set forth in the Bylaws.

Article 8. Liability of Directors. To the fullest extent permitted by Texas statutes, as the same exist or as they may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits broader limitation than permitted prior to such amendment), a director of the Corporation shall not be liable to the Corporation for monetary

damages for an act or omission in the director's capacity as a director. Any repeal or amendment of this Article 8 by the Corporation shall be prospective only and shall not adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such repeal or amendment.

Article 9. Dissolution. The Corporation may be dissolved only as provided in the Bylaws, and by the laws of the State of Texas. The City of Prosper must consent to the dissolution of the Corporation.

Article 10. Amendments. Subject to the provisions of the Texas Business Organizations Code, if applicable, this Certificate of Formation may be amended with the approval of the Board and seventy-five percent (75%) of the total votes in the Association, and with the approval of the Class "B" Member, so long as such membership exists. No amendment shall conflict with the Declaration nor shall any amendment be effective to impair or dilute any rights of members that are granted by the Declaration.

Article 11. Action Without a Meeting. Any action required by the Texas Business Organizations Code to be taken at a meeting of the members or directors of the Corporation or any action that may be taken at a meeting of the members or directors or of any committee may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of members, directors or committee members as would be necessary to take that action at a meeting at which all of the members, directors or members of the committee were present and voted.

Article 12. Registered Agent and Office. The initial registered office of the Corporation is 3710 Rawlins St., Suite 1400, Dallas, Texas 75219, and the initial registered agent at such address is Lance E. Williams.

Article 13. Incorporators. The name and address of the incorporator is as follows:

Lance E. Williams
Riddle & Williams, P.C.
3710 Rawlins Street, Suite 1400
Dallas, Texas 75219

IN WITNESS WHEREOF, the undersigned incorporator has executed this Certificate of Formation this 4th day of February, 2016.

Lance E. Williams

G\ART-INC\Star Trail (Villages of)

BYLAWS

EXHIBIT "C"

Bylaws

BYLAWS

OF

VILLAGES OF STAR TRAIL HOMEOWNERS ASSOCIATION, INC.

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BYLAWS
OF
VILLAGES OF STAR TRAIL HOMEOWNERS ASSOCIATION, INC.

Article I
Name, Principal Office and Definitions

Section 1.1. Name. The name of the Association shall be **VILLAGES OF STAR TRAIL HOMEOWNERS ASSOCIATION, INC.** (the "Association").

Section 1.2. Principal Office. The principal office of the Association in the State of Texas shall be located in Collin County. The Association may have such other offices, either within or outside the State of Texas, as the Board may determine or as the affairs of the Association may require.

Section 1.3. Definitions. The words used in these Bylaws shall be given their ordinary, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for Villages of Star Trail (said Declaration, as amended, renewed or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall otherwise require.

Article II
Association: Membership, Meetings, Quorum, Voting, Proxies

Section 2.1. Membership. Each Owner of a Lot shall be a Member of the Association, as more fully set forth in the Declaration. The provisions of the Declaration pertaining to membership are specifically incorporated herein by reference.

Section 2.2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as the Board may designate.

Section 2.3. Annual Meetings. Annual meetings shall be set by the Board so as to occur during the second quarter of the Association's fiscal year on a date and at a time set by the Board.

Section 2.4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of a majority of the Board or upon a petition signed by Members representing at least ten percent (10%) of the total votes of the Association.

Section 2.5. Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of the Members shall be delivered, either personally, by mail or by

electronic mail, to each Member not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. Each Member must keep an updated electronic mail address registered with the Association.

In the case of a special meeting or when required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid. If electronically mailed, the notice of a meeting shall be deemed to be delivered when the Association electronically transmits the notice to the Member's registered electronic mail address as it appears on the records of the Association.

Section 2.6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

Section 2.7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, one additional meeting may be called, subject to the notice requirements set forth in Section 2.5, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken is approved by Members representing at least a majority of the votes required to constitute a quorum.

Section 2.8. Voting Rights. The voting rights of the Members shall be as set forth in the Declaration and these Bylaws, and the Declaration's voting rights provisions are specifically incorporated herein.

Section 2.9. Voting Methods. Unless otherwise provided in the Declaration, Bylaws, or Certificate of Formation (collectively, the "Governing Documents"), Members may vote by one or more of the following methods: in person, by proxy, by absentee ballot or by electronic ballot. The Association is not required to provide Members with more than one voting method; provided, however, Members must be allowed to vote by absentee ballot or by proxy. Electronic ballot means a ballot given by (i) electronic mail, (ii) facsimile, or (iii) posting on an Internet

website, for which the identity of the Member can be confirmed and for which the Member may receive a receipt of the transmission and receipt of the Member's ballot. All proxies, absentee ballots and electronic ballots shall be in writing, dated, signed by the Member and filed with the Secretary or other person designated by the Board to receive proxies/ballots before the appointed time of each meeting. The Board may elect to allow Members to cast their votes by secret ballot. If so elected, the Board shall take measures to reasonably ensure that (i) a Member cannot cast more votes than the Member is eligible to cast in an election or vote; (ii) the Association counts each vote cast by a Member that the Member is eligible to cast; and (iii) in any election for the Board, each candidate may name one person to observe the counting of the ballots, provided that this does not entitle any observer to see the name of the person who cast any ballot, and that any disruptive observer may be removed from the area where the ballots are being counted. Each proxy must also identify the proxy holder and the purpose of the meeting for which the proxy is given. If an electronic ballot is posted on an Internet website, a notice of the posting shall be sent to each Member that contains instructions on obtaining access to the website posting. Proxies and absentee ballots shall be deemed to have been filed upon the Secretary's or other designated person's receipt of the proxy/absentee ballot by mail, facsimile or hand delivery. Ballots cast electronically shall be deemed to have been filed upon the Secretary's or other designated person's receipt of the electronic ballot as evidenced by a facsimile confirmation receipt or an electronic transmission receipt. The Board may establish rules governing when ballots must be filed with the Association in order to be valid for use at a meeting. Electronic ballots which are electronically mailed from the Member's registered electronic mail address shall be deemed to be signed by the Member.

Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of such Member's Lot, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a Member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy. Any proxy designated for a meeting which is adjourned, recessed or rescheduled, is valid for the reconvened meeting unless the proxy is revoked or terminated in writing prior thereto.

Section 2.10. Majority. As used in these Bylaws, the term "majority" shall mean those votes, owners or other group, as the context may indicate, totaling more than fifty percent (50%) of the total number.

Section 2.11. Quorum. The presence in person, by proxy, by absentee ballot or by electronic ballot of Members representing at least ten percent (10%) of the votes of all Members and, until expiration of the Development Period, the presence of a duly appointed representative of the Declarant shall constitute a quorum at all meetings of the Association. Absentee or electronic ballots may be counted towards a quorum only for items appearing on the ballot.

Section 2.12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 2.13. Telephonic and Electronic Meetings. Subject to Board approval, Members of the Association may participate in and hold meetings of the Members by means of conference telephone or similar communications equipment, or another suitable electronic communications system, including videoconferencing technology or the Internet, or any combination, if the telephone or other equipment or system permits each person participating in the meeting to communicate with all other persons participating in the meeting. If voting or an election is to take place outside of a meeting, including voting by electronic or telephonic means, the Board must (i) provide notice of the election or vote to all Members entitled to vote on any matter under consideration not later than the 20th day before the latest date on which a ballot may be submitted to be counted, (ii) implement reasonable measures to verify that every person voting at the meeting by means of remote communications is sufficiently identified; and (iii) keep a record of any vote or other action taken. Participation in the meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 2.14 Adjournment of Meeting. At any meeting of the Association, at which a quorum is present, a majority of the Members present at the meeting, either in person or by proxy, may move to adjourn the meeting to another time or place.

Section 2.15 Recount of Votes. A Member may request a recount of the votes cast by the Members at a meeting no later than the 15th day after the later of (i) the date of the meeting of Members at which the election or vote was held, or (ii) the date of the announcement of the results of the election or vote. A demand for a recount must be submitted in writing either by verified mail or by delivery by the United States Postal Service with signature confirmation service to the Association's mailing address as reflected on the certificate required to be recorded pursuant to Section 209.004 of the Texas Property Code (the "Code") (the "Management Certificate"); or in person to the managing agent as reflected on the latest Management Certificate or to the address to which absentee and proxy ballots are mailed. Upon the Board's timely receipt of a written request for a recount, the Board shall estimate the costs for performance of the recount by a person qualified to tabulate votes under the Code and must send an invoice for the estimated costs to the requesting Member at the Member's last known address according to the Association's records not later than the 20th day after the date the Association receives the Member's demand for the recount. The Member demanding a recount must pay the invoice in full to the Association on or before the 30th day after the date the invoice is sent to the Member. If the invoice is not paid by the deadline prescribed above, the Member's demand for a recount is considered withdrawn and a recount is not required. If the estimated costs are lesser or greater than the actual costs, the Association shall send a final invoice to the Member on or before the 30th business day after the date the results of the recount are provided. If the final invoice includes additional amounts owed by the Member, any additional amounts not paid to the Association before the 30th business day after the date the invoice is sent to the Member may be added to the Member's account as an assessment,. If the estimated costs exceed the final invoice amount, the Member is entitled to a refund. The refund shall be paid to the Member at the time the final invoice is sent under this Section 2.15.

Following receipt of payment of the invoice for the cost of the recount, the Association shall engage the services of a person qualified to tabulate the votes. This person must (i) not be a Member of the Association or related to a Member of the Board; and (ii) be a current or former county judge, county elections administrator, justice of the peace, county voter registrar, or a person mutually agreed upon by the Board and each requesting Member. On or before the 30th day after the date of receipt of payment for the recount the recount must be completed and the Association shall provide written notice of the results of the recount to each Member who requested the recount. If the recount changes the results of the election, the Association shall reimburse the requesting Member for the cost paid by the Member for the recount not later than the 30th day after the date the results of the recount are provided. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

Article III
Board of Directors; Number, Term, Powers, Meetings

A. Composition and Selection.

Section 3.1. Governing Body; Composition. The affairs of the Association shall be governed by a Board, each of whom shall have one vote. Except with respect to directors appointed by the Declarant during the Class "B" Control Period, directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time unless each spouse is a Member of the Association. In the case of a Member which is not a natural person, the person designated in writing to the Secretary of the Association as the representative of such Member shall be eligible to serve as a director. Members who have been convicted of a felony or crime involving moral turpitude not more than twenty (20) years before evidence of such conviction is presented to the Board may also not serve as a Director.

Section 3.2. Number of Directors. The Board shall consist of not less than three (3) nor more than five (5) persons. The initial Board shall consist of the three (3) persons named in the Certificate of Formation.

Section 3.3. Election and Term of Office. Subject to the provisions of this Section 3.3 below, the directors shall be selected by the Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant until termination of the Class "B" Control Period. Notwithstanding any other provision contained herein:

(a) On or before the 120th day after the date that at least seventy-five percent (75%) of the total number of Lots that may be created and made subject to the Declaration have been conveyed to Members other than the Declarant or a Builder or whenever the Declarant earlier determines (but in no event later than the 10th anniversary of the date the Declaration was recorded), a meeting shall be held at which Members other than the Declarant shall be entitled to elect one of the directors (if the Board is comprised of 3 directors) or shall be entitled to elect

two directors (if the Board is comprised of 5 directors). Directors elected by the Members other than Declarant shall be at-large directors. The remaining directors shall be appointees of the Declarant. The directors elected by the Members other than Declarant shall not be subject to removal by the Declarant and each director shall be elected for a term of two (2) years or until the happening of the event described in Subsection (b) below, whichever is shorter. If such directors' terms expire prior to the happening of the event described in Subsection (b) below, successors shall be elected in the same manner for a like term.

(b) On or before the 120th day after termination of the Class "B" Control Period, the Association shall call a meeting at which the Members shall be entitled to elect the directors. If the Board is then comprised of three (3) directors, two (2) directors shall be elected for a term of two (2) years and one (1) director shall be elected for a term of one (1) year. If the Board is then comprised of five (5) directors, three (3) directors shall be elected for a term of two (2) years and two (2) directors shall be elected for a term of one (1) year. At the expiration of the initial term of office of each member of the Board of Directors and at each annual meeting thereafter, a successor shall be elected to serve for a term of two (2) years.

Section 3.4. Nomination and Election Procedures.

(a) Nominations. Nominations for election to the Board may be made from the floor, by written request of a Member to the Secretary, or by a committee designated by the Board to accept nominations, such as a Nominating Committee. The Nominating Committee, if created, shall consist of a chairman, who shall be a director, and two (2) or more Members. The Nominating Committee shall be appointed, if at all, by the Board not less than thirty (30) days prior to each annual meeting of the Members to serve a term of one (1) year or until their successors are appointed. At least ten (10) days before the date the Association disseminates absentee ballots or other ballots to the members for purposes of voting in a Board member election, the Association must provide notice to the Members soliciting candidates interested in running for a position on the Board. The notice must contain instructions for an eligible candidate to notify the Association of the candidate's request to be placed on the ballot and the deadline to submit the candidate's request. The deadline may not be earlier than the tenth (10th) day after the date the Association provides the notice required hereunder. The notice must be provided to the Members in the same method as provided in Section 3.9 of these Bylaws. Any Member whose nomination is received by the Secretary or other designated person or committee prior to the deadline to submit a request, shall be included on each absentee ballot or other ballot for a Board member election. Any Member whose nomination is received after this period as well as any Member nominated from the floor at the annual meeting shall be included among the nominees running for election to the Board. A change in the list of nominees after the date that the annual meeting notice is sent shall not constitute an amendment to the motion to elect directors. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes. The Board may adopt additional rules governing the procedures for the nomination of directors.

(b) Election Procedures. Each Member may cast all votes attributed to the Lots which such Member represents for each vacancy to be filled. A candidate, or his or her parent, child,

brother, sister, grandparent, grandchild, great grandparent, great grandchild, aunt, or uncle may not count the votes for an election. A person who is authorized to count votes (or who performs a recount under Section 2.15) may not disclose to any other person how a Member voted; provided, however, that in the event of a recount, the person conducting the recount may be provided access to the ballots for purposes of the recount. Each candidate for election to the Board may name one person to observe the counting of the ballots, provided that this does not entitle any observer to see the name of the person who cast any ballot, and that any disruptive observer may be removed from the meeting. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled and who receive the greatest number of votes shall be elected. The directors elected by the Members shall hold office until the expiration of his or her term and until his or her successor is duly elected and qualified. Directors may be elected to serve any number of consecutive terms.

Section 3.5. Removal of Directors; Vacancies. Any director elected by the Members other than the Declarant may be removed, with or without cause, by the vote of the Members holding a majority of the votes entitled to be cast for the election of such director. Directors appointed by the Declarant during the Class "B" Control Period shall not be subject to removal by the non-Declarant Members. Directors elected by the non-Declarant Members shall not be subject to removal by the Declarant. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall then and there be elected by the Members to fill the vacancy for the remainder of the term of such director.

If the Board is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a Director was convicted of a felony or crime involving moral turpitude not more than twenty (20) years before the date the Board is presented with the evidence, then the Director shall be automatically disqualified from service on the Board, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term.

In the event of the death, disability or resignation of a director elected by the Members other than Declarant, a vacancy may be declared by the Board, and it may appoint a successor to serve for the remainder of the term of such director. Alternatively, the Board may call for an election for the purpose of electing a successor to fill any such vacancy on the Board. In such case, the Members shall be entitled to elect a successor to serve for the remainder of the term of such director.

B. Meetings.

Section 3.6. Organizational Meetings. The first meeting of the Board following each annual meeting of the Membership shall be held at such time and place as shall be fixed by the Board. The Board shall announce the actions taken at the organizational meeting, including the election of officers, at the next Board meeting and record those actions in the minutes of that meeting.

Section 3.7. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the directors. Following expiration of the Class "B" Control Period, at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter and regular meetings, except those held by electronic or telephonic means, must take place in Collin County or in any county adjacent thereto. Notice of the date, time and place of the meeting shall be communicated to directors no less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 3.8. Special Meetings. Special meetings of the Board shall be held when called by written notice signed in person or electronically by the President or by any two (2) directors. The notice shall specify the date and time of the meeting, and if the meeting is held solely by using a conference telephone or other communication system, the location of the meeting, and the nature of any special business to be considered. Special meetings, except those held by electronic or telephonic means, must take place in Collin County or in any county adjacent thereto. The notice shall be given to each director by one of the following methods: (i) by personal delivery; (ii) written notice by first-class mail, postage prepaid; (iii) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (iv) by electronic mail, facsimile, computer, fiber-optics or other communication device. All such notices shall be given at the director's telephone number, facsimile number, registered electronic mail address, or sent to the director's address as shown on the records of the Association. Notices sent by first-class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, text message, electronic mail or other device shall be delivered or transmitted at least seventy-two (72) hours before the time set for the meeting.

Section 3.9. Notice to Members of Board Meetings. Except as provided in Section 3.10, notice of the date, time, place, and general subject matter, including a general description of matters to be considered in executive session, of each Board meeting shall be given to each Member by one of the following methods: (i) by personal delivery of written notice; (ii) written notice by first-class mail, postage prepaid; (iii) by posting notice in a conspicuous manner in the community on the Common Area or on privately-owned property with the property owner's consent **and** by electronic mail to each Member who maintains a registered electronic mail address with the Association; or (iv) by posting notice on a website, if any, maintained by or on behalf of the Association **and** by electronic mail to each Member who maintains a registered electronic mail address with the Association. It is each Member's duty to keep an updated electronic mail address registered with the Association at all times. All such notices shall be given at the Member's mailing address or registered electronic mail address as shown on the records of the Association. Notices sent by personal delivery or by first-class mail shall be delivered or sent at least ten (10) days before the date of the meeting but not more than sixty (60) days before the date of the meeting. Notices posted in the conspicuous community location or on the Association's website shall be posted at least seventy-two (72) hours before the start of

the meeting. Notices given by electronic mail shall be transmitted at least seventy-two (72) hours before the time set for the meeting.

Section 3.10. Action Outside Meeting. Except as provided in this Section 3.10 below, the Board may take action outside a meeting, including voting by electronic or telephonic means, without prior notice to the Members pursuant to Section 3.9 if each Director is given a reasonable opportunity to express the Director's opinion to all other Directors and to vote. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting. Any action taken without notice to Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting.

Notwithstanding the above, the Board may not, unless done in an open meeting for which prior notice was given to the Members under Section 3.9, consider or vote on: (i) fines; (ii) damage assessments; (iii) initiation of foreclosure actions; (iv) initiation of enforcement actions (except actions that seek the issuance of a temporary restraining order or that relate to violations involving a threat to health or safety); (v) increases in assessments; (vi) levying of special assessments; (vii) appeals from a denial of architectural review approval; (viii) a suspension of a right of a particular Member; (ix) lending or borrowing money; (x) the adoption or amendment of a dedicatory instrument; (xi) the approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by more than ten percent (10%); (xii) the sale or purchase of real property; (xiii) the filling of a vacancy on the Board; (xiv) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or (xv) the election of an officer.

Section 3.11. Board Meetings During Development Period. Notwithstanding any other provision in these Bylaws to the contrary, during the Development Period, the Board may meet without notice to the Members, may close the Board meeting to Members, and may meet in a county other than Collin County or a county adjacent thereto. In addition, during the Development Period, the Board is not required to meet in person for any reason, unless a Board meeting is conducted for the purpose of: (i) adopting or amending the Governing Documents; (ii) increasing the amount of the regular assessment or adopting or increasing a special assessment; (iii) electing non-developer Board members or establishing a process by which those members are elected; or (iv) changing the voting rights of the Members.

Section 3.12. Waiver of Notice. Notice of a Board meeting is not required to be given to a director or Member entitled to notice if the director or Member signs a written waiver of notice of the meeting either before or after the meeting. The waiver of notice or consent need not specify the purpose of the meeting. Attendance or participation of a director or Member at a meeting constitutes a waiver of notice of the meeting, unless the director or Member attends a meeting for the sole purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Attendance or participation of a director or a Member at a meeting constitutes a waiver of notice of a particular matter at the meeting that is not included in the purposes of the meeting described in the notice, unless the director or Member objects to considering the matter when it is presented.

Section 3.13. Telephonic and Electronic Meetings. Members of the Board or any committee may participate in a meeting of the Board or committee, respectively, by means of conference telephone, or similar communications equipment, or another suitable electronic communications system, including videoconferencing technology or the Internet, or any combination, if (i) the telephone or other equipment or system permits each director to hear and be heard by every other director. Except for telephonic or electronic Board or committee meetings conducted during the Development Period or any portion of a Board or committee meeting conducted in executive session, telephonic or electronic meetings must permit all Members in attendance to hear all directors, and Members are allowed to listen using electronic or telephonic communication method used or expected to be used by a director to participate, and the notice of the meeting includes instructions for Members to access any communication method required to be accessible hereunder.

Section 3.14. Quorum of Board. At all meetings of the Board, a majority of the directors, including at least one Declarant-appointed director if such meeting is held during the Class "B" Control Period, shall constitute a quorum for the transaction of business, and the directors present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a date and time not less than ten (10) nor more than sixty (60) days from the date the original meeting was called, subject to the notice requirements set forth in Section 3.9 and Section 3.10. At the reconvened meeting, if a quorum is present, any business which might have transacted at the meeting originally called may be transacted without further notice.

Section 3.15. Adjournments of Board Meetings. If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent the right of Members to notice of and attend Board meetings. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation in at least one manner prescribed by Section 3.9 within two (2) hours after adjourning the meeting being continued.

Section 3.16. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total votes of the Association at a regular or special meeting of the Association; provided any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

Section 3.17. Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of meetings of the Board, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at

such meetings.

Section 3.18. Open Meetings. Except as provided in Section 3.11 of these Bylaws, all meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the Board may adjourn any meeting of the Board and reconvene in executive session, excluding Members, to discuss the following matters: (i) personnel matters; (ii) pending or threatened litigation; (iii) contract negotiations; (iv) enforcement actions; (v) confidential communications with attorneys; (vi) matters involving the invasion of privacy of individual Members; or (vii) matters that are to remain confidential by request of the affected parties and agreement of the Board. The general nature of any business to be considered in executive session must first be announced at the open meeting. Any decision made or expenditure approved shall be orally summarized (including a general explanation of expenditures) at the meeting and recorded in the minutes of the meeting in such a manner as to protect the sensitive or confidential nature of the information discussed.

Section 3.19. Action Outside a Formal Meeting. Except with respect to those matters which must be considered or voted upon at an open meeting of the Board pursuant to Section 209.0051(h) of the Code, actions may be taken outside a meeting of the Board, and without prior notice to the Members, electronically or telephonically. The Board shall orally summarize any action taken outside a meeting, including an explanation of any known actual or estimated expenditures approved, at the next Board meeting and shall record those actions in the minutes of that next meeting.

C. Powers and Duties.

Section 3.20. Powers. The Board shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do or cause to be done all acts and things as are not by the Governing Documents or by law directed to be done and exercised exclusively by the Members or the membership generally.

Section 3.21. Duties. The duties of the Board shall include, without limitation, the following:

(a) preparation and adoption, in accordance with the Declaration, of annual budgets in which there shall be established the contribution of each Owner to the common expenses;

(b) making assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment; provided, unless otherwise determined by the Board, the annual assessment for each Lot's proportionate share of the common expenses shall be payable on January 1 of each year;

(c) providing for the operation, care, upkeep and maintenance of all of the Common Area;

(d) designating, hiring and dismissing the personnel necessary for the operation of the Association and the maintenance, operation, repair and replacement of its property and the Common Area and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve and using the proceeds to operate the Association; provided, any reserve fund may be deposited in the directors' best business judgment, in depositories other than banks;

(f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(m) making available upon written request to any prospective purchaser of a Lot, any Owner of a Lot, any First Mortgagee, and the holders, insurers and guarantors of a First Mortgage on a Lot, at the requesting parties' expense, current copies of the Governing Documents and all other books, records and financial statements of the Association; and

(n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Property.

Section 3.22. Management. The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to its managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board by these Bylaws. The management agent shall obtain and continue in effect during the term of the engagement, normal commercial insurance and crime insurance, naming the Association as an additional insured thereunder.

Section 3.23. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) accrual or cash accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts or otherwise; anything of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board;

(f) an annual report consisting of at least the following shall be made available to all Members within one hundred twenty (120) days after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income statement); and (iii) a statement of changes in financial position for the fiscal year. The annual report referred to above shall be prepared on an audited, reviewed or compiled basis, as determined by the Board, by an independent public accountant; provided, upon written request of any holder, guarantor or insurer of any First Mortgage on a Lot, the Association shall provide an audited financial statement at the expense of the requesting party.

Section 3.24. Borrowing. The Association shall have the power to borrow money for any legal purposes; provided the Board shall obtain approval of a majority of the Members who are present, in person, by proxy or by absentee or electronic ballot, at a meeting duly called for such purpose, and the consent of the Declarant during the Development Period.

Section 3.25. Rights of the Association. With respect to the Common Area, and in accordance with the Certificate of Formation and the Declaration, the Association shall have the right to contract with any person for the performance of various duties and functions. Without

limiting the foregoing, this right shall entitle the Association to enter into common management, operational or other agreements with trusts, condominiums, cooperatives and other owners or residents associations, both within and without the Property. Such agreements shall require the consent of a majority of the total number of directors of the Association.

Section 3.26. Enforcement. The Association shall have the power to impose sanctions, including the levying of fines, for violations of the Governing Documents. The failure of the Board to enforce any provision of the Governing Documents shall not be deemed a waiver of the right of the Board to do so thereafter or of the right to enforce any other violation.

(a) Notice. Except as provided below, prior to suspending an Owner's right to use the Common Area, filing suit against an Owner (other than a lawsuit to collect an assessment or related charge or to foreclose the Association's assessment lien), charging an Owner for property damage, or levying a fine for a violation of the Governing Documents, the Board or its delegate shall serve the alleged violator with written notice by certified mail, notifying the Owner of the following: (i) the nature of the alleged violation or property damage and the amount, if any, due the Association from the Member, (ii) a reasonable time period in which the violator may cure the violation and avoid the proposed sanction (unless the violator was given notice and a reasonable opportunity to cure a similar violation within the preceding six months, or unless the violation is uncurable or poses a threat to public health or safety), (iii) that the Owner may present a written request for a hearing on or before the 30th day after the date the notice was mailed to the Owner, and (iv) notice that the owner "may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.), if the owner is serving on active military duty."

The notice and hearing provisions of this Section 3.26 do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action.

(b) Hearing. If a hearing is requested within the allotted thirty (30) day period, the hearing shall be held before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the person who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(c) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Board may elect to enforce any provision of the Governing Documents by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking restrictions or rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the notice and hearing procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred. Any entry onto a Lot for purposes of

exercising this power of self-help shall not be deemed a trespass.

Article IV
Officers

Section 4.1. Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, to be elected from among the members of the Board. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 4.2. Election and Term of Office. The officers of the Association shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the Members.

Section 4.3. Removal and Vacancies. Any officer may be removed by the Board whenever in its judgment the best interests of the Association will be served thereby. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board for the unexpired portion of the term.

Section 4.4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent or both.

Section 4.5. Resignation. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.6. Agreements, Contracts, Deeds, Leases, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board.

Section 4.7. Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.16.

Article V
Committees

Section 5.1. General. Committees are hereby authorized to perform such tasks and to

serve for such periods as may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Each committee shall cooperate in accordance with the terms of the resolution of the Board designating the committee or with rules adopted by the Board of Directors.

Article VI
Miscellaneous

Section 6.1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board. In the absence of a resolution, the fiscal year shall be the calendar year.

Section 6.2. Conflicts. If there are conflicts between the provisions of Texas law, the Certificate of Formation, the Declaration and these Bylaws, the provisions of Texas law, the Declaration, the Certificate of Formation and the Bylaws (in that order) shall prevail.

Section 6.3. Books and Records.

(a) Inspection by Mortgagees. Except for Confidential Records (as defined in Section 6.3(e) below), the books and records of the Association (including financial records) shall be made available for inspection and copying by any holder, insurer or guarantor of a First Mortgage on a Lot, or by the duly appointed representative of any of the foregoing, upon written request stating a proper purpose for the request. Such inspection shall take place during normal business hours at the office of the Association or at such other place within the Property as the Board shall prescribe. The cost, including copy charges, document retrieval charges and a reasonable administrative fee, shall be at the expense of the requesting party and may be required to be paid in advance of the inspection.

(b) Inspection or Production of Records. Each Member of the Association may submit a written request to the Board or its representative by certified mail to the address of the Association or authorized representative as listed on the most current management certificate filed of record, to either inspect the books and records of the Association (including financial records) identified in the request or to have the Association deliver those books and records identified in the request to the Member or to a person designated in a writing signed by the Member as the Member's agent, attorney or certified public accountant. Except for Confidential Records (as defined in Section 6.3(e) below), the Member may inspect or the Association must produce the books and records identified in the request. If the Member requests to inspect the Association's books and records, the Association must, on or before ten (10) business days of receipt of a request, send written notice of the dates and times during normal business hours that the Member may perform the inspection to the extent that those books and records are in the possession, custody or control of the Association. If the Member requests that the Association produce the books and records, the Association must, to the extent that those books and records are in the possession, custody or control of the Association, either (i) produce the records requested on or before ten (10) business days from the date of receipt of the request; or (ii) if the Association cannot produce records on or before ten (10) business days, inform the Member of that fact on or before the ten (10) business day time period and then produce the records on or before fifteen (15) business days of providing that notice.

(c) Inspection and Production Costs. The Association shall adopt and record a records production and copying policy that prescribes the costs for compilation, production and copying of Association records in response to a Member's records request. Upon adoption and recordation of this policy, the Association may require the Member to pay, in advance, the estimated costs of the records inspection or production (subject to the cost limitations set forth under law). On or before the thirtieth (30^{th}) business day following the completion of the document inspection or production, the Association shall send the Member a final accounting invoice for the inspection or production. If the actual costs exceed the estimated costs of the inspection or production, the Member must reimburse the Association on or before thirty (30) business days of the final accounting invoice. In the event that the Member fails to timely reimburse the Association, the unpaid balance of the invoice shall be added to and become a part of the Member's assessment obligation to the Association and a lien against the Member's Lot, and may be collected in the same manner as any other assessment payable to the Association. If the actual costs are less than the estimated costs of the inspection or production of records, the Association shall refund the excess amount to the Member on or before the thirtieth (30^{th}) business day after the date that the Association sends the final accounting invoice.

(d) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical Property owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

(e) Confidential Records. Except as hereinafter provided, Members are not entitled to inspect or to have produced to them Confidential Records. For purposes of these Bylaws, Confidential Records shall mean and include records that identify a Member's covenant violation history, a Member's personal financial information (including payment and delinquency information) with the Association, a Member's contact information (other than the Member's address in the development), employee records, attorney's files and records relating to the Association (excluding invoices requested by a Member under Section 209.008(d) of the Texas Property Code), or documents constituting attorney work product or attorney client communications. If a Member whose records are the subject of another Member's inspection or production request consents in writing to the release of his or her Confidential Records, the Association must allow the requesting Member to inspect the Confidential Records or the Association must produce the Confidential Records. In addition, the Association must allow an inspection or must produce Confidential Records if so ordered by a court of competent jurisdiction.

Section 6.4. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first-class postage prepaid:

(a) if to a Member, at the physical address which the Member has designated in writing and filed with the Secretary or, at the Member's registered electronic mail address, or, if

no such physical or electronic address has been designated or registered, at the address of the Lot of such Member; or

(b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent, if any, or at the address listed in the most recent recorded management certificate, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 6.5. Amendment.

(a) By Declarant. During the Development Period, the Declarant may unilaterally amend these Bylaws at any time and from time to time for any purpose.

(b) By Members. Except as provided above and otherwise specifically provided herein, these Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing at least fifty-one percent (51%) of the total votes in the Association, and the consent of the Declarant until expiration of the Development Period. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the County Clerk Official Records of Collin County, Texas.

If an Owner consents to any amendment to the Declaration or these Bylaws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment. No amendment may remove, revoke or modify any right or privilege of the Declarant without the written consent of the Declarant (or the assignee of such right or privilege).

SECRETARY'S CERTIFICATE

I, the undersigned, am the duly elected and acting Secretary of VILLAGES OF STAR TRAIL HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation, and I do hereby certify:

That the within and foregoing Bylaws were adopted as the Bylaws of said corporation as of the 5th day of December, 2016, that the same do now constitute the Bylaws of said corporation, and that they have not been modified, amended nor rescinded.

IN WITNESS WHEREOF, I have hereunto subscribed my name as of December 5, 2016.

Secretary

COVENANTS, CONDITIONS
&
RESTRICTIONS

Denton County
Juli Luke
County Clerk

Instrument Number: 53900

ERecordings-RP

RESTRICTIVE COVENANTS

Recorded On: May 25, 2023 02:02 PM

Number of Pages: 132

" Examined and Charged as Follows: "

Total Recording: $550.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	53900
Receipt Number:	20230525000483
Recorded Date/Time:	May 25, 2023 02:02 PM
User:	Calinda B
Station:	Station 20

Record and Return To:

Simplifile

STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

NOTICE OF RESTRICTIVE COVENANTS
FOR
VILLAGES OF STAR TRAIL

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

THIS NOTICE OF RESTRICTIVE COVENANTS FOR VILLAGES OF STAR TRAIL (this "Notice") is made this 18th day of May, 2023, by the Villages of Star Trail Homeowners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, Blue Star Allen Land, L.P. (the "Declarant") prepared and recorded an instrument entitled "Declaration of Covenants, Restrictions and Easements for Villages of Star Trail" on or about December 7, 2016, as Instrument No. 20161207001660140 of the Real Property Records of Collin County, Texas (the "Declaration"); and

WHEREAS, the Villages of Star Trail, Phase 10, was subjected to the restrictive covenants contained in the Declaration pursuant to the Supplemental Declaration of Covenants, Conditions and Restrictions for Villages of Star Trail which was recorded on or about May 17, 2023, as Instrument No. 2023000054041 of the Real Property Records of Collin County, Texas and on or about May 17, 2023, as Instrument No. 2023-50383 of the Real Property Records of Denton County, Texas and (the "Supplemental Declaration"); and

WHEREAS, in order to comply with Section 202.006 of the Texas Property Code, the Association hereby records this Notice of Restrictive Covenants for Villages of Star Trail.

NOW, THEREFORE, the dedicatory instruments attached hereto as **Exhibit "A"** are true and correct copies of the originals and are hereby filed of record in the Real Property Records of Denton County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Notice to be executed by its duly authorized agent as of the date first above written.

VILLAGES OF STAR TRAIL
HOMEOWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

By: _____
Name: Wm. Scott Shirley
Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Collin §

BEFORE ME, the undersigned authority, on this day personally appeared Wm. Scott Shipp, the Vice President of the Villages of Star Trail Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 18th day of May, 2023.

Notary Public in and for the State of Texas

2-10-26
My Commission Expires

KERRY HARRINGTON
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 02/10/26
NOTARY ID 1101256-6

20161207001660140 12/07/2016 12:32:34 PM FD 1/97

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

VILLAGES OF STAR TRAIL

Riddle & Williams, P.C.
3710 Rawlins Street, Suite 1400
Dallas, Texas 75219

ALL RIGHTS RESERVED©

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EXHIBIT "A"- Property Initially Subject to Declaration
EXHIBIT "B" - Property Subject to Annexation
EXHIBIT "C"- Bylaws of the Villages of Star Trail Homeowners Association, Inc.
EXHIBIT "D"- Certificate of Formation of the Villages of Star Trail Homeowners Association, Inc.
EXHIBIT "E"- Design Guidelines

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VILLAGES OF STAR TRAIL

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

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VILLAGES OF STAR TRAIL (this "Declaration") is made this 5th day of December, 2016, by **BLUE STAR ALLEN LAND, L.P.**, a Texas limited partnership (hereinafter referred to as "Declarant").

WITNESSETH:

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

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

This Declaration does not and is not intended to create a condominium within the meaning of the Texas Uniform Condominium Act, Tex. Prop. Code Ann. §82.001 *et seq.* (the "Condominium Act").

ARTICLE I
DEFINITIONS

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

Section 1.1 "Assessment" shall refer to any charge levied against a Lot or Owner by the Association, pursuant to the Governing Documents or by law, including but not limited to Base Assessments, Special Assessments, Specific Assessments, Acquisition Assessments, and Resale Assessments, and any charges related to the collection thereof, including, interest, late charges, collection costs, attorney's fees and costs, all as defined in Article IX of this Declaration.

Section 1.2 "Association" shall refer to the Villages of Star Trail Homeowners Association, Inc., a Texas nonprofit corporation, its successors or assigns.

Section 1.3 "Base Assessment" shall refer to assessments levied on all Lots subject to assessment under Article IX to fund Common Expenses for the general benefit of all Lots.

Section 1.4 "Board of Directors" or "Board" shall be the body responsible for administration of the Association, selected as provided in the Governing Documents and generally serving the same role as the board of directors under Texas corporate law.

Section 1.5 "Builder" shall mean any Person which purchases, or contracts to purchase, one or more Lots within the Property from the Declarant or from a Builder for the purpose of constructing a Residence thereon for resale to consumers or under contract to an Owner other than Declarant, or who purchases, or contracts to purchase, one or more parcels of land within the Property for further development or resale in the ordinary course of such Person's business. As used herein, Builder does not refer to Declarant or to a home builder or home marketing company that is an affiliate of Declarant.

Section 1.6 "Bylaws" shall refer to the Bylaws of the Villages of Star Trail Homeowners Association, Inc. attached hereto as Exhibit "C" and incorporated by reference, as they may be amended from time to time.

Section 1.7 "Certificate of Formation" or "Certificate" shall refer to the Certificate of Formation of the Villages of Star Trail Homeowners Association, Inc., attached hereto as Exhibit "D" and incorporated by reference, as filed with the Secretary of State of the State of Texas.

Section 1.8 "Certificate of Occupancy" shall refer to a certificate or other similar document issued by the Town, or other applicable governmental authority certifying or authorizing a Residence for occupancy by a single family.

Section 1.9 "Class 'B' Control Period" shall refer to the period of time during which the Class "B" Member is entitled to appoint, remove and replace a majority of the members of the Board. The Class "B" Control Period shall expire upon the first to occur of the following:

(a) 120 days after the date as of which ninety percent (90%) of the Lots permitted by the Development Plan for the Property described on Exhibit "A" and Exhibit "B" have been conveyed to Owners other than the Declarant or a Builder who purchased the Lot from the Declarant;

(b) December 31, 2045; or

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

Section 1.10 "Committee" shall mean either the New Construction Committee or the Modifications Committee, if established, whichever committee is appropriate under the circumstances, or, if the responsibilities of the New Construction Committee and the Modifications Committee are combined into one architectural review committee, then "Committee" shall mean the combined committee.

Section 1.11 "Common Area" shall mean all real and personal property, including easements, which the Association owns, leases or otherwise holds possessory or use rights in and for the common use and enjoyment of the Owners or dedicated to the Association either by separate instrument or as shown on the Plat of the Property or any portion thereof filed or approved by Declarant. The Common Area consists of the following components, and any modifications, improvements or additions thereto, on or adjacent to the Property, even if located on a Lot or public right-of-way: (i) the Property, save and except the Lots; (ii) the land described on the Plat as Common Area and all improvements on such Common Area; (iii) any area shown on the Plat as an area to be maintained by the Association; (iv) the right-of-way easements constituting the formal entrances to the Property, including any monument signage, landscaping, irrigation, electrical and water installations, planter boxes and fencing; (v) the recreational amenities including, without limitation, pools, amenity center, tennis courts, playgrounds, parks, amphitheater, sidewalks, wetlands, and water wells serving the Common Area, including all mechanical, electrical and structural components of such amenities; and (vi) personal property owned by the Association, such as books and records, office equipment, and supplies.

Section 1.12 "Common Expenses" shall mean the actual and estimated expenses incurred, or anticipated being incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find to be necessary and appropriate pursuant to the Governing Documents. Common Expenses may include, without limitation, the following expenses: (i) maintenance, repair, and replacement, as necessary, of the Common Area; (ii) utilities billed to the Association; (iii) services billed to the Association and available to all Lots; (iv) taxes on property owned by the Association, franchise taxes, and the Association's income taxes; (v) management, legal, accounting, auditing, and professional fees for services to the Association, including fees paid to architects, engineers or similar professionals for service on the NCC or MC; (vi) costs of operating the Association, such as telephone, postage, office supplies, printing, meeting expenses, and educational opportunities of benefit to the Association; (vii) premiums and deductibles on insurance policies and bonds deemed by the Board to be necessary or desirable for the benefit of the Association, including fidelity bonds and directors and officer's liability insurance; (viii) contribution to the reserve funds; and (ix) any other expense which the Association is required by law or the Governing Documents to incur, or which in the opinion of the Board is necessary or proper for the operation and maintenance of the Property, enforcement of the Governing Documents, protection of the property values of the Development, or beneficial to the Development in general. Common Expenses shall not include expenses incurred during the Development Period for initial development or other original construction costs incurred by the Declarant unless approved by Members representing a majority of the total Class "A" votes of the Association.

Section 1.13 "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Property, or the minimum standards established pursuant to the Governing Documents, whichever is a higher standard. Such standard shall be established initially by the Declarant and may include both objective and subjective elements. The Community-Wide Standard may evolve and change as development progresses and as the needs and desires within the Property change.

Section 1.14 "Declarant" shall refer to Blue Star Allen Land, L.P., a Texas limited partnership, and its successors-in-title and assigns, provided any such successor-in-title or assign shall acquire such interest for the purpose of development or sale of all or any portion of the remaining undeveloped or unsold portions of the Property and is designated as the "Declarant" hereunder in a recorded instrument executed by the immediately-preceding "Declarant". Upon designation of such successor Declarant, all rights of the former Declarant in and to such status as "Declarant" hereunder shall cease.

Section 1.15 "Declaration" shall refer to this instrument, as it may be amended and supplemented from time to time.

Section 1.16 "Design Guidelines" shall mean and refer to those particular standards, restrictions, guidelines, recommendations and specifications applicable to most of the aspects of construction, placement, location, alteration, maintenance and design of any improvements to or within the Property, and all amendments, bulletins, modifications, supplements and interpretations thereof. The initial Design Guidelines are attached hereto as Exhibit "E" and incorporated by reference.

Section 1.17 "Development" shall mean and refer to the Villages at Star Trail development, including all of the Property, Common Area and Lots.

Section 1.18 "Development Period" shall mean the period of time beginning on the date that this Declaration is recorded, and terminating on December 31, 2045 (unless the Declarant, in its sole discretion, terminates the Development Period prior to such time and declares so in a recorded instrument), during which time the Declarant may exercise its Development Period Rights.

Section 1.19 "Development Period Rights" shall mean generally those rights reserved to Declarant under this Declaration during the Development Period to (i) facilitate the development, construction, and marketing of the Development; or (ii) direct the size, shape and composition of the Development. Such rights include, without limitation, the right to: (i) annex and withdraw real property to and from the Property pursuant to Article XIV; (ii) adopt and amend Design Guidelines for the construction and modification of improvements within the Property pursuant to Article X; (iii) appoint members to the NCC or MC; (iv) change the scheme of the Property pursuant to Article XV; (v) approve or exclude certain Builders from building homes within the Property pursuant to Article XV; (vi) amend the Governing Documents without the consent or approval of other Owners or Mortgagees pursuant to Article XVII; and (vii) exercise the rights set forth in Article XV hereof and any other rights reserved to the

Declarant during the Development Period pursuant to the Governing Documents.

Section 1.20 "Development Plan" shall refer to the master concept plan for the development of the Property prepared by the Declarant, as it may be amended from time to time, which includes all of the property described in Exhibit "A" and all or a portion of the property described in Exhibit "B". Inclusion of property on the Development Plan shall not, under any circumstances, obligate Declarant to subject such property to this Declaration, nor shall exclusion of property described on Exhibit "B" from the Development Plan bar its later annexation, as provided in Article XIV.

Section 1.21 "Eligible Mortgage Holder" shall mean those holders of First Mortgages secured by Lots in the Property who have requested notice of certain items as set forth in this Declaration.

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

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

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

Section 1.25 "Lot" shall mean a portion of the Property, whether improved or unimproved, which may be independently owned and is intended for development, use and occupancy as a residence for a single family. The term shall refer to the land, if any, which is part of the Lot, as well as any improvements thereon and any portion of a right-of-way that customarily is used exclusively by and in connection with the Lot. In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain a single Lot until such time as a plat is recorded subdividing all or a portion thereof. Thereafter, the portion encompassed by such plat shall continue to be treated in accordance with this Section. Some portions of the Common Area may be platted as a "lot" on the Plat; however, these lots shall be excluded from the definition of a Lot as used herein.

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

Section 1.27 "Modifications Committee" or "MC" shall refer to the committee, if established pursuant to Section 10.2(b), having exclusive jurisdiction over all requests for modifications, additions or alterations to existing structures on Lots or the open space, if any, appurtenant thereto submitted by Owners other than Builders. The Board may, if it so elects, act as the Modifications Committee or combine the functions of the NCC and the MC into one architectural review committee sometimes referred to herein as the "Committee".

Section 1.28 "Mortgage" shall refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed. A "Mortgagee" shall refer to a beneficiary or holder of a Mortgage.

Section 1.29 "New Construction Committee" or "NCC" shall refer to the committee established pursuant to Section 10.2(a), having exclusive jurisdiction over all original construction on the Lots, and having jurisdiction over all modifications, additions, or alterations to existing improvements on the Lots unless and until such time as the Modifications Committee is established, if at all. The Board may, if it so elects, act as the New Construction Committee or combine the functions of the NCC and the MC into one architectural review committee sometimes referred to herein as the "Committee".

Section 1.30 "Owner" shall refer to one or more Persons who hold the record title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. Contract sellers and Mortgagees who acquire title to a Lot through a deed in lieu of foreclosure or through non-judicial foreclosure are considered Owners hereunder. The term "Owner" shall include Declarant.

Section 1.31 "Person" shall mean a natural person, a corporation, a partnership, a trustee, a limited liability company or any other legal entity.

Section 1.32 "Plat" shall refer to, all plats, singularly and collectively, recorded in the Real Property Records of Collin County, Texas, and pertaining to the Villages of Star Trail, an addition to the Town of Prosper, Texas, as such plat(s) may be amended from time to time, which includes all of the property described in Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association and made subject to this Declaration.

Section 1.33 "Property" shall mean and refer to the real property described in "Exhibit "A" attached hereto and all improvements, easements, rights, and appurtenances to the real property, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and made subject to this Declaration.

Section 1.34 "Resident" shall mean an occupant of a Residence, regardless of whether the Person is the record title holder of the Lot.

Section 1.35 "Residence" shall mean a residential dwelling structure constructed on a Lot and which is intended to be used and occupied as a residence for a single family.

Section 1.36 "Rules and Regulations" or "Rules" shall mean any written rules or regulations adopted, implemented or published by the Association or its Board at any time and from time to time, as they may be amended from time to time, with respect to the use and enjoyment of the Common Area and the conduct of its Members and their guests, invitees, agents and contractors within the Property.

Section 1.37 "Special Assessment" shall mean and refer to Assessments levied against all Owners to cover unanticipated expenses or expenses in excess of those budgeted, as described in Section 9.3.

Section 1.38 "Specific Assessment" shall mean Assessments levied in accordance with Section 9.4.

Section 1.39 "Supplemental Declaration" shall mean an instrument recorded pursuant Article XIV to subject additional property to this Declaration and/or to impose, expressly or by reference, additional restrictions and obligations on the land described therein.

Section 1.40 "Town" shall refer to the Town of Prosper, Texas.

ARTICLE II
PROPERTY RIGHTS

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

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

(b) the right of the Board to adopt rules regulating the use and enjoyment of the Common Area, including the right to designate portions of the Common Area for private use on a temporary basis to the exclusion of other Persons;

(c) the right of the Board to suspend the right of an Owner to use recreational facilities (i) for any period during which any Assessment or other charge against such Owner's Lot remains delinquent, and (ii) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation of the Governing Documents after notice and a hearing pursuant to the Bylaws;

(d) the right of the Board to impose reasonable membership requirements and charge reasonable admission or other fees for the use of any recreational facility situated upon the Common Area;

(e) the right of the Board to permit use of any recreational facilities situated on the Common Area by persons other than Owners, their families, lessees and guests upon payment of use fees established by the Board;

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

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

Section 2.2 Private Use. The Common Area is intended for the exclusive use of the Property's Owners and Residents and their guests and invitees. Neither the Association nor Declarant intends for the Common Area to be a public accommodation or a public facility.

Section 2.3 Delegation of Use. Any Owner may extend his or her right of use and enjoyment of the Common Area to the members of his or her family, lessees and social invitees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures it may adopt. An Owner who leases his or her Lot shall be deemed to have assigned all such rights to the lessees of such Lot.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Membership. Every Owner is a Member of the Association; provided, there is only one membership per Lot. In the event a Lot is owned by more than one Person, all co-Owners shall be entitled to the privileges of membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 3.2 and in the Bylaws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners hereunder. The membership rights and privileges of an Owner who is a natural person (i.e. a human being) may be exercised by the Member or the Member's immediate family. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner, or trustee, or by the individual designated from time to time by the Owner in writing provided to the Secretary of the Association.

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

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

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

(b) Class "B". The Class "B" Member shall be the Declarant. The Class "B" Member shall be entitled to three (3) votes for each Lot it owns and it shall be entitled to appoint a majority of the members of the Board during the Class "B" Control Period, in the manner

specified in the Bylaws. Additional rights of the Class "B" Member are specified in the relevant sections of the Governing Documents.

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

(i) two (2) years after expiration of the Class "B" Control Period; or

(ii) when, in its discretion, the Declarant so determines and declares in a recorded instrument.

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

Section 3.3 Merger. Merger of the Association with another property owner's association must be evidenced by an amendment to this Declaration. The amendment must be approved by Owners of at least a majority of the Lots, and by the Declarant during the Development Period. Upon a merger, the property, rights and obligations of another association may, by operation of law, be added to the property, rights and obligations of the Association as a surviving association pursuant to the merger. The surviving association may administer the provisions of the Governing Documents within the Property, together with the covenants and restrictions established upon any other property under its jurisdiction. No merger, however, will effect a revocation, change or addition to the covenants established by this Declaration within the Property.

ARTICLE IV
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

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

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

Declarant to make minor adjustments in property lines.

Section 4.3 Rules and Regulations. The Board may adopt, amend, repeal and enforce reasonable Rules and Regulations, and penalties for infractions thereof, governing the occupancy, leasing, use, disposition, maintenance, appearance, and enjoyment of the Common Areas and Lots, which Rules and Regulations may include the right to prohibit or to restrict the activities and conduct of Owners and their families, occupants, tenants, invitees and licensees. Such regulations shall be consistent with the rights and duties established by this Declaration. Such regulations shall be binding upon all Owners, occupants, tenants, invitees and licensees, if any, until and unless overruled, canceled or modified in a regular or special meeting of the Association by the vote of a majority of the Class "A" Members and the consent of the Class "B" Member, so long as such membership shall exist.

Section 4.4 Compliance and Enforcement. Every Owner and occupant of a Lot shall comply with the Governing Documents. The Association shall be authorized to impose sanctions for violations of the Governing Documents. Sanctions may include, without limitation, the following:

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

(b) suspending an Owner's right to use any recreational facilities within the Common Area; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot;

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

(d) exercising self-help (specifically including, but not limited to, towing of vehicles that are parked or stored in violation of the Governing Documents, removing nonconforming structures and/or improvements pursuant to Section 10.8 and performing maintenance on an Owner's Lot pursuant to Section 5.4);

(e) recording a Notice of Violation pursuant to Section 10.10;

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

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

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

The Association, through the Board, by contract or other agreement, shall have the right, but not the obligation, to enforce applicable county and city ordinances, and may, but shall not be obligated to, permit Collin County and the Town to enforce ordinances on the Property for the benefit of the Association and its Members.

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

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

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

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

Section 4.8 Dedication of Common Area. Subject to such approval requirements as may be set forth in this Declaration, the Association shall have the power to dedicate portions of the Common Area to Collin County, Texas, or to any other local, state or federal governmental entity.

Section 4.9 Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to enhance the security of the Property. NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY, NOR SHALL SUCH PARTIES BE HELD LIABLE FOR ANY LOSS OR DAMAGE FOR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN.

NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT, MAKE ANY REPRESENTATION OR WARRANTY THAT ANY SYSTEMS

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

Section 4.10 Use of Recreational Facilities. Each Owner acknowledges that certain recreational facilities including, but not limited to, the amenity center, pools, tennis courts, outdoor grill and fire pits, playgrounds, amphitheater, are or may be provided within the Common Area for the use and enjoyment of the Owners and Residents, and their respective families, tenants, and invitees. Inclusion of a recreational facility in this Section 4.10 shall not, under any circumstances, obligate any Declarant or the Association to provide such facility, nor shall the omission of any type of recreational facility from this Section 4.10 prevent any Declarant or the Association from providing such facility at a later time. **EACH OWNER HEREBY ACKNOWLEDGES THAT THERE ARE RISKS ASSOCIATED WITH THE USE OF ANY SUCH RECREATIONAL FACILITIES AND THAT ALL USERS OF SUCH FACILITIES ARE SOLELY RESPONSIBLE FOR SUCH RISK. EACH OWNER, BY ACCEPTING A DEED TO A LOT, ACKNOWLEDGES THAT HE OR SHE HAS NOT RELIED UPON THE REPRESENTATIONS OF ANY DECLARANT OR THE ASSOCIATION WITH RESPECT TO THE SAFETY OF ANY RECREATIONAL FACILITIES OR OTHER COMMON AREA WITHIN THE PROPERTIES.**

The Association may, but shall not be obligated to, contract with, employ or otherwise provide, from time to time, a lifeguard or other monitoring personnel or equipment to be present or operational at any recreational facility within the Properties. **EACH OWNER ACKNOWLEDGES THAT THE PRESENCE OF SUCH PERSONNEL SHALL NOT CREATE A DUTY ON THE PART OF ANY DECLARANT OR THE ASSOCIATION TO PROVIDE FOR, INSURE OR GUARANTEE THE SAFETY OF ANY USER OF THE FACILITY. EACH OWNER ACKNOWLEDGES THAT THE PRESENCE OF SUCH MONITORING PERSONNEL SHALL NOT IN ANY WAY ALTER THE RISKS ASSUMED BY EACH OWNER, HIS OR HER FAMILY MEMBERS, TENANTS, OTHER RESIDENTS OF OWNER'S LOT AND GUESTS OF ANY SUCH PERSONS, WHICH RISKS SHALL CONTINUE TO BE ASSUMED BY THE USER OF THE RECREATIONAL FACILITY.**

Section 4.11 Construction Activities All Owners are hereby placed on notice that Declarant(s), any affiliate of Declarant(s) and/or its agents, contractors, subcontractors, licensees and other designees, successors or assignees, may be, from time to time, conducting excavation, construction and other activities within or in proximity to the Property. By the acceptance of a deed or other conveyance or mortgage, leasehold, license, easement or other interest, and by using any portion of the Property, each Owner automatically acknowledges, stipulates and agrees

(a) that none of the aforesaid activities shall be deemed nuisances or noxious or offensive activities, under any applicable covenants or at law generally, (b) not to enter upon, or allow their children or other Persons under their control or direction to enter upon (regardless of whether such entry is trespass or otherwise) any property within or in proximity to any portion of the Property where such activities are being conducted (even if not being actively conducted at the time of entry, such as at night or otherwise during non-working hours), (c) Declarant(s), any affiliate of Declarant(s) and all of their agents, contractors, subcontractors, licensees and other designees, successors and assignees, shall not be liable but, rather, shall be held harmless, for any and all losses and damages (compensatory, consequential, punitive or otherwise), injuries or deaths arising from or relating to the aforesaid activities, and (d) any purchase or use of any portion of the Property has been and will be made with full knowledge of the foregoing.

Section 4.12 Use of Technology In recognition of the opportunities offered through computers and continuing advancements in technology, the Association may, as a Common Expense, provide for or offer services which make use of computers and other technological opportunities. For example, to the extent Texas law permits, and unless otherwise specifically prohibited in the Governing Documents, the Association may send required notices by electronic means; hold Board or Association meetings and permit attendance and voting by electronic means or via the web, establish a website ("Association Website") to provide Owners, residents, tenants, occupants, and invitees ("Association Website Users") with a forum for Association Website Users to participate in community life, disseminate information about activities and programs and foster a sense of community. The Association shall be the sole authorized provider of the Association Website. If the Association Website is established, the Board shall have the sole authority to establish who may access the Association Website and to remove content deemed objectionable or offensive in the Board's sole discretion. During the Development Period, all content must be approved in advance by the Declarant.

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

Section 4.13 Mineral Interests. As of the date of recording of this Declaration, all mineral interests and water rights, including but not limited to development rights, may have been reserved by one or more prior owners of the Property or conveyed pursuant to one or more deeds or other instruments. By accepting title or other interest to a Lot, each Owner acknowledges the possible existence of such superior rights in favor of their owners. In the event that Declarant holds any such mineral or water rights as of the date of recording of this Declaration, the Declarant hereby reserves for itself all right, title and interest in and to the oil, gas, and other minerals and water in, on, and under and that may be produced from the Property, TO HAVE AND TO HOLD FOREVER.

ARTICLE V
MAINTENANCE

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

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

(b) all ponds, lakes, streams and/or wetlands located within the Property which serve as part of the drainage and storm water retention system for the Property, including any retaining walls, bulkheads, levees or dams (earthen or otherwise) retaining water therein, and any fountains, lighting, pumps, conduits and similar equipment installed therein or used in connection therewith, and including spraying pesticides and chemicals in and around such ponds, lakes, streams and/or wetlands for the control of insects and other pests;

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

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

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

(f) such portions of any additional property located adjacent to the Property, the maintenance of which is deemed to be in the best interest of the Association to maintain or which must be maintained according to this Declaration, any Supplemental Declaration, any covenant to share costs, or any contract or agreement for maintenance thereof entered into by the Association.

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

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

Section 5.2 Owner Responsibility. Each Owner shall maintain his or her Lot and Residence and all landscaping, structures, driveways, parking areas, sidewalks, fences, walls and other improvements within the boundaries of the Lot, except for the improvements located within the right-of-way easements constituting the formal entrances to the Property as shown on the Plat.

Each Owner shall maintain the driveway serving his or her Lot whether or not lying entirely within the Lot boundaries, and shall maintain all landscaping on that portion of the Common Area or public right-of-way between the Lot boundary and the nearest curb or pavement edge of the adjoining street(s). Owners of Lots which are adjacent to any portion of the Common Area on which decorative walls or fences have been constructed shall also maintain that portion of the Common Area which lies between such wall or fence and the Lot boundary. Owners of Lots which abut the bank or water's edge, or abut a portion of the Common Area abutting the bank or water's edge, of any lake, pond, stream or wetlands area within the Property shall maintain all landscaping between the Lot boundary and such bank or water's edge; provided, there shall be no right to remove trees, shrubs or similar vegetation from this area without prior approval pursuant to Article X hereof.

Retaining walls constructed along a common boundary between two Lots or a Lot and the Common Area (a "shared retaining wall") shall be constructed entirely on the high side of the two properties, and the wall and any fence built or landscaping thereon shall be maintained by the Owner located on the high side of the two properties. The Owner on the low side of two properties with a shared retaining wall hereby grants to the Owner on the high side of the shared retaining wall an easement for (i) the existence and continuance of any encroachment of the shared retaining wall as a result of original construction, repairs in place, shifting, settlement, or movement by natural causes, and (ii) the maintenance, repair, replacement, or reconstruction of the shared retaining wall, as appropriate and necessary to effect the purposes and provisions of this Section. Notwithstanding anything contained in this Section 5.2 to the contrary, an Owner may not alter, modify or relocate a shared retaining wall in any manner that affects the use, condition, or appearance of the shared retaining wall to the adjoining property, without the prior written consent of the Owner of the adjoining property.

Section 5.3 Standard of Performance. Unless otherwise specifically provided in the Governing Documents, responsibility for maintenance shall include responsibility for repair and replacement necessary to maintain his or her Lot to a level consistent with the Community-Wide Standard. Specifically, each Owner must (i) repair and replace worn, rotten, deteriorated, and unattractive materials; (ii) regularly repaint all painted surfaces; (iii) regularly re-stain all stained surfaces; (iv) regularly water all landscape, prune and cut all trees and shrubbery, mow and edge all lawns and yards, including fenced and unfenced portions of the Lots and public right of ways abutting the Lots, so that the Lot is neatly manicured, healthy and in a well-groomed condition (weeds and grass not to exceed six inches (6") in height); (v) promptly remove diseased, dying or

dead plant material, and promptly replace such material with plants of a similar or superior quality and appearance and that maintain the minimum landscape requirements of Exhibit "E"; (vi) keep the yard irrigation system in good repair and repair and replace sprinkler heads, irrigation lines and other irrigation equipment as needed for optimum landscape maintenance; (vii) promptly remove all litter, trash, refuse, waste and debris; (viii) keep exterior lighting and mechanical facilities in working order; (ix) keep driveways and sidewalks in good repair and condition; (x) promptly repair any exterior damage; (xi) comply with all governmental health and police requirements; and (xii) not alter the drainage from the Lot or cause damage to adjoining Lots or Common Areas from improper drainage or over watering (such Owner being responsible for any damage resulting therefrom).

Repair and replacement shall include improvement, if necessary to comply with applicable building codes or other regulations or if otherwise deemed appropriate, in the Board's reasonable discretion. Each Owner further covenants and agrees that in the event of damage to or destruction of structures on such Owner's Lot, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article X. Alternatively, the Owner shall clear the Lot and maintain it in a neat and attractive, and landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs which are not covered by insurance.

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

Section 5.5 Party Structures.

(a) General Rules of Law to Apply. Each fence, wall (other than retaining walls constructed along a common boundary between Lots which shall be maintained by the Owner located on the high side of the adjoining properties), mailbox or driveway built as a part of the original construction on the Lots which shall serve and/or separate any two adjoining Lots shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party structures and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners who make use of the party structure. The Owner on each side of a party structure hereby grants to the Owner on the other side of the party structure an easement for (i) the existence and continuance of any encroachment of the party structure as a result of original construction, repairs in place, shifting, settlement, or movement by natural causes, and (ii) the maintenance, repair, replacement, or reconstruction of the party structure, as appropriate and necessary to effect the purposes and provisions of this Section. Notwithstanding anything contained in this Section 5.5(b) to the contrary, an Owner may not alter, modify or relocate a party structure in any manner that affects the use, condition,

or appearance of the party structure to the adjoining Lot, without the prior written consent of the Owner of the adjoining Lot.

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

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

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

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

ARTICLE VI
INSURANCE AND CASUALTY LOSSES

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

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

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

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

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

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

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

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

Section 6.2 Policy Requirements. All Association policies shall provide for a certificate of insurance to be furnished to the Association . The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the coverage required hereunder. In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the Bylaws, that the loss is the result of the negligence or willful conduct of one or more Owners, their guests, invitees, or lessees, then the Board may specifically assess the full amount of such

deductible against such Owner(s) and their Lot(s) as a Specific Assessment.

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

Section 6.4 Damage and Destruction.

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

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

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

Section 6.5 Disbursement of Proceeds. Any insurance proceeds remaining after paying the costs of repair or reconstruction, or such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association and its Members and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Lot and may be enforced by such Mortgagee.

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

ARTICLE VII
NO PARTITION

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

ARTICLE VIII
CONDEMNATION

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

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

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

ARTICLE IX
ASSOCIATION FINANCES

Section 9.1 Assessment.

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

(b) Resale Certificate. The Association shall, within ten (10) business days of the receipt of a written request from an Owner, Owner's agent, or title insurance company or its agent acting on behalf of the Owner, furnish to such Person, in addition to any other information that may be required by law, a certificate in writing signed by an officer of the Association, or a duly authorized agent, setting forth the amount of any unpaid Assessments against the Owner's Lot. Such certificate shall be conclusive evidence of such Owner's Assessment obligation as of the date of the certificate. The Association or its duly authorized agent may require the advance payment of a reasonable processing fee for the issuance of such certificate.

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

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

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

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

Section 9.2 Base Assessment.

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

(b) Computation. The total budgeted Common Expenses shall be set at a level which is reasonably expected to produce the total income of the Association equal to the total budgeted Common Expenses, including reserves. The total budgeted Common Expenses shall be levied against all Lots subject to assessment (the "Base Assessment"). Notwithstanding the foregoing, the Declarant shall be exempt from the payment of the Base Assessment on its unsold Lots.. In determining the Base Assessment, the Board may consider other sources of funds available to the Association. If during the course of the year the Board determines that the Base Assessment is insufficient to cover the estimated Common Expenses for the remainder of the year, the Board

may, subject to the limitations of Section 9.2(c) below, increase the Base Assessment for the remainder of the year in an amount that covers the estimated deficiency.

(c) Notice; Disapproval. The Board shall send notice of the amount of the Base Assessment to be levied pursuant to the Board approved budget, or the amount of any proposed increase in the Base Assessment during the year, to each Owner at least thirty (30) days prior to the effective date of such budget or increase. During the Class "B" Control Period, the Base Assessment shall automatically become effective upon Board approval. Thereafter, the Base Assessment shall automatically become effective upon Board approval unless the proposed Base Assessment exceeds one hundred twenty percent (120%) of the prior fiscal year's Base Assessment. In the event the proposed Base Assessment exceeds this percentage, the Base Assessment shall automatically become effective unless disapproved by the Class "B" Member, if any, or by Members representing at least fifty-one percent (51%) of the total Class "A" votes in the Association.

There shall be no obligation to call a meeting for the purpose of considering a Base Assessment or an increase thereof except on petition of the Members as provided for special meetings in the Bylaws, which petition must be presented to the Board within ten (10) days after delivery of the budget and notice of the Base Assessment or notice of the proposed increase.

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

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

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

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

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

item or service as a deposit against charges to be incurred;

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

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

(e) for architectural review fees; and

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

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

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

The sale or transfer of any Lot shall not affect the Assessment lien or relieve such Lot

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

Section 9.6 Date of Commencement of Assessments. The obligation to pay Assessments shall commence as to every Lot then subject to the Declaration and not exempt from the payment of Assessments on the first day of the month following the month in which the Board first determines a budget and levies Assessments pursuant to this Article IX. The initial Base Assessment levied on each Lot subject to Assessment shall be adjusted according to the number of months remaining in the fiscal year at the time Assessments commence on the Lot. Prior to the commencement of Assessments, Declarant shall be responsible for all operating expenses of the Association.

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

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

(a) all Common Area;

(b) all property dedicated to and accepted by any governmental authority or public utility;

(c) all property owned by persons qualifying for tax exempt status under Section 501(c) of the Internal Revenue Code of 1986 so long as such person owns property subject to this Declaration for purposes listed in Section 501(c) and who has been given a written exemption from Assessment by the Association; and

(d) all property owned by the Declarant.

ARTICLE X
ARCHITECTURAL STANDARDS

Section 10.1 General. Except as otherwise provided in this Article, no structure shall be placed, erected or installed upon any Lot and no improvements (including staking, clearing, excavation, drainage, grading and other site work, exterior alteration or modification of existing improvements, change in exterior paint colors, and planting or removal of landscaping materials) (collectively, the "Work") shall take place except in compliance with this Article X and the Design Guidelines. Notwithstanding the above, an Owner may repaint the exterior of a structure in accordance with originally approved color scheme without first seeking approval pursuant to Section 10.3. In addition, no prior approval shall be required to remodel, repaint or redecorate the interior of structures on a Lot. However, modifications to the interior of screened porches, patios and similar portions of a Lot visible from outside the Lot shall be subject to prior approval in accordance with this Article. The Design Guidelines may provide for further exceptions to the prior approval requirement of Section 10.3.

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

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

Section 10.2 Architectural Review. Responsibility for administration of the Design Guidelines, as defined below, and the review of all applications for all original construction and all modifications, additions, or alterations to existing improvements under this Article shall be handled by the New Construction Committee (the "NCC") and, if established, the Modifications Committee (the "MC"). The members of the NCC or the MC need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board of Directors. The Board of Directors may establish reasonable fees to be charged on behalf of the Association for review of applications hereunder and may require such fees to be paid in full prior to review of any application.

(a) New Construction Committee. The NCC shall consist of at least three (3) and no more than five (5) persons and shall have exclusive jurisdiction over all original construction on any portion of the Property. The NCC shall also have exclusive jurisdiction over all modifications, additions, or alterations to existing improvements until and unless the Board establishes the Modifications Committee. During the Development Period, the Declarant retains the right to appoint and remove in its sole discretion all members of the NCC who may be representatives of the Declarant. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant and recorded in the Collin County Deed Records. Upon the expiration of such right, the Board shall appoint the members of the NCC, who shall serve and may be removed at the sole discretion of the Board.

(b) Modifications Committee. The Board may establish a Modifications Committee to consist of at least three (3) and no more than five (5) persons, all of whom shall be appointed by,

and shall serve at the discretion of, the Board. The MC, if established, shall have exclusive jurisdiction over all requests for modifications, additions or alterations to existing improvements on Lots or the open space, if any, appurtenant thereto, submitted by Owners other than Builders. Notwithstanding the above, the NCC shall have the right to veto any action taken by the MC which the NCC determines, in its sole discretion, to be inconsistent with the Design Guidelines or the overall design scheme of the Property as determined by the NCC in its sole discretion.

(c) Board Acting as the Committee. At the Board's option, the Board may combine the responsibilities of the NCC and MC, if established, into one architectural review committee (sometimes referred to herein as the "Committee"), and/or the Board may act as either the NCC, the MC, or the Committee, in which case all references in the Governing Documents to the NCC, the MC or the Committee, as applicable, shall be construed to mean the Board.

Section 10.3 Guidelines and Procedures.

(a) Design Guidelines and Procedures. The initial design and development guidelines and application and review procedures (the "Design Guidelines") which shall be applicable to all construction activities within the Property are attached hereto as Exhibit "E" and incorporated by reference. Declarant shall have the sole and full authority to amend them during the Development Period unless Declarant assigns such right to the Board at an earlier time. Thereafter, the Board shall have the authority to amend the Design Guidelines. Any amendments to the Design Guidelines shall be prospective only and shall not apply or require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines; Declarant or the Board, as appropriate, is expressly authorized to amend the Design Guidelines to remove requirements previously imposed or otherwise to make the Design Guidelines less restrictive. The Design Guidelines may contain general provisions applicable to all of the Property, as well as specific provisions which vary from one portion of the Property to another depending upon location and unique characteristics.

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

(c) Basis of Review. In reviewing each submission, the Committee may consider (but shall not be limited to consideration of) visual and environmental impact, ecological compatibility, natural platforms and finished grade elevations, the quality of workmanship and design, harmony of external design with surrounding structures and environment, location in

relation to surrounding structures and plant life, architectural merit and compliance with the general intent of the Design Guidelines, the general scheme of development for the Property, and any other aspect of construction, landscaping and property use that may affect the general value and appearance of the Property. The Committee may solicit comments on an application from Owners or Residents who may be affected by the proposed Work. If a building permit is required for the Work, the Committee may condition approval on the issuance of the appropriate permit. The issuance of a permit by a governmental body does not satisfy the approval requirements under this Declaration. Decisions of the Committee may be based on purely aesthetic considerations.

(d) Time Period for Review. A schedule and procedures outlining the specified Plans to be submitted at specific times shall be established by the Committee and may be set forth in the Design Guidelines. The Committee shall, within ten (10) days after receipt of each required submission of Plans, advise the party submitting the same, in writing, at an address specified by such party at the time of submission, if the submission is incomplete. The Committee shall, within thirty (30) days after receipt of each required and complete submission of Plans, advise the party submitting the same, in writing, at an address specified by such party at the time of submission of (i) the approval of Plans or (ii) the disapproval of Plans, specifying the segments or features of the Plans which are objectionable and suggestions, if any, for the curing of such objections. In the event the Committee fails to advise the submitting party by written notice within the time set forth above of either the approval or disapproval of the Plans, the approval shall be deemed denied.

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

(f) Completion of Work. All work shall be completed within eighteen (18) months of commencement of construction or such shorter period as the Committee may specify in the notice of approval, unless completion within such time is delayed due to causes beyond the reasonable control of the Owner, as determined in the sole discretion of the Committee.

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

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

Section 10.5 Variances. The Committee may authorize variances from compliance with the Design Guidelines and any required procedures when circumstances such as topography, natural obstructions, hardship or aesthetic or environmental considerations so require. Such variances shall not, however, (i) be effective unless in writing; (ii) be contrary to the restrictions set forth in this Declaration; or (iii) estop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not constitute hardships.

Section 10.6 Limitation of Liability. Review and approval of any application pursuant to this Article X is made on the basis of aesthetic considerations only, and the Committee shall not bear any responsibility for ensuring (i) structural integrity or soundness of approved construction or modifications, (ii) compliance with building codes and other governmental requirements, or (iii) conformity of quality, value, size or design among Lots. **Neither the Declarant, the Association, the Board, the Committee, nor member of any of the foregoing, shall be held liable for soil conditions, drainage or other general site work, or for any defects in Plans revised or approved hereunder, or for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Lot.**

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

Section 10.8 Enforcement. Any Work performed in violation of this Article X or the Design Guidelines shall be deemed nonconforming. Upon written request from the Board, the Declarant or the Committee, Owners shall, at their own cost and expense, cure such nonconforming Work or remove such structure or improvement and restore the Lot to substantially the same condition as existed before the nonconforming Work. Should an Owner fail to remove or restore as required hereunder, the Declarant, the Association or their designees, shall have the right to enter the Lot and remove or cure the violation. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the nonconforming Lot and collected as a Specific Assessment pursuant to Section 9.4.

In the event that any Person fails to commence and diligently pursue to completion all approved Work, Declarant or the Association shall be authorized, after providing notice and an opportunity to cure to the Owner of at least ten (10) days, to enter upon the Lot and remove or complete any incomplete Work and to assess all costs incurred against the Lot and the Owner thereof as a Specific Assessment pursuant to Section 9.4.

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

Section 10.9 Builder Performance. Neither the Association, the NCC, the MC, the Declarant, nor any affiliate of the Declarant, as hereinafter defined, are a co-venturer, partner, agent, employer, stockholder or affiliate of any kind of or with any Builder, nor is any Builder an agent of the Declarant or an affiliate of the Declarant. Therefore, the Association, the NCC, the MC, the Declarant and affiliates of Declarant shall not be responsible for, or guarantors of, performance by any Builder of all or any of its obligations to any Owner pursuant to any contracts for the sale or construction of a Residence or otherwise. Neither the Association, the NCC, the MC, or the Declarant nor any affiliates of the Declarant has made, or have made, any warranty or representation with respect to performance by any Builder under any contract or otherwise.

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

Section 10.10 Notice of Violation. To evidence any violation of the Governing Documents as to a particular Lot, the Board may file in the Deed Records of Collin County, Texas, a notice of violation setting forth (i) the violation, (ii) the name of the Owner and Lot, and (iii) a sufficient legal description of the Lot. Such notice shall be signed and acknowledged by an officer or duly authorized agent or attorney of the Association. The cost of preparing and recording such notice may be assessed against the non-conforming Lot and collected as a Specific Assessment pursuant to Section 9.4.

ARTICLE XI
USE RESTRICTIONS

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

Section 11.2 Occupants Bound. All provisions of the Governing Documents which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, tenants, guests and invitees of any Lot. Every Owner shall cause all Residents and guests of his or her Lot to comply with the Governing Documents. Every Owner shall be responsible for all violations and losses to the Common Area caused by such occupants, tenants, guests and invitees, notwithstanding the fact that such Residents of a Lot are fully liable and may be sanctioned for any such violation or loss.

Section 11.3 Signs. Except for signs of the Declarant and the Association, no sign of any kind shall be displayed to the public view on the Common Area without the prior written

approval of the Committee. No signs of any kind shall be displayed to the public view on a Lot except for the following: (i) one (1) sign of not more than five (5) square feet advertising a Lot for sale (for lease signs are strictly prohibited); (ii) signs used by the Declarant or by a Builder to advertise the Property during the Development Period, including entry, directional and advertising signs; (iii) political signs not exceeding four (4) feet by six (6) feet in size advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal (but no more than one such sign for each candidate or ballot item) provided that such signs are ground-mounted, and are not erected more than ninety (90) days in advance of the election to which they pertain and are removed within ten (10) days after the election, and do not violate any of the provisions of Section 202.009(c) of the Texas Property Code; (iv) personal signs indicating school affiliations, social events, birth announcements and similar type signs provided they are removed within thirty (30) days following installation; and (v) two signs not exceeding one square foot in size each indicating that a Residence is monitored by a security company.

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

Section 11.4 Parking and Prohibited Vehicles.

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

(b) Prohibited Vehicles. Commercial vehicles, vehicles exceeding 3/4 ton, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, golf carts, stored vehicles, inoperable vehicles, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, shall be parked only in enclosed garages. Boats and other water craft, watercraft trailers and recreational vehicles may be parked on a Lot provided that they are completely screened from view from any other Lot, street or Common Area. For purposes of this Section, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days. For purposes of this Section, a vehicle shall be considered "inoperable" if it is obviously not capable of being operated as a vehicle or if it does not have current registration or operating licenses. Notwithstanding the above, service and delivery vehicles may be parked in the Property for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Area. Any vehicle parked in violation of this Section

or parking rules promulgated by the Board may be towed at the vehicle owner's expense.

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

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

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

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

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

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

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

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

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

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

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

Section 11.13 Irrigation. No sprinkler or irrigation systems of any type installed by a Builder on a Lot shall be modified by a non-Builder Owner unless prior written approval has been received from the Board or its designee. Each Owner must install and maintain a central sprinkler system on his or her Lot. Irrigation water must be contained within the Owner's lot.

Section 11.14 Tents, Sheds, Mobile Homes and Structures. Except as otherwise permitted by this Declaration, no tent, shack, mobile home, storage shed, greenhouse or similar structure, whether temporary or permanent, shall be placed upon a Lot in a location that is visible from outside the Lot. Party tents or similar temporary structures may be erected for a limited period of time for special events with prior written approval of the Board. Except as may be permitted by the Declarant or the Committee during initial construction within the Property, no thing or structure on a Lot may be occupied as a Residence at any time by any Person other than a structure which has been issued a Certificate of Occupancy by the Town. This provision applies, without limitation, to the garage, mobile homes, campers, trailers, recreational vehicles, and storage sheds.

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

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

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

Section 11.18 Air-Conditioning Units; Solar Energy Devices. No window air-conditioning units may be installed in any Lot. Solar energy devices must be approved in accordance with the Design Guidelines and Article X of this Declaration.

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

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

and the fence blocks the view of the item at eye level.

Section 11.21 Flags. The United States flag, the Texas state flag and/or an official or replica flag of any branch of the United States armed forces may be displayed provided that they are displayed in accordance with the Rules and Regulations and the Design Guidelines. No other type of flag, pennant, banner, kite, or similar items of display is permitted on a Lot if the display is visible from an adjoining property, street or Common Area.

Section 11.22 Religious Displays. One or more religious items may be displayed or affixed to the entry of a Residence provided that such item is displayed or affixed in accordance with the Rules and Regulations and the Design Guidelines. Notwithstanding the foregoing, in displaying a religious item, an Owner or Resident may not use a material or color for an entry door or door frame of the Owner's or Resident's dwelling or make an alteration to the entry door or door frame without the prior written approval of the Committee.

Section 11.23 Playground and Recreational Equipment. No jungle gyms, swing sets, basketball hoops and backboards, similar playground equipment, tennis courts or such other recreational equipment shall be erected or installed on any Lot unless in compliance with Article X of this Declaration and the Design Guidelines. Permanently mounted basketball hoops and backboards must be made of plexi-glass and mounted so as to be perpendicular to the street and facing away from adjoining homes. Any temporary basketball hoops or backboards permitted by the Board or its designee must be stored out of sight of neighboring property when not in use. Any playground or other play areas or equipment erected within the Property shall be used at the risk of the user. The Association shall not be held liable to any Person for any claim, damage or injury occurring thereon or related to use thereof.

Section 11.24 Fences. All fencing must be installed in accordance with Article X and the Design Guidelines. The Committee may authorize variations from the Design Guidelines for fences constructed by the Declarant or by Builders in connection with new home construction during the Development Period. Any fence installed by Declarant is deemed to have been approved by the Committee.

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

The terms "business" and "trade" as used in this provision, shall be construed to have

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

Notwithstanding the above, the leasing of a Lot in compliance with Section 11.26 of this Declaration shall not be considered a business or trade within the meaning of this Section. Garage sales, moving sales, rummage sales, or similar activities on any Lot shall not be permitted. The Board may, but is not required to, establish one or more days during the year for a community-wide garage sale. Sales activities that are conducted in accordance with such Rules shall not be considered a business or trade within the meaning of this Section.

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

Section 11.26 Leasing of Lots. "Leasing", for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument. All Leases shall be in writing. Lots may be leased only in their entirety. No fraction or portion may be leased. There shall be no subleasing of Lots or assignment of leases unless prior written approval is obtained from the Board. No transient tenants may be accommodated in a Lot. All leases shall be in writing and shall be for an initial term of no less than six (6) months, except with the prior written consent of the Board. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Governing Documents. In the event of a tenant's violation of the Governing Documents, the Owner is responsible for his or her tenant's compliance. If the Owner fails or refuses to enforce his or her tenant's compliance, the Association may pursue the remedies of a landlord under the lease and state law for the default, including eviction of the tenant. The Owner is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Governing Documents against the Owner's tenant. The Board may adopt reasonable rules regulating leasing and subleasing.

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

Section 11.28 Single Family Occupancy. No Residence shall be occupied by more than a single family. For purposes of this restriction, a single family shall be defined as any number of persons related by blood, adoption or marriage living with not more than one person who is not so related as a single household unit, or no more than two persons who are not so related

living together as a single household unit, and the household employees of either such household unit; provided, however, that nothing herein shall be interpreted to restrict the ability of one or more adults meeting the definition of a single-family from residing with any number of persons under the age of eighteen (18) over whom such persons have legal authority.

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

Section 11.30 Wetlands, Lakes and Other Water Bodies. All wetlands, lakes, ponds and streams within the Property, if any, shall be aesthetic amenities only and no other use thereof, including, without limitation, fishing, skiing, swimming, boating, playing or use of personal flotation devices, shall be permitted without the prior approval of the Board. The Association shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds or streams within the Property. No docks, piers or other structures shall be constructed on or over any body of water within the Property, except such as may be constructed by the Declarant or the Association.

Section 11.31 On-Site Fuel Storage. No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Property. However, up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

ARTICLE XII
MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders of First Mortgages on Lots in the Property. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

12.1 Notices of Action. An institutional holder, insurer or guarantor of a First Mortgage who provides a written request to the Association (such request to state the name and address of such holder, insurer or guarantor and the Lot number, therefore becoming an "Eligible Mortgage Holder") will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Lot on which there is a First Mortgage held, insured or guaranteed by such Eligible Mortgage Holder;

(b) any delinquency in the payment of Assessments or charges owed by an Owner of a Lot subject to the Mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a First Mortgage, upon at least ten (10) days' written request, is entitled to written

notice from the Association of any default in the performance by the Owner of the encumbered Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days; or

(c) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

12.2 No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the First Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

12.3 Notice to Association. Upon request, each Lot Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

12.4 Other Provisions for Mortgagees. To the extent possible under Texas law:

(a) Any restoration or repair of the Property after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications unless the approval is obtained of the Eligible Mortgage Holders of First Mortgages on Lots to which at least fifty-one percent (51%) of the votes of Lots subject to Mortgages held by such Eligible Mortgage Holders are allocated.

(b) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Mortgage Holders of First Mortgages on Lots to which at least fifty-one percent (51%) of the votes of Lots subject to Mortgages held by such Eligible Mortgage Holders are allocated.

12.5 Amendments by Board. Should the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, HUD or VA subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

12.6 Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request; provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

12.7 Applicability of Article XII. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws or Texas law for any of the acts set out in this Article.

ARTICLE XIII
EASEMENTS

Section 13.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Area and between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of the Person claiming the benefit of such easement.

Section 13.2 Easements for Utilities, etc. There are hereby reserved unto Declarant, during the Development Period, and to the Association and the designees of each (which may include, without limitation, Collin County, Texas, and any utility) access and maintenance easements upon, across, over and under all of the Property (but not through a structure) to the extent reasonably necessary for the purpose of replacing, repairing and maintaining fiber-optic systems, security and similar systems, roads, walkways, drainage systems, street lights, signage and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas and electricity and for the purpose of installing any of the foregoing on property which it owns or within easements designated for such purposes on recorded plats of the Property. Notwithstanding anything to the contrary herein, these easements shall not entitle the holders to construct or install any of the foregoing systems, facilities or utilities over, under or through any existing Residence on a Lot and any damage to a Lot resulting from the exercise of these easements shall promptly be repaired by, and at the expense of, the Person exercising these easements. The exercise of these easements shall not unreasonably interfere with the use of any Lot.

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

Section 13.3 Right of Entry. The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security and safety reasons, to perform maintenance pursuant to Article V hereof, and to inspect for the purpose of ensuring compliance with the Governing Documents. Except in an emergency situation (i.e. imminent damage to or loss of life or property), entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter upon a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Board, but shall not authorize entry into any Residence without permission of the Owner except by emergency personnel acting in their official capacities. The easement granted hereunder shall not create an

obligation or duty on the part of Declarant or the Association to provide for the safety or security within the Property. In exercising this easement right, neither the Declarant nor the Association shall be liable to the Owner for trespass.

Section 13.4 Easement for Entry Features. The Association is hereby granted a perpetual easement (the "Entry Feature Easement") over each Lot that abuts or contains a portion of the Property's formal entrances, for the purposes stated in this Section 13.4, regardless of whether or how the Plat shows the easement or entry features.

(a) Entrance Lots. On recording of this Declaration, Declarant burdens the following Lots on which the formal entrances are located with the Entry Feature Easement: (i) Lot _, Block _, and (ii) Lot _, Block _, as shown on the Plat.

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

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

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

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

Section 13.5 Easements for Certain Owners. There is hereby reserved to each Lot reciprocal appurtenant easements for access over, across and upon the adjacent Lot (exclusive of Residences) and the adjacent Common Area for the construction, maintenance and repair of Residences or party structures to a distance of not more than five feet (5'), as measured from any point on the common boundary along a line perpendicular to such boundary. The use of said easement by an Owner shall not exceed a total of thirty (30) days each year for maintenance unless approved in writing by the Board. Any landscaping or irrigation systems damaged by the Owner during the construction, maintenance or repair of his or her residential Residence or party structure shall be repaired or replaced, if necessary, at the expense of the Owner causing such damage. If the Owner fails properly to perform such repairs or replacements, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a Specific Assessment in accordance with Section 9.4.

However, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when immediate entry is required due to an emergency situation.

There is also hereby reserved to each Lot reciprocal appurtenant easements of encroachment over, across and upon the adjacent Lot and adjacent Common Area for water drainage from the roof of the Residences or other structures. Owners shall not attach any object to a Residence of an adjacent Lot or disturb the grading of the area located between the adjacent Residences or otherwise act with respect to such area in any manner which would damage the adjacent Lot. In the event of a dispute arising out of the rights and obligations created under this Section 13.5, the parties agree to resolve the dispute in accordance with Section 5.5(e).

Section 13.6 Construction and Sale Period Easement. Notwithstanding any provisions contained in the Governing Documents, until expiration of the Development Period, Declarant reserves an easement across the Property for Declarant and any Builder to maintain and carry on, upon such portion of the Property as Declarant may reasonably deem necessary, such facilities and activities as, in the sole opinion of the Declarant, may be reasonably required, convenient or incidental to the construction, completion, management, maintenance, leasing, marketing or sale of such Lots including, but not limited to, parking areas, temporary buildings, temporary fencing, portable toilets, storage areas, dumpsters, trailers, commercial vehicles of every type, business offices, signs, sales offices and model Residences.

Section 13.7 Easement to Inspect and Right to Correct. During the Development Period, Declarant reserves for itself and Builders, and their respective employees, agents and representatives, the right to inspect, monitor, test, redesign, correct, relocate, and replace any structure, improvement, material, or condition that may exist on any portion of the Property, including the Lots, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise this right. Any damage to a Lot resulting from the exercise of these easements shall promptly be repaired by, and at the expense of, the Person exercising these easements.

Section 13.8 Easements to Serve Additional Property. The Declarant hereby reserves for itself and its duly authorized agents, representatives, employees, successors, assigns, licensees and mortgagees, an easement over the Common Area for the purposes of enjoyment, use, access and development of adjoining property, whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development of such property. Declarant further agrees that if the easement is exercised for permanent access to such property and such property or any portion thereof is not made subject to this Declaration, the Declarant, its successors or assigns shall enter into a reasonable agreement with the Association to share the cost of maintenance of any access roadway serving such property.

Section 13.9 Easements for Lakes and Pond Maintenance and Flood Water The Declarant reserves for itself and its successors, assigns and designees the nonexclusive right and easement, but not the obligation, to enter upon the lakes, ponds, streams and wetlands located

within the Common Area to (i) install, keep, maintain and replace pumps and related equipment; (ii) construct, maintain and repair any bulkhead, levee, wall, dam or other structure retaining water, (iii) remove trash and other debris therefrom and fulfill their maintenance responsibilities as provided in this Declaration, and (iv) spray pesticides and chemicals for the control of insects and other pests, each Lot being hereby burdened with an easement for the over-spray of such pesticides and chemicals, if any, from the exercise of such easement. The Declarant's rights and easements provided in this Section shall be transferred to the Association at such time as the Declarant shall cease to own any property subject to the Declaration, or such earlier time as Declarant may elect, in its sole discretion, to transfer such rights by a written instrument. The Declarant, the Association and their designees shall have an access easement over and across any of the Property abutting or containing any portion of any of the lakes, ponds, streams or wetlands to the extent reasonably necessary to exercise their rights under this Section.

There is further reserved herein for the benefit of Declarant, the Association and their designees, a perpetual, non-exclusive right and easement of access and encroachment over the Common Area and Lots (but not the Residences thereon) adjacent to or within fifty (50) feet of lake beds, ponds and streams within the Property, in order to (i) temporarily flood and back water upon and maintain water over such portions of the Property, (ii) fill, drain, dredge, deepen, clean, fertilize, dye and generally maintain the lakes, ponds, streams and wetlands within the Common Area, (iii) maintain and landscape the slopes and banks pertaining to such lakes, ponds, streams and wetlands and (iv) enter upon and across such portions of the Property for the purpose of exercising its rights under this Section. All persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other Person liable for damage from flooding due to heavy rainfall or other natural disasters.

Section 13.10 Public Easement. There is hereby reserved to the benefit of Declarant, the Association and their designees, a perpetual, non-exclusive right and easement of public ingress and egress over any public streets, bicycle and pedestrian pathways and trails. This easement shall not imply any right of public use of the Common Area or improvements thereon, owned by the Association.

ARTICLE XIV
ANNEXATION AND WITHDRAWAL OF PROPERTY

Section 14.1 Annexation Without Approval of Membership. The Declarant shall have the right, until (i) all property described on Exhibit "B" attached hereto has been subjected to this Declaration and conveyed to Class "A" Members other than Builders, or (ii) December 31, 2045, whichever is earlier, to subject to the provisions of this Declaration all or any portion of the property described in Exhibit "B". The Declarant may transfer or assign this right to any other Person who is the developer of at least a portion of the real property described in Exhibit "A" or Exhibit "B". Such transfer or assignment shall be memorialized in a written, recorded instrument executed by the Declarant.

Nothing in this Declaration shall be construed to require the Declarant or any successor to annex or develop any property in any manner whatsoever.

Such annexation shall be accomplished by filing a Supplemental Declaration annexing such property in the County Clerk official records of Collin County, Texas. Such Supplemental Declaration shall not require the consent of Members but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

Section 14.2 Annexation With Approval of Membership. Subject to the consent of the owner thereof, the Association may, following the expiration of the Declarant's right to annex in Section 14.1, any property to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of Members representing a majority of the Class "A" votes of the Association represented at a meeting duly called for such purpose.

Annexation shall be accomplished by filing a Supplemental Declaration describing the property being annexed in the County Clerk official records of Collin County, Texas. Any such Supplemental Declaration shall be signed by the President of the Association and by the owner of the property being annexed. Any such annexation shall be effective upon filing unless otherwise provided therein.

Section 14.3 Withdrawal of Property. The Declarant reserves the right to amend this Declaration unilaterally at any time during the Development Period without prior notice and without the consent of any Person, for the purpose of removing certain portions of the Property then owned by the Declarant or its affiliates or the Association from the provisions of this Declaration, to the extent originally included in error or as a result of any changes whatsoever in the plans for the Property desired to be effected by the Declarant.

Section 14.4 Additional Covenants and Easements. The Declarant may unilaterally subject any portion of the property submitted to this Declaration initially or by supplemental declaration to additional covenants and easements, including covenants obligating the Association to maintain and insure such property on behalf of the Owners and obligating such Owners to pay the costs incurred by the Association through Assessments. Such additional covenants and easements shall be set forth in a Supplemental Declaration filed either concurrent with or after the annexation of the subject property, and shall require the written consent of the owner(s) of such property, if other than the Declarant.

ARTICLE XV
DECLARANT'S RIGHTS

Section 15.1 General. Without limiting the rights of the Declarant as otherwise provided by the Governing Documents, the Declarant shall have the following additional rights as Declarant, exercisable at Declarant's sole discretion, at any time during the Development Period:

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

requirements; (iv) changes to the initial design and construction standards; and (v) changes to any other feature of the Property.

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

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

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

Section 15.2 Additional Covenants. No Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Property without Declarant's review and written consent. Any attempted recordation without compliance herewith shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the public records.

Section 15.3 Assignment. Any or all of the Development Period Rights and obligations of the Declarant set forth in the Governing Documents may be transferred to other Persons; provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained

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

ARTICLE XVI
DISPUTE RESOLUTION

Section 16.1 Consensus for Association Action.

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

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

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

Section 16.2 Alternative Method for Resolving Disputes.

Declarant, its officers, directors, employees and agents; the Association, its officers, directors and committee members; all Persons subject to this Declaration; and any person not otherwise subject to this Declaration who agrees to submit to this Article (each such entity being referred to as a "Bound Party") agree to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit those claims, grievances or disputes described in Section 16.3 (collectively, "Claims") to the procedures set forth in Section 16.4.

Section 16.3 Claims.

Unless specifically exempted below, all Claims between any of the Bound Parties regardless of how the same might have arisen or on what it might be based including, but not limited to Claims (a) arising out of or relating to the interpretation, application or enforcement of the Governing Documents or the rights, obligations and duties of any Bound Party under the Governing Documents; (b) relating to the design or construction of improvements; or (c) based upon any statements, representations, promises, warranties, or other communications made by or on behalf of any Bound Party shall be subject to the provisions of Section 16.4.

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Section 16.4:

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

(b) any suit by the Association or Declarant to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to act under and enforce the provisions of Articles X or XI, or the Declarant's ability to exercise a right grated under the Governing Documents, including any Development Period Right;

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

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

Section 16.4. Mandatory Procedures.

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

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

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

(iii) the proposed remedy; and

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

(b) Negotiation and Mediation.

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

(ii) If the Parties do not resolve the Claim within thirty (30) days after the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have ten (10) days to submit the Claim to mediation under the auspices of a mediation center or individual on which the parties mutually agree. The mediator must have at least five (5) years of experience serving as a mediator or an elected judge unless both parties agree to waive these requirements.

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

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

Each Party shall bear its own costs of the mediation, including attorneys' fees, and each Party shall share equally all charges rendered by the mediator. If the Parties agree to a resolution of any Claim through negotiation or mediation in accordance with Section 16.4 and any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in Section 16.4. In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement, including, without limitation, attorneys' fees and court costs.

ARTICLE XVII
GENERAL PROVISIONS

Section 17.1 Term. The covenants and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Property, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded. After such time, the covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, and

approved by the Town of Prosper, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to terminate the same, in which case this Declaration shall be terminated.

Section 17.2 Amendment.

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

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

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

If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

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

Section 17.3 Severability. Invalidation of any provision or portion of a provision of this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 17.4 Liberal Construction. The terms and provisions of each Governing Document are to be liberally construed to give effect to the purposes and intent of the Governing Documents.

Section 17.5 Notice of Sale or Transfer of Title. Within thirty (30) days after acquiring an interest in a Lot, an Owner shall provide the Association with the following information: (i) the name and address (physical and electronic mail address) of the purchaser or transferee, (ii) the name, address and loan number, if any, of the Mortgagee, (iii) a recorded copy of the deed or other instrument transferring title to the Lot, (iv) the name and phone number of any tenant, (v) the name, address and phone number of the Owner's managing agent, if any, and (vi) such other

the name, address and loan number, if any, of the Mortgagee, (iii) a recorded copy of the deed or other instrument transferring title to the Lot, (iv) the name and phone number of any tenant, (v) the name, address and phone number of the Owner's managing agent, if any, and (vi) such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot coming due prior to the date upon which such notice is received by the Board, including Assessment obligations, notwithstanding the transfer of title to the Lot.

IN WITNESS WHEREOF, the undersigned duly authorized agent of the Declarant has executed this Declaration on the 5th day of December, 2016.

DECLARANT: **BLUE STAR ALLEN LAND, L.P.,** a Texas limited partnership

By: **BLUE STAR INVESTMENTS, INC.,** a Texas corporation, its General Partner

By: Joe Hickman

Printed Name: Joe Hickman

Its: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, personally appeared Joe Hickman, Vice President of Blue Star Investments, Inc., a Texas corporation, General Partner of **BLUE STAR ALLEN LAND, L.P.,** a Texas limited partnership, and acknowledged that he executed the foregoing document on behalf of said company.

SUBSCRIBED AND SWORN TO BEFORE ME on this 5th day of November, 2016.

FRANCES WILL
MY COMMISSION EXPIRES
May 22, 2017

Notary ID # 329039-8

Frances Will

Notary Public in and for
the State of Texas
My Commission Expires: 5-22-17

AFTER RECORDING RETURN TO:
Riddle & Williams, P.C.
3710 Rawlins St., Suite 1400
Dallas, Texas 75219
STARTRAILCC&RS FINAL

EXHIBIT "A"

Property Initially Subject to Declaration

LEGAL DESCRIPTION
PHASE ONE
175.787 ACRES

BEING a tract of land situated in the COLLIN COUNTY SCHOOL LAND #12 SURVEY, ABSTRACT NO. 147, Collin County, Texas and being part of a tract of land conveyed to Blue Star Allen Land, LP, and described as Parcel III, according to the document filed of record in Document Number 20110630006769 20, Deed Records, Collin County, Texas, and being part of a tract of land conveyed to Blue Star Allen Land, LP, according to the document filed of record in Document Number 20112300014118 80, Deed Records, Collin County, Texas, and being part of a tract of land conveyed to 183 Land Corporation, Inc., and described as Tract Two and Tract Three, according to the document filed of record in Document Number 97-0005168, Deed Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found for the southeast corner of said Tract Three, being common with the southwest corner of a tract of land conveyed to Collin County, Texas, according to the document filed of record in Document Number 20060912001319220, Deed Records, Collin County, Texas, being the most easterly northeast corner of said Blue Star Allen Land, LP tract recorded in Document Number 20110630006769 20, and being common with the northwest corner of a tract of land conveyed to Collin County, Texas, according to the document filed of record in Document Number 200500188861, Deed Records, Collin County, Texas;

THENCE South 01° 25' 33" East, leaving said common corner and with the east line of said Blue Star Allen Land, LP tract, being common with the west line of said Collin County, Texas tract recorded in Document Number 200500188861, a distance of 5.20 feet to the **POINT OF BEGINNING** of the tract of land described herein;

THENCE South 01° 25' 33" East, continuing with said common line, a distance of 60.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE Leaving said common line, over and across the above mentioned Blue Star Allen Land, LP tracts recorded in Document Number 20110630006769 20 and 20112300014118 80, the following fifty-eight (58) courses and distances:

South 88° 34' 27" West, a distance of 286.91 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the beginning of a curve to the left having a central angle of 16° 26' 55", a radius of 420.00 feet and a chord bearing and distance of South 80° 20' 59" West, 120.16 feet;

With said curve to the left, an arc distance of 120.57 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 72° 07' 32" West, a distance of 122.03 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the beginning of a curve to the right having a central angle of 17° 22' 32", a radius of 480.00 feet and a chord bearing and distance of South 80° 48' 48" West, 145.01 feet;

With said curve to the right, an arc distance of 145.56 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 89° 30' 04" West, a distance of 403.30 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the beginning of a curve to the right having a central angle of 15° 38' 08", a radius of 1,005.00 feet and a chord bearing and distance of North 82° 40' 52" West, 273.41 feet;

With said curve to the right, an arc distance of 274.26 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the beginning of a reverse curve to the left having a central angle of 15° 38' 08", a radius of 970.00 feet and a chord bearing and distance of North 82° 40' 52" West, 263.89 feet

With said curve to the left, an arc distance of 264.71 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 89° 30' 04" West, a distance of 135.22 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 44° 30' 04" West, a distance of 14.14 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 00° 29' 56" East, a distance of 96.93 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the beginning of a curve to the left having a central angle of 03° 18' 36", a radius of 400.00 feet and a chord bearing and distance of South 02° 09' 15" East, 23.11 feet;

With said curve to the left, an arc distance of 23.11 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 47° 30' 46" East, a distance of 14.63 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 89° 58' 52" West, a distance of 82.16 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the beginning of a non-tangent curve to the right having a central angle of 02° 05' 31", a radius of 455.00 feet and a chord bearing and distance of South 10° 43' 48" East, 16.61 feet;

With said curve to the right, an arc distance of 16.61 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 89° 30' 04" West, a distance of 540.58 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 74° 46' 05" West, a distance of 82.29 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 73° 13' 21" West, a distance of 89.59 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the beginning of a non-tangent curve to the left having a central angle of 00° 10' 46", a radius of 785.00 feet and a chord bearing and distance of North 13° 04' 23" West, 2.46 feet;

With said curve to the left, an arc distance of 2.46 fee to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 76° 50' 14" West, a distance of 60.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the beginning of a non-tangent curve to the left having a central angle of 08° 54' 10", a radius of 725.00 feet and a chord bearing and distance of North 17° 36' 51" West, 112.54 feet;

With said curve to the left, an arc distance of 112.65 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 28° 54' 29" West, a distance of 71.02 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the beginning of a curve to the left having a central angle of 02° 03' 40", a radius of 720.00 feet and a chord bearing and distance of North 28° 42' 58" West, 25.90 feet;

With said curve to the left, and arc distance of 25.90 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 29° 44' 48" West, a distance of 98.35 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 60° 15' 35" West, a distance of 94.34 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 61° 38' 59" West, a distance of 84.94 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 64° 04' 24" West, a distance of 84.94 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 66° 29' 50" West, a distance of 84.94 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 68° 55' 15" West, a distance of 84.94 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 71° 20' 41" West, a distance of 84.94 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 73° 46' 06" West, a distance of 84.94 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 76° 11' 32" West, a distance of 84.94 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 78° 36' 57" West, a distance of 84.94 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 81° 17' 09" West, a distance of 102.20 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 84° 12' 08" West, a distance of 102.20 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 86° 08' 58" West, a distance of 94.65 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 01° 48' 33" East, a distance of 137.69 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 03° 25' 26" West, a distance of 372.17 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the beginning of a non-tangent curve to the left having a central angle of 05° 50' 35", a radius of 1,500.00 feet and a chord bearing and distance of North 85° 33' 53" East, 152.90 feet;

With said curve to the left, an arc distance of 152.97 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 35° 49' 19" East, a distance of 13.73 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the beginning of a non-tangent curve to the left having a central angle of 34° 52' 19", a radius of 325.00 feet and a chord bearing and distance of North 29° 07' 41" West, 194.77 feet;

With said curve to the left, an arc distance of 197.80 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the beginning of a reverse curve to the right having a central angle of 15° 01' 23", a radius of 1,241.00 feet and a chord bearing and distance of North 39° 03' 09" West, 324.46 feet;

With said curve to the left, an arc distance of 325.39 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 59° 03' 38" West, a distance of 107.82 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 68° 04' 31" West, a distance of 99.90 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 89° 34' 26" West, a distance of 493.95 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 72° 34' 07" West, a distance of 80.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the beginning of a non-tangent curve to the right having a central angle of 29° 06' 30", a radius of 770.00 feet and a chord bearing and distance of North 31° 59' 08" East, 387.00 feet;

With said curve to right, an arc distance of 391.19 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 46° 32' 23" East, a distance of 400.84 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the beginning of a curve to the left having a central angle of 12° 50' 19", a radius of 400.00 feet and a chord bearing and distance of North 40° 07' 14" East, 89.44 feet;

With said curve to the left, an arc distance of 89.63 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the beginning of a reverse curve to the right having a central angle of 12° 50' 19", a radius of 400.00 feet and a chord bearing and distance of North 40° 07' 14" East, 89.44 feet;

With said curve to the right, an arc distance of 89.63 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 46° 32' 23" East, a distance of 168.32 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the beginning of a curve to the right having a central angle of 24° 34' 14", a radius of 400.00 feet and a chord bearing and distance of North 58° 49' 30" East, 170.22 feet;

With said curve to the right, an arc distance of 171.53 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the beginning of a reverse curve to the left having a central angle of 08° 20' 16", a radius of 400.00 feet and a chord bearing and distance of North 66° 56' 29" East, 58.16 feet;

With said curve to the left, an arc distance of 58.21 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at to the beginning of a reverse curve to the right having a central angle of 17° 28' 58", a radius of 790.00 feet and a chord bearing and distance of North 71° 30' 50" East, 240.12 feet;

With said curve to the right, an arc distance of 241.06 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 09° 44' 41" West, a distance of 20.54 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 00° 32' 28" West, a distance of 931.90 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 89° 27' 35" West, a distance of 849.99 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 00° 32' 25" West, a distance of 45.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner in north line of the above mentioned Blue Start Allen Land, LP tract recorded in Document Number 20111230000141880, being located within County Road 4, also known as Prosper Trail;

THENCE North 89° 27' 35" East, along said Prosper Trail, passing at a distance of 312.25 feet, an iron rod found, and passing at a distance of 332.97 feet, a 5/8 inch iron rod found, and continuing for a total distance of 1,054.09 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner, from which a 1/2 inch iron rod found bears South 00° 21' 13" West, 1.16 feet;

THENCE North 89° 30' 04" East, continuing along said Prosper Trail, passing at a distance of 828.39 feet, a PK nail found, and passing at a distance of 319.85 feet, a spindle found, and continuing for a total distance of 3,197.36 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner in the west line of the above mentioned Collin County, Texas tract recorded in Document Number 20060912001319220, and being at the beginning of a curve to the left having a central angle of 00° 24' 34", a radius of 17,388.73 feet and a chord bearing and distance of South 00° 20' 16" East, 124.24 feet;

THENCE With said west line and said curve to the left, an arc distance of 124.24 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE Leaving said west line, over and across the above mentioned 183 Land Corporation, Inc. tracts and the above mentioned Blue Star Allen Land, LP tract, the following eighteen (18) courses and distances:

North 45° 35' 32" West, a distance of 62.67 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 89° 30' 04" West, a distance of 155.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 80° 34' 21" West, a distance of 203.04 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 89° 30' 04" West, a distance of 519.16 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left having a

central angle of 07°59'26", a radius of 503.50 feet and a chord bearing and distance of South 85° 30' 21" West, 70.16 feet;

With said curve to the left, an arc distance of 70.22 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a reverse curve to the right having a central angle of 07° 59' 26", a radius of 526.50 feet and a chord bearing and distance of South 85° 30' 21" West, 73.37 feet;

With said curve to the right, an arc distance of 73.43 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 89° 30' 04" West, a distance of 205.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 00° 29' 57" East, a distance of 817.69 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the beginning of a curve to the left having a central angle of 34° 04' 24", a radius of 1100.00 feet and a chord bearing and distance of South 17° 32' 08" East, 644.56 feet;

With said curve to the left, an arc distance of 654.16 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 34° 34' 20" East, a distance of 153.52 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the beginning of a curve to the right having a central angle of 34° 04' 24", a radius of 1,100.00 feet and a chord bearing and distance of South 17° 32' 08" East, 644.56 feet;

With said curve to the right, an arc distance of 654.16 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 00° 29' 56" East, a distance of 442.32 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 45° 29' 56" East, a distance of 35.36 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 89° 30' 04" East, a distance of 174.76 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the beginning of a curve to the left having a central angle of 17° 22' 32", a radius of 420.00 feet and a chord bearing and distance of North 80° 48' 48" East, 126.88 feet;

With said curve to the left, an arc distance of 127.37 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 72° 07' 32" East, a distance of 122.03 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the beginning of a curve to the right having a central

angle of 16° 26' 55", a radius of 480.00 feet and a chord bearing and distance of North 80° 20' 59" East, 137.33 feet;

With said curve to the right, an arc distance of 137.80 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 88° 34' 27" East a distance of 286.91 feet to the **POINT OF BEGINNING** and containing 175.787 acres of land, more or less.

EXHIBIT "A"

EXHIBIT "B"

Property Subject to Annexation

LEGAL DESCRIPTION
RESIDENTIAL TRACT 1
243.026 ACRES

BEING a tract of land situated in the J.M. DURRET SURVEY, ABSTRACT NO. 350 and NEATHERLY SURVEY, ABSTRACT NO. 962, Denton County, Texas and being part of that tract of land described as Tract 9A in Deed to Blue Star Allen Land, Lp., as recorded in Document No. 2011-60030, Deed Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a point for the northwest corner of said Tract 9A;

THENCE North 89 degrees 19 minutes 58 seconds East, a distance of 994.44 feet to a point for corner;

THENCE South 00 degrees 38 minutes 22 seconds East, a distance of 349.78 feet to a point for corner;

THENCE South 89 degrees 16 minutes 12 seconds East, a distance of 311.68 feet to a point for corner;

THENCE South 00 degrees 43 minutes 48 seconds West, a distance of 924.87 feet to a point for corner;

THENCE South 89 degrees 16 minutes 12 seconds East, a distance of 802.44 feet to a point for corner;

THENCE South 00 degrees 34 minutes 12 seconds West, a distance of 1,076.90 feet to a point for corner;

THENCE South 00 degrees 12 minutes 39 seconds West, a distance of 2,202.93 feet to a point for corner;

THENCE North 89 degrees 54 minutes 30 seconds West, a distance of 359.02 feet to a point for corner;

THENCE South 00 degrees 05 minutes 37 seconds West, a distance of 540.00 feet to a point for corner;

THENCE North 89 degrees 54 minutes 26 seconds West, a distance of 499.99 feet to a point for corner;

THENCE South 00 degrees 05 minutes 30 seconds West, a distance of 625.00 feet to a point for corner;

THENCE South 68 degrees 30 minutes 36 seconds West, a distance of 121.88 feet to a point for corner at the beginning of a non-tangent curve to the right having a central angle of 11 degrees 25 minutes 23 seconds, a radius of 635.02 feet and chord bearing and distance South 15 degrees 47 minutes 56 seconds East, 126.39 feet;

THENCE Southerly, with said curve to the right, an arc distance of 126.60 feet to a point for corner at the beginning of a compound curve to the left having a central angle 13 degrees 23 minutes 29 seconds, a radius 553.16 feet and chord bearing and distance of South 16 degrees 46 minutes 59 seconds, 128.99 feet;

THENCE Southerly, with said curve to the left, an arc distance of 129.29 feet to a point for corner;

THENCE South 23 degrees 28 minutes 43 minutes East, a distance of 40.00 feet to a point for corner;

THENCE South 68 degrees 26 minutes 07 minutes East, a distance of 35.35 feet to a point for corner;

THENCE South 23 degrees 14 minutes 18 seconds East, a distance of 79.37 feet to a point for corner;

THENCE South 66 degrees 46 minutes 23 seconds West, a distance of 788.37 feet to a point for corner;

THENCE North 01 degrees 14 minutes 00 degrees West, a distance of 351.49 feet to a point for corner;

THENCE North 74 degrees 40 minutes 56 minutes West, a distance of 166.86 feet to a point for corner;

THENCE North 00 degrees 37 minutes 14 seconds East, a distance of 350.62 feet to a point for corner;

THENCE South 89 degrees 30 minutes 49 seconds West, a distance of 241.09 feet to a point for corner;

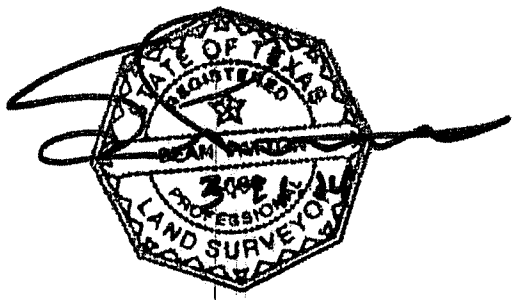
THENCE South 89 degrees 31 minutes 22 seconds West, a distance of 145.69 feet to a point for corner;

THENCE North 00 degrees 03 minutes 13 seconds West, a distance of 423.47 feet to a point for corner;

THENCE North 00 degrees 12 minutes 50 seconds East, a distance 841.86 feet to a point for corner;

THENCE North 00 degrees 12 minutes 53 seconds East, a distance of 2,910.97 feet to a point for corner;

THENCE North 00 degrees 06 minutes 57 seconds East, a distance of 1,524.74 feet to the **POINT OF BEGINNING** and containing 243.026 acres of land, more or less.



LEGAL DESCRIPTION
RESIDENTIAL TRACT 2
514.72 ACRES

BEING a tract of land situated in the COLLIN COUNTY SCHOOL LAND #12 SURVEY, ABSTRACT NO. 147, Collin County, Texas and being part of that tract of land described as Tract 174, Block 3 in Deed to Blue Star Allen Land, LP., as recorded in Document No. 20111230001411880, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a point for the northwest corner of said Tract 174;

THENCE North 89 degrees 27 minutes 16 seconds East, a distance of 1,454.92 feet to a point for corner;

THENCE South 89 degrees 59 minutes 01 seconds East, a distance of 1,978.89 feet to a point for corner;

THENCE South, a distance of 935.21 feet to a point for corner at the beginning of a curve to the left having a central angle of 34 degrees 31 minutes 09 seconds, a radius of 1,000.00 feet and a chord bearing and distance of South 17 degrees 15 minutes 34 seconds East, 593.40 feet;

THENCE Southeasterly, with said curve to the left, an arc distance of 602.47 feet to a point for corner;

THENCE South 34 degrees 31 minutes 09 seconds East, a distance of 170.00 feet to a point for corner at the beginning of a curve to the right having a central angle of 33 degrees 31 minutes 54 seconds, a radius of 1,000.00 feet and a chord bearing and distance of South 17 degrees 45 minutes 11 seconds, 576.92 feet;

THENCE Southerly, with said curve to the right, an arc distance of 585.24 feet to a point for corner;

THENCE South 00 degrees 59 minutes 14 seconds East, a distance of 415.22 feet to a point for corner at the beginning of a curve tot the right having a central angle of 16 degrees 40 minutes 40 seconds, a radius of 2,000.00 feet and a chord bearing and distance of South 07 degrees 21 minutes 06 seconds West, 580.11;

THENCE Southwesterly, with said curve to the right, an arc distance of 582.16 feet to a point for corner;

THENCE South 15 degrees 41 minutes 26 seconds West, a distance of 511.29 feet to a point for corner at the beginning of a curve to the left having a central angle of 15 degrees 37 minutes 47 seconds, a radius of 1,746.29 feet and a chord bearing and distance of South 07 degrees 53 minutes 32 seconds West, 474.89 feet;

THENCE Southerly, with said curve to the left, an arc distance of 476.37 feet to a point for corner;

THENCE South 00 degrees 04 minutes 39 seconds West, a distance of 1,084.19 feet to a point for corner;

THENCE South 89 degrees 39 minutes 51 seconds West, a distance of 1,330.71 feet to a point for corner;

THENCE South 89 degrees 26 minutes 12 seconds West, a distance of 1,285.03 feet to a point for corner;

THENCE North 00 degrees 14 minutes 25 seconds West, a distance of 933.72 feet to a point for corner;

THENCE South 89 degrees 39 minutes 18 seconds West, a distance of 497.95 feet to a point for corner;

THENCE South 00 degrees 20 minutes 21 seconds East, a distance of 938.33 feet to a point for corner;

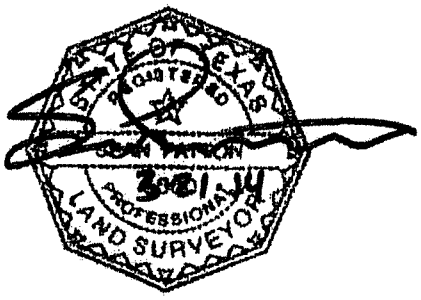
THENCE North 89 degrees 12 minutes 05 seconds West, a distance of 1,393.41 feet to a point for corner;

THENCE North 00 degrees 12 minutes 39 seconds East, a distance of 2,634.70 feet to a point for corner;

THENCE North 00 degrees 34 minutes 12 seconds East, a distance of 1,582.81 feet to a point for corner;

THENCE North 89 degrees 51 minutes 58 seconds East, a distance of 872.65 feet to a point for corner;

THENCE North 00 degrees 09 minutes 53 seconds West, a distance of 1,004.62 feet to the **POINT OF BEGINNING** and containing 514.72 acres of land, more or less.



SAVE AND EXCEPT the property initially subject to the Declaration as described on Exhibit "A" to the Declaration.

20170725000979320 07/25/2017 03:13:11 PM AM 1/2

FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VILLAGES OF STAR TRAIL

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

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VILLAGES OF STAR TRAILS (this "First Amendment") is made this 3rd day of March, 2017, by **BLUE STAR ALLEN LAND, L.P.**, a Texas limited partnership (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant recorded that certain Declaration of Covenants, Conditions and Restrictions for Villages of Star Trails on December 7, 2016, as Instrument No. 20161207001660140 of the Real Property Records of Collin County, Texas (the "Declaration"); and

WHEREAS, Article XVII, Section 17.2(a) of the Declaration provides that the Declarant may unilaterally amend the Declaration for any purpose until termination of the Development Period; and

WHEREAS, the Development Period has not yet terminated.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. Article IX, Section 9.2(b) of the Declaration is hereby amended by deleting the third sentence therein and replacing it with the following sentence:

> **Notwithstanding the foregoing, the Declarant shall be exempt from the payment of the Base Assessment on its unsold Lots and the rate of the Base Assessment for any Lot owned by a Builder which has not been issued Certificate of Occupancy shall be fixed at one-half (1/2) of the Base Assessment rate for that Lot.**

2. Except as modified by this First Amendment, the Declaration shall remain in full force and effect.

UNOFFICIAL

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed by its duly authorized agent as of the date first written above.

DECLARANT: **BLUE STAR ALLEN LAND, L.P..**, a Texas limited partnership

By: **BLUE STAR INVESTMENTS, INC.,** a Texas corporation, its General Partner

By: _____
Joe Hickman, Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, personally appeared Joe Hickman, Vice President of Blue Star Investments, Inc., a Texas corporation, General Partner of Blue Star Allen Land, L.P., a Texas limited partnership, and acknowledged that he executed the foregoing document on behalf of said partnership.

SUBSCRIBED AND SWORN TO BEFORE ME on this 30th day of June, 2017.

_____
Notary Public in and for
the State of Texas

My Commission Expires: 2-10-18

Kerry Harrington
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires
2-10-2018

AFTER RECORDING RETURN TO:
Riddle & Williams, P.C.
3710 Rawlins St., Suite 1400
Dallas, Texas 75219

RWBWP/G/PUD.AMD/FIRST.VillagesofStarCreek

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
07/25/2017 03:13:11 PM
$30.00 SCAPELA
20170725000979320

UNOFFICIAL

SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VILLAGES OF STAR TRAIL
(PHASE 5)

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

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VILLAGES OF STAR TRAIL (this "**Supplemental Declaration**") is made on the date hereinafter set forth by **BLUE STAR ALLEN LAND, L.P.**, a Texas limited partnership (hereinafter referred to as the "**Declarant**").

W I T N E S S E T H:

WHEREAS, Declarant prepared and filed an instrument entitled "Declaration of Covenants, Restrictions and Easements for Villages of Star Trail" on or about December 7, 2016, as Instrument No. 20161207001660140 of the Real Property Records of Collin County, Texas, as amended and supplemented (the "**Declaration**"); and

WHEREAS, Article XIV, Section 14.1 of the Declaration authorizes the Declarant to annex additional property described on **Exhibit "B"** to the Declaration to the terms, covenants, conditions, easements and restrictions of the Declaration; and

WHEREAS, the Declarant desires to annex into the Association the property described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Annexed Property**") such Annexed Property being a part of the property described on **Exhibit "B"** to the Declaration; and

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, the Declarant hereby subjects the property described in **Exhibit "A"** hereof to the provisions of the Declaration. The Annexed Property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, which shall run with the title to such Annexed Property and shall be binding upon all persons having any right, title or any interest in the Annexed Property, their respective heirs, legal representatives, successors, successors-in-title and assigns.

IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration on the 20th day of May, 2020.

DECLARANT: **BLUE STAR ALLEN LAND, L.P.**, a Texas limited partnership

By: **BLUE STAR INVESTMENTS, INC.**, a Texas corporation, its General Partner

By: Joe Hickman

Printed Name: Joe Hickman

Its: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, personally appeared Joe Hickman, Vice President of Blue Star Investments, Inc., a Texas corporation, General Partner of **BLUE STAR ALLEN LAND, L.P.**, a Texas limited partnership, and acknowledged that he executed the foregoing document on behalf of said company.

SUBSCRIBED AND SWORN TO BEFORE ME on this 20th day of May, 2020.

Kerry Harrington
NOTARY PUBLIC, STATE OF TEXAS
My Comm. Exp. 02-10-2022
Notary ID# 1101256-6

Notary Public in and for
the State of Texas
My Commission Expires: 2-10-22

AFTER RECORDING RETURN TO:
Riddle & Williams, P.C.
3811 Turtle Creek Blvd., Suite 500
Dallas, Texas 75219

EXHIBIT "A"

ANNEXED PROPERTY (Phase 5)

LEGAL DESCRIPTION
PHASE FIVE
60.962 ACRES

BEING a tract of land situated in the COLLIN COUNTY SCHOOL LAND #12 SURVEY, ABSTRACT NO. 147, Collin County, Texas, and being part of that tract of land described as Parcel III as conveyed in Deed to Blue Star Allen Land, L.P., according to the document filed of record in Document Number 20110630000676920, Official Public Records, Collin County, Texas, and being part of that tract of land conveyed in Deed to Blue Star Allen Land, L.P., according to the document filed of record in Document Number 20111230001411880, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for the southeast corner of Lot 11, Block R, STAR TRAIL, PHASE ONE B, an Addition to the City of Celina, Collin County, Texas, according to the Plat filed of record in Document No. 20171003010004680, Official Public Records, Collin County, Texas, and being in the west line of Centenary Drive, a 60 foot right-of- way;

THENCE with the west line of said Centenary Drive, the following course and distances:

S 29° 44' 48" E, a distance of 98.35 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner at the beginning of a curve to the right, having a central angle of 02° 03' 40", a radius of 720.00 feet and a chord bearing and distance of S 28° 42' 58" E, 25.90 feet;

With said curve to the right, an arc distance of 25.90 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

S 28° 54' 29" E, a distance of 71.02 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner at the beginning of a curve to the right, having a central angle of 09° 10' 50", a radius of 725.00 feet and a chord bearing and distance of S 17° 28' 31" E, 116.04 feet;

With said curve to the right, an arc distance of 116.17 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

THENCE departing the west line of said Centenary Drive, over and across said Blue Star Allen Land, L.P. tracts, the following course and distances:

S 77° 06' 54" W, a distance of 135.01 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

S 09° 34' 22" E, a distance of 343.51 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

N 80° 25' 38" E, a distance of 136.25 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the left, having a central angle of 19° 34' 01", a radius of 575.00 feet and a chord bearing and distance of S 21° 02' 17" E, 195.41 feet;

With said curve to the left, an arc distance of 196.37 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

S 30° 49' 18" E, a distance of 72.79 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the right, having a central angle of 19° 19' 05", a radius of 275.00 feet and a chord bearing and distance of S 21° 09' 45" E, 92.28 feet;

With curve to the right, an arc distance of 92.72 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

S 11° 30' 13" E, a distance of 14.04 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

S 34° 43' 27" W, a distance of 13.84 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the right, having a central angle of 01° 38' 13", a radius of 700.00 feet and a chord bearing and distance of S 82° 10' 48" W, 20.00 feet;

With said curve to the right, an arc distance of 20.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

S 07° 00' 05" E, a distance of 50.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a non-tangent curve to the right, having a central angle of 00° 13' 41", a radius of 750.00 feet and a chord bearing and distance of S 83° 06' 45" W, 2.98 feet;

With said curve to the right, an arc distance of 2.98 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for the beginning of a curve to the left having a central angle of 10° 13' 44", a radius of 160.50 feet, and a chord bearing and distance of S 78° 06' 44" W, 28.62 feet;

With said curve to the left, an arc distance of 28.65 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for the beginning of a curve to the right having a central angle of 25° 01' 47", a radius of 209.50 feet, and a chord bearing and distance of S 85° 30' 46" W, 90.79 feet;

With said curve to the right, an arc distance of 91.52 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for the beginning of a curve to the left having a central angle of 12° 33' 24", a radius of 290.50 feet, and a chord bearing and distance of N 88° 15' 02" W, 63.54 feet;
With said curve to the left, an arc distance of 63.66 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for the beginning of a curve to the left having a central angle of 11° 36' 28", a radius of 1,025.00 feet, and a chord bearing and distance of S 79° 40' 02" W, 207.30 feet;

With said curve to the left, an arc distance of 207.66 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

S 73° 51' 47" W, a distance of 267.93 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the right, having a central angle of 32° 45' 07", a radius of 1,825.00 feet and a chord bearing and distance of N 89° 45' 39" W, 1,029.08 feet;

With said curve to the right, an arc distance of 1,043.22 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a compound curve to the right, having a central angle of 03° 54' 22", a radius of 825.00 feet, and a chord bearing and distance of N 71° 25' 54" W, 56.23 feet;

With said curve to the right, an arc distance of 56.24 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left, having a central angle of 17° 55' 42", a radius of 160.50 feet, and a chord bearing and distance of N 78° 26' 34" W, 50.02 feet;

With said curve to the left, an arc distance of 50.22 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the right, having a central angle of 50° 32' 22", a radius of 134.50 feet, and a chord bearing and distance of N 62° 08' 14" W, 114.83 feet;

With said curve to the right, an arc distance of 118.64 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left, having a central angle of 17° 55' 42", a radius of 160.50 feet, and a chord bearing and distance of N 45° 49' 54" W, 50.02 feet;

With said curve to the left, an arc distance of 50.22 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the right, having a central angle of 54° 22' 11", a radius of 825.00 feet, and a chord bearing and distance of N 27° 36' 39" W, 753.82 feet;

With said curve to the right, an arc distance of 782.87 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

N 00° 25' 34" W, a distance of 215.61 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the left, having a central angle of 07° 23' 01", a radius of 291.00 feet and a chord bearing and distance of N 04° 07' 04" W, 37.47 feet;

With said curve to the left, an arc distance of 37.50 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a reverse curve to the right, having a central angle of 07° 23' 01", a radius of 312.00 feet, and a chord bearing and distance of N 04° 07' 04" W, 40.18 feet;

With said curve to the right, an arc distance of 40.21 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

N 00° 25' 34" W, a distance of 413.43 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the right, having a central angle of 17° 51' 27", a radius of 770.00 feet and a chord bearing and distance of N 08° 30' 09" E, 239.02 feet;

With said curve to the right, an arc distance of 239.99 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for the southwest corner of the right-of-way dedication for Star Trail Parkway, a variable width right-of-way, according to said STAR TRAIL, PHASE ONE B addition;

THENCE with said STAR TRAIL, PHASE ONE B addition, the following course and distances:

S 72° 34' 07" E, a distance of 80.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

N 89° 34' 26" E, a distance of 493.95 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

N 68° 04' 31" E, a distance of 99.90 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

N 59° 03' 38" E, a distance of 107.82 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner in the west line of Hallmark Court, a 50 foot right-of-way, and being the beginning of a non-tangent curve to the left, having a central angle of 15° 01' 23", a radius of 1,241.00 feet and a chord bearing and distance of S 39° 03' 09" E, 324.46 feet;

With said curve to the left and the west line of said Hallmark Court, an arc distance of 325.39 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner at the beginning of a reverse curve to the right, having a central angle of 34° 52' 19", a radius of 325.00 feet and a chord bearing and distance of S 29° 07' 41" E, 194.77 feet;

With said curve to the right and the west line of said Hallmark Court, an arc distance of 197.80 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

S 35° 49' 19" W, with the west line of said Hallmark Court, a distance of 13.73 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner in the north line of Vanderbilt Drive, a 50 foot right-of-way, and being the beginning of a non-tangent curve to the right, having a central angle of 05° 50' 35", a radius of 1,500.00 feet and a chord bearing and distance of S 85° 33' 53" W, 152.90 feet;

With said curve to the right and the north line of said Vanderbilt Drive, an arc distance of 152.97 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner in the west line of Marquette Lane, a 50 foot right-of-way;

S 03° 25' 26" E, with the west line of said Marquette Lane, a distance of 372.17 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for the northwest corner of Lot 1, Block R, STAR TRAIL, PHASE ONE B addition;

S 01° 48' 33" W, a distance of 137.69 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

N 86° 08' 58" E, a distance of 94.65 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

N 84° 12' 08" E, a distance of 102.20 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

N 81° 17' 09" E, a distance of 102.20 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

N 78° 36' 57" E, a distance of 84.94 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

N 76° 11' 32" E, a distance of 84.94 fee to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

N 73° 46' 06" E, a distance of 84.94 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

N 71° 20' 41" E, a distance of 84.94 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

N 68° 55' 15" E, a distance of 84.94 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

N 66° 29' 50" E, a distance of 84.94 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

N 64° 04' 24" E, a distance of 84.94 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

N 61° 38' 59" E, a distance of 84.94 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" found for corner;

THENCE N 60° 15' 35" E, a distance of 94.34 feet to the **POINT OF BEGINNING**, and containing 60.962 acres of land, more or less.

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
05/20/2020 03:41:14 PM
$54.00 DKITZMILLER
20200520000741080

Denton County
Juli Luke
County Clerk

Instrument Number: 50383

ERecordings-RP

DECLARATION

Recorded On: May 17, 2023 09:19 AM

Number of Pages: 5

" Examined and Charged as Follows: "

Total Recording: $42.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	50383
Receipt Number:	20230517000107
Recorded Date/Time:	May 17, 2023 09:19 AM
User:	Lisa T
Station:	Station 1

Record and Return To:

Simplifile

STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VILLAGES OF STAR TRAIL
(PHASE 10)

STATE OF TEXAS	§	
	§	**KNOW ALL MEN BY THESE PRESENTS:**
COUNTIES OF COLLIN	§	
AND DENTON	§	

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VILLAGES OF STAR TRAIL (this "**Supplemental Declaration**") is made on the date hereinafter set forth by **BLUE STAR ALLEN LAND, L.P.**, a Texas limited partnership (hereinafter referred to as the "**Declarant**").

W I T N E S S E T H:

WHEREAS, Declarant prepared and filed an instrument entitled "Declaration of Covenants, Restrictions and Easements for Villages of Star Trail" on or about December 7, 2016, as Instrument No. 20161207001660140 of the Real Property Records of Collin County, Texas, as amended and supplemented (the "**Declaration**"); and

WHEREAS, Article XIV, Section 14.1 of the Declaration authorizes the Declarant to annex additional property described on Exhibit "B" to the Declaration to the terms, covenants, conditions, easements and restrictions of the Declaration; and

WHEREAS, the Declarant desires to annex into the Association the property described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Annexed Property**") such Annexed Property being a part of the property described on Exhibit "B" to the Declaration; and

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, the Declarant hereby subjects the property described in **Exhibit "A"** hereof to the provisions of the Declaration. The Annexed Property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, which shall run with the title to such Annexed Property and shall be binding upon all persons having any right, title or any interest in the Annexed Property, their respective heirs, legal representatives, successors, successors-in-title and assigns.

IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration on the 5th day of May 5, 2023.

DECLARANT: **BLUE STAR ALLEN LAND, L.P.,** a Texas limited partnership

By: **BLUE STAR INVESTMENTS, INC.,** a Texas corporation, its General Partner

By: Joe Hickman

Printed Name: Joe Hickman

Its: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, personally appeared **Joe Hickman, Vice President of Blue Star Investments, Inc.,** a Texas corporation, General Partner of **BLUE STAR ALLEN LAND, L.P.,** a Texas limited partnership, and acknowledged that he executed the foregoing document on behalf of said company.

SUBSCRIBED AND SWORN TO BEFORE ME on this 5th day of May, 2023.

KERRY HARRINGTON
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 02/10/26
NOTARY ID 1101256-6

Notary Public in and for
The State of Texas
My Commission Expires: 2-10-26

AFTER RECORDING RETURN TO:
Riddle & Williams, P.C.
3811 Turtle Creek Blvd., Suite 500
Dallas, Texas 75219

STAR TRAIL PHASE 10
LEGAL DESCRIPTION
41.452 ACRES

BEING a tract of land in the J.M. DURRETT SURVEY, ABSTRACT NO. 350 and the LOUISA NEATHERLY SURVEY, ABSTRACT NO. 962, Denton County, Texas, and being part of that tract of land described as Parcel IV as conveyed in Deed to Blue Star Allen Land, L.P., according to the document of record filed in Document Number 2011-60030, Official Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for a common interior ell corner of said Parcel IV and the southwest corner of that tract of land conveyed in Deed to Prosper Legacy 26, LLC, according to the document of record filed in Document Number 2020-100742, Official Records, Denton County, Texas;

THENCE S 89° 16' 19" E, with the south line of said Prosper Legacy 26, LLC tract, a distance of 806.37 feet to a 1/2" iron rod with a red plastic cap found in the west line of that tract of land described as Parcel II as conveyed in Deed to Blue Star Allen Land, L.P., according to the document of record filed in Document Number 20110630000676920, Official Public Records, Collin County, Texas, for the common most easterly northeast corner of said Parcel IV and the southeast corner of said Prosper Legacy 26, LLC tract;

THENCE S 00° 15' 59" W, with the common line of said Parcel IV and said Parcel II, a distance of 538.58 feet to a 1/2" iron rod set at the beginning of a curve to the right having a central angle of 05° 33' 39", a radius of 1,400.00 feet and a chord bearing and distance of S 03° 01' 20" W, 135.83 feet;

THENCE Leaving said common line, over and across said Parcel IV, the following courses and distances:

With said curve to the right, an arc distance of 135.88 feet to a 1/2" iron rod set;

S 05° 48' 10" W, a distance of 136.00 feet to a 1/2" iron rod set at the beginning of a curve to the left having a central angle of 05° 52' 24", a radius of 1,400.00 feet and a chord bearing and distance of S 02° 51' 58" W, 143.45 feet;

With said curve to the left, an arc distance of 143.51 feet to a 1/2" iron rod set;

S 00° 04' 14" E, a distance of 418.50 feet to a 1/2" iron rod set;

S 89° 55' 46" W, a distance of 95.00 feet to a 1/2" iron rod set at the beginning of a non-tangent curve to the left having a central angle of 136° 53' 15", a radius of 50.00 feet and a chord bearing and distance of N 67° 11' 59" W, 93.01 feet;

With said curve to the left, an arc distance of 119.46 feet to a 1/2" iron rod set;

S 89° 55' 46" W, a distance of 96.52 feet to a 1/2" iron rod set at the beginning of a curve to the left having a central angle of 85° 33' 34", a radius of 275.00 feet and a chord bearing and distance of S 47° 08' 59" W, 373.55 feet;

With said curve to the left, an arc distance of 410.66 feet to a 1/2" iron rod set;

S 04° 22' 12" W, a distance of 32.30 feet to a 1/2" iron rod set;

EXHIBIT
tabbies
A

S 46° 43' 24" W, a distance of 14.78 feet to a 1/2" iron rod set at the beginning of a non-tangent curve to the left having a central angle of 05° 36' 10", a radius of 325.00 feet and a chord bearing and distance of S 85° 23' 38" W, 31.77 feet;

With said curve to the left, an arc distance of 31.78 feet to a 1/2" iron rod set;

S 82° 35' 33" W, a distance of 96.38 feet to a 1/2" iron rod set;

N 55° 00' 18" W, a distance of 14.77 feet to a 1/2" iron rod set;

N 12° 36' 10" W, a distance of 70.73 feet to a 1/2" iron rod set;

S 77° 17' 32" W, a distance of 50.00 feet to a 1/2" iron rod set;

N 12° 45' 20" W, a distance of 70.10 feet to a 1/2" iron rod set at the beginning of a curve to the left having a central angle of 48° 13' 06", a radius of 325.00 feet and a chord bearing and distance of N 38° 39' 20" W, 265.51 feet;

With said curve to the left, an arc distance of 273.51 feet to a 1/2" iron rod set at the beginning of a curve to the right having a central angle of 16° 20' 02", a radius of 400.00 feet and a chord bearing and distance of N 54° 35' 52" W, 113.65 feet;

With said curve to the right, an arc distance of 114.03 feet to a 1/2" iron rod set;

N 46° 25' 51" W, a distance of 241.72 feet to a 1/2" iron rod set at the beginning of a curve to the right having a central angle of 48° 09' 49", a radius of 425.00 feet and a chord bearing and distance of N 22° 20' 56" W, 346.84 feet;

With said curve to the right, an arc distance of 357.26 feet to a 1/2" iron rod set;

N 01° 43' 59" E, a distance of 477.26 feet to a 1/2" iron rod set at the beginning of a curve to the right having a central angle of 11° 18' 08", a radius of 625.00 feet and a chord bearing and distance of N 07° 23' 03" E, 123.09 feet;

With said curve to the right, an arc distance of 123.29 feet to a 1/2" iron rod set;

N 13° 02' 07" E, a distance of 131.10 feet to a 1/2" iron rod set;

S 76° 57' 53" E, a distance of 60.00 feet to a 1/2" iron rod set;

S 87° 40' 48" E, a distance of 180.08 feet to a 1/2" iron rod set;

N 78° 55' 06" E, a distance of 112.32 feet to a 1/2" iron rod set;

N 78° 16' 59" E, a distance of 167.69 feet to the **POINT OF BEGINNING**, and containing 41.452 acres of land, more or less.

Denton County
Juli Luke
County Clerk

Instrument Number: 100646

ERecordings-RP

DECLARATION

Recorded On: September 19, 2023 08:15 AM

Number of Pages: 6

" Examined and Charged as Follows: "

Total Recording: $46.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	100646
Receipt Number:	20230919000003
Recorded Date/Time:	September 19, 2023 08:15 AM
User:	Jennifer K
Station:	Station 38

Record and Return To:

Simplifile

STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VILLAGES OF STAR TRAIL
(PHASE 11)

STATE OF TEXAS	§	
	§	**KNOW ALL MEN BY THESE PRESENTS:**
COUNTIES OF COLLIN	§	
AND DENTON	§	

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VILLAGES OF STAR TRAIL (this "**Supplemental Declaration**") is made on the date hereinafter set forth by **BLUE STAR ALLEN LAND, L.P.**, a Texas limited partnership (hereinafter referred to as the "**Declarant**").

W I T N E S S E T H:

WHEREAS, Declarant prepared and filed an instrument entitled "Declaration of Covenants, Restrictions and Easements for Villages of Star Trail" on or about December 7, 2016, as Instrument No. 20161207001660140 of the Real Property Records of Collin County, Texas, as amended and supplemented (the "**Declaration**"); and

WHEREAS, Article XIV, Section 14.1 of the Declaration authorizes the Declarant to annex additional property described on Exhibit "B" to the Declaration to the terms, covenants, conditions, easements and restrictions of the Declaration; and

WHEREAS, the Declarant desires to annex into the Association the property described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Annexed Property**") such Annexed Property being a part of the property described on Exhibit "B" to the Declaration; and

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, the Declarant hereby subjects the property described in **Exhibit "A"** hereof to the provisions of the Declaration. The Annexed Property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, which shall run with the title to such Annexed Property and shall be binding upon all persons having any right, title or any interest in the Annexed Property, their respective heirs, legal representatives, successors, successors-in-title and assigns.

IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration on the 28th day of August 28, 2023.

DECLARANT: **BLUE STAR ALLEN LAND, L.P.,** a Texas limited partnership

By: **BLUE STAR INVESTMENTS, INC.,** a Texas corporation, its General Partner

By: _____

Printed Name: Joe Hickman

Its: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, personally appeared **Joe Hickman, Vice President of Blue Star Investments, Inc.,** a Texas corporation, General Partner of **BLUE STAR ALLEN LAND, L.P.,** a Texas limited partnership, and acknowledged that he executed the foregoing document on behalf of said company.

SUBSCRIBED AND SWORN TO BEFORE ME on this 28th day of August, 2023.

_____
Notary Public in and for
The State of Texas
My Commission Expires: 2-10-26

KERRY HARRINGTON
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 02/10/26
NOTARY ID 1101256-6

AFTER RECORDING RETURN TO:
Riddle & Williams, P.C.
3811 Turtle Creek Blvd., Suite 500
Dallas, Texas 75219

LEGAL DESCRIPTION
36.215 ACRES

BEING a tract of land in the LOUISA NEATHERLY SURVEY, ABSTRACT NO. 962, Denton County, Texas, and being part of that tract of land described as Parcel IV as conveyed in Deed to Blue Star Allen Land, L.P., according to the document of record filed in Document Number 2011-60030, Official Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2" iron rod with a yellow cap stamped "ARTHUR SURVEYING" found in the east line of Block A, Lot 2, PROSPER SCHOOL CHURCH ADDITION BLOCK A, LOTS 1, 2 & 3, an Addition to the Town of Prosper, Denton County, Texas, according to the Plat of record filed in Document Number 2019-336, Official Records, Denton County, Texas, for the common most westerly southwest corner of said Parcel IV and the northwest corner of that tract of land conveyed in Deed to Prosper Professional Center, LLC., according to the document of record filed in Document Number 2019-83405, Official Records, Denton County, Texas;
THENCE N 00° 02' 31" W, with the west line of said Parcel IV, a distance of 423.26 feet to a 1/2" iron rod found;
THENCE N 00° 12' 44" E, continuing with said west line, a distance of 829.97 feet to a 1/2" iron rod set in the common west line of said Parcel IV and the east line of that tract of land conveyed in Deed to Denton County Fresh Water Supply District NO. 10, according to the document of record filed in Document Number 201400007938, Official Records, Denton County, Texas, for the **POINT OF BEGINNING** of the tract of land described herein;

THENCE N 00° 12' 44" E, with said common line, a distance of 202.24 feet to a 1/2" iron rod set;

THENCE N 00° 12' 44" E, continuing with the west line of said Parcel IV, passing at a distance of 206.13 feet, a 5/8" iron rod with a yellow cap stamped "PETITT 4087" found for the common corner of Lot 38X, Block 37 and Lot 39, Block 37, ARTESIA PHASE 4C, an Addition to the Town of Prosper, Denton County, Texas, according to the Plat of record filed in Volume 2013, Page 315, Official Records, Denton County, Texas, and passing at a distance of 345.00 feet, a 5/8" iron rod with a yellow cap stamped "PETITT 4087" found for the common corner of Lot 45, Block 37 of said ARTESIA PHASE 4C Addition and Lot 46, Block 37, ARTESIA PHASE 2A, an Addition to the Town of Prosper, Denton County, Texas, according to the Plat of record filed in Document Number 2015-42, Official Records, Denton County, Texas, and continuing in all for a total distance of 1,693.77 feet to a 1/2" iron rod set in the common west line of said Parcel IV and the east line of Lot 23, Block G, ARTESIA NORTH PHASE 4, an Addition to the Town of Prosper, Denton County, Texas, according to the Plat of record filed in Document Number 2016-76, Official Records, Denton County, Texas;

THENCE Leaving the west line of said Parcel IV, over and across said Parcel IV, the following courses and distances:

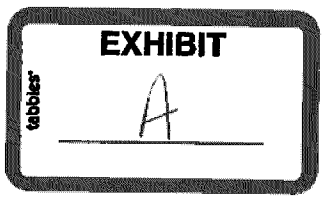
N 88° 53' 37" E, a distance of 180.09 feet to a 1/2" iron rod set;

S 83° 19' 16" E, a distance of 184.71 feet to a 1/2" iron rod set;

S 82° 13' 41" E, a distance of 54.26 feet to a 1/2" iron rod set;

S 87° 11' 42" E, a distance of 107.78 feet to a 1/2" iron rod set;

N 83° 55' 01" E, a distance of 72.84 feet to a 1/2" iron rod set;



N 83° 36' 20" E, a distance of 130.01 feet to a 1/2" iron rod set;

N 81° 14' 23" E, a distance of 66.51 feet to a 1/2" iron rod set;

N 77° 45' 18" E, a distance of 55.01 feet to a 1/2" iron rod set;

N 66° 01' 04" E, a distance of 43.80 feet to a 1/2" iron rod set;

N 55° 35' 22" E, a distance of 103.59 feet to a 1/2" iron rod set;

N 43° 34' 09" E, a distance of 10.00 feet to a 1/2" iron rod set;

S 46° 25' 51" E, a distance of 85.63 feet to a 1/2" iron rod set at the beginning of a curve to the left having a central angle of 16° 20' 02", a radius of 400.00 feet and a chord bearing and distance of S 54° 35' 52" E, 113.65 feet;

With said curve to the left, an arc distance of 114.03 feet to a 1/2" iron rod set at the beginning of a reverse curve to the right having a central angle of 48° 13' 06", a radius of 325.00 feet and a chord bearing and distance of S 38° 39' 20" E, 265.51 feet;

With said reverse curve to the right, an arc distance of 273.51 feet to a 1/2" iron rod set;

S 12° 45' 20" E, a distance of 70.10 feet to a 1/2" iron rod set;

N 77° 17' 32" E, a distance of 50.00 feet to a 1/2" iron rod set;

S 12° 36' 10" E, a distance of 70.73 feet to a 1/2" iron rod set;

S 77° 17' 32" W, a distance of 50.00 feet to a 1/2" iron rod set;

S 12° 36' 10" E, a distance of 257.51 feet to a 1/2" iron rod set;

S 30° 11' 48" W, a distance of 14.67 feet to a 1/2" iron rod set at the beginning of a curve to the left having a central angle of 40° 51' 16", a radius of 275.00 feet and a chord bearing and distance of S 51° 31' 38" W, 191.96 feet;

With said curve to the left, an arc distance of 196.09 feet to a 1/2" iron rod set;

S 31° 06' 00" W, a distance of 83.61 feet to a 1/2" iron rod set at the beginning of a curve to the right having a central angle of 05° 47' 01", a radius of 225.00 feet and a chord bearing and distance of S 33° 59' 30" W, 22.70 feet;

With said curve to the right, an arc distance of 22.71 feet to a 1/2" iron rod set;

S 36° 53' 01" W, a distance of 17.18 feet to a 1/2" iron rod set;

N 53° 06' 59" W, a distance of 135.00 feet to a 1/2" iron rod set;

S 41° 41' 26" W, a distance of 173.09 feet to a 1/2" iron rod set;

S 48° 10' 59" W, a distance of 174.89 feet to a 1/2" iron rod set;

S 40° 06' 38" W, a distance of 107.61 feet to a 1/2" iron rod set;

S 32° 36' 48" W, a distance of 107.47 feet to a 1/2" iron rod set;

S 17° 27' 22" W, a distance of 184.85 feet to a 1/2" iron rod set;

S 41° 52' 55" W, a distance of 82.27 feet to a 1/2" iron rod set;

S 41° 52' 55" W, a distance of 260.37 feet to a 1/2" iron rod set;

S 55° 47' 34" W, a distance of 271.23 feet to a 1/2" iron rod set;

S 41° 55' 31" W, a distance of 246.29 feet to the **POINT OF BEGINNING**, and containing 36.215 acres of land, more or less.

Denton County
Juli Luke
County Clerk

Instrument Number: 132001

ERecordings-RP

DECLARATION

Recorded On: December 14, 2023 02:17 PM

Number of Pages: 8

" Examined and Charged as Follows: "

Total Recording: $54.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	132001
Receipt Number:	20231214000359
Recorded Date/Time:	December 14, 2023 02:17 PM
User:	Jennifer K
Station:	Station 38

Record and Return To:

Simplifile

STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VILLAGES OF STAR TRAIL
(PHASE 12 & 13)

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

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VILLAGES OF STAR TRAIL (this **"Supplemental Declaration"**) is made on the date hereinafter set forth by **BLUE STAR ALLEN LAND, L.P.**, a Texas limited partnership (hereinafter referred to as the **"Declarant"**).

W I T N E S S E T H:

WHEREAS, Declarant prepared and filed an instrument entitled "Declaration of Covenants, Restrictions and Easements for Villages of Star Trail" on or about December 7, 2016, as Instrument No. 20161207001660140 of the Real Property Records of Collin County, Texas, and on or about May 25, 2023, as Instrument No. 53900 of the Real Property Records of Denton County, Texas, as amended and supplemented (the **"Declaration"**); and

WHEREAS, Article XIV, Section 14.1 of the Declaration authorizes the Declarant to annex additional property described on **Exhibit "B"** to the Declaration to the terms, covenants, conditions, easements and restrictions of the Declaration; and

WHEREAS, the Declarant desires to annex into the Association the property described on **Exhibit "A"** attached hereto and incorporated herein by reference (the **"Annexed Property"**) such Annexed Property being a part of the property described on **Exhibit "B"** to the Declaration; and

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, the Declarant hereby subjects the property described in **Exhibit "A"** hereof to the provisions of the Declaration. The Annexed Property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, which shall run with the title to such Annexed Property and shall be binding upon all persons having any right, title or any interest in the Annexed Property, their respective heirs, legal representatives, successors, successors-in-title and assigns.

IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration on the 10th day of December, 2023.

DECLARANT: **BLUE STAR ALLEN LAND, L.P.,** a Texas limited partnership

By: **BLUE STAR INVESTMENTS, INC.,** a Texas corporation, its General Partner

By: Joe Hickman

Printed Name: Joe Hickman

Its: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, personally appeared **Joe Hickman, Vice President of Blue Star Investments, Inc.**, a Texas corporation, General Partner of **BLUE STAR ALLEN LAND, L.P.,** a Texas limited partnership, and acknowledged that he executed the foregoing document on behalf of said company.

SUBSCRIBED AND SWORN TO BEFORE ME on this 10th day of December, 2023.

Notary Public in and for
The State of Texas
My Commission Expires: 2-10-26

KERRY HARRINGTON
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 02/10/26
NOTARY ID 1101256-6

LEGAL DESCRIPTION
Phase 12
29.098 ACRES

BEING a tract of land in the LOUISA NEATHERLY SURVEY, ABSTRACT NO. 962, Denton County, Texas, and being part of that tract of land described as Parcel IV as conveyed in Deed to Blue Star Allen Land, L.P., according to the document of record filed in Document Number 2011-60030, Official Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found in the west line of that tract of land conveyed in Deed to Blue Star Allen Land, L.P., according to the document of record filed in Document Number 20111230001411880, Official Public Records, Collin County, Texas, for the common most easterly southeast corner of said Parcel IV and the northeast corner of that tract of land conveyed in Deed to Prosper-Legacy-Fishtrap, LP, according to the document of record filed in Document Number 2020-208905, Official Records, Denton County, Texas;

THENCE N 89° 52' 20" W, with the north line of said Prosper-Legacy-Fishtrap, LP tract, a distance of 12.75 feet to a 1/2" iron rod set for the **POINT OF BEGINNING** of the tract of land described herein;

THENCE N 89° 52' 20" W, continuing with the north line of said Prosper-Legacy-Fishtrap, LP tract, a distance of 354.80 feet to a 1/2" iron rod with a red cap found for a common interior ell corner of said Parcel IV and the most northerly northwest corner of said Prosper-Legacy-Fishtrap, LP tract;

THENCE Over and across said Parcel IV, the following courses and distances:

N 11° 54' 29" E, a distance of 27.57 feet to a 1/2" iron rod set;

N 66° 38' 30" W, a distance of 247.64 feet to a 1/2" iron rod set;

N 79° 41' 04" W, a distance of 76.86 feet to a 1/2" iron rod set;

N 70° 15' 22" W, a distance of 98.60 feet to a 1/2" iron rod set;

N 63° 28' 31" W, a distance of 105.92 feet to a 1/2" iron rod set;

N 47° 45' 25" W, a distance of 65.00 feet to a 1/2" iron rod set;

N 42° 14' 35" E, a distance of 59.35 feet to a 1/2" iron rod set at the beginning of a curve to the left having a central angle of 10° 34' 25", a radius of 575.00 feet and a chord bearing and distance of N 36° 57' 22" E, 105.96 feet;

With said curve to the left, an arc distance of 106.11 feet to a 1/2" iron rod set at the beginning of a compound curve to the left having a central angle of 19° 19' 57", a radius of 1,125.00 feet and a chord bearing and distance of N 22° 00' 11" E, 377.80 feet;

With said curve to the left, an arc distance of 379.59 feet to a 1/2" iron rod set at the beginning of a compound curve to the left having a central angle of 14° 23' 37", a radius of 225.00 feet and a chord bearing and distance of N 05° 08' 25" E, 56.37 feet;
With said curve to the left, an arc distance of 56.52 feet to a 1/2" iron rod set at the beginning of a reverse curve to the right having a central angle of 04° 34' 55", a radius of 1,025.00 feet and a chord bearing and distance of N 00° 14' 04" E, 81.95 feet;

With said curve to the right, an arc distance of 81.97 feet to a 1/2" iron rod set;

N 02° 31' 32" E, a distance of 146.58 feet to a 1/2" iron rod set at the beginning of a curve to the left having a central angle of 15° 07' 42", a radius of 325.00 feet and a chord bearing and distance of N 05° 02' 19" W, 85.56 feet;

With said curve to the left, an arc distance of 85.81 feet to a 1/2" iron rod set;

N 12° 36' 10" W, a distance of 534.17 feet to a 1/2" iron rod set;

N 77° 23' 50" E, a distance of 50.00 feet to a 1/2" iron rod set;

S 55° 00' 18" E, a distance of 14.77 feet to a 1/2" iron rod set;

N 82° 35' 33" E, a distance of 96.38 feet to a 1/2" iron rod set at the beginning of a non-tangent curve to the right having a central angle of 05° 35' 02", a radius of 325.00 feet and a chord bearing and distance of N 85° 23' 04" E, 31.66 feet;

With said curve to the right, an arc distance of 31.67 feet to a 1/2" iron rod set;

N 46° 59' 47" E, a distance of 14.86 feet to a 1/2" iron rod set;

N 04° 22' 12" E, a distance of 32.30 feet to a 1/2" iron rod set at the beginning of a curve to the right having a central angle of 85° 33' 34", a radius of 275.00 feet and a chord bearing and distance of N 47° 08' 59" E, 373.55 feet;

With said curve to the right, an arc distance of 410.66 feet to a 1/2" iron rod set;

N 89° 55' 46" E, a distance of 96.52 feet to a 1/2" iron rod set at the beginning of a non-tangent curve to the right having a central angle of 136° 53' 15", a radius of 50.00 feet and a chord bearing and distance of S 67° 11' 59" E, 93.01 feet;

With said curve to the right, an arc distance of 119.46 feet to a 1/2" iron rod set;

N 89° 55' 46" E, a distance of 95.00 feet to a 1/2" iron rod set;

S 00° 04' 14" E, a distance of 1,911.96 feet to the **POINT OF BEGINNING**, and containing 29.098 acres of land, more or less.

LEGAL DESCRIPTION
Phase 13
18.086 ACRES

BEING a tract of land in the LOUISA NEATHERLY SURVEY, ABSTRACT NO. 962, Denton County, Texas, and being part of that tract of land described as Parcel IV as conveyed in Deed to Blue Star Allen Land, L.P., according to the document of record filed in Document Number 2011-60030, Official Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found in the west line of that tract of land conveyed in Deed to Blue Star Allen Land, L.P., according to the document of record filed in Document Number 20111230001411880, Official Public Records, Collin County, Texas, for the common most easterly southeast corner of said Parcel IV and the northeast corner of that tract of land conveyed in Deed to Prosper-Legacy-Fishtrap, LP, according to the document of record filed in Document Number 2020-208905, Official Records, Denton County, Texas;

THENCE N 89° 52' 20" W, with the north line of said Prosper-Legacy-Fishtrap, LP tract, a distance of 367.55 feet to a 1/2" iron rod with a red cap found for a common interior ell corner of said Parcel IV and the most northerly northwest corner of said Prosper-Legacy-Fishtrap, LP tract;

THENCE Over and across said Parcel IV, the following courses and distances:

N 87° 41' 58" W, a distance of 651.19 feet to a 1/2" iron rod set for the **POINT OF BEGINNING** of the tract of land described herein;

N 59° 04' 15" W, a distance of 65.00 feet to a 1/2" iron rod set;

N 59° 04' 15" W, a distance of 182.41 feet to a 1/2" iron rod set;

N 54° 34' 22" W, a distance of 172.13 feet to a 1/2" iron rod set;

N 46° 56' 11" W, a distance of 200.04 feet to a 1/2" iron rod set;

N 48° 00' 24" W, a distance of 50.00 feet to a 1/2" iron rod set, from which a 5/8" yellow cap stamped "PETITT 4087" found in the west line of said Parcel IV, for the common corner of Lot 38X, Block 37 and Lot 39, Block 37, ARTESIA PHASE 4C, an Addition to the Town of Prosper, Denton County, Texas, according to the Plat of record filed in Volume 2013, Page 315, Official Records, Denton County, Texas, bears N 80° 11' 11" W, 557.05 feet;

N 41° 59' 36" E, a distance of 168.87 feet to a 1/2" iron rod set;

N 48° 00' 24" W, a distance of 135.49 feet to a 1/2" iron rod set;

N 41° 52' 55" E, a distance of 82.27 feet to a 1/2" iron rod set;

N 17° 27' 22" E, a distance of 184.85 feet to a 1/2" iron rod set;

N 32° 36' 48" E, a distance of 107.47 feet to a 1/2" iron rod set;

N 40° 06' 38" E, a distance of 107.61 feet to a 1/2" iron rod set;

N 48° 10' 59" E, a distance of 174.89 feet to a 1/2" iron rod set;

N 41° 41' 26" E, a distance of 173.09 feet to a 1/2" iron rod set;

S 53° 06' 59" E, a distance of 135.00 feet to a 1/2" iron rod set;

N 36° 53' 01" E, a distance of 17.18 feet to a 1/2" iron rod set at the beginning of a curve to the left having a central angle of 05° 47' 01", a radius of 225.00 feet and a chord bearing and distance of N 33° 59' 30" E, 22.70 feet;

With said curve to the left, an arc distance of 22.71 feet to a 1/2" iron rod set;

N 31° 06' 00" E, a distance of 83.61 feet to a 1/2" iron rod set at the beginning of a curve to the right having a central angle of 40° 51' 16", a radius of 275.00 feet and a chord bearing and distance of N 51° 31' 38" E, 191.96 feet;

With said curve to the right, an arc distance of 196.09 feet to a 1/2" iron rod set;

N 30° 11' 48" E, a distance of 14.67 feet to a 1/2" iron rod set;

S 12° 36' 10" E, a distance of 347.29 feet to a 1/2" iron rod set at the beginning of a curve to the right having a central angle of 15° 07' 42", a radius of 325.00 feet and a chord bearing and distance of S 05° 02' 19" E, 85.56 feet;

With said curve to the right, an arc distance of 85.81 feet to a 1/2" iron rod set;

S 02° 31' 32" W, a distance of 146.58 feet to a 1/2" iron rod set at the beginning of a curve to the left having a central angle of 04° 34' 55", a radius of 1,025.00 feet and a chord bearing and distance of S 00° 14' 04" W, 81.95 feet;

With said curve to the left, an arc distance of 81.97 feet to a 1/2" iron rod set at the beginning of a reverse curve to the right having a central angle of 14° 23' 37", a radius of 225.00 feet and a chord bearing and distance of S 05° 08' 25" W, 56.37 feet;

With said curve to the right, an arc distance of 56.52 feet to a 1/2" iron rod set at the beginning of a compound curve to the right having a central angle of 19° 19' 57", a radius of 1,125.00 feet and a chord bearing and distance of S 22° 00' 11" W, 377.80 feet;

With said curve to the right, an arc distance of 379.59 feet to a 1/2" iron rod set at the beginning of a compound curve to the right having a central angle of 10° 34' 25", a radius of 575.00 feet and a chord bearing and distance of S 36° 57' 22" W, 105.96 feet;

With said curve to the right, an arc distance of 106.11 feet to a 1/2" iron rod set;

S 42° 14' 35" W, a distance of 59.35 feet to a 1/2" iron rod set;

S 47° 45' 25" E, a distance of 50.00 feet to a 1/2" iron rod set;

S 42° 14' 35" W, a distance of 111.23 feet to a 1/2" iron rod set at the beginning of a curve to the left having a central angle of 06° 51' 11", a radius of 325.00 feet and a chord bearing and distance of S 38° 48' 59" W, 38.85 feet;

With said curve to the left, an arc distance of 38.87 feet to a 1/2" iron rod set;

S 31° 44' 05" W, a distance of 70.02 feet to a 1/2" iron rod set;

S 30° 55' 45" W, a distance of 36.51 feet to the **POINT OF BEGINNING**, and containing 18.086 acres of land, more or less.

Denton County
Juli Luke
County Clerk

Instrument Number: 18223

ERecordings-RP

DECLARATION

Recorded On: February 24, 2025 01:18 PM

Number of Pages: 10

" Examined and Charged as Follows: "

Total Recording: $61.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	18223
Receipt Number:	20250224000462
Recorded Date/Time:	February 24, 2025 01:18 PM
User:	Sheila B
Station:	D9LFZSG3

Record and Return To:

Simplifile

STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VILLAGES OF STAR TRAIL
(PHASE 14 & 15)

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

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VILLAGES OF STAR TRAIL (this **"Supplemental Declaration"**) is made on the date hereinafter set forth by **BLUE STAR ALLEN LAND, L.P.**, a Texas limited partnership (hereinafter referred to as the **"Declarant"**).

W I T N E S S E T H:

WHEREAS, Declarant prepared and filed an instrument entitled "Declaration of Covenants, Restrictions and Easements for Villages of Star Trail" on or about December 7, 2016, as Instrument No. 20161207001660140 of the Real Property Records of Collin County, Texas, and on or about May 25, 2023, as Instrument No. 53900 of the Real Property Records of Denton County, Texas, as amended and supplemented (the **"Declaration"**); and

WHEREAS, Article XIV, Section 14.1 of the Declaration authorizes the Declarant to annex additional property described on **Exhibit "B"** to the Declaration to the terms, covenants, conditions, easements and restrictions of the Declaration; and

WHEREAS, the Declarant desires to annex into the Association the property described on **Exhibit "A"** attached hereto and incorporated herein by reference (the **"Annexed Property"**) such Annexed Property being a part of the property described on **Exhibit "B"** to the Declaration; and

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, the Declarant hereby subjects the property described in **Exhibit "A"** hereof to the provisions of the Declaration. The Annexed Property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, which shall run with the title to such Annexed Property and shall be binding upon all persons having any right, title or any interest in the Annexed Property, their respective heirs, legal representatives, successors, successors-in-title and assigns.

IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration on the 19th day of February, 2025.

DECLARANT: **BLUE STAR ALLEN LAND, L.P.,** a Texas limited partnership

By: **BLUE STAR INVESTMENTS, INC.,** a Texas corporation, its General Partner

By: _____

Printed Name: Joe Hickman

Its: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, personally appeared **Joe Hickman, Vice President of Blue Star Investments, Inc.,** a Texas corporation, General Partner of **BLUE STAR ALLEN LAND, L.P.,** a Texas limited partnership, and acknowledged that he executed the foregoing document on behalf of said company.

SUBSCRIBED AND SWORN TO BEFORE ME on this 19th day of February, 2025.

_____
Notary Public in and for
The State of Texas
My Commission Expires: 2-10-26

KERRY HARRINGTON
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 02/10/26
NOTARY ID 1101256-6

LEGAL DESCRIPTION
Phase 14
LEGAL DESCRIPTION
15.890 ACRES (692,153 SQUARE FEET)

BEING A TRACT OF LAND, LOCATED IN THE J.M. DURRETT SURVEY, ABSTRACT NO. 350, DENTON COUNTY, TEXAS, AND BEING PART OF THAT TRACT OF LAND CONVEYED AS PARCEL IV IN DEED TO BLUE STAR ALLEN LAND, L.P., ACCORDING TO THE DOCUMENT OF RECORD FILED IN DOCUMENT NUMBER 2011-60030, OFFICIAL RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD FOUND IN THE SOUTH LINE OF THAT TRACT OF LAND CONVEYED IN DEED TO GEORGE L. MCCASLAND, ACCORDING TO THE DOCUMENT OF RECORD FILED IN DOCUMENT NUMBER 2022-128993, OFFICIAL RECORDS, DENTON COUNTY, TEXAS, FOR THE COMMON NORTHEAST CORNER OF SAID PARCEL IV, AND THE NORTHWEST CORNER OF THAT TRACT OF LAND CONVEYED IN DEED TO PEARLS OF PROSPER HOLDING COMPANY, LLC, ACCORDING TO THE DOCUMENT OF RECORD FILED IN DOCUMENT NUMBER 2022-36684, OFFICIAL RECORDS, DENTON COUNTY, TEXAS;

THENCE S 00°39'42" E, CONTINUING WITH EAST LINE OF SAID PARCEL IV, AND THE WEST LINE OF SAID PEARLS OF PROSPER HOLING, A DISTANCE OF 45.00 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET FOR POINT OF BEGINNING OF THE TRACT OF LAND DESCRIBED HEREIN;

THENCE ALONG THE COMMON EAST LINE OF SAID PARCEL IV, AND THE WEST LINE OF SAID PEARLS OF PROSPER HOLDING COMPANY, LLC TRACT, THE FOLLOWING COURSES AND DISTANCES:

S 00°39'42" E, A DISTANCE OF 301.04 FEET TO A 1/2" IRON ROD FOUND, FOR THE COMMON INTERIOR ELL CORNER OF SAID PARCEL IV, AND AN EXTERIOR ELL CORNER OF SAID PEARLS OF PROSPER HOLDING COMPANY, LLC TRACT;

S 89°15'31" E, A DISTANCE OF 311.16 FEET TO A 1/2" IRON ROD FOUND, FOR THE COMMON EXTERIOR ELL CORNER OF SAID PARCEL IV, AND AN INTERIOR ELL CORNER OF SAID PEARLS OF PROSPER HOLDING COMPANY, LLC TRACT;

S 00°42'00" W, A DISTANCE OF 924.93 FEET TO A 1/2" IRON ROD FOUND, FOR THE COMMON INTERIOR ELL CORNER OF SAID PARCEL IV, AND THE SOUTHWEST CORNER OF SAID PEARLS OF PROSPER HOLDING COMPANY, LLC TRACT;

THENCE OVER AND ACROSS SAID PARCEL IV, THE FOLLOWING COURSES AND DISTANCES:

S 78°16'59" W, A DISTANCE OF 167.69 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

S 78°55'06" W, A DISTANCE OF 112.32 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

N 87°40'48" W, A DISTANCE OF 180.08 FEET TO A 1/2" IRON ROD WITH YELLOW

PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

N 76°57'53" W, A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 04°57'42", A CHORD BEARING AND DISTANCE OF N 10°33'16" E - 32.46 FEET;

ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 32.47 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

N 08°04'25" E, A DISTANCE OF 80.59 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

N 37°00'27" W, A DISTANCE OF 14.12 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

N 08°04'25" E, A DISTANCE OF 50.01 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

N 53°00'26" E, A DISTANCE OF 14.16 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

N 08°04'25" E, A DISTANCE OF 112.55 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 36°07'26", A CHORD BEARING AND DISTANCE OF N 09°59'18" W - 294.54 FEET;

ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 299.48 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

N 28°03'00" W, A DISTANCE OF 190.84 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 05°58'52", A CHORD BEARING AND DISTANCE OF N 31°02'26" W - 28.69 FEET;

ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 28.71 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

N 34°01'53" W, A DISTANCE OF 7.79 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

N 79°01'53" W, A DISTANCE OF 14.14 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

N 34°01'53" W, A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

N 10°58'07" E, A DISTANCE OF 14.14 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

N 34°01'53" W, A DISTANCE OF 82.77 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 12°54'14", A CHORD BEARING AND DISTANCE OF N 40°29'00" W - 22.47 FEET;

ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 22.52 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

N 46°56'07" W, A DISTANCE OF 57.73 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 46°18'09", A CHORD BEARING AND DISTANCE OF N 23°47'02" W - 196.58 FEET;

ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 202.03 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

N 00°37'57" W, A DISTANCE OF 77.17 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

N 45°36'22" W, A DISTANCE OF 35.34 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

S 89°22'03" W, A DISTANCE OF 75.02 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

N 84°39'04" W, A DISTANCE OF 110.60 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

N 89°21'40" E, A DISTANCE OF 210.00 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

N 89°23'29" E, A DISTANCE OF 115.00 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

THENCE N 89°22'03" E, A DISTANCE OF 434.42 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 15.890 ACRES OF LAND, MORE OR LESS.

BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM 1983 (NA2011) EPOCH 2010.00.

LEGAL DESCRIPTION
Phase 15

LEGAL DESCRIPTION
20.436 ACRES (890,187 SQUARE FEET)

BEING A TRACT OF LAND, LOCATED IN THE J.M. DURRETT SURVEY, ABSTRACT NO. 350, DENTON COUNTY, TEXAS, AND BEING PART OF THAT TRACT OF LAND CONVEYED AS PARCEL IV IN DEED TO BLUE STAR ALLEN LAND, L.P., ACCORDING TO THE DOCUMENT OF RECORD FILED IN DOCUMENT NUMBER 2011-60030, OFFICIAL RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" IRON ROD FOUND IN THE SOUTH LINE OF THAT TRACT OF LAND CONVEYED IN DEED TO PROSPER MEADOWS LP, ACCORDING TO THE DOCUMENT OF RECORD FILED IN DOCUMENT NUMBER 2019-65177, OFFICIAL RECORDS, DENTON COUNTY, TEXAS, FOR THE COMMON NORTHWEST CORNER OF SAID PARCEL IV, AND THE NORTHEAST CORNER OF THAT TRACT OF LAND CONVEYED IN DEED TO PROSPER 100, LP, ACCORDING TO THE DOCUMENT OF RECORD FILED IN DOCUMENT NUMBER 2019-21287, OFFICIAL RECORDS, DENTON COUNTY, TEXAS;

THENCE S 01°12'44" W, ALONG THE COMMON WEST LINE OF SAID PARCEL IV, THE COMMON EAST LINE OF SAID PROSPER 100, LP TRACT, AND THE SOUTH LINE OF SAID PROSPER MEADOWS LP TRACT, A DISTANCE OF 45.00 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC STAMPED "PAPE-DAWSON" FOUND IN THE COMMON WEST LINE OF SAID PARCEL IV, AND THE SOUTH LINE OF SAID PROSPER MEADOWS LP TRACT, FROM WHICH A 1/2" IRON ROD FOUND IN THE EAST LINE OF SAID PROSPER 100, LP TRACT, FOR THE COMMON NORTHWEST CORNER OF SAID PARCEL IV, FOR **POINT OF BEGINNING** OF THE TRACT OF LAND DESCRIBED HEREIN;

THENCE LEAVING THE COMMON NORTH LINE OF SAID PARCEL IV, NORTHEAST LINE OF SAID PROSPER 100, LP TRACT, AND THE SOUTH LINE OF SAID PROSPER MEADOWS LP TRACT, OVER AND ACROSS SAID PARCEL IV, THE FOLLOWING COURSES AND DISTANCES:

S 89°21'40" W, A DISTANCE OF 234.12 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC STAMPED "PAPE-DAWSON" FOUND;

S 84°39'04" E, A DISTANCE OF 110.60 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC STAMPED "PAPE-DAWSON" FOUND;

N 89°22'03" E, A DISTANCE OF 75.02 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC STAMPED "PAPE-DAWSON" FOUND;

S 45°36'22" E, A DISTANCE OF 35.34 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC STAMPED "PAPE-DAWSON" FOUND;

S 00°37'57" E, A DISTANCE OF 77.17 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC STAMPED "PAPE-DAWSON" FOUND AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 46°18'09", A

CHORD BEARING AND DISTANCE OF S 23°47'02" E - 196.58 FEET;

ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 202.03 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC STAMPED "PAPE-DAWSON" FOUND;

S 46°56'07" E, A DISTANCE OF 57.73 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC STAMPED "PAPE-DAWSON" FOUND AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 12°54'14", A CHORD BEARING AND DISTANCE OF S 40°29'00" E - 22.47 FEET;

ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 22.52 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC STAMPED "PAPE-DAWSON" FOUND;

S 34°01'53" E, A DISTANCE OF 82.77 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC STAMPED "PAPE-DAWSON" FOUND;

S 10°58'07" W, A DISTANCE OF 14.14 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC STAMPED "PAPE-DAWSON" FOUND;

S 34°01'53" E, A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC STAMPED "PAPE-DAWSON" FOUND;

S 79°01'53" E, A DISTANCE OF 14.14 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC STAMPED "PAPE-DAWSON" FOUND;

S 34°01'53" E, A DISTANCE OF 7.79 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC STAMPED "PAPE-DAWSON" FOUND AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 05°58'52", A CHORD BEARING AND DISTANCE OF S 31°02'26" E - 28.69 FEET;

ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 28.71 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC STAMPED "PAPE-DAWSON" FOUND;

S 28°03'00" E, A DISTANCE OF 190.84 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC STAMPED "PAPE-DAWSON" FOUND AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 36°07'26", A CHORD BEARING AND DISTANCE OF S 09°59'18" E - 294.54 FEET;

ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 299.48 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC STAMPED "PAPE-DAWSON" FOUND;

S 08°04'25" W, A DISTANCE OF 112.56 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC STAMPED "PAPE-DAWSON" FOUND;

S 52°24'54" W, A DISTANCE OF 14.31 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC STAMPED "PAPE-DAWSON" FOUND;

S 08°04'25" W, A DISTANCE OF 49.79 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC STAMPED "PAPE-DAWSON" FOUND;

S 37°42'49" E, A DISTANCE OF 13.95 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC STAMPED "PAPE-DAWSON" FOUND;

S 08°04'25" W, A DISTANCE OF 80.58 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC STAMPED "PAPE-DAWSON" FOUND AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 04°57'42", A CHORD BEARING AND DISTANCE OF S 10°33'16" W - 32.46 FEET;

ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 32.47 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC STAMPED "PAPE-DAWSON" SET;

S 13°02'07" W, A DISTANCE OF 17.04 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC STAMPED "PAPE-DAWSON" SET;

N 76°57'53" W, A DISTANCE OF 10.00 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC STAMPED "PAPE-DAWSON" SET;

S 84°53'40" W, A DISTANCE OF 58.12 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC STAMPED "PAPE-DAWSON" SET;

S 78°36'33" W, A DISTANCE OF 116.39 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC STAMPED "PAPE-DAWSON" SET;

S 81°37'07" W, A DISTANCE OF 63.16 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC STAMPED "PAPE-DAWSON" SET;

S 85°56'48" W, A DISTANCE OF 63.16 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC STAMPED "PAPE-DAWSON" SET;

N 89°47'41" W, A DISTANCE OF 63.16 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC STAMPED "PAPE-DAWSON" SET;

N 85°32'09" W, A DISTANCE OF 63.16 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC STAMPED "PAPE-DAWSON" SET;

N 81°46'35" W, A DISTANCE OF 173.26 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC STAMPED "PAPE-DAWSON" SET;

N 89°47'16" W, A DISTANCE OF 180.04 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC STAMPED "PAPE-DAWSON" SET IN THE COMMON WEST LINE OF SAID PARCEL IV, AND THE EAST LINE OF THE ABOVEMENTIONED PROSPER 100, LP TRACT;

THENCE N 00°12'44" E, ALONG THE COMMON WEST LINE OF SAID PARCEL IV, AND THE EAST LINE OF SAID PROSPER 100, LP TRACT, A DISTANCE OF 1,279.35 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 20.436 ACRES OF LAND, MORE OR LESS.

BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM 1983 (NA2011) EPOCH 2010.00.

Denton County
Juli Luke
County Clerk

Instrument Number: 381

ERecordings-RP

MISCELLANEOUS

Recorded On: January 02, 2025 02:39 PM

Number of Pages: 6

" Examined and Charged as Follows: "

Total Recording: $45.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	381
Receipt Number:	20250102000459
Recorded Date/Time:	January 02, 2025 02:39 PM
User:	William D
Station:	Station 8

Record and Return To:

Simplifile

STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VILLAGES OF STAR TRAIL
(PHASE 16)

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

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VILLAGES OF STAR TRAIL (this **"Supplemental Declaration")** is made on the date hereinafter set forth by **BLUE STAR ALLEN LAND, L.P.**, a Texas limited partnership (hereinafter referred to as the **"Declarant").**

W I T N E S S E T H:

WHEREAS, Declarant prepared and filed an instrument entitled "Declaration of Covenants, Restrictions and Easements for Villages of Star Trail" on or about December 7, 2016, as Instrument No. 20161207001660140 of the Real Property Records of Collin County, Texas, and on or about May 25, 2023, as Instrument No. 53900 of the Real Property Records of Denton County, Texas, as amended and supplemented (the **"Declaration");** and

WHEREAS, Article XIV, Section 14.1 of the Declaration authorizes the Declarant to annex additional property described on **Exhibit "B"** to the Declaration to the terms, covenants, conditions, easements and restrictions of the Declaration; and

WHEREAS, the Declarant desires to annex into the Association the property described on **Exhibit "A"** attached hereto and incorporated herein by reference (the **"Annexed Property")** such Annexed Property being a part of the property described on **Exhibit "B"** to the Declaration; and

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, the Declarant hereby subjects the property described in **Exhibit "A"** hereof to the provisions of the Declaration. The Annexed Property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, which shall run with the title to such Annexed Property and shall be binding upon all persons having any right, title or any interest in the Annexed Property, their respective heirs, legal representatives, successors, successors-in-title and assigns.

IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration on the 21st day of January, 2025.

DECLARANT: **BLUE STAR ALLEN LAND, L.P.,** a Texas limited partnership

By: **BLUE STAR INVESTMENTS, INC.,** a Texas corporation, its General Partner

By: _____

Printed Name: Joe Hickman

Its: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, personally appeared **Joe Hickman, Vice President of Blue Star Investments, Inc.,** a Texas corporation, General Partner of **BLUE STAR ALLEN LAND, L.P.,** a Texas limited partnership, and acknowledged that he executed the foregoing document on behalf of said company.

SUBSCRIBED AND SWORN TO BEFORE ME on this 21st day of January, 2025.

_____

Notary Public in and for
The State of Texas
My Commission Expires: 2-10-26

KERRY HARRINGTON
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 02/10/26
NOTARY ID 1101256-6

LEGAL DESCRIPTION
Phase 16

21.964 ACRES (956,759 SQUARE FEET)

BEING A TRACT OF LAND, LOCATED IN THE J.M. DURRETT SURVEY, ABSTRACT NO. 350, DENTON COUNTY, TEXAS, AND LOUISA NEATHERLY SURVEY, ABSTRACT NO. 962, AND BEING PART OF THE TRACT OF LAND CONVEYED AS PARCEL IV, IN DEED TO BLUE STAR ALLEN LAND, L.P., ACCORDING TO THE DOCUMENT OF RECORD FILED IN DOCUMENT NUMBER 2011-60030, OFFICIAL RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8 " IRON ROD FOUND IN THE SOUTH LINE OF THE TRACT OF LAND CONVEYED IN DEED TO PROSPER MEADOWS LP, ACCORDING TO THE DOCUMENT OF RECORD FILED IN DOCUMENT NUMBER 2019-65177, OFFICIAL RECORDS, DENTON COUNTY, TEXAS, FOR THE COMMON NORTHWEST CORNER OF SAID PARCEL IV, AND THE NORTHEAST CORNER OF THAT TRACT OF LAND CONVEYED IN DEED TO PROSPER 100, LP, ACCORDING TO THE DOCUMENT OF RECORD FILED IN DOCUMENT NUMBER 2019-21287, OFFICIAL RECORDS, DENTON COUNTY, TEXAS;

THENCE S 00°12'44" W, ALONG THE WEST LINE OF SAID PARCEL IV, AND THE EAST LINE OF SAID PROSPER 100, LP TRACT, A DISTANCE OF 1,324.36 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET, SAME AS BEING THE **POINT OF BEGINNING** OF THE TRACT OF LAND DESCRIBED HEREIN;

THENCE LEAVING THE COMMON WEST LINE OF SAID PARCEL IV, AND THE EAST LINE OF SAID PROSPER 100, LP TRACT, OVER AND ACROSS SAID PARCEL IV THE FOLLOWING COURSES AND DISTANCES:

S 89°47'16" E, A DISTANCE OF 180.04 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

S 81°46'35" E, A DISTANCE OF 173.26 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

S 85°32'09" E, A DISTANCE OF 63.16 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

S 89°47'41" E, A DISTANCE OF 63.16 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

N 85°56'48" E, A DISTANCE OF 63.16 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

N 81°37'07" E, A DISTANCE OF 63.16 FEET TO A 1/2" IRON ROD WITH YELLOW

PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

N 78°36'33" E, A DISTANCE OF 116.39 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

N 84°53'40" E, A DISTANCE OF 58.12 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

S 76°57'53" E, A DISTANCE OF 10.00 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET, FROM WHICH A 1/2" IRON ROD FOUND FOR A COMMON INTERIOR ELL CORNER OF SAID PARCEL IV, AND THE SOUTHWEST CORNER OF THAT TRACT OF LAND CONVEYED IN DEED TO PEARLS OF PROSPER HOLDING COMPANY, LLC, ACCORDING TO THE DOCUMENT OF RECORD FILED IN DOCUMENT NUMBER 2022-36684, OFFICIAL RECORDS, DENTON COUNTY, TEXAS, BEARS N 84°18'57" E, 519.21 FEET;

S 13°02'07" W, A DISTANCE OF 114.06 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 625.00 FEET, A CENTRAL ANGLE OF 11°18'08", A CHORD BEARING AND DISTANCE OF S 07°23'03" W - 123.09 FEET;

ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 123.29 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

S 01°43'59" W, A DISTANCE OF 477.26 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 43°43'29", A CHORD BEARING AND DISTANCE OF S 20°07'46" E - 316.52 FEET;

ALONG SAID CURVE TO THE LEFT, AN ARCH LENGHT OF 324.34 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

S 45°23'25" E, A DISTANCE OF 70.20 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

S 46°25'51" E, A DISTANCE OF 118.80 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

S 43°34'09" W, A DISTANCE OF 10.00 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

S 55°35'22" W, A DISTANCE OF 103.59 FEET TO A 1/2" IRON ROD WITH YELLOW

PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

S 66°01'04" W, A DISTANCE OF 43.80 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

S 77°45'18" W, A DISTANCE OF 55.01 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

S 81°14'23" W, A DISTANCE OF 66.51 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

S 83°36'20 W, A DISTANCE OF 130.01 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

S 83°55'01" W, A DISTANCE OF 72.84 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

N 87°11'42" W, A DISTANCE OF 107.78 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

N 82°13'41" W, A DISTANCE OF 54.26 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

N 83°19'16" W, A DISTANCE OF 184.71 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

S 88°53'37" W, A DISTANCE OF 180.09 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET IN THE COMMONG WEST LINE OF THE ABOVEMENTIONED PARCEL IV, AND THE EAST LINE OF LOT 23, BLOCK G, OF THE ARTESIA NORTH PHASE 3, AN ADDITION TO THE CITY OF CELINA, DENTON COUNTY, TEXAS, ACCORDING TO THE DOCUMENT OF RECORD FILED IN DOUCMENT NUMBER 2016-76, OFFICIAL RECORDS, DENTON COUNTY, TEXAS

THENCE N 00°12'44" E, ALONG THE COMMON WEST LINE OF SAID PARCEL IV AND THE EAST LINE OF SAID ARTESIA NORTH PHASE 4 ADDITION, AND A PORTION OF THE EAST LINE OF THE ABOVE MENTIONED PROSPER 100, LP TRACT, A DISTANCE OF 1,226.59 FEET TO THE POINT OF BEGINNING, AND CONTAINING 21.964 ACRES OF LAND MORE OR LESS.

BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM 1983 (NA2011) EPOCH 2010.00.

Denton County
Juli Luke
County Clerk

Instrument Number: 111358

ERecordings-RP

RESTRICTIVE COVENANTS

Recorded On: October 02, 2025 02:41 PM

Number of Pages: 25

" Examined and Charged as Follows: "

Total Recording: $121.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	111358
Receipt Number:	20251002000491
Recorded Date/Time:	October 02, 2025 02:41 PM
User:	Kraig T
Station:	Station 21

Record and Return To:

Simplifile

STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VILLAGES OF STAR TRAIL
(PHASE 17 & 18)

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

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VILLAGES OF STAR TRAIL (this **"Supplemental Declaration")** is made on the date hereinafter set forth by **BLUE STAR ALLEN LAND, L.P.**, a Texas limited partnership (hereinafter referred to as the **"Declarant").**

W I T N E S S E T H:

WHEREAS, Declarant prepared and filed an instrument entitled "Declaration of Covenants, Restrictions and Easements for Villages of Star Trail" on or about December 7, 2016, as Instrument No. 20161207001660140 of the Real Property Records of Collin County, Texas, as amended and supplemented (the **"Declaration");** and

WHEREAS, Article XIV, Section 14.1 of the Declaration authorizes the Declarant to annex additional property described on **Exhibit "B"** to the Declaration to the terms, covenants, conditions, easements and restrictions of the Declaration; and

WHEREAS, the Declarant desires to annex into the Association the property described on **Exhibit "A"** attached hereto and incorporated herein by reference (the **"Annexed Property")** such Annexed Property being a part of the property described on **Exhibit "B"** to the Declaration; and

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, the Declarant hereby subjects the property described in **Exhibit "A"** hereof to the provisions of the Declaration. The Annexed Property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, which shall run with the title to such Annexed Property and shall be binding upon all persons having any right, title or any interest in the Annexed Property, their respective heirs, legal representatives, successors, successors-in-title and assigns.

IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration on the 1st day of October, 2025.

DECLARANT: **BLUE STAR ALLEN LAND, L.P.,** a Texas limited partnership

By: **BLUE STAR INVESTMENTS, INC.,** a Texas corporation, its General Partner

By: _____

Printed Name: Joe Hickman

Its: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, personally appeared **Joe Hickman, Vice President of Blue Star Investments, Inc.**, a Texas corporation, General Partner of **BLUE STAR ALLEN LAND, L.P.,** a Texas limited partnership, and acknowledged that he executed the foregoing document on behalf of said company.

SUBSCRIBED AND SWORN TO BEFORE ME on this 1st day of October, 2025.

_____

Notary Public in and for
The State of Texas
My Commission Expires: 2-10-26

KERRY HARRINGTON
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 02/10/26
NOTARY ID 1101256-6

AFTER RECORDING RETURN TO:
Riddle & Williams, P.C.
3811 Turtle Creek Blvd., Suite 500
Dallas, Texas 75219

STAR TRAIL, PHASE 17

LEGAL DESCRIPTION
26.944 ACRES (1,173,667 SQUARE FEET)

BEING A TRACT OF LAND, LOCATED IN THE LOUISA NEATHERLY SURVEY, ABSTRACT NO. 962, DENTON COUNTY, TEXAS, AND BEING PART OF THAT TRACT OF LAND CONVEYED AS PARCEL IV IN DEED TO BLUE STAR ALLEN LAND, L.P., ACCORDING TO THE DOCUMENT OF RECORD FILED IN DOCUMENT NUMBER 2011-60030, OFFICIAL RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH A YELLOW CAP STAMPED "ARTHUR SURVEYING FOUND IN THE EAST LINE OF BOCK A, LOT 2, PROSPER SCHOOL CHURCH ADDITION, BLOCK A, LOTS 1, 2 & 3, AN ADDITION TO THE TOW OF PROSPER, DENTON COUNTY, TEXAS ACCORDING TO THE PLAT OF RECORD FILED IN DOCUMENT NUMBER 2019-336, OFFICIAL RECORDS, DENTON COUNTY, TEXAS, FOR THE MOST WESTERLY SOUTHWEST CORNER OF SAID TRACT IV, AND THE NORTHWEST CORNER OF THAT TRACT OF LAND CONVEYED IN DEED TO PROSPER PROFESSIONAL CENTER, LLC, ACCORDING TO THE DOCUMENT OF RECORD FILED IN DOCUMENT NUMBER 2019-83405, OFFICIAL RECORDS, DENTON COUNTY, TEXAS;

THENCE N 00°02'31" W, ALONG THE COMMON WEST LINE OF SAID PARCEL IV, AND THE EAST LINE OF SAID BLOCK A, LOT 2, PROSPER SCHOOL ADDITION, A DISTANCE OF 423.26 FEET TO A DISTURBED 1/2" IRON ROD WITH RED CAP FOUND, IN THE WEST LINE OF SAID PARCEL IV, FOR THE COMMON NORTHEAST CORNER OF SAID BLOCK A, LOT 2, PROSPER SCHOOL ADDITION AND THE SOUTHEAST CORNER OF THAT TRACT OF LAND CONVEYED IN DEED TO DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 10, ACCORDING TO THE DOCUMENT OF RECORD FILED IN DOCUMENT NUMBER 2014-7938, OFFICIAL RECORDS, DENTON COUNT, TEXAS;

THENCE N 00°12'44" E, ALONG THE COMMON WEST LINE OF SAID PARCEL IV, THE EAST LINE OF SAID DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 10 TRACT, AND THE SOUTH LINE OF STAR TRAIL PHASE ELEVEN, AN ADDITION TO THE TOWN OF PROSPER, DENTON COUNTY, TEXAS, ACCORDING TO THE DOCUMENT OF RECORD FILED ON DOCUMENT NUMBER 2023-240, PLAT RECORDS, DENTON COUNTY, TEXAS, A DISTANCE OF 829.97 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "AG PROP COR" FOUND;

THENCE LEAVING THE COMMON WEST LINE OF SAID PARCEL IV TRACT, THE EAST LINE OF SAID DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 10 TRACT, AND THE SOUTH LINE OF SAID STAR TRAIL PHASE ELEVEN TRACT, THE FOLLOWING COURSES AND DISTANCES:

N 41°55'31" E, A DISTANCE OF 246.29 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "AG PROP COR" FOUND;

N 55°47'34" E, A DISTANCE OF 271.23 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "AG PROP COR" FOUND;

N 41°52'55" E, A DISTANCE OF 260.37 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "AG PROP COR" FOUND;

THENCE LEAVING THE COMMON SOUTH LINE OF SAID STAR TRAIL PHASE ELEVEN TRACT, THE SOUTH LINE OF STAR TRAIL PHASE THIRTEEN, AN ADDITION TO THE TOWN OF PROSPER, DENTON COUNTY, TEXAS, ACCORDING TO THE DOCUMENT OF RECORD FILED ON DOCUMENT NUMBER 2024-1, PLAT RECORDS, DENTON COUNTY, TEXAS, AND THE COMMON NORTH LINE OF SAID PARCEL IV TRACT,THE FOLLOWING COURSES AND DISTANCES:

S 48°00'24" E, A DISTANCE OF 135.49 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "AG PROP COR" FOUND;

S 41°59'36" W, A DISTANCE OF 168.87 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "AG PROP COR" FOUND;

S 48°00'24" E, A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "AG PROP COR" FOUND;

S 46°56'11" E, A DISTANCE OF 200.04 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "AG PROP COR" FOUND;

S 54°34'22" E, A DISTANCE OF 172.13 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "AG PROP COR" FOUND;

S 59°04'15" E, A DISTANCE OF 247.41 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "AG PROP COR" FOUND;

THENCE LEAVING THE COMMON SOUTH LINE OF SAID STAR TRAIL PHASE THIRTEEN TRACT AND OVER AND ACROSS SAID PARCEL IV TRACT, THE FOLLOWING COURSES AND DISTANCES:

S 30°55'45" W, A DISTANCE OF 217.22 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "PAPE-DAWSON" SET;

N 15°02'23" W, A DISTANCE OF 13.90 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "PAPE-DAWSON" SET;

S 29°54'02" W, A DISTANCE OF 50.01 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "PAPE-DAWSON" SET;

N 72°23'23" E, A DISTANCE OF 13.74 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "PAPE-DAWSON" SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 08°54'54", A CHORD BEARING AND DISTANCE OF S 20°26'57" W - 50.52 FEET;

ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 50.57 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "PAPE-DAWSON" SET AT THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 12°07'32", A CHORD BEARING AND DISTANCE OF S 22°03'16" W - 110.90 FEET;

ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 111.11 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "PAPE-DAWSON" SET;

S 28°07'02" W, A DISTANCE OF 95.48 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "PAPE-DAWSON" SET;

N 13°35'43" W, A DISTANCE OF 14.93 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "PAPE-DAWSON" SET;

S 30°36'43" W, A DISTANCE OF 50.13 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "PAPE-DAWSON" SET;

S 79°38'46" W, A DISTANCE OF 14.13 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "PAPE-DAWSON" SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 00°44'58", A CHORD BEARING AND DISTANCE OF S 35°38'55" W - 5.56 FEET;

ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 5.56 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "PAPE-DAWSON" SET;

S 36°01'24" W, A DISTANCE OF 269.51 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "PAPE-DAWSON" SET;

S 06°25'36" E, A DISTANCE OF 14.76 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "PAPE-DAWSON" SET;

S 41°07'25" W, A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "PAPE-DAWSON" SET;

S 48°52'35" E, A DISTANCE OF 10.89 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "PAPE-DAWSON" SET;

S 30°59'47" W, A DISTANCE OF 417.62 FEET TO A 1/2" IRON ROD WITH YELLOW CAP STAMPED "PAPE-DAWSON" SET FOR THE NORTHEAST CORNER OF THE ABOVEMENTIONED PROSPER PROFESSIONAL CENTER, LLC TRACT;

THENCE S 89°40'08" E, ALONG THE COMMON WEST LINE OF SAID PARCEL IV, AND THE NORTH LINE OF SAID PROSPER PROFESSIONAL CENTER, LLC TRACT, A DISTANCE OF 386.47 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 26.944 ACRES OF LAND, MORE OR LESS.

BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM 1983 (NA2011) EPOCH 2010.00.

LEGAL DESCRIPTION
STAR TRAIL PHASE 18
30.137 ACRES (1,312,774 SQUARE FEET)

BEING A TRACT OF LAND, LOCATED IN THE LOUISA NEATHERLY SURVEY, ABSTRACT NO. 962, DENTON COUNTY, TEXAS, AND BEING PART OF THAT TRACT OF LAND CONVEYED AS PARCEL IV IN DEED TO BLUE STAR ALLEN LAND, L.P., ACCORDING TO THE DOCUMENT OF RECORD FILED IN DOCUMENT NUMBER 2011-60030, OFFICIAL RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND WITH RED CAP IN THE WEST LINE OF THAT TRACT OF LAND CONVEYED IN DEED TO BLUE STAR ALLEN LAND, L.P. ACCORDING TO THE DOCUMENT OF RECORD FILED IN DOCUMENT NUMBER 20111230001411880, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS FOR THE COMMON MOST EASTERLY SOUTHEAST CORNER OF PARCEL IV AND THE NORTHEAST CORNER OF THAT TRACT OF LAND CONVEYED IN DEED TO PROSPER-LEGACY-FISHTRAP, L.P., ACCORDING TO THE DOCUMENT OF RECORD FILED IN DOCUMENT NUMBER 2020-208905, OFFICIAL RECORDS, DENTON COUNTY, TEXAS;

THENCE S 00° 07' 57" W, WITH THE WEST LINE OF SAID PROSPER-LEGACY FISHTRAP, L.P. TRACT, A DISTANCE OF 540.00 FEET TO A 1/2" IRON ROD WITH A RED CAP FOUND FOR COMMON INTERIOR ELL CORNER OF SAID PARCEL IV AND THE MOST NORTHERLY NORTHWEST CORNER OF PROSPER-LEGACY-FISHTRAP, L.P. TRACT;

THENCE CONTINUING ALONG THE WEST LINE OF SAID PROSPER-LEGACY-FISHTRAP, L.P. TRACT AND CONTINUING ALONG THE EAST LINE OF SAID PARCEL IV IN DEED TO BLUE STAR ALLEN LAND, L.P. TRACT, THE FOLLOWING COURSES AND DISTANCES;

N 89° 52' 13" W, A DISTANCE OF 449.79 FEET TO A FOUND 1/2" IRON ROD;

S 00° 08' 13" W, A DISTANCE OF 625.00 FEET TO A FOUND 1/2" IRON ROD;

S 68° 34' 35" W, A DISTANCE OF 121.57 FEET TO A FOUND 1/2" IRON ROD AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 637.50 FEET, A CENTRAL ANGLE OF 11°22'09", A CHORD BEARING AND DISTANCE OF N 15°46'02" W - 126.29 FEET;

ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 126.50 FEET TO A FOUND 1/2" IRON ROD AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 555.00 FEET, A CENTRAL ANGLE OF 13°21'24", A CHORD BEARING AND DISTANCE OF S 16°41'05" E - 129.09 FEET;

ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 129.38 FEET TO A FOUND 1/2" IRON ROD;

S 23° 29' 36" E, A DISTANCE OF 40.02 FEET TO A FOUND 1/2" IRON ROD;

S 68° 38' 56" E, A DISTANCE OF 35.38 FEET TO A FOUND 1/2" IRON ROD;

S 22° 58' 04" E, A DISTANCE OF 4.51 FEET TO A FOUND 1/2" IRON ROD AT THE FIRST

STREET, A VARIABLE WIDTH RIGHT-OF-WAY LINE;

THENCE CONTINUING ALONG THE NORTH LINE OF FIRST STREET, A VARIABLE WIDTH RIGHT-OF-WAY LINE, THE FOLLOWING COURSES AND DISTANCES;

S 66° 45' 09" W, A DISTANCE OF 85.44 FEET TO A FOUND 1/2" IRON ROD;

N 23° 14' 50" W, A DISTANCE OF 2.00 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

S 66° 45' 09" W, A DISTANCE OF 268.57 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

S 23° 14' 50" E, A DISTANCE OF 2.00 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

S 66° 45' 09" W, A DISTANCE OF 404.46 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

THENCE N 01° 12' 29" W, ALONG THE COMMON WEST LINE OF SAID PARCEL IV, AND THE EAST LINE OF THAT TRACT OFF LAND CONVEYED IN DEED TO PROSPER PROFESSIONAL CENTR, LLC, ACCORDING TO THE DOCUMENT OF RECORD FILED IN DOCUMENT NUMBER 2019-83405, OFFICIAL RECORDS, DENTION COUNTY, TEXAS, A DISTANCE OF 270.64 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET, THE FOLLOWING COURSES AND DISTANCES;

N 74° 40' 20" W, A DISTANCE OF 166.83 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

N 00° 38' 53" W, A DISTANCE OF 350.62 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

THENCE LEAVING THE COMMON WEST LINE OF SAID PARCEL IV, AND THE EAST LINE OF SAID PROSPER PROFESSIONAL CENTER, LLC TRACT, OVER AND ACROSS SAID PARCEL IV, THE FOLLOWING COURSES AND DISTANCES:

N 30° 59' 47" E, A DISTANCE OF 417.62 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

N 48° 52' 35" E, A DISTANCE OF 10.89 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

N 41° 07' 25" E, A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

S 06° 25' 36" E, A DISTANCE OF 14.76 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" SET;

N 36° 01' 24" E, A DISTANCE OF 269.51 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" FOUND AT THE BEGINNING OF A TANGENT CURVE TO THEE LEFT HAVING A RADIUS OF 425.00 FEET, A CENTRAL

ANGLE OF 00° 45' 58", A CHORD BEARING AND DISTANCE OF N 35° 38' 55" E – 5.56 FEET;

ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 5.56 FEET TO A FOUND 1/2" IRON ROD WITH CAP STAMPED "PAPE-DAWSON";

S 79° 38'46" W, A DISTANCE OF 14.13 FEET TO A FOUND 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON";

N 30° 36' 43" E, A DISTANCE OF 50.13 FEET TO A FOUND 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON";

S 13° 35' 43" E, A DISTANCE OF 14.93 FEET TO A FOUND 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON";

N 28° 07' 03" E, A DISTANCE OF 95.48 FEET TO A FOUND 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON" AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 12° 07' 32", A CHORD BEARING AND DISTANCE OF N 22° 03' 16" E – 110.90 FEET;

ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 111.11 FEET TO A FOUND 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED " PAPE-DAWSON" AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 08° 51' 54", A CHORD BEARING AND DISTANCE OF N 20° 26' 57" E – 50.52 FEET;

ALONG SAID CURVE TO THE RIGHT, AN ARCH LENGTH OF 50.57 FEET TO A FOUND 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON";

S 72° 23' 23" W, A DISTANCE OF 13.74 FEET TO A FOUND 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON";

N 29° 54' 02" E, A DISTANCE OFF 50.01 FEET TO A FOUND 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON";

S 15° 02' 23" E, A DISTANCE O 13.90 FEET TO A FOUND 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE-DAWSON";

N 30° 55' 45" E, A DISTANCE OF 253.73 FEET TO A FOUND 1/2" IRON ROD WITH CAP STAMPED "AG PROP COR";

N 31° 44' 05" E, A DISTANCE OF 70.02 FEET TO A FOUND 1/2" IRON ROD WITH CAP STAMPED "AG PROP COR" AT THE BEGINNING OF A TANGENT CURBE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 11° 18' 50", A CHORD BEARING AND DISTANCE OF N 36° 35' 10" – 64.07 FEET;

ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF A 64.18 FEET TO A FOUND 1/2" IRON ROD WITH A CAP STAMPED "AG PROP COR";

N 42° 14' 35" E, A DISTANCE OF 111.23 FEET TO A FOUND 1/2" IRON ROD WITH CAP

STAMPED "AG PROP COR";

S 47° 45' 25" E, A DISANCE OF 15.00 FEET TO A FOUND 1/2" IRON ROD WITH CAP STAMPED "AG PROP COR";

S 63° 28' 31" E, A DISTANCE OF 105.92 FEET TO A FOUND 1/2" IRON ROD WITH CAP STAMPED "AG PROP COR";

S 70° 15' 22" E, A DISTANCE OF 98.60 FEET TO A FOUND 1/2" IRON ROD WITH CAP STAMPED "AG PROP COR";

S 79° 41' 04" E, A DISTANCE OF 76.86 FEET TO A FOUND 1/2" IRON ROD WITH CAP STAMPED "AG PROP COR";

S 66° 38' 30" E, A DISTANCE OF 247.64 FEET TO A FOUND 1/2" IRON ROD WITH CAP STAMPED "AG PROP COR";

THENCE S 11° 54' 29" W, A DISTANCE OF 27.57 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 30.137 ACRES OF LAND, MORE OR LESS.

BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM 1983 (NA2011) EPOCH 2010.00.

The Villages of Star Trail Design Guidelines

October 1, 2025 PHASE 17 & 18

TITLE AND SCOPE

100 TITLE

This compilation of guidelines shall be known as the Villages of Star Trail Design Guidelines, hereinafter referred to as "Guidelines" for Star Trail.

101 PURPOSE

The purpose of these Guidelines is to provide certain minimum standards, provisions and requirements for appropriate and acceptable design and minimum required criteria for homebuilders and homeowners implementing new construction within Star Trail.

The suggestions, recommendations and requirements expressed in these guidelines hinge upon final approval of plans by and at the discretion of Blue Star Allen Land, LP, a Texas limited partnership, as the Declarant through the New Construction Committee (NCC.)

These guidelines are compatible and in continuity with the requirements of the Town of Prosper and the Declaration of Covenants, Conditions and Restrictions (the "Declaration") of the Villages of Star Trail.

102 SCOPE

These guidelines are for the purpose of outlining the minimum requirements for residences in Star Trail as well as to assist homebuilders and homeowners in the design of their residences. The evaluation of each submittal to the NCC relates to matters of judgment and taste, which cannot be reduced to a simple list of measurable criteria. It is possible a submission may meet all guidelines and criteria listed below and still not receive approval, if in the judgment of the NCC its overall aesthetic impact is not acceptable. The approval of an application for one proposed improvement shall not be construed as creating any obligation on the part of the NCC to approve applications involving similar designs for proposed improvements pertaining to different lots. The role of the NCC is to insure that the overall quality level of Star Trail is maintained at the highest level possible while still allowing for each owner's individual taste in design, colors and materials.

200 PROCESS FOR CONSTRUCTION

SUBMITTAL OF MASTER PLAN SET

Prior to offering any plan for sale in Star Trail, all builders must submit a master set for review by the Villages of StarTrail NCC and McCauley Architects/Blue Star Allen Land, LP.

In cases of repetitive plans being offered for sale in the project, a one-time blanket approval for Builders, who own multiple lots, may be obtained for use at Star Trail.

In cases of individual modifications as might be requested by a prospective homeowner, an individual plan submittal for a specific lot/block will be required in each instance.

Each plan submitted for review under a Master Plan submittal shall include comprehensive construction plans and specifications which shall include, but not be limited to, the following items:

1. Architectural construction plans:

    a. Floor plans at ⅛"scale;
    b. Front elevations with finish notations at ⅛"=1 ft. scale; remaining elevations with finish notations at ⅛" = 1 ft. scale. All elevations should show dimensions with:

        i. %-age of Masonry and all exterior materials and textures;
        ii. Type, size and material of all openings;
        iii. Roof pitch and type of roofing material, and
        iv. Doors and windows.

2. Square footage (first and second floors):

    a. Air-conditioned space (living area).
    b. Other.

The NCC will release the plans submitted by the homebuilder for building permit after full plan review and approval by McCauley Architects/Blue Star Allen Land, LP.

No plan review will begin until the Master Plan submittal form(s), and complete plan sets are received.

NOTE: Approval of homebuilder plans and specifications by Blue Star Allen Land, LP does not release the homebuilder from fully complying with all applicable codes and requirements of the Town of Prosper. The review process of Blue Star Allen Land, LP is strictly for compliance with the design parameters as dictated in this document.

Allow four (4) weeks for processing architectural review of the Master Plan Set.

Should revisions to an individual plan/elevation be required, a re-submittal of the requested revised plans will be sent to the architect for approval and release prior to the submittal of any site plan for a specific lot/block.

201 MATERIAL SELECTIONS AND COLOR BOARD SUBMITTALS

Each builder shall prepare and submit a complete array of materials and colors to be offered to prospective homebuyers in Star Trail. This selections submittal shall contain the following:

- All brick colors and manufacturer
- Roofing material and color
- Siding material and color
- Trim color
- Garage door color/stain
- Shutter color, etc.

202 SITE PLAN SUBMITTALS

The homebuilder may start construction proceedings upon written receipt of an approved Master Plan submittal and an approved Site Plan submittal, specific to the requested lot/block. Such approvals to be granted contingent upon the receipt of all required permits from the Town of Prosper or other authorities having jurisdiction over the project.

For site plan approval, the homebuilder will submit the attached Site Plan Submittal form accompanied by a 1"=20' plan showing all dimensions, the location of the house on the Lot with all property lines, easements, setback and restriction lines, drives, walks, fences, walls and patios. After NCC plan approval has been issued, no adjustments to the location and siting of the dwelling on the lot are allowed without resubmitting a new site plan for approval by the NCC.

203 MINIMUM SQUARE FOOTAGE BY ZONING CLASSIFICATION

Type C Lots - Each **single story** dwelling constructed on a Type C lot shall contain a minimum of **2500 square feet** of floor space, maximum of **4600 square feet**; two story dwellings shall contain a minimum of **3000 square feet** of floor space, maximum of **4800 square feet**.

Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main building.

Type D Lots - Each single story dwelling constructed on a Type D lot shall contain a minimum of **3000 square feet** of floor space; two story dwellings shall contain minimum of **3500 square feet** of floor space. There are no limitations on maximum square footage on Phase 17 Type D lots.

Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main building.

204 FLOORPLAN AND ELEVATION REPETITION

A minimum of four (4) distinctly different home elevations shall be built on the same side of every street in Star Trail. (Town of Prosper Residential Standards, October 7, 2015.)

On all Star Trail lots on the same side of a village street, repeat of floor plans shall be limited to one in every three lots (ie. a minimum two (2) lot separation.)

On all Star Trail lots on the same side of a village street, repeat of elevation shall be limited to one in every four lots (ie. a minimum three (3) lot separation.)

Additionally, the condition for repeats on all lots shall be such that the same floor plan or elevation may not be built directly across a street OR directly behind but, rather staggered by two (2) lots with the plan repeat as described above. This restriction applies to both the front and side conditions of each lot.

The NCC will have final approval of floor plan, elevation and brick colors, pursuant to policy and procedures established by the NCC and any deviation to the above Plan and Brick Repeat Policy will be subject to NCC review for consideration of a possible variance.

******The NCC will maintain and provide a record of all plan, elevation and material selections by lot. The responsibility for the accuracy of all new plan submittals is the responsibility of the individual homebuilders.***

205 BRICK REPEAT RESTRICTIONS

On all Star Trail lots on the same side of a village street, repeat of brick shall be limited to one in every three lots (ie. a minimum two (2) lot separation.

Additionally, the restriction for brick repeats on all lots shall be such that the same brick/brick color may not be built directly across from OR behind but, rather

staggered by a minimum of two (2) lots. This restriction applies to both the front and side conditions of each lot.

Elevations featuring painted brick and stucco will adhere to the same repeat standards as stated above.

A minimum of a two lot separation on brick, a brick base color, brick shade and brick appearance from the front of the home. Brick repeats will be evaluated based on COLOR of brick, not simply manufacturer, name and shade. Any remote suggestion of similarity can be cause for denial of the submittal.

Repeats require at least a two lot separation. Specifically there must be at least two houses between similar bricks/brick shades/painted brick, etc

206 **PLATE HEIGHT**

Each Type C and Type D home shall have a minimum principal plate height of 10' on the first floor.

300 **LANDSCAPE REQUIREMENTS**

All landscaping will be in accordance with the requirements of PD 66/The Villages of Star Trail, these New Construction Guidelines and the general development standards as required by the Town of Prosper. Nothing herein shall be construed to be less than nor to reduce the requirements of the Town of Prosper.

PRESERVATION OF EXISTING TREES

Preservation and enhancement of any lot area retaining native vegetation is strongly encouraged. No trees measuring six inches (6") or more in diameter at a point four feet (4') above grade may be removed without written approval of the Declarant (such approval not to be unreasonably withheld.)

301 **IRRIGATION**

Irrigation will be required on all lots in Star Trail. The irrigation system shall be automatically controlled by a time clock and incorporate rain and freeze sensors to prevent water waste and ice formation.

302 **LANDSCAPE LIGHTING**

While not a requirement for any home built in StarTrail, if used, landscape lighting is to be low key and should be used to accent entrances and special features only. Overall high levels of light are not desired. Intensity should be no greater than that required for pedestrian safety, other than on landscape accent. The scale of this lighting should be at a residential level.

303 REQUIRED LANDSCAPE MATERIAL

LAWNS, FRONT, REAR AND SIDE

Yards (including front, side and rear) shall be completely sodded.

REQUIRED TREE PLANTINGS

All Phase 17 & 18, Type C and D lots within Star Trail must have a minimum of two (2) large trees in the front yard (species of tree from the following list.) Each large tree must be a minimum 4 caliper inches as measured at 12 inches above grade.

All Phase 17 & 18 lots, Type C and D must have a minimum 2 large trees in the rear yard.

All Phase 17 & 18 lots, Type C and D located on a street corner adjacent to a street must have additional large trees planted along the side yard @ 30' OC.

To satisfy the requirements of these guidelines, all large trees must be selected from the following list and be a minimum 4 caliper inches as measured at 12 inches above grade.

REQUIRED SHRUB PLANTINGS

In summary, all Star Trail lots must have shrubs planted to effect a foundation screen across the front and any side elevations of the home visible from a street or common area.

Town of Prosper Development Requirements specify a **minimum** of the following for each zoning classification:

Type C Lots, typical 10,260 square feet - Minimum 20, 3 gallon shrubs across the front elevation of the home.
Type D Lots, typical 11,610 square feet - Minimum 20, 3 gallon shrubs across the front elevation of the home.

In addition, shrubs and hedges shall be planted along any side elevation not screened from view of neighboring homes and streets by a privacy fence.

Corner lots adjacent to a street, including lots with a side elevation facing the front elevation of a home, will require large trees be planted along the side elevation at 30' OC. Shrubs will be required along the foundation to affect a screen.

Shrubs and hedges shall be minimum three (3)-gallon plants and shall be spaced or clustered in an appropriate manner to conceal or direct attention from any exposed foundation.

The following criteria should be considered when selecting plants for use within Star Trail:

2. Native species and evergreens;
3. Relatively resistant to insects and diseases;

4. Cold hardy material
5. Adaptability to existing soil conditions; and
6. Long life expectancy.

304 **PLANT LIST**

Particular attention should be paid to the individual soil conditions and soil preparation to provide adequate drainage for all planted vegetation.

Large Canopy Trees

1. Pecan
2. Southern Magnolia
3. Shumard Oak
4. Cedar Elm
5. Texas Ash
6. Bur Oak
7. Live Oak
8. Fruitless Sweetgum
9. Southern Live Oak
10. Sycamore
11. Red Oak
12. Chinese Pistache
13. Bald Cypress
14. Lacebark Elm
15. Eastern Red Cedar

Ornamental Trees

1. Aristocrat Pear
2. Crepe Myrtle
3. Mexican Plum
4. Yaupon Holly
5. Redbud
6. Roughleafed Dogwood
7. Texas Persimmon
8. Tree-Form Holly, e.g. Nellie R. Stevens Holly, Foster Holly
9. Desert Willow
10. Hawthorne
11. Ornamental Pear
12. Possumhaw Holly
13. Vitex
14. Taylor Juniper
15. Arizona Cypress

SHRUBS

1. Dwarf Glossy Abelia/Glossy Abelia
2. Juniper
3. Barberry
4. Texas Sage (Cenizia)
5. Dwarf Yaupon Holly
6. Dwarf Burford Holly/Burford Holly
7. Indian Hawthorne(?)
8. Cleyera
9. Nellie R. Stevens Holly
10. Sweet Viburnum
11. Willowleaf Holly
12. Dwarf Chinese Holly
13. Purpleleaf Japanese Barberry
14. Nandina
15. Encore Azalea(?)

STRUCTURES

400 ROOF AND ROOFING MATERIAL

On all residential lots in Star Trail, 65% of any composition roof shall maintain a minimum roof pitch of 8:12. If the surface area of any residential lot in StarTrail is built with clay tile, cement tile, slate or slate products, or metal roofing material, a minimum of 75% shall maintain a minimum roof pitch of 3:12. (Town of Prosper Development Requirements Chapter 4, Section 9.8 A.)

Roof structures shall be out of conventional frames or wood trusses. Maximum height of any structure in Star Trail is 40 feet. Town of Prosper requires a residential sprinkler system be installed in any structure over 35 feet in height.

Finish materials for pitched roofs must be consistent throughout the individual villages at Star Trail. Acceptable materials are flat cement tiles, barrel type cement tiles, barrel clay tile or architectural type dimensional fiberglass singles with a 30-year warranty.

Gutters and downspouts may be exposed only if painted properly to match the color or the fascia, wall or column

All exposed roof vents, valleys, flashing and pipes extending through the roof shall be painted the same color as the roof.

401 EXTERIOR WALLS

The following requirements apply to all exterior walls and all kinds of facade applications for all structures. All elements of all elevations shall complete a total and continuous design.

All materials must be in compliance with the local Building Code and any other local regulations of the Town of Prosper.

Exterior wall finishes shall be consistent in color schemes, texture, composition and character throughout the individual villages at Star Trail. All exterior finishes will be subject to review and approval by the NCC. Walls with any type of exposed modular units will not be permitted.

100% masonry (brick, stone or stucco) on all front elevations. No siding of any kind will be allowed.

Housing elevations visible from any adjoining street, community entry, open space, common area, park, greenbelt shall be 100% brick, stone or stucco (**no siding of any kind will be allowed**).

Acceptable finishes are the following:

A. Brick: except gray brick, which is not permitted. Brick may be painted with the approval of the NCC as to color.
B. Stone
C. Cementatious lap siding (no more than 20% max on Type C and Type D lots) 100% masonry on all front elevations. NOTE: Cement fiber

products may not be used in meeting the 70%-80% masonry requirement except in recessed and/or cantilevered features. Examples are porches, dormers, etc.

D. Stucco (smooth, skip trowel or shot blast, as examples); and

E. Other finishes permitted by the Town of Prosper subject to ARC approval.

Please refer to the Attached Exhibit for specific masonry requirements by lot and elevation.

402 BALCONY PLACEMENT

No rear facing balconies will be allowed on any lots in Star Trail except those lots that back/side to a park, greenbelt or street.

403 WINDOWS

All window framing will be bronzed, cream, black, sand or white anodized aluminum, vinyl or wood.

Window shutters, as an architectural design element, may be approved on a plan by plan basis.

No reflective window coverings or treatments shall be permitted at Star Trail. The ARC, at its discretion, may control or prohibit window coverings and treatments not reasonably compatible with aesthetic standards of the area.

404 EXTERIOR WALL COLORS

When finish materials for the exterior of the structures require painting, the color selection shall be based on compatible colors throughout the individual villages at Star Trail.

Homebuilders will offer color schemes and paint colors previously approved by the NCC.

In no circumstance shall two (2) houses of identical brick and paint color packages be permitted on adjacent lots fronting the same road. See Section 205 for additional considerations on brick/color repeats.

405 GARAGES AND DRIVEWAY MATERIALS

All StarTrail homes shall have a minimum of one (1) two (2) car garage but no more than two (2) two (2) car garages. Each garage must meet a 400 square feet minimum.

No carports shall be permitted.

No garage door directly facing a street shall be less than 25 feet from the property line.

Garage doors directly facing a street shall not occupy more than fifty percent (50%) of the width of the front façade of the house.

Homes may feature up to a three (3) car garage provided all three bays not face the street but are split in a two/one configuration.

Garage door stain will be selected from builder's approved color selection.

No standard, traditional steel garage doors, painted or stained, will be allowed on any lot in Star Trail.

Doors must be constructed of a material that gives the appearance of a real wood door when viewed from any community street. Materials may consist of paint or stain grade wood (Cedar, Ash, Hemlock, etc.) or other material, including fiberglass or steel, that when stained or painted gives the appearance of a real wood door.

Doors may be single or double wide doors.

Additionally, two of the following upgrades must be incorporated:

If single doors, doors must be separated by a masonry column.

Garage doors may be "carriage style door" designs giving the appearance of a classic swing-open design with the flexibility of an overhead door operation.

Doors may incorporate decorative hardware.

Doors may incorporate windows.

DRIVEWAYS

All Star Trail Phase 17 residential lots will feature **driveways** constructed of 60mm Belgard Brick pavers installed in a herringbone pattern. Color of paver is Fossil Beige, Pewter or Antique Pewter..

All Star Trail Phase 18 residential lots will be a salt finish natural concrete with stain colors to be approved by NCC prior to construction.

403 DOORS

Screen doors shall be compatible with the design and color of the home.

Entrance doors shall be compatible with the house design. Material shall be solid wood, fiberglass or metal insulated type.

404 AWNINGS

Awnings are prohibited in Star Trail.

405 DETACHED STRUCTURES

Any free standing structure contemplated for a property, such as, but not limited to, a pavilion, a gazebo, platform, doghouse or dog run, playhouse, cabana, etc. must be submitted for approval with the required drawings and information. Approval will be granted only upon the merit of the structure, its location within the standard building setbacks for the particular zoning, its compatibility with the main house and its desirability for the neighborhood.

No free standing garage, garage apartment, storage or guest house will be allowed in Star Trail.

406 FENCING

Fencing is required in Star Trail per the attached exhibit. Certain sections/types of fencing will be installed by the developer, as noted. The remaining fencing is the requirement of the builder.

Fencing guidelines are as follows:

Land Adjacent to Public Park/Public Hike and Bike Trail

Require a decorative wrought iron fence, minimum 4 foot in height, abutting said public area. (PD-66 as Amended May, 2017)

Fencing on all other residential lots will be constructed of masonry, iron or cedar per the developer requirements as shown on the attached fencing exhibit.

Masonry will only be allowed on lots adjacent to or abutting HOA-owned common area lots.

If cedar fencing is required, the fence will be built with a top rail and shall be supported with galvanized steel posts, 8 foot OC. all cedar fencing will be typical board-on-board per the attached exhibit.

All residential lots located on a corner adjacent to a street shall require either decorative metal or board-on-board fencing along the sideyard adjoining the street with masonry columns, placed at 21 feet OC. A detail of the required masonry column is attached. All other fencing on a corner lot (ie. rear and lot-to-lot side) may be board-on-board provided said fencing is not abutting public park or hike/bike trail/public areas which require decorative iron.

In deciding how to "face" the cedar fencing, unless otherwise stipulated by Town of Prosper guidelines or PD 66, the first homebuilder building will set the standard for fence facings (ie. posts in or out.) Adjacent homes will adhere to this standard unless an agreement is reached on double facing any fence section.

ALL WOOD FENCING WILL BE A CONSISTENT COLOR THROUGHOUT STAR TRAIL.

IF THE FENCE PANELS ARE PRE-STAINED, IE. ACE FENCING:

The stain is: Seal Rite- Medium Brown also known as Pecan, an oil base, semi-transparent stain that offers a natural look.

IF THE FENCE PANELS ARE NOT STAINED PRIOR TO INSTALLATION:

The stain may be purchased directly from Ace OR be color matched at Sherwin Williams, Home Depot, Lowes while making sure it is oil based.
If purchasing the stain, use "Ready Seal, Medium Brown, Color number OS-015B."

FENCING RETURNS:

All lots requiring board-on-board sideyard fencing will also require a board-on-board return to the house.

All lots requiring wrought iron fencing require a wrought iron return to the house.

Fencing specifications by lot as outlined on the attached color exhibit carry the following specifications:.

The fencing setbacks for the four StarTrail lot classifications are as follows:

*Type C/76' lot zoning - no fencing shall extend beyond a point fifteen feet (15') behind the front wall plane of the structure into the front yard.

*Type D/86' lot zoning - no fencing shall extend beyond a point fifteen feet(15') behind the front wall plane of the structure into the front yard.

407 AIR CONDITIONERS

No window or wall air conditioning units will be permitted on any building in Star Trail.

Outside condensing units (compressors) which are not located within a privacy fenced area shall be entirely screened by shrubbery, a solid privacy enclosure or through

building orientation. Appropriate access and service space will be provided; however, such access shall never be visible from the street(s). This screening requirement shall also apply to pool equipment located outside a privacy fenced area.

408 FIREPLACES AND CHIMNEYS

Unless an alternate material is approved by the Town Council of Prosper, the exterior cladding of any chimney must be 100% masonry constructed of either brick, natural stone or stucco. Town of Prosper October, 2015

409 SWIMMING POOLS, ALL OUTDOOR STRUCTURES

Any construction that affects the exterior of a Star Trail home including construction of a pool, gazebo, trellis, etc. under the supervision of the homebuilder shall be subject to the review and approval of the NCC. Pool equipment shall be screened by shrubbery if located outside a privacy fenced area.

410 MAILBOXES

The Town of Prosper, under direction from the USPS, will require Cluster Mailboxes in Star Trail. An 8-16 box cluster design will be used in Star Trail Phases 17 & 18, to be installed by BSAL. Specific location(s) to be published prior to Substantial Completion.

Villages of Star Trail
New Construction Review Application

Once builder has submitted and received comments/approval of a Master Plan submittal(s), with materials and colors to be offered in Star Trail, subsequent submittals for construction will not require a second full set of plans. Builders may subsequently submit one (1) copy of this completed form and one (1) scaled site plan (1"=20') indicating adherence to all setbacks, location of HVAC equipment and fencing material/placement for each new release. Any revisions to an existing approved floorplan and/or elevation per the Master Plan submittal set will require a full set of plans be submitted for review/ approval.

This applicant acknowledges and agrees the New Construction Committee (NCC) and the Villages of Star Trail HomeOwners Association, Inc. (HOA) assume no liability resulting from the approval or disapproval of any plan(s) submitted by the applicant. The NCC and the HOA have no liability and make no representations regarding the adequacy or quality of any submitted plans or whether such plans comply with any or all local, state or national governmental requirements.

Builder/Applicant: _____ Date: _____

Contact: _____ Telephone: _____

Zoning Classification: ____ Phase: __ Lot/Block: ____ Street Address: _____

Plan Name/Number: _____ Elevation: _____

Total A/C Sq. Footage: _____ 1st Floor A/C: _____ 2nd Floor A/C: _____

Released as (Check one) Model: _____ Spec: _____ Build-to-suit: _____

MATERIAL SCHEDULE AND COLOR SELECTIONS

SIDING:

Wood: ____ Manufacturer & Stain/Paint Color: _____

Cementatious: _____ Manufacturer/Color: _____

All materials and colors must be submitted and approved prior to construction in StarTrail. All minimum masonry requirements must be met per elevation. Cementatious siding may not be included in meeting the required masonry percentage per elevation. In calculating the maximum siding per elevation, all windows surrounded by siding will count the window square footage as siding.

MASONRY:

Stone: _____ Color: _____

Stucco: _____ Color: _____

Brick: _____ Manufacturer/Color: _____

NCC Submittal Application
Page Two

ROOFING:

Composition: ____ Manufacturer/Color: _____

Tile: _____ Manufacturer/Color: _____

GARAGE DOOR PAINT/STAIN: Manufacturer/Color: _____

General Comments: _____

_____

MATERIAL AND COLOR APPROVALS:

SIDING %-AGE FRONT: _____ **REAR:**_____ **LEFT ELEVATION:** _____ **RIGHT ELEVATION:**_____

MASONRY %-AGE FRONT: _____ **REAR:** _____ **LEFT ELEVATION:** _____ **RIGHT ELEVATION:** _____

COLORS:

SIDING: **WOOD PAINT:** _____ **WOOD STAIN** _____

CEMENTATIOUS: _____

GARAGE DOOR STAIN: _____

MASONRY: **STONE:** _____ **BRICK:** _____ **STUCCO:** _____

ROOFING: _____

COMMENTS: _____

_____

_____

_____

REVIEWED ON: _____ **BY:** _____

POLICIES, RULES and GUIDELINES

Denton County
Juli Luke
County Clerk

Instrument Number: 107726

ERecordings-RP

MISCELLANEOUS

Recorded On: October 04, 2023 01:17 PM

Number of Pages: 230

" Examined and Charged as Follows: "

Total Recording: $942.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	107726
Receipt Number:	20231004000294
Recorded Date/Time:	October 04, 2023 01:17 PM
User:	Calinda B
Station:	Station 20

Record and Return To:

Simplifile

STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

FIRST SUPPLEMENT TO THE
NOTICE OF RESTRICTIVE COVENANTS FOR
VILLAGES OF STAR TRAIL

[Legislative Policies; Assessment Collection Policy; Leasing and Occupancy Rules; First Amendment to Leasing and Occupancy Rules; Covenant Enforcement Policy and Fining Schedule; Amended Design Guidelines]

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

THIS FIRST SUPPLEMENT TO THE NOTICE OF RESTRICTIVE COVENANTS FOR VILLAGES OF STAR TRAIL (this "First Supplement") is made this 2nd day of October, 2023, by the Villages of Star Trail Homeowners Association, Inc. (the "Association").

W I T N E S S E T H:

WHEREAS, Blue Star Allen Land, L.P. (the "Declarant") prepared and recorded an instrument entitled "Declaration of Covenants, Restrictions and Easements for Villages of Star Trail" on or about December 7, 2016, as Instrument No. 20161207001660140 of the Real Property Records of Collin County, Texas, and on or about May 25, 2023, as Instrument No. 2023-53900 of the Real Property Records of Denton County, Texas (the "Declaration"); and

WHEREAS, the Villages of Star Trail, Phase 10, was subjected to the restrictive covenants contained in the Declaration pursuant to the Supplemental Declaration of Covenants, Conditions and Restrictions for Villages of Star Trail which was recorded on or about May 17, 2023, as Instrument No. 2023000054041 of the Real Property Records of Collin County, Texas and on or about May 17, 2023, as Instrument No. 2023-50383 of the Real Property Records of Denton County, Texas and (the "Supplemental Declaration"); and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the development is located; and

WHEREAS, on or about May 25, 2023, the Association recorded a Notice of Restrictive Covenants for Villages of Star Trail as Instrument No. 2023-53900 of the Real Property Records of Denton County, Texas (the "Notice"); and

WHEREAS, in order to comply with Section 202.006 of the Texas Property Code, the Association desires to supplement the Notice to record the dedicatory instruments attached hereto as **Exhibit "A"**.

NOW, THEREFORE, the dedicatory instruments attached hereto as **Exhibit "A"** are true and correct copies of the originals and are hereby filed of record in the Real Property Records of Denton County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this First Supplement to be executed by its duly authorized agent as of the date first above written.

VILLAGES OF STAR TRAIL HOMEOWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

By: _____
Name: Kerry Harrington
Title: Treasurer

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Collin §

BEFORE ME, the undersigned authority, on this day personally appeared Kerry Harrington, the Treasurer of the Villages of Star Trail Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 2nd day of October, 2023.

FRANCES WILL
My Notary ID # 3290398
Expires May 22, 2025

Frances Will
Notary Public in and for the State of Texas

5-22-2025
My Commission Expires

Collin County
Honorable Stacey Kemp
Collin County Clerk

Instrument Number: 2022000171468

eRecording - Real Property

HOMEOWNERS ASSOC DOCS

Recorded On: December 01, 2022 10:11 AM

Number of Pages: 181

" Examined and Charged as Follows: "

Total Recording: $742.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	2022000171468
Receipt Number:	20221201000172
Recorded Date/Time:	December 01, 2022 10:11 AM
User:	Olivia C
Station:	Station 2

Record and Return To:

Simplifile

STATE OF TEXAS
COUNTY OF COLLIN

I hereby certify that this Instrument was FILED **In the File Number sequence on the date/time printed hereon, and was duly** RECORDED **in the Official Public Records of Collin County, Texas.**

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX

Stacey Kemp

THIRD SUPPLEMENT TO THE
NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR VILLAGES OF STAR TRAIL
[Amended Design Guidelines]

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

THIS THIRD SUPPLEMENT TO THE NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR VILLAGES OF STAR TRAIL (this "Third Supplement") is made this 26th day of October, 2022, by the Villages of Star Trail Homeowners Association, Inc., a Texas nonprofit corporation (the "Association").

WITNESSETH:

WHEREAS, Blue Star Allen Land, L.P. ("Declarant") recorded that certain Declaration of Covenants, Restrictions and Easements for Villages of Star Trail on or about December 7, 2016, as Instrument No. 20161207001660140 of the Real Property Records of Collin County, Texas, as amended and supplemented (the "Declaration"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development subject to the Declaration, which development is more particularly described in the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the development is located; and

WHEREAS, on or about July 26, 2006, the Association filed a Notice of Filing of Dedicatory Instruments for Star Creek as Document No. 20060726001056620 of the Real Property Records of Collin County, Texas (the "Notice"); and

WHEREAS, on or about July 26, 2018, the Association filed a First Supplement to the Notice of Filing of Dedicatory Instruments for Star Creek as Document No. 20180726000928900 of the Real Property Records of Collin County, Texas (the "First Supplement"); and

WHEREAS, on or about June 28, 2022, the Association filed a Second Supplement to the Notice of Filing of Dedicatory Instruments for Star Creek as Document No. 2022000100884 of the Real Property Records of Collin County, Texas (the "Second Supplement"); and

WHEREAS, the Association desires to again supplement the Notice record the dedicatory instrument attached hereto as **Exhibit "A"**.

NOW, THEREFORE, the dedicatory instrument attached hereto as **Exhibit "A"** is a true and correct copy of the original and is hereby filed of record in the Real Property Records of Collin County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Third Supplement to be executed by its duly authorized agent as of the date first above written.

VILLAGES OF STAR TRAIL HOMEOWNERS ASSOCIATION, INC.,
a Texas nonprofit corporation

By: George Mitchell
Name: George Mitchell
Title: President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared George Mitchell the President of the Villages of Star Trail Homeowners Association, Inc., 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 on behalf of said nonprofit corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 26th day of October 2022.

Notary Public, State of Texas

2-10-26
My Commission Expires

KERRY HARRINGTON
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 02/10/26
NOTARY ID 1101256-6

Exhibit "A"

Amended Design Guidelines

VILLAGES OF STAR TRAIL
AMENDED DESIGN GUIDELINES

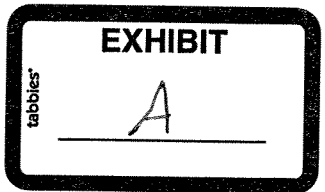


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VILLAGES OF STAR TRAIL AMENDED DESIGN GUIDELINES

July 2022

VILLAGES OF STAR TRAIL HOMEOWNERS ASSOCIATION, INC.

INTRODUCTION

The initial Design Guidelines of the Villages of Star Trail Homeowners Association, Inc. (the "Association") were recorded as Exhibit E to the Declaration of Covenants, Conditions and Restrictions for Villages of Star Trail (the "Declaration"). Article X, Section 10.3(a) of the Declaration provides that the Board has the authority to amend the Design Guidelines. Pursuant to this authority, the Board desires to replace the initial Design Guidelines with these Amended Design Guidelines.

It is the desire of the Board of Directors of the Villages of Star Trail Homeowners Association, Inc. to assist and guide homeowners in modifying and improving their property in a manner consistent with the Declaration and these Amended Design Guidelines in a fair and collaborative manner. These Amended Design Guidelines are an informative tool that property owners use to help enhance their property while ensuring a continuity of design is maintained throughout the community. From the beginning, all Star Trail homebuilders were held accountable to certain design standards which were applied to all new construction. However, once the builder's ownership changed hands, this accountability is transferred to the homeowner. As Star Trail continues to mature and properties continue to change ownership, it is important that this same "thread" of continuity is maintained and evident throughout all modifications and improvements.

Some design standards are mandated, though all homeowners should know, the Modifications Committee reviews each submission and reserves the right to make discretionary judgments concerning each submission. Discretionary approvals made by the Modifications Committee shall not represent or constitute a binding precedent since no two or more properties are likely to be alike.

ARTICLE I

ESTABLISHMENT AND JURISDICTITION

Per Article X of the Star Trail Conditions, Covenants and Restrictions, the architectural modification review process shall be handled by the Modifications Committee:

Architectural Review

Responsibility for administration of these Amended Design Guidelines and review of all applications for construction and modifications under this Article shall be handled by the Modifications Committee (collectively, the "Committee"). The Board of Directors may establish reasonable fees to be charged by the Committee on behalf of the Association for review of applications hereunder and may require such fees to be paid in full prior to review of any application

New Construction Committee - The New Construction Committee ("NCC") shall consist of at least three (3) and no more than five (5) persons and shall have exclusive jurisdiction over all original construction on any portion of the Property. The NCC shall also have exclusive jurisdiction over all modifications, additions, or alterations to existing improvements until and unless the Board establishes the Modifications Committee. During the Development Period, the Declarant retains the right to appoint and remove in its sole discretion all members of the NCC who may be representatives of the Declarant. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant and recorded in the Collin County Deed Records. Upon the expiration of such right, the Board shall appoint the members of the NCC, who shall serve and may be removed at the sole discretion of the Board.

Modifications Committee – The Board of Directors may establish a Modifications Committee (MC) to consist of at least three and no more than five persons, all of whom shall be appointed by, and shall serve at the discretion of, the Board of Directors. Members of the MC may include architects or similar professionals who are not Members of the Association, but cannot be a current board member, a current board member's spouse, or a person residing in a current board member's household. The MC, if established, shall have exclusive jurisdiction over modifications, additions or alterations made to existing structures on Lots or structures containing Lots and the open space, if any, appurtenant thereto.

Procedure for Approval.

(a) Each of the following documents must be submitted to the Association's New Construction Committee or the Modifications Committee, which ever applies, and such party's approval must be obtained, prior to the document's submission to the City or implementation:

(i) A completed application;

(ii) final survey;

(iii) detailed description of the modification;

(iv) showing the nature, kind, shape, height, materials and location of all landscaping and improvements on each Lot, and specifying any requested variance from the setback lines, location or other requirements set forth in this Declaration, and, if requested by the New Construction Committee ("NCC") or the Modifications Committee ("MC"), samples of proposed construction materials and/or color swatches.

ARTICLE II

ARCHITECTURAL STANDARDS AND MODIFICATION GUIDELINES

General. No structure shall be placed, erected, or installed upon any Lot and no improvements (including staking, clearing, excavation, drainage, grading and other site work, exterior alteration or modification of existing improvements, change in exterior paint colors, and planting or removal of landscaping materials) (collectively, the "Work") shall take place except in compliance with Article X of the Declaration and these Amended Design Guidelines. Notwithstanding the above, an Owner may repaint the exterior of a structure in accordance with originally approved color scheme without first seeking approval. In addition, no prior approval shall be required to remodel, repaint or redecorate the interior of structures on a Lot. However, modifications to the interior of screen porches, patios and similar portions of a Lot visible from outside the Lot shall be subject to prior approval in accordance with this Article. The Amended Design Guidelines may provide for further exceptions to the prior approval requirement of Section 10.3 of the Declaration.

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

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

Per Article X of the Declaration, the Guidelines and Procedures are as follows:

Guidelines and Procedures

Plans and specifications showing the nature, kind, shape, color, size, materials and location of all proposed construction and modifications, shall be submitted to the appropriate committee for review and approval (or disapproval). In reviewing each submission, the NCC or MC may consider (but shall not be limited to consideration of) visual and environmental impact, ecological compatibility, natural platforms and finished grade elevations, the quality of workmanship and design, harmony of external design with surrounding structures and environment, location relation to surrounding structures and plant life, architectural merit and compliance with the general intent of these Amended Design Guidelines, the general scheme of development for the Property, and any other aspect of construction, landscaping and property use that may affect the general value and appearance of the Property.

The NCC or MC shall, shall, within ten (10) days after receipt of each required submission of Plans, advise the party submitting the same, in writing, at an address specified by such party at

the time of submission, if the submission is incomplete. The NCC or MC, as applicable, shall, within thirty (30) days after receipt of each required and complete submission of Plans, advise the party submitting the same, in writing, at an address specified by such party at the time of submission of (i) the approval of Plans or (ii) the disapproval of Plans, specifying the segments or features of the Plans which are objectionable and suggestions, if any, for the curing of such objections. In the event the NCC or MC fails to advise the submitting party by written notice within the time set forth above of either the approval or disapproval of the Plans, the approval shall be deemed denied. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Declaration or these Amended Design Guidelines unless a variance has been granted in writing by the NCC or MC pursuant to Section 10.5 of the Declaration.

The Owner shall have the right to appeal the NCC or MC's decision to the Board. To perfect the right to appeal the NCC or MC's decision, a written notice of appeal must be received by the Board within thirty (30) days after the date of the written notice to the Owner of the results of the hearing. The Board shall hold a hearing not later than the 30th day after the date the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. Only one hearing is required. During a hearing, the Board and the Owner will each be provided the opportunity to discuss, verify facts, and resolve the denial of the Owner's application or request for the construction of improvements, and the changes, if any, requested by the NCC or MC. The Board or the Owner may request a postponement. If requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties. The Association or the Owner may make an audio recording of the meeting. The Board may affirm, modify, or reverse, in whole or in part, any decision of the NCC or MC as consistent with the Declaration.

No Waiver of Future Approvals. The approval of the NCC or MC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval or consent.

Variance. The NCC or MC may authorize variances from compliance with any of the guidelines and procedures when circumstances such as topography, natural obstructions, hardship or aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate, and no variance shall (i) be effective unless in writing; or (ii) prevent the NCC or MC from denying a variance in other circumstances. For purposes of this section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship requiring a variance.

Limitation of Liability. Review and approval of any application pursuant to this Article are made on the basis of aesthetic considerations only and neither the NCC nor the MC shall bear

any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Each Owner or Builder is encouraged to obtain his own soil tests, foundation reports, engineering studies or other similar test reports or studies which he deems necessary or advisable with respect to his Lot. Neither the Declarant, the Association, the Board of Directors, any committee, or member of any of the foregoing, shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Lot.

Enforcement. Any construction, alteration or other work done in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board or the Declarant, Owners shall, at their own cost and expense, remove such construction, alteration or other work or bring it into compliance. Should an Owner fail to remove or correct as required hereunder, the Board or its designees shall have the right to enter upon the Lot and remove or cure the violation. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the nonconforming Lot and collected as a Special Individual Assessment pursuant to Section 9.4 of the Declaration.

Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and these Amended Design Guidelines may be excluded by the Board from the Property, subject to the notice and hearing procedures contained in the Bylaws. In such event, the Association, its officers, or directors shall not be held liable to any person for exercising the rights granted by this paragraph.

In addition to the foregoing, the Board of Directors and/or Declarant shall have the authority and standing on behalf of the Association, to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the NCC and MC.

The establishment and jurisdiction of the Modifications Committee (MC) is outlined in the Declaration under Article X, Section 10.2(b), "Modifications Committee."

ARTICLE III

APPLICATION PROCEDURES

It is the responsibility of the Owner and contractor employed by the Owner to determine if a proposed modification is structurally and mechanically sound and designed and constructed in compliance with applicable building codes, fire codes, other laws or regulations and sound construction practices. The Association, nor its duly appointed committees or members and employees, shall be liable for damages or otherwise because of the approval or non-approval of any modification.

Modifications are not to commence until the submission has been reviewed and approved by the MC. Owners who proceed with modifications (including but not limited to the types mentioned in this document) without obtaining prior approval do so with the full knowledge that the modification is not in compliance. Said Owners are subject to the remediation specified in the governing documents up to and including fines, liens and removal of the modification at the Owner's expense.

MC approval is required prior to obtaining any required permits from the Town of Prosper. Obtaining a permit from the Town of Prosper does not constitute a basis for approval by the MC.

In the event there appears to be a conflict in the interpretation of these Amended Design Guidelines and the Declaration, the Declaration will control.

The "steps" listed below describe the sequence of events necessary to complete the review process:

Review the applicable section of these guidelines for information pertaining to the specific modification request.

(i) Obtain modification application forms (available on-line or from the Association office) and submit all required documentation online.

(ii) The modification application form shall include required supportive material (i.e., drawings pictures, plats, etc.). To facilitate the MC's review process, the Owner is encouraged to include additional supportive material as necessary. ***PLEASE*** make certain the application is complete and all supportive information is included. ***An incomplete submittal will not be reviewed by the Committee.***

(iii) The location of the device or structure drawn in on a survey plat.

(iv) The results of the NCC or MC's decision will be communicated to the Owner within 30 days following submission of the application. The NCC/MC will make a reasonable effort to expedite the review process.

NOTE: THE ITEMS LISTED BELOW ARE HIGHLIGHTS, GUIDELINES AND INTERPRETATIONS OF THE DEED RESTRICTIONS, INITIAL USE RESTRICTIONS AND GENERAL BOARD POLICIES. OWNERS ARE URGED TO REFER TO THESE DOCUMENTS FOR SPECIFIC INFORMATION. THE BOARD MAY REVISE OR AMEND THESE AMENDED DESIGN GUIDELINES FROM TIME TO TIME.

ARTICLE IV

MODIFICATION TYPES

Section 4.1 – Artificial Plants & Turf

The use of artificial plant material is not permitted within the Property. The only exception to this policy is for wreath/door decorations in residential neighborhoods.

Front and side yards visible from the street outside of fencing shall be solid sod if not in planting bed. Sod is defined as live vegetation consisting of typically short plants with long, narrow leaves and a root system.

Artificial turf may be permitted for residential use behind back yard fencing. If a Lot has wrought iron fencing, artificial turf may still be permitted if properly screened from view pursuant to the screening policy outlined below. The addition of turf is an exterior modification and will require the submittal of a residential modification application *that includes a sample description of the artificial turf* intended to be used and a material/installation plan that complies with the criteria outlined below. The MC will review when the application is complete. No altercation to the exterior elements of the Lot may take place until the MC approves the application.

Criteria:

- No person may interfere with the established drainage pattern or grading pattern over any portion of a property unless adequate alternate provision for property drainage has been obtained by licensed engineer and proper city permits obtained.
- Must provide a drainage plan.
- The backing of the artificial turf should be coated with polyurethane material. The artificial grass itself should be made from a polyurethane material as it has the most realistic appearance, be a shade of natural green and be fade resistant/UV protected and weather resistant. Artificial turf must be professionally installed, and the installation shall include a bender border, acrylic antimicrobial infill sand and nailed down. All products used must be 2-way soluble meaning water can move both directions through the turf.
- A row of deciduous shrubs will be required along wrought iron fencing for screening purposes.
- No art designs made of artificial turf.

Maintenance:

Artificial turf must be properly maintained and replaced when it becomes worn.

Section 4.2 - Antennas, Satellite Dishes, and Exterior Weather Devices

Generally, any external antenna, receiver, or satellite dish, other than those specifically required for television and/or internet reception, are prohibited in the Property.

(i) Lightning Rods:

- Requests for lightning rods must be submitted and will be reviewed and approved on a case-by-case basis. They must compliment the house and roof line and may not be taller than 24".
- Care should be taken in reviewing the location of any weather device that may be viewed by neighboring properties or a Common Area.

(ii) Satellite Dishes:

Typical satellite dishes for TV reception will comply if the following conditions are met:

- Every effort must be made to install receiving devices in the least conspicuous location on the Lot at which an acceptable quality signal can be received and is not visible from a public street bordering the Lot or is screened from view.
- Dishes should not be placed in prominent visual locations, such as on top of the chimney, fence, balcony railing or roof ridge.
- Satellite dishes shall be installed on the roof, near a chimney, on the rear 50% of the residence.
- No dish on the residence shall be larger than one (1) meter in diameter.
- Dishes may not encroach upon any public or Common Area or any adjacent property.
- The color of the satellite dish should be compatible with the color of the residence on the Lot.

Section 4.3 – Awnings, Screens, Screen Doors and Storm Doors

(i) Awnings:

- Awnings are not permitted in the Property.

(ii) Screens:

- Generally, any screens, other than those approved and installed by the homebuilders at the time of original construction, must be submitted for review and approval by the MC.
- All operable windows on the front elevation must be screened and free of tears.
- Screens intended for windows shall be integral with the window, earth toned in color and complementary of the house. Bright silver/aluminum screens are not appropriate.
- There are a limited number of approved colors which can be obtained from the Association's property manager. All screens on a Lot must be of the same color.

Note: approval is not required to replace/repair damaged screens with a material that matches the color of the original installation.

(iii) Screen Doors:

- To preserve community continuity, only retractable (i.e., "invisible") type screen doors shall be permitted on the front elevation.

(iv) Storm Doors:

- Storm doors must be full-length clear glass if visible from the street in front of the property. Anything other than full-length clear glass is subject to review and approval by the MC. The doorframe must be earth-toned, without ornamentation or grill work.

Section 4.4 – Barbeque Pits, Permanent Grills and Outdoor Fireplaces

Any permanent outdoor fireplace/barbeque pit or grill will require a building permit from the Town of Prosper.

Any submittal must follow the Town of Prosper building and fire codes for consideration by the MC.

Please refer to "Exhibit A" for setback requirements.

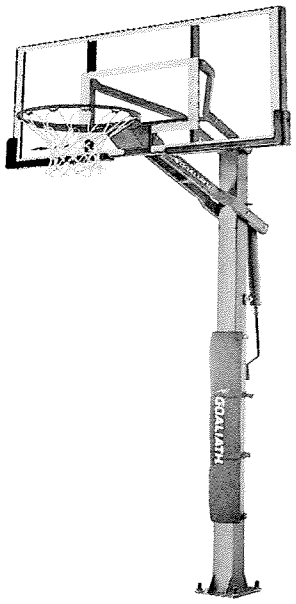
- Attached and/or Free-Standing Units:
    - All units must compliment the architectural style of the home,
    - All units must be constructed of 100% masonry, utilizing materials that match the original construction of the residence.

Section 4.5 – Basketball Goals and Backboards

General: There is a limit of one goal of any type per Lot.

(i) Permanent In-Ground Basketball Systems:

- Must be submitted for approval prior to installation. Submittal must include a brochure and the proposed location on a scaled survey plat.
- Backboard must be transparent.
- Goal is only allowed in front and side yards, outside of fence and the concrete pad cannot be larger than 18" square.
- System should be a brand similar to Spalding Pro In-Ground Acrylic Basketball Hoop or Goaliath Prodigy Tempered Glass In-Ground Basketball System. Example is shown below.



- Sport courts are not permitted in the Property.

(ii) Permanent-Mounted Backboards:

- Must be submitted for approval prior to installation. Submittal must include a brochure and the proposed location on a scaled survey plat.

- Permanent mount backboards will only be allowed on homes with a 3-car garage (2/1 split not tandem)
- Backboards mounted on the front elevation of the residence must be mounted so as to be perpendicular vs. front facing the street in front of the Lot.
- Backboards must be mounted to avoid balls going into an adjacent Lot, street, or alley.
- Backboards must be transparent.
- Backboard must be regulation size, 42 inches high and 72 inches wide.
- Backboard supports must be black fiberglass or metal.

(iii) Portable Basketball Goal:

- System must be located so as to avoid balls going into an adjacent Lot, street, or alley.
- Portable Goals must be placed perpendicular vs. front facing the street in front of the Lot on the driveway.
- System must never be placed in any street or cul-de-sac. System must be always located on owner's Lot.

Section 4.6 – Birdhouses, Feeders, Fountains, Statues and Sculptures

(i) Birdhouses and Feeders:

- Birdhouses must be located in the back or side yard and must not be visible from the street in front of the Lot.
- Pole-mounted birdhouses and feeders must not exceed 6 feet in pole height and the house may be no larger than 12 inches x 12 inches square.
- Pole material is to be limited to wood or metal and must be painted earth tone or the dominant trim color of the residence.
- One pole-mounted birdhouse or feeder per residence.

(ii) Fountains, Planters, Statues and Sculptures:

- Fountains, planters, statues and sculptures that are to be placed in a location visible from any street or adjoining Lot must be submitted and approved by the MC.

Section 4.7 – Clotheslines and Clothesline Supports

Exterior clothesline and clothesline supports are not permitted.

Section 4.8 – Decks, Patios, Trellis, Gazebos and Arbors

Locations shall be confined to the side or rear yard and be located in conformance with the established building setbacks, see *Exhibit "A".*

(i) Decks and Patios:

- Decks that are elevated in such a manner where a "skirt" is necessary may also be required to install non-deciduous (evergreen) shrubbery around the perimeter of the deck concealing the skirt from view of adjoining properties.
- Decks and patios may not alter the lot drainage plan or divert runoff to an adjacent Lot or Common Area.

- Decks and patios require a Town of Prosper building permit, which should be obtained following MC approval. Owners should consult the Town of Prosper website for any specific requirements.

(ii) Gazebos and Arbors:

- Gazebos and arbors shall be proportionate in size to the main residence but in no case shall they exceed 12 feet in height above grade.
- They must be located within building setbacks such that the outermost edge of the structure is not within the setback and not positioned on any part of an easement.
- If painted, color shall match or be consistent with the trim color of the main residence. If stained, color used should be a natural wood-tone.

(iii) Trellises:

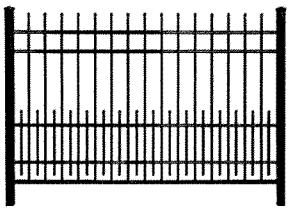
- A trellis should be a "continuation" or a complement of the architectural style of the residence (both in design, color and materials).
- No structure will exceed an overall height of 8'-0" (above grade).
- No trellis will be attached to any fence.

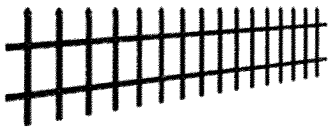
Section 4.9 – <u>Puppy Bars and Dog Runs</u>

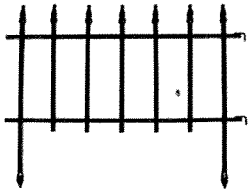
(i) Dog Runs:

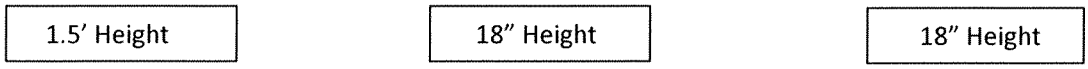
- The location and materials to be used in the construction of a dog run requires MC approval. Strong consideration will be given to the distance between neighboring Lots and the potential impact the run might have on these Lots.
- Dog runs must be contained within privacy fencing.
- Run enclosures may not be taller than the yard fence.
- Runs within opaque 6-foot fences may be of chain link.
- It is strongly suggested that all dog runs have natural groundcover or be paved with concrete or pea gravel AND provide a fully shaded area for the animal.

(ii) Puppy Bars: To enclose the gap between the base of the wrought iron fence and ground for the purpose of keeping animals in or out of a yard, garden edging may be utilized. Edging must be a black powder coated galvanized steel, only straight vertical bars going the same direction as the bars on the wrought iron fence (decorative scroll designs are not permitted), and maximum height of 18 inches. Placement must be on the interior of the fence, close together with no gaps so it appears as one continuous line. Mesh is prohibited. Examples are shown below.









In the event there is suspicion of animal abuse, owners are encouraged to contact the Town of Prosper or the local SPCA.

Section 4.10 – Driveways, Parking Pads and Sidewalks

All hard surface additions must comply with these Amended Design Guidelines.

- Added hard surfaces must be of same material as existing flatwork. It must be proportionate and harmonious with existing hardscape and landscape.
- Parking pads and sidewalks must be a minimum of 1.5' off any property line.
- If adjacent to a greenbelt or Common Area, the proposed flatwork must be screened by an approved privacy fence or shrubbery.

Section 4.11 – Energy Conservation Equipment

(i) Attic Ventilators:

- Roof mounted ventilation devices must be installed on a roof plane not visible from the street in front of the Lot, or above the roof ridgelines.
- Device must be a dark, neutral tone or painted to match the color of the roof.
- Device must be "low profile" in nature and design.
- Unless otherwise approved, turbine ventilators are not approved unless they are similar in color to the roof, and they do not extend above the roof ridges.

(ii) Generators: *Refer to the Standby Electric Generator Policy adopted, 7-14-17.*

Section 4.12 – Fences

(i) Fencing:

- Land adjacent to any public park/public hike and bike trail require a decorative ornamental iron fence, minimum 4 foot in height, abutting said public area.
- Fencing on all other Lots will be constructed of masonry, iron or cedar.
- Masonry will only be allowed on Lots adjacent to or abutting Common Area.
- If cedar fencing is required, the fence will be built with a top rail and shall be supported with galvanized steel posts, 8-foot off center. All cedar fencing will be typical board-on-board and cannot exceed 6' in height.
- All Lots located on a corner adjacent to a street shall require either decorative metal or board-on-board fencing along the side yard adjoining the street with masonry columns, placed at 21 feet (max) off center. A detail of the required masonry column is attached. All other fencing on a corner Lot (i.e.. rear and Lot-to-Lot side) may be board–on-board provided said fencing is not abutting public park or hike/bike trail/public areas which require ornamental iron.
- In deciding how to "face" the cedar fencing, unless otherwise stipulated by Town of Prosper guidelines or PD 66, the first homebuilder building will set the standard

for fence facings (i.e.. posts in or out.) Adjacent homes will adhere to this standard unless an agreement is reached on double facing any fence section.

- Perimeter Fencing must be ornamental iron with masonry columns at 21 feet (max) off center and cannot exceed 4' in height.
- No approval is needed to replace an existing fence with a fence of the same material, style and color, but any proposed changed must have prior approval of the MC/NCC. For example, if the original fence was board-on-board, the replacement fence cannot be board-to-board.

ALL WOOD FENCING WILL BE A CONSISTENT COLOR THROUGHOUT STAR TRAIL

- "Ready Seal, Medium Brown, Color number OS-015B."

The stain may be purchased directly from Ace OR be color matched at Sherwin Williams, Home Depot, Lowes while making sure it is oil based.

(ii) Fencing Returns:

- All lots requiring board-on-board side yard fencing will also require a board- on-board return to the residence.
- All lots requiring standard wood fences with standard wooden side yard conditions will have standard wooden returns to the residence.
- All lots requiring ornamental iron fencing require an ornamental iron return to the residence.

(iii) Fencing setbacks are as follows, see Exhibit "A"also.

- Type A/55' - no fencing shall extend beyond a point ten foot (10') behind the front wall plane of the structure into the front yard.
- Type B/65' - no fencing shall extend beyond a point ten foot (10') behind the front wall plane of the structure into the front yard.
- Type C/76' - no fencing shall extend beyond a point fifteen feet (15') behind the front wall plane of the structure into the front yard.
- Type D/86' - no fencing shall extend beyond a point fifteen feet (15') behind the front wall plane of the structure into the front yard.

Section 4.13 – Flagpoles and Flags

No owner may display any flag with signs, slogans, symbols, words or decorations that (in the opinion of the HOA or its agents/affiliates) detract from the general aesthetics of the community, offend, create controversy, invite ridicule or disparagement, or interfere in any way with the exercise of property rights, occupancy, or permitted business activities of any Owner or builder. *Refer to Flag Display Policy adopted 7-14-17.*

(i) Flagpoles:

- Properties are limited to one flagpole and are confined to a location that is withing 15' of the front elevation of the residence only. Flagpoles may not be located outside of the side yard setback.
- Flagpoles located within the public right of way are not allowed.

- Flagpoles shall not exceed 20' in height and are limited in color to bronze, black or earth tones.
- Permanent and temporary flagpoles and flags may be permitted with the approval of the MC.
- If approved, any permanent flagpoles must be installed within established building setbacks.

(ii) Flags on flagpoles are limited to the following:

- The United States flag (current 50-star version only).
- The State of Texas flag.
- Applicable United States Armed Forces or the official POW/MIA flag.
- Flags shall not exceed 4 feet x 6 feet in size.
- Lighting placement should be sensitive to infiltration of adjoining Lots and/or residences.

(iii) Flag Mounting Brackets:

- One flag bracket permanently affixed to the main structure is acceptable.
- Other than the admonitions listed above, there are no specific restrictions on the types of flags that may be displayed on a flag-mounting bracket.

(iv) Other Flag Displays:

The following flag displays do not require approval:

- Temporary Display of one 3' X 5' United States Flag on observed United States holidays.
- Display of the Texas state flag on December 29th.
- Decorative ("garden") flags/banners. Only one decorative flag, includes school/sport team flags can be displayed at any time and must be confined to a location in a flower bed/landscaping within 15' of the front elevation of the residence.
- Special Occasion Flags (birthdays, births, etc.) must be temporary and removed within 5 days of the event or occasion.

Section 4.14 – Grading and Drainage

See the Declaration, *Article XI, Sect. 11.15.*

Section 4.15 – Gutters/Downspouts and Rainwater Collection

- If installed, gutters and downspouts must match the trim of the residence.
- The effluent of the downspout must be disbursed on the Lot in a sheet flow by the time the water reaches the property line.
- It cannot be directed toward adjoining Lot and must be incorporated into the Lot's drainage plan.

- Downspouts should not be mounted on the front elevation if there is any other option.
- Rain barrels or harvesting systems must be located in rear yards only.
  Refer to the Rainwater Collection Device Guidelines adopted 7-14-17.

Section 4.16 – Landscaping and Landscape Borders

- Desert landscape i.e. (gravel beds/yards, cactus, yucca, etc.) are not permitted in front elevations.
- All improved landscaped areas shall have a professionally designed automatic irrigation system.
- Landscape improvements shall not impair the function of any drainage path.
- Landscaping shall not impede sight lines needed for safe vehicular traffic movement.
- Vegetable gardens must be confined to side or rear yards and not visible from neighboring Lots, Common Areas or above the fence line.
- Refer to Section 4.1 of these Amended Design Guidelines for artificial turf.
- Tree and bed borders must be constructed of stone and/or mortar, that complement the stone on the residence. Bricks are not allowed as landscape borders.

Please refer to the Design Guidelines, Xeriscaping Guidelines adopted 7-14-17, for additional guidelines and restrictions on landscaping modifications, as well as Exhibits "B" and "C" for a list of approved plant materials and requirements for tree and shrub locations.

Section 4.17 – Lighting (Exterior)

The only Owner installed outdoor lighting permitted is landscape and security lighting which must be submitted to the MC prior to installation.

Holiday decor/lighting does not require approval; however, specific guidelines exist for illumination beginning November 15th and ending January 5th, or 1 month prior to and one week after other commonly recognized holidays. All décor/lighting must be removed by January 31st for the Christmas holiday. Pole lighting or additional street lighting is not permitted.

- Jellyfish type lighting under eaves of homes are allowed on the front of the residence, but not on sides or rear of the residence. Lighting should be white/clear except during recognized holidays.
- Lighting placement should be sensitive to infiltration of adjoining Lots and/or residences.

Section 4.18 – Painting

- No approval is required if the original approved color is used.
- Color changes will require MC approval. New colors must compliment the masonry or stucco colors and be compatible with surrounding residences.
- Accent door and shutter in earth tone colors are permitted. Bright primary colors are not considered appropriate.

Section 4.19 – Play Structures and Recreational Equipment

This includes, but are not limited to, swing sets, "fort" style play structures, playhouses, and trampolines.

(i) Play Structures / Recreational Equipment:

- Play/recreational equipment must be installed in the side or backyard and must conform with existing building setbacks for the particular lot size/zoning classification. Please refer to Exhibit "A" for setback requirements.
- No part of a play structure that is 6' or greater in height may be located within the established setback of 5' from any property line.
- No part of any play equipment may exceed 12 feet in height.
- All play/recreation equipment shall be constructed of cedar, redwood, or pine. Metal or plastic play equipment will be accepted provided that the overall height does not exceed 6'.
- All permanent playground equipment, including awnings, may be of wood or fabric. Fabrics used should be greens/blues or earth tone. No bright/primary colors will be allowed on fabric awnings.
- In the event a play structure requires maintenance such as paint, only the stain color approved on the initial installation will be considered acceptable.

(ii) Playhouses:

- Construction of a permanent playhouse requires a complete construction submittal including foundation plan, blueprints, building materials and colors.
- Playhouses are also confined-to the side or rear yard and located behind a 6' cedar fence.
- The playhouse roof and facade materials and colors should match that of the main residence.
- The overall height shall not exceed 8', not exceed. 80 square feet in area and be located within established setback of 5' from any property line.

(iii) Trampolines:

- Deck and safety netting must not exceed a height of 10 feet.
- All safety netting and supports must be a natural color (grey, tan, blue, or green); primary or bright colors are not allowed.
- Additionally, safety netting must be kept in good repair (free of tears, sagging, etc.).
- Trampolines must be set a minimum of 5' off any side and/or rear property line.

Section 4.20 – Pools, Spas, Portable Hot Tubs and Ponds

As required by the Town of Prosper and Star Trail, pool, spa, pond or hot tub drainage must be routed into the sanitary sewer line.

Under no circumstances is surface deck or overspill drainage permitted to drain into a concentrated drain source (i.e., PVC pipe) into neighboring properties, common areas or "natural areas".

(i) Pools:

- Construction of an in-ground pool requires the issuance of a permit from the Town of Prosper. ** Star Trail setback is 3' from the coping edge of the pool.
- Above ground pools are not permitted.
- All pools, spas and hot tubs are to be located in the side or rear yards.
- In addition to the Town permit, the MC must approve the comprehensive plan including hardscape, landscape, location of pool equipment and drainage.
- Pool equipment must be screened with fencing or shrubbery as approved by the MC.
- Pneumatic pool enclosures are not permitted.
- Fiberglass pools are not encouraged due to the movement of types of soil in North Texas.

(ii) Spas and Portable Hot Tubs:

- Hot tubs and spas shall not exceed 48 inches above grade.
- They must be located in a way that will screen them from public view.
- A drainage plan must provide that effluent will not be disbursed on adjacent Lots or Common Areas.
- Hot tub and spa equipment must be fully screened on sides visible from adjacent Lots and Common Areas, with a privacy screen that will not exceed the height of the fencing of the Lot. This screen may be a living screen of evergreen shrubs.
- Hot tubs and spas may not be located in easements or outside building setbacks.

(iii) Ponds:

- Pond size must be limited to an overall 5 feet X 5 feet.
- Pond pumps of the SILENT self-priming, sequence water garden type is permitted adjacent to the pond as long as the filter/pumping system is not visible.
- The pump and filter system must be confined in an area to monitor noise control and must be shielded from view with minimum 5-gallon non-deciduous shrubs.
- Construction drawings indicating the pool/hot tub/spa and its support equipment.

Section 4.21 – <u>Retaining Walls</u>

- Retaining walls must be constructed of stone, (the same natural stone used in the common areas), any wall above 3.0' in height must be designed by a certified engineer.
- Side and rear yard retaining walls are the responsibility of the high-side Lot Owner.
- Retaining walls must retain soil and are not intended to raise height restrictions of fences.

Section 4.22 – <u>Roof Replacements</u>

- All roof replacements are required to make a submission unless the roof is being replaced with the exact same roof (material and color).
- The roof material must compliment the other exterior materials of the house. *Please refer to the Roofing Materials Policy adopted 7-14-17.*

Section 4.23 – Sheds and Storage Buildings

- Freestanding storage buildings are NOT permitted per the Declaration, *Article XI, Section 11.14.*

Section 4.24 – Shutters (Exterior)

- To give the appearance that the shutters are operable, the shutter width must not exceed one half the width of the window.
- Shutters must be compatible with the architecture of the building and proportioned and sized to match windows and doors.
- Shutters must be painted or stained to blend with the finish of the residence.
- Shutters are not permitted on windows 4 feet or wider.

Section 4.25 – Signage and Other Displays

(i) General:

- Display of signs, banners and other displays placed on an Owner's Lot and conforming to the specifications below do not require specific MC approval. All other signs/displays require approval.
- All signs must follow Town of Prosper Ordinances.
- No resident may display any signs, slogans, symbols, words or decorations that (in the opinion of the Board or its agents/affiliates) detract from the overall aesthetic appeal of the community.

(ii) Homes For Sale:

- For-sale signs are limited to one sign per yard, which must be of usual and customary size and content.
- Directional signs by Owners or their agents are not permitted on any Common Area or other Owner's Lot with the following exception:

**Directional signs advertising an open house provided they are displayed no earlier than 7:00am or later than 6:00pm on the day of the open house.

(i) Homes For Rent/Lease:

- For Rent" or "For Lease" signs must be professionally fabricated.

(ii) Garage/Yard Sales:

- Individual garage sales, estate sales, moving sales or any other similar activities are prohibited.
- The Association may sponsor a community-wide yard sale from time to time and will be responsible for applicable advertising.

(iii) Security System Signs:

- Owners may have one professionally fabricated sign indicating a security system/security monitoring.

(iv) Christmas/Fall Holiday Displays:

- Christmas/Winter holiday displays are permitted to be displayed starting the 15th of November.
- All holiday decorations, including lights, should be removed on or before January 31st.
- Offensive decorations that are not in keeping with the spirit of the community are prohibited. (i.e. gruesome Halloween decorations)
- *Refer to the Religious Item Display Policy adopted 7-14-17.*

(v) Personal Signs:

- Owners may have personal signs indicating school/sport affiliations and birth announcements provided such signs do not deter from the general aesthetic appeal of the neighborhood. Birth announcements, however, should be removed within 5 days following the birth.

  ** Signs intended to advertise Owner's commercial products or services are not allowed.

(vi) Election/Political Signs or Other Political Displays:

- Elections signs are limited to one sign per candidate or measure for an election.
- These signs are permitted 90 days prior to the election and must be removed within 10 days after the election.
- Signs must be compliant with applicable city, county and state election laws/ regulations.

(vii) Vendor Signs:

- One vendor sign may be displayed upon start of project and must be removed upon completion of project. No personal business advertisement signage is allowed.

(viii) Signs in Common Areas:

- Any signs posted in Common Areas other than to advertise an 'open house' as described above, must have prior consent from the Board or such signage will be removed and discarded.

Section 4.26 – Skylights/Solar Panels

- Skylights shall match the color of the roof on the residence (i.e., clear bronze).
- "Milky" colored skylights are not preferred since they do not match typical roof colors and usually "draw attention" rather than blend with the surroundings.
  Refer to the Solar Energy Device Policy adopted 7-14-17.

Section 4.27 – Tree and Plant Removal

See *Article XI, Section 11.16* of the Declaration, and Town of Prosper Ordinances.

- Except for dead trees (which may be removed without prior approval), Owners must obtain specific approval to remove a tree 3" caliper or greater (measured one foot above grade).

- Existing trees shall not be removed without prior written consent of the MC. Trees that are removed without approval or demolished due to neglect shall be replaced with trees of comparable caliper inches at the sole cost and expense of the Lot's Owner. The MC may elect to reduce or waive the replacement trees when it can be demonstrated that appropriate mitigating measures have been taken.
- *See "Exhibit C" for a list of approved plant materials.*

Section 4.28 – Window Replacement and Additions

- Replacement of identical windows does not require approval.
- Additional windows are required to be indicated with a drawing depicting the elevation, which the new windows appear.
- Window additions or revisions should match the existing windows in style, material, reflectivity, and color.

Section 4.29 – Other Aesthetic Issues

The issues below are provided as informational as they pertain to the overall aesthetic appeal of the Property:

(i) HVAC Units:

- All HVAC units must be screened from view by a live screening wall.

ARTICLE V
NCC Design Guidelines by Phase

Section 5.1 – List of NCC Design Guidelines by Phase

- The NCC has adopted specific design guidelines for the individual phases of Star Trail. These guidelines are attached as Exhibits D-1 through D hereto.
- Exhibit D-1: Design Guidelines for Phase 1A and 1B
- Exhibit D-2: Design Guidelines for Phase 2
- Exhibit D-3: Design Guidelines for Phase 3
- Exhibit D-4: Design Guidelines for Phase 4
- Exhibit D-5: Design Guidelines for Phase 5
- Exhibit D-6: Design Guidelines for Phases Six & Seven
- Exhibit D-7: Design Guidelines for Phases Eight & Nine

ARTICLE VI
APPENDIX

Accuracy of Information and Representation

Applicants making submissions to the MC shall be responsible for accuracy of and verification of data. A portion of this data might include site dimensions, grades, elevations, utility locations and other features of the Lot. Owners represent by the act of entering the MC review process, all representatives of the property owner (i.e., architect, engineer, builder, subcontractors, etc.). shall be made aware by the property owner of all applicable requirements set forth by the MC and. shall abide by these Amended Design Guidelines with respect to approval of plans and specifications.

Enforcement

The Declaration specifically address the provisions for enforcement of these Amended Design Guidelines.

Miscellaneous

In the event of a conflict between these Amended Design Guidelines and the terms of the Declaration, the Declaration shall prevail.

Non-Liability of the MC

As described in the Declaration, the MC shall not be liable to anyone submitting plans for approval in accordance herewith or to any other Person for damages (whether direct, indirect, consequential or otherwise) arising out of or in connection with:

(i) The approval or disapproval or failure to approve or disapprove any such plans

(ii) enforcement or failure to enforce any site maintenance or other requirements hereof;

(iii) the approval or disapproval of, or failure to approve or disapprove, any architectural, landscaping, development or other plans for improvements to any property adjacent to, or situated on or in the proximity of the Properties;

(iv) the development or construction of, or the failure to develop or construct, any: improvements (including landscaping) on lands adjacent to or in the proximity of the Properties; or

(v) defects (whether latent or otherwise) in such plans.

Regulatory Compliance

Plans submitted for review must comply with all applicable building codes, zoning ordinances and other local and federal codes as they pertain to the modification. It is the property owner's responsibility to obtain all necessary permits and ensure all governmental compliance. Regulatory approvals do not preclude the authority and responsibility of the MC for design review and approval by the MC does not preclude the property owner from obtaining any necessary governmental approvals.

Waiver, Amendment and Third-Party Benefit

As described in the Declaration, these Amended Design Guidelines may be waived amended or modified from time to time. Neither the MC, its agents, representatives or employees shall be liable for failure to follow these Amended Design Guidelines as herein defined. These Amended Design Guidelines confer no third-party benefit or rights upon any entity, person, or builder.

GENERAL DEFINITIONS

The definitions contained in the Declaration are hereby incorporated herein by reference.

Exhibit "A" – Setback Requirements

Front Concrete Driveways/Parking Pads/Sidewalks	1.5' set-back to any property line.
Fences for Lot Type A & B	10' set-back from the front wall plane/front facing elevation.
Fences for Lot Type C & D	15' set-back from the front wall plane/front facing elevation.
Gazebos/Arbors/Kitchens/Shade Structures	5' set-back from outermost edge of structure to any property line.
Fireplaces/Firepits/Trampolines/Playsets	5' set-back to any property line.
Pools/Hot Tubs/Concrete Patios (Rear yard)	3' set-back to any property line, pool set-back is from the coping edge, not the waterline.

- Please note that building setbacks need to be observed for attached and detached buildings per the Town of Prosper Ordinances and require a permit.



Exhibit "B" – Acceptable Landscape for Lots and Properties

Large Trees (Shade)	Small Trees (Ornamental)	Shrubs	
Afghan Pine	Birds of Paradise	American Beautyberry	Hypericum
American Elm	Buckeye, Mexican	Agarita	Italian Hawthorn
Arizona Cypress	Buckeye, Red	Aromatic Sumac	Italian Jasmine
Bald Cypress	Buckeye, Texas	Bridal Wreath Spirea	Leatherleaf Mahonia
Bigelow Oak	Carolina Buckthorn	Burford Holly	Miniature Crepe Myrtle
Bur Oak	Crepe Myrtle (tree form)	Chinese Photinia	Nellie R. Stevens Holly
Caddo Maple	Desert Willow	Cleyera	Oakleaf Hydrangea
Cedar Elm	Eastern Red Cedar	Compact Nandina	Purple Leaf Japanese
Chinquapin Oak	Eve's Necklace	Coral Berry	Barberry
Durand Oak	Hawthorne	Crimson Pygmy	Red Yucca
Lacebark Elm	Hollywood Juniper	Barberry	Rose of Sharon (Althea)
Lacy Oak	Japanese Black Pine	Dwarf Burford Holly	Semi-Dwarf Crepe Myrtle
Live Oak	Juniper, Blue Point	Dwarf Burning Bush	Smooth Sumac
Pecan	Juniper, Wichita Blue	Dwarf Chinese Holly	Spiraea
Shumard Oak	Mesquite	Dwarf Crepe Myrtle	Standard Nandina
Southern Live Oak	Mexican Plum	Dwarf Glossy Abelia	Texas Sage
Southern Magnolia	Ornamental Pear*	Dwarf Pomegranate	
Texas Ash	Pomegranate	Dwarf Spirea	
Texas Red Oak	Possum Haw Holly	Dwarf Wax Myrtle	
Western Soapberry	Redbud	Dwarf Yaupon Holly	
**Sylvesters Palm trees are allowed in rear yard.	Rough Leafed Dogwood	Elaeagnus	
	Texas Persimmon	Flowering Quince	
	Vitex	Forsythia	
	Wax Myrtle	Foster Holly	
	Winter/Bush Honeysuckle	Glossy Abelia	
	Yaupon Holly	Harbor Dwarf Nandina	

*Ornamental Pear does not include Bradford Pear.

Groundcover	Ornamental Grass	
Asiatic Jasmine	Autumn Blush Muhly	Inland Seat-Oats
Avens, White	Big Bluestem	Lindheimer's Muhly
Frog Fruit	Black Fountain Grass	Little Bluestem
Ground Ivy	Blue Grama	Maiden Grass
Hardy Plumbago	Broom Sedge	Morning Light Maiden
House Herb	Bushy Bluestem	Ravenna Grass
Liriope or Lily Turf	Canada Wildrye	Side Oats Grama
Mondo or Monkey Grass	Dwarf Maiden Grass	Silver Bluestem
Pigeonberry	Dwarf Pampas Grass	Split Beard Bluestem
Purple Leaf Euonymus	Eastern Gamma Grass	Standard Fountain Grass
Santolina	Feather Reed Grass	Switch Grass
Snake Herb	Hamelin's Fountain Grass	Variegated Japanese Silver Grass
Wood Violet	Indian Grass	Zebra Grass

EXHIBIT

tabbies

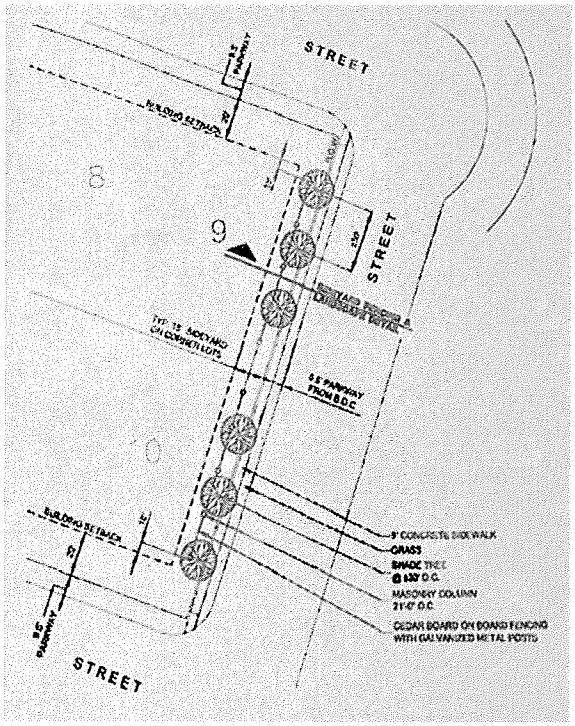
Ex. "B"

Exhibit "C" – Tree & Shrub Requirements for Front/Side Yards

Phase	Lot Type	1 Shade Tree	2 Shade Trees
Phase I	A	✓	
	B, C & D		✓
Phase II	D		✓
Phase III	A	✓	
Phase IV	B & C		✓
Phase V	C & D		✓
Phase VI	A	✓	
Phase VII	A	✓	
	B		✓
Phase VIII	C		✓
Phase IX	D		✓

- Each large tree must be a minimum of 4 caliper inches as measured at 12 inches above grade.
- Type A, B, C and D located on a street corner adjacent to a street must have additional large trees planted along the side yard @ 30' OC.

Streetscape Plans



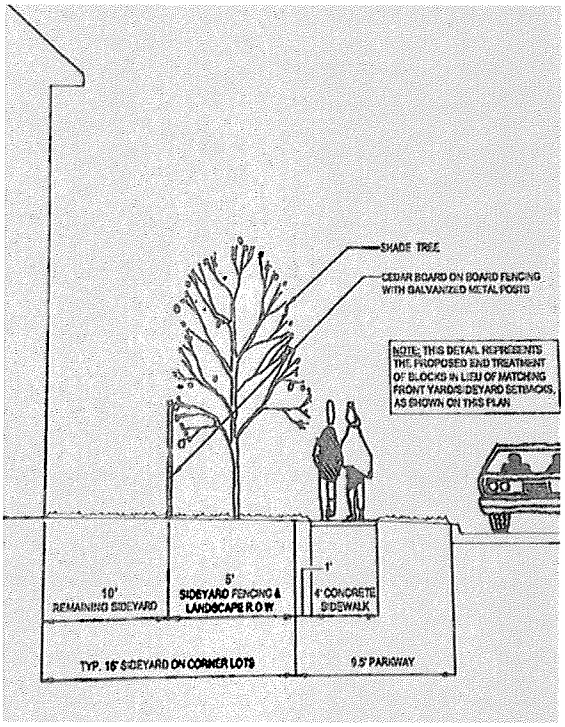


EXHIBIT
tabbies
Ex. "C"

Exhibit "C" con't.

In summary, all Star Trail lots must have shrubs planted to effect a foundation screen across the front and any side elevations of the residence visible from a street or Common Area.

Type A Lots - Minimum 12 - 3 gallon shrubs across the front elevation of the home.

Type B Lots - Minimum 15 - 3 gallon shrubs across the front elevation of the home.

Type C Lots - Minimum 20 - 3 gallon shrubs across the front elevation of the home.

Type D Lots - Minimum 20 - 3 gallon shrubs across the front elevation of the home.

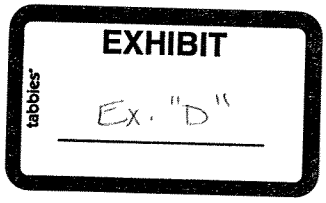
In addition, shrubs and hedges shall be planted along any side elevation not screened from view of neighboring Lots and streets by a privacy fence.

Corner Lots adjacent to a street, including Lots with a side elevation facing the front elevation of a residence, will require large trees be planted along the side elevation at 30' OC. Shrubs will be required along the foundation to affect a screen.

Shrubs and hedges shall be minimum three (3)-gallon plants and shall be spaced or clustered in an appropriate manner to conceal or direct attention from any exposed foundation.

Exhibit "D" – NCC Design Guidelines by Phase

- Exhibit D-1: Design Guidelines for Phase 1A and 1B
- Exhibit D-2: Design Guidelines for Phase 2
- Exhibit D-3: Design Guidelines for Phase 3
- Exhibit D-4: Design Guidelines for Phase 4
- Exhibit D-5: Design Guidelines for Phase 5
- Exhibit D-6: Design Guidelines for Phases Six & Seven
- Exhibit D-7: Design Guidelines for Phases Eight & Nine



The Villages of Star Trail Design Guidelines

September 14th , 2017 PHASE 1A and 1B

1 TITLE AND SCOPE

100 TITLE

This compilation of guidelines shall be known as the Villages of Star Trail Design Guidelines, hereinafter referred to as "Guidelines" for Star Trail.

101 PURPOSE

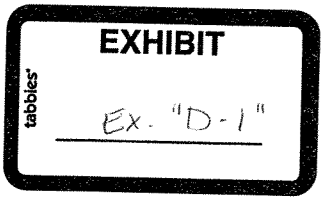
The purpose of these Guidelines is to provide certain minimum standards, provisions and requirements for appropriate and acceptable design and minimum required criteria for homebuilders and homeowners implementing new construction within Star Trail.

The suggestions, recommendations and requirements expressed in these guidelines hinge upon final approval of plans by and at the discretion of Blue Star Allen Land, LP, a Texas limited partnership, as the Declarant through the New Construction Committee (NCC.)

These guidelines are compatible and in continuity with the requirements of the Town of Prosper and the Declaration of Covenants, Conditions and Restrictions (the "Declaration") of the Villages of Star Trail.

102 SCOPE

These guidelines are for the purpose of outlining the minimum requirements for residences in Star Trail as well as to assist homebuilders and homeowners in the design of their residences. The evaluation of each submittal to the NCC relates to matters of judgment and taste, which cannot be reduced to a simple list of measurable criteria. It is possible a submission may meet all guidelines and criteria listed below and still not receive approval, if in the judgment of the NCC its overall aesthetic impact is not acceptable. The approval of an application for one proposed improvement shall not be construed as creating any obligation on the part of the NCC to approve applications involving similar designs for proposed improvements pertaining to different lots. The role of the NCC is to insure that the overall quality level of Star Trail is maintained at the highest level possible while still allowing for each owner's individual taste in design, colors and materials.



200 PROCESS FOR CONSTRUCTION

SUBMITTAL OF MASTER PLAN SET

Prior to offering any plan for sale in Star Trail, all builders must submit a master set for review by the Villages of StarTrail NCC and Blue Star Allen Land, LP.

In cases of repetitive plans being offered for sale in the project, a one-time blanket approval for Builders, who own multiple lots, may be obtained for use at Star Trail.

In cases of individual modifications as might be requested by a prospective homeowner, an individual plan submittal for a specific lot/block will be required in each instance.

Each plan submitted for review under a Master Plan submittal shall include comprehensive construction plans and specifications which shall include, but not be limited to, the following items:

1. Architectural construction plans:

    a. Floor plans at ⅛"scale;
    b. Front elevations with finish notations at ⅛"=1 ft. scale; remaining elevations with finish notations at ⅛" = 1 ft. scale. All elevations should show dimensions with:

        i. %-age of Masonry and all exterior materials and textures;
        ii. Type, size and material of all openings;
        iii. Roof pitch and type of roofing material, and
        iv. Doors and windows.

2. Square footage (first and second floors):

    a. Air-conditioned space (living area).
    b. Other.

The NCC will release the plans submitted by the homebuilder for building permit after full plan review and approval by Blue Star Allen Land, LP.

No plan review will begin until the Master Plan submittal form(s), and complete plan sets are received.

NOTE: Approval of homebuilder plans and specifications by Blue Star Allen Land, LP does not release the homebuilder from fully

complying with all applicable codes and requirements of the Town of Prosper. The review process of Blue Star Allen Land, LP is strictly for compliance with the design parameters as dictated in this document.

Allow four (4) weeks for processing architectural review of the Master Plan Set.

Should revisions to an individual plan/elevation be required, a re-submittal of the requested revised plans will be sent to the architect for approval and release prior to the submittal of any site plan for a specific lot/block.

201 MATERIAL SELECTIONS AND COLOR BOARD SUBMITTALS

Each builder shall prepare and submit a complete array of materials and colors to be offered to prospective homebuyers in Star Trail. This selections submittal shall contain the following:

- All brick colors and manufacturer
- Roofing material and color
- Siding material and color
- Trim color
- Garage door color/stain
- Shutter color, etc.

202 SITE PLAN SUBMITTALS

The homebuilder may start construction proceedings upon written receipt of an approved Master Plan submittal and an approved Site Plan submittal, specific to the requested lot/block. Such approvals to be granted contingent upon the receipt of all required permits from the Town of Prosper or other authorities having jurisdiction over the project.

For site plan approval, the homebuilder will submit the attached Site Plan Submittal form accompanied by a 1"=20' plan showing all dimensions, the location of the house on the Lot with all property lines, easements, setback and restriction lines, drives, walks, fences, walls and patios. After NCC plan approval has been issued, no adjustments to the location and siting of the dwelling on the lot are allowed without resubmitting a new site plan for approval by the NCC.

203 MINIMUM SQUARE FOOTAGE BY ZONING CLASSIFICATION

Type A Lots - Each **single story** dwelling constructed on a Type A lot shall contain a minimum of **1800 square feet** of floor space, maximum of **3600 square** feet; **two story** dwellings shall contain a minimum of **2000 square feet** of floor space, **maximum of 3900 square feet.**

Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main building.

Type B Lots - Each **single story** dwelling constructed on a Type B lot shall contain a minimum of **2300 square feet** of floor space, maximum of **4200 square feet**; **two story** dwellings shall contain a minimum of **2650 square feet** of floor space, maximum of **4400 square feet**.

Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main building.

Type C Lots - Each **single story** dwelling constructed on a Type C lot shall contain a minimum of **2500 square feet** of floor space, maximum of **4600 square feet**; two story dwellings shall contain a minimum of **3000 square feet** of floor space, maximum of **4800 square feet**.

Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main building.

Type D Lots - Each single story dwelling constructed on a Type D lot shall contain a minimum of **3000 square feet** of floor space; two story dwellings shall contain minimum of **3500 square feet** of floor space. There are no limitations on maximum square footage on Phase I Type D lots.

Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main building.

204 FLOORPLAN AND ELEVATION REPETITION

A minimum of four (4) distinctly different home elevations shall be built on the same side of every street in Star Trail. (Town of Prosper Residential Standards, October 7, 2015.)

On all Star Trail lots on the same side of a village street, repeat of floor plans shall be limited to one in every three lots (ie. a minimum two (2) lot separation.)

On all Star Trail lots on the same side of a village street, repeat of elevation shall be limited to one in every four lots (ie. a minimum three (3) lot separation.)

Additionally, the condition for repeats on all lots shall be such that the same floor plan or elevation may not be built directly across a street OR directly behind but, rather staggered by two (2) lots with the plan repeat as described above. This restriction applies to both the front and side conditions of each lot.

The NCC will have final approval of floor plan, elevation and brick colors, pursuant to policy and procedures established by the NCC and any deviation to

the above Plan and Brick Repeat Policy will be subject to NCC review for consideration of a possible variance.

******The NCC will maintain and provide a record of all plan, elevation and material selections by lot. The responsibility for the accuracy of all new plan submittals is the responsibility of the individual homebuilders.***

205 BRICK REPEAT RESTRICTIONS

On all Star Trail lots on the same side of a village street, repeat of brick shall be limited to one in every three lots (ie. a minimum two (2) lot separation.

Additionally, the restriction for brick repeats on all lots shall be such that the same brick/brick color may not be built directly across from OR behind but, rather staggered by a minimum of two (2) lots. This restriction applies to both the front and side conditions of each lot.

Elevations featuring painted brick and stucco will adhere to the same repeat standards as stated above.

206 PLATE HEIGHT

Each Type A and Type B home shall have a minimum principal plate height of 9' on the first floor.

Each Type C and Type D home shall have a minimum principal plate height of 10' on the first floor.

300 LANDSCAPE REQUIREMENTS

All landscaping will be in accordance with the requirements of PD 66/The Villages of Star Trail, these New Construction Guidelines and the general development standards as required by the Town of Prosper. Nothing herein shall be construed to be less than nor to reduce the requirements of the Town of Prosper.

PRESERVATION OF EXISTING TREES

Preservation and enhancement of any lot area retaining native vegetation is strongly encouraged. No trees measuring six inches (6") or more in diameter at a point four feet (4') above grade may be removed without written approval of the Declarant (such approval not to be unreasonably withheld.)

301 IRRIGATION

Irrigation will be required on all lots in Star Trail. The irrigation system shall be automatically controlled by a time clock and incorporate rain and freeze sensors to prevent water waste and ice formation.

302 LANDSCAPE LIGHTING

While not a requirement for any home built in StarTrail, if used, landscape lighting is to be low key and should be used to accent entrances and special features only. Overall high levels of light are not desired. Intensity should be no greater than that required for pedestrian safety, other than on landscape accent. The scale of this lighting should be at a residential level.

303 REQUIRED LANDSCAPE MATERIAL

LAWNS, FRONT, REAR AND SIDE

Yards (including front, side and rear) shall be completely sodded.

REQUIRED TREE PLANTINGS

All Phase I, Type B, C and D lots within Star Trail must have a minimum of two (2) large trees in the front yard (species of tree from the following list.) Each large tree must be a minimum 4 caliper inches as measured at 12 inches above grade.

All Phase I Type A lots within StarTrail must have a minimum of one (1) large tree in the front yard. Each large tree must be a minimum of 4 caliper inches as measured at 12 inches above grade.

All Phase I lots, Type A and B must have a minimum l large tree in the rear yard.

All Phase I lots, Type C and D must have a minimum 2 large trees in the rear yard.

All Phase I lots, Type A, B, C and D located on a street corner adjacent to a street must have additional large trees planted along the side yard @ 30' OC.

To satisfy the requirements of these guidelines, all large trees must be selected from the following list and be a minimum 4 caliper inches as measured at 12 inches above grade.

REQUIRED SHRUB PLANTINGS

In summary, all Star Trail lots must have shrubs planted to effect a foundation screen across the front and any side elevations of the home visible from a street or common area.

Town of Prosper Development Requirements specify a **minimum** of the following for each zoning classification:

Type A Lots, typical 6,875 sq. feet - Minimum 12, 3 gallon shrubs across the front elevation of the home.
Type B Lots, typical 8,125 sq. feet - Minimum 15, 3 gallon shrubs across the front elevation of the home.

Type C Lots, typical 10,260 square feet - Minimum 20, 3 gallon shrubs across the front elevation of the home.
Type D Lots, typical 11,610 square feet - Minimum 20, 3 gallon shrubs across the front elevation of the home.

In addition, shrubs and hedges shall be planted along any side elevation not screened from view of neighboring homes and streets by a privacy fence.

Corner lots adjacent to a street, including lots with a side elevation facing the front elevation of a home, will require large trees be planted along the side elevation at 30' OC. Shrubs will be required along the foundation to affect a screen.

Shrubs and hedges shall be minimum three (3)-gallon plants and shall be spaced or clustered in an appropriate manner to conceal or direct attention from any exposed foundation.

The following criteria should be considered when selecting plants for use within Star Trail:

2. Native species and evergreens;
3. Relatively resistant to insects and diseases;
4. Cold hardy material
5. Adaptability to existing soil conditions; and
6. Long life expectancy.

304 PLANT LIST

Particular attention should be paid to the individual soil conditions and soil preparation to provide adequate drainage for all planted vegetation.

Large Canopy Trees

1. Pecan
2. Southern Magnolia
3. Shumard Oak
4. Cedar Elm
5. Texas Ash
6. Bur Oak
7. Live Oak
8. Fruitless Sweetgum
9. Southern Live Oak
10. Sycamore

Ornamental Trees

1. Aristocrat Pear
2. Crepe Myrtle
3. Mexican Plum
4. Yaupon Holly
5. Redbud
6. Roughleafed Dogwood
7. Texas Persimmon
8. Tree-Form Holly, e.g. Nellie R. Stevens Holly, Foster Holly
9. Desert Willow
10. Hawthorne
11. Ornamental Pear
12. Possumhaw Holly
13. Vitex

SHRUBS

1. Dwarf Glossy Abelia/Glossy Abelia
2. Juniper
3. Barberry
4. Texas Sage (Cenizia)
5. Dwarf Yaupon Holly
6. Dwarf Burford Holly/Burford Holly
7. Indian Hawthorne(?)
8. Cleyera
9. Nellie R. Stevens Holly
10. Sweet Viburnum
11. Willowleaf Holly
12. Dwarf Chinese Holly
13. Purpleleaf Japanese Barberry
14. Nandina
15. Encore Azalea(?)

STRUCTURES

400 ROOF AND ROOFING MATERIAL

On all residential lots in Star Trail, 65% of any composition roof shall maintain a minimum roof pitch of 8:12. If the surface area of any residential lot in StarTrail is built with clay tile, cement tile, slate or slate products, or metal roofing material, a minimum of 75% shall maintain a minimum roof pitch of 3:12. (Town of Prosper Development Requirements Chapter 4, Section 9.8 A.)

Roof structures shall be out of conventional frames or wood trusses. Maximum height of any structure in Star Trail is 40 feet. Town of Prosper requires a residential sprinkler system be installed in any structure over 35 feet in height.

Finish materials for pitched roofs must be consistent throughout the individual villages at Star Trail. Acceptable materials are flat cement tiles, barrel type cement tiles, barrel clay tile or architectural type dimensional fiberglass singles with a 30-year warranty.

Gutters and downspouts may be exposed only if painted properly to match the color or the fascia, wall or column

All exposed roof vents, valleys, flashing and pipes extending through the roof shall be painted the same color as the roof.

401 EXTERIOR WALLS

The following requirements apply to all exterior walls and all kinds of facade applications for all structures. All elements of all elevations shall complete a total and continuous design.

All materials must be in compliance with the local Building Code and any other local regulations of the Town of Prosper.

Exterior wall finishes shall be consistent in color schemes, texture, composition and character throughout the individual villages at Star Trail. All exterior finishes will be subject to review and approval by the NCC. Walls with any type of exposed modular units will not be permitted.

100% masonry (brick, stone or stucco) on all front elevations. No siding of any kind will be allowed.

Housing elevations visible from any adjoining street, community entry, open space, common area, park, greenbelt shall be 100% brick, stone or stucco (**no siding of any kind will be allowed**).

Acceptable finishes are the following:

A. Brick: except white or gray brick, which are not permitted. Brick may be painted with the approval of the NCC as to color.
B. Stone
C. Cementatious lap siding (no more than 30% on any individual elevation in Type A and Type B lots; 20% max on Type C and Type D lots) 100% masonry on all front elevations. NOTE: Cement fiber products may not be used in meeting the 70%-80% masonry requirement except in recessed and/or cantilevered features. Examples are porches, dormers, etc.
D. Stucco (smooth, skip trowel or shot blast, as examples); and
E. Other finishes permitted by the Town of Prosper subject to ARC approval.

Please refer to the Attached Exhibit for specific masonry requirements by lot and elevation.

402 BALCONY PLACEMENT

No rear facing balconies will be allowed on any lots in Star Trail except those lots that back/side to a park, greenbelt or street.

403 WINDOWS

All window framing will be bronzed, cream, sand or white anodized aluminum, vinyl or wood.

Window shutters, as an architectural design element, may be approved on a plan by plan basis.

No reflective window coverings or treatments shall be permitted at Star Trail. The ARC, at its discretion, may control or prohibit window coverings and treatments not reasonably compatible with aesthetic standards of the area.

404 EXTERIOR WALL COLORS

When finish materials for the exterior of the structures require painting, the color selection shall be based on compatible colors throughout the individual villages at Star Trail.

Homebuilders will offer color schemes and paint colors previously approved by the NCC.

In no circumstance shall two (2) houses of identical brick and paint color packages be permitted on adjacent lots fronting the same road. See Section 205 for additional considerations on brick/color repeats.

405 GARAGES AND DRIVEWAY MATERIALS

All StarCreek homes shall have a minimum of one (1) two (2) car garage but no more than two (2) two (2) car garages. Each garage must meet a 400 square feet minimum.

No carports shall be permitted.

No garage door directly facing a street shall be less than 25 feet from the property line.

Garage doors directly facing a street shall not occupy more than fifty percent (50%) of the width of the front façade of the house.

Homes may feature up to a three (3) car garage provided all three bays not face the street but are split in a two/one configuration.

Garage door stain will be selected from builder's approved color selection.

No standard, traditional steel garage doors, painted or stained, will be allowed on any lot in Star Trail.

Doors must be constructed of a material that gives the appearance of a real wood door when viewed from any community street. Materials may consist of paint or stain grade wood (Cedar, Ash, Hemlock, etc.) or other material, including fiberglass or steel, that when stained or painted gives the appearance of a real wood door.

Doors may be single or double wide doors.

Additionally, two of the following upgrades must be incorporated:

If single doors, doors must be separated by a masonry column.

Garage doors may be "carriage style door" designs giving the appearance of a classic swing-open design with the flexibility of an overhead door operation.

Doors may incorporate decorative hardware.

Doors may incorporate windows.

DRIVEWAYS

All Star Trail Phase 1 residential lots in zoning classification Types A, B and D will feature **driveways** constructed of 60mm Belgard Brick pavers installed in a herringbone pattern. Color of paver is Fossil Beige.

All Type C Driveways in Star Trail Phase 1 will be a salt finish natural concrete with stain colors to be approved by NCC prior to construction.

403 DOORS

Screen doors shall be compatible with the design and color of the home.

Entrance doors shall be compatible with the house design. Material shall be solid wood, fiberglass or metal insulated type.

404 AWNINGS

Awnings are prohibited in Star Trail.

405 DETACHED STRUCTURES

Any free standing structure contemplated for a property, such as, but not limited to, a pavilion, a gazebo, platform, doghouse or dog run, playhouse, cabana, etc. must be submitted for approval with the required drawings and information. Approval will be granted only upon the merit of the structure, its location within the standard building setbacks for the particular zoning, its compatibility with the main house and its desirability for the neighborhood.

No free standing garage, garage apartment, storage or guest house will be allowed in Star Trail.

406 FENCING

Fencing is required in Star Trail per the attached exhibit. Certain sections/types of fencing will be installed by the developer, as noted. The remaining fencing is the requirement of the builder.

Fencing guidelines are as follows:

Lots Adjacent to Public Park/Public Hike and Bike Trail

Require a decorative wrought iron fence, minimum 4 foot in height, abutting said public area. (PD-66 as Amended May, 2017)

Phase 1A, Lots 1 – 11, Block G feature developer installed iron fence along the rear property line adjoining the lake. Sideyard fencing on these los shall be iron to a point 10 feet from the rear fence and transition to board on board.

At the point of transition, a 4X4 inch black iron post will anchor the two sections.

Builders will work to ensure a constant fence height is maintained. In the event a fence height must vary, it will always be "evenly stepped" in panels vs. a slope in the overall fence.

Developer/Builder Installed Corner Lots

All residential lots located on a corner adjacent to a street require either decorative iron or board-on-board fencing along the sideyard adjoining the street. Masonry columns, placed at 21 feet OC, are required along all corner lot sideyards. A detail of the required masonry column is attached.

All other fencing on a corner lot (ie. rear and lot-to-lot side) may be board–to-board provided said fencing is not abutting public park or hike/bike trail/public areas which require decorative iron.

Lots Adjacent to HOA-owned areas

Masonry will only be allowed on lots adjacent to or abutting HOA-owned common area.

Builder Installed Cedar Fencing

If cedar fencing is required, the fence will be built with a top rail and shall be supported with galvanized steel posts, 8 foot OC. Unless specifically designated as Board-on-Board, all cedar fencing will be typical board-to-board per the attached exhibit.

In deciding how to "face" the cedar fencing, unless otherwise stipulated by Town of Prosper guidelines or PD 66, the first homebuilder building will set the standard for fence facings (ie. posts in or out.) Adjacent homes will adhere to this standard unless an agreement is reached on double facing any fence section.

ALL WOOD FENCING WILL BE A CONSISTENT COLOR THROUGHOUT STAR TRAIL.

IF THE FENCE PANELS ARE PRE-STAINED, IE. ACE FENCING:

The stain is: Seal Rite- Medium Brown, an oil base, semi-transparent stain that offers a natural look.

IF THE FENCE PANELS ARE NOT STAINED PRIOR TO INSTALLATION:

The stain may be purchased directly from Ace OR be color matched at Sherwin Williams, Home Depot, Lowes while making sure it is oil based.
If purchasing the stain, use "Ready Seal, Medium Brown, Color number OS-015B."

FENCING RETURNS:

All lots requiring board-on-board sideyard fencing will also require a board-on-board return to the house.

All lots requiring standard wood fences with standard wooden sideyard conditions will have standard wooden returns to the house.

All lots requiring wrought iron fencing require a wrought iron return to the house.

Fencing specifications by lot as outlined on the attached color exhibit carry the following specifications:.

The fencing setbacks for the four StarTrail lot classifications are as follows:

*Type A/55' lot zoning - no fencing shall extend beyond a point ten foot (10') behind the front wall plane of the structure into the front yard.

*Type B/65' lot zoning - no fencing shall extend beyond a point ten foot (10') behind the front wall plane of the structure into the front yard.

*Type C/76' lot zoning - no fencing shall extend beyond a point fifteen feet (15') behind the front wall plane of the structure into the front yard.

*Type D/86' lot zoning - no fencing shall extend beyond a point fifteen feet(15') behind the front wall plane of the structure into the front yard.

407 AIR CONDITIONERS

No window or wall air conditioning units will be permitted on any building in StarTrail.

Outside condensing units (compressors) which are not located within a privacy fenced area shall be entirely screened by shrubbery, a solid privacy enclosure or through building orientation. Appropriate access and service space will be provided; however, such access shall never be visible from the street(s). This screening requirement shall also apply to pool equipment located outside a privacy fenced area.

408 FIREPLACES AND CHIMNEYS

Unless an alternate material is approved by the Town Council of Prosper, the exterior cladding of any chimney must be 100% masonry constructed of either brick, natural stone or stucco. Town of Prosper October, 2015

409 SWIMMING POOLS, ALL OUTDOOR STRUCTURES

Any construction that affects the exterior of a Star Trail home including construction of a pool, gazebo, trellis, etc. under the supervision of the homebuilder shall be subject to the review and approval of the NCC. Pool equipment shall be screened by shrubbery if located outside a privacy fenced area.

410 MAILBOXES

The Town of Prosper, under direction from the USPS, will require Cluster Mailboxes in Star Trail. The mailboxes will be purchased and installed by the Developer and rebilled to the builders at each lot closing.

A map showing all CPU locations and size attached.

Villages of Star Trail
New Construction Review Application

Once builder has submitted and received comments/approval of a Master Plan submittal(s), with materials and colors to be offered in StarTrail, subsequent submittals for construction will not require a second full set of plans. Builders may subsequently submit one (1) copy of this completed form and one (1) scaled site plan (1"=20') indicating adherence to all setbacks, location of HVAC equipment and fencing material/placement for each new release. Any revisions to an existing approved floorplan and/or elevation per the Master Plan submittal set will require a full set of plans be submitted for review/ approval.

This applicant acknowledges and agrees the New Construction Committee (NCC) and the Villages of StarTrail HomeOwners Association, Inc. (HOA) assume no liability resulting from the approval or disapproval of any plan(s) submitted by the applicant. The NCC and the HOA have no liability and make no representations regarding the adequacy or quality of any submitted plans or whether such plans comply with any or all local, state or national governmental requirements.

Builder/Applicant: _____ Date: _____

Contact: _____ Telephone: _____

Zoning Classification: ____ Phase: __ Lot/Block: ____ Street Address: _____

Plan Name/Number: _____ Elevation: _____

Total A/C Sq. Footage: _____ 1st Floor A/C: _____ 2nd Floor A/C: _____

Options: _____

_____

Released as (Check one) Model: _____ Spec: _____ Build-to-suit: _____

MATERIAL SCHEDULE AND COLOR SELECTIONS

SIDING:

Wood: ____ Manufacturer & Stain/Paint Color: _____

Cementatious: _____ Manufacturer/Color: _____

All materials and colors must be submitted and approved prior to construction in StarTrail. All minimum masonry requirements must be met per elevation. Cementatious siding may not be included in meeting the required masonry percentage per elevation. In calculating the maximum siding per elevation, all windows surrounded by siding will count the window square footage as siding.

NCC Submittal Application
Page Two

MASONRY:

Stone: _____ Color: _____

Stucco: _____ Color: _____

Brick: _____ Manufacturer/Color: _____

ROOFING:

Composition: ____ Manufacturer/Color: _____

Tile: _____ Manufacturer/Color: _____

GARAGE DOOR PAINT/STAIN: Manufacturer/Color: _____

General Comments: _____

_____

_____

MATERIAL AND COLOR APPROVALS:

SIDING %-AGE FRONT: _____ **REAR:**_____ **LEFT ELEVATION:** _____ **RIGHT ELEVATION:**_____

MASONRY %-AGE FRONT: _____ **REAR:** _____ **LEFT ELEVATION:** _____ **RIGHT ELEVATION:** _____

COLORS:

SIDING: **WOOD PAINT:** _____ **WOOD STAIN** _____

CEMENTATIOUS: _____

GARAGE DOOR STAIN: _____

MASONRY: **STONE:** _____ **BRICK:** _____ **STUCCO:** _____

ROOFING: _____

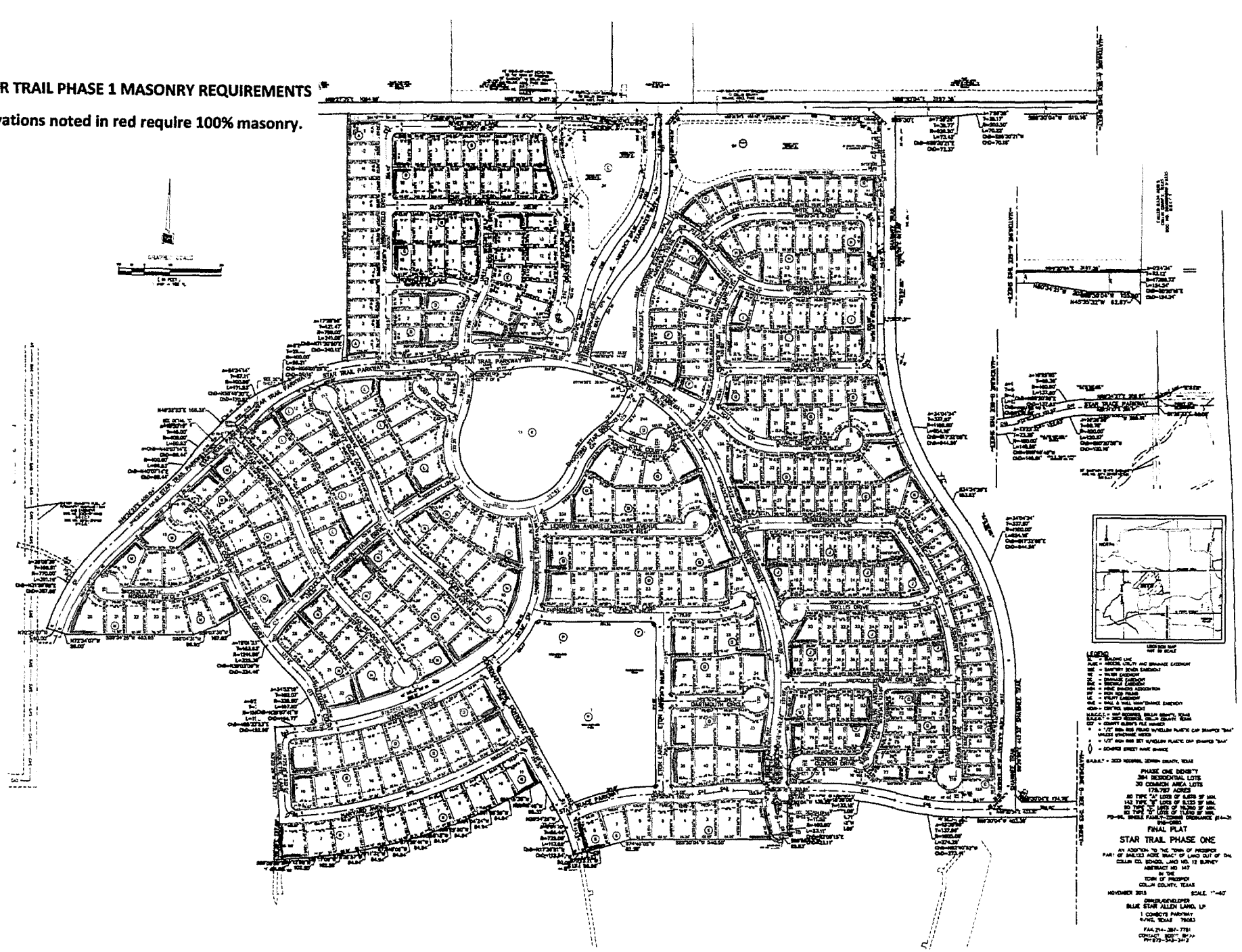
COMMENTS: _____

_____

REVIEWED ON: _____ **BY:** _____

STAR TRAIL PHASE 1 MASONRY REQUIREMENTS

Elevations noted in red require 100% masonry.



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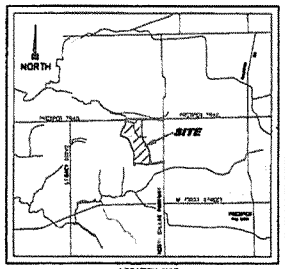


6' Board on Board with 18" Masonry Columns By Builder

6' Board on Board with 18" Masonry Columns By Developer
(only applies to lots with sideyard retaining walls)

6' Iron with Masonry Columns By Developer

6' Board to Board By Builder



LOCATION MAP
NOT TO SCALE

175 RESIDENTIAL LOTS
10 COMMON AREA LOTS
66.032 ACRES

ADDRESS PLAT

STAR TRAIL PHASE ONE A

AN ADDITION TO THE TOWN OF PROSPER
COLLIN COUNTY, TEXAS

JULY 2017

OWNER/DEVELOPER
BLUE STAR ALLEN LAND, LP.
8000 WARREN PARKWAY BLDG 1, SUITE 100
FRISCO, TEXAS 75034

FAX. 214-387-7781
CONTACT: SCOTT SHIPP
PH: 972-543-2412
PLANNER/ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0624
STATE REGISTRATION NUMBER, F-399

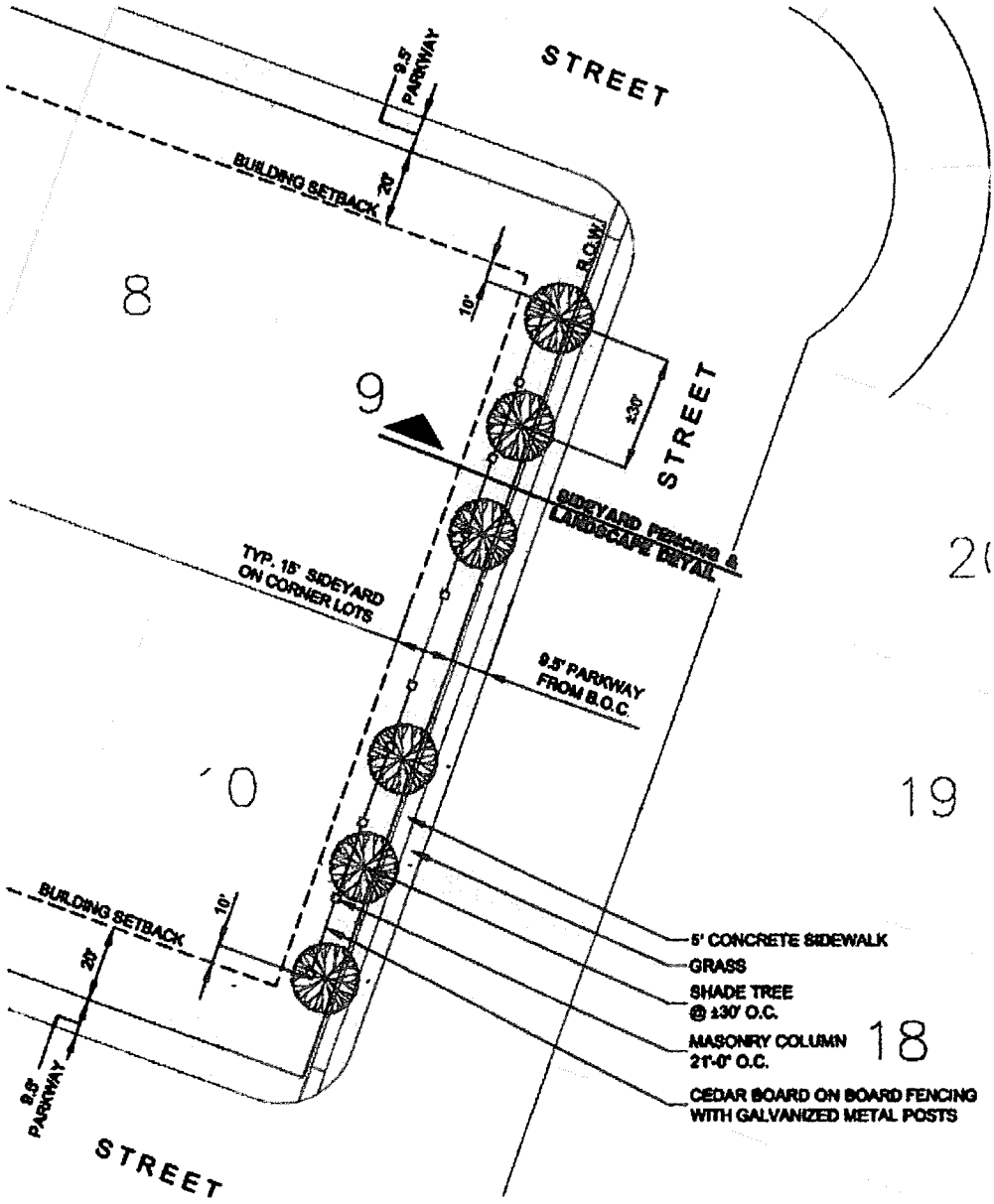
BENCHMARKS:
1. 1/2" REBAR WITH CAP STAMPED "DAA" SET ON THE NORTHEAST INTERSECTION OF COUNTY ROAD 24 (PROSPER TRAIL) AND COUNTY ROAD 26, 37' (+/-) NORTH OF CENTERLINE OF COUNTY ROAD 24, 28' (+/-) EAST OF CENTERLINE OF COUNTY ROAD 26
ELEVATION=632.040'

2. CUT ON INLET ON THE NORTH SIDE OF WEST PROSPER TRAIL, APPROXIMATELY 324' EAST OF RAILROAD TRACKS.
ELEVATION=634.27'

1 OF 1

11016

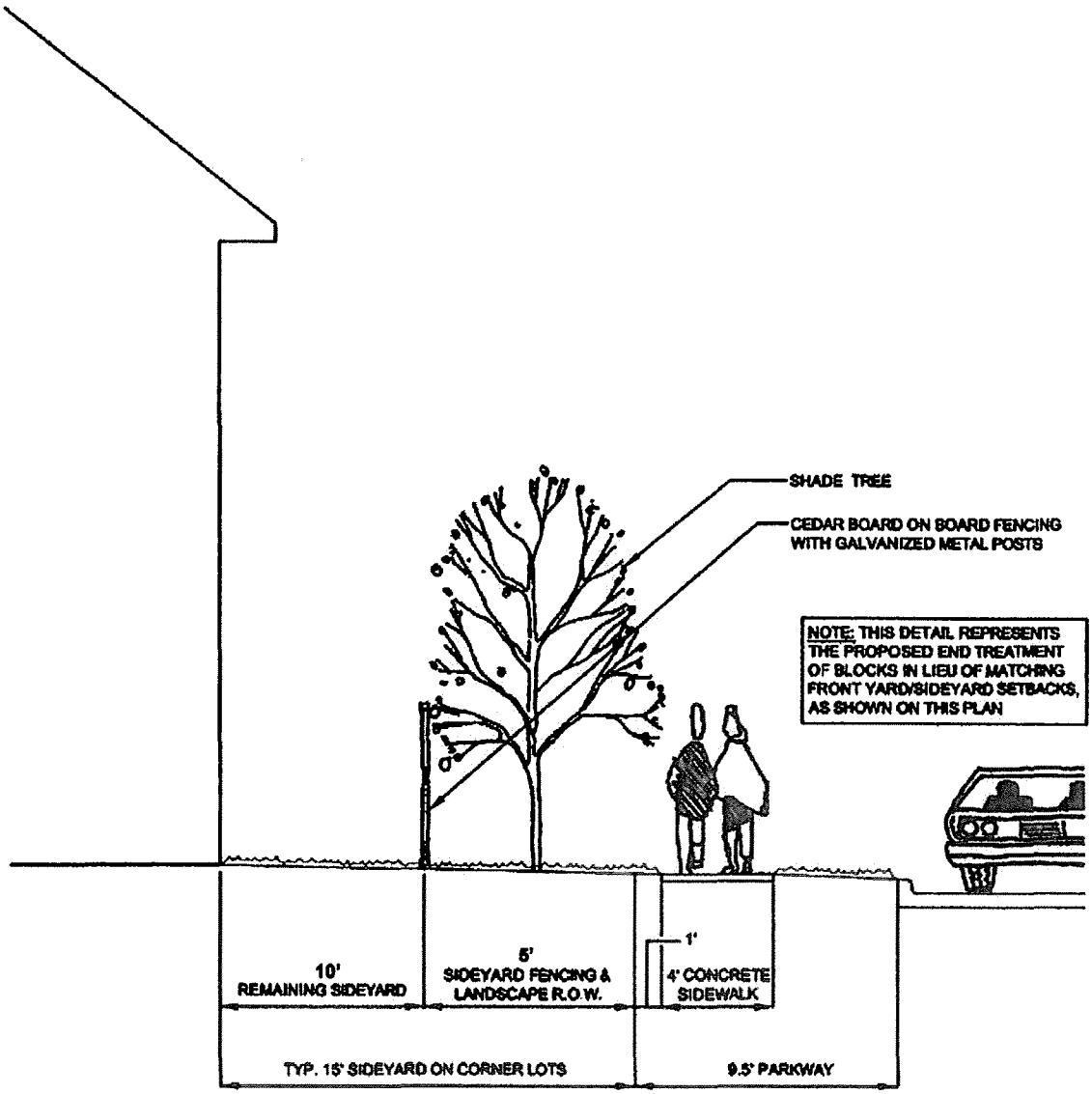
EXHIBIT "C"
STREETSCAPE PLAN



SIDEYARD FENCING & LANDSCAPE PLAN

PLAN **SCALE: N.T.S.**

EXHIBIT "D"
STREETSCAPE PLAN



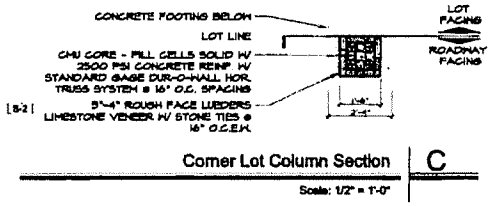
SIDEYARD FENCING & LANDSCAPE DETAIL

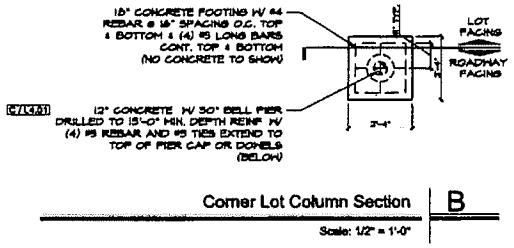
SECTION/ELEVATION **SCALE: N.T.S.**

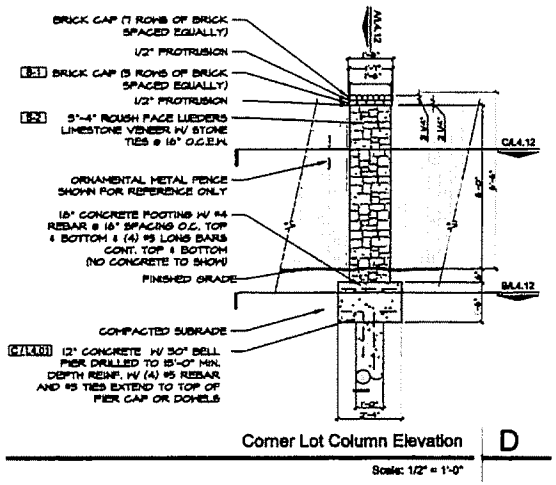
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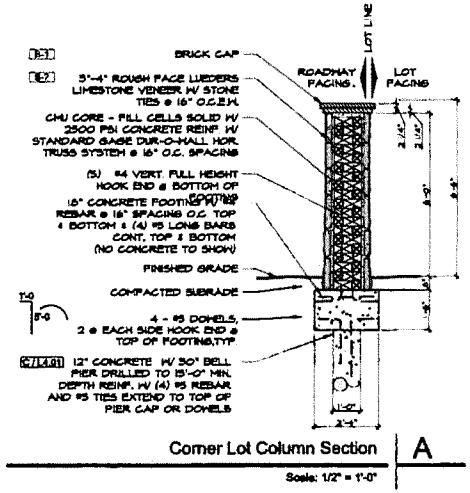
Brick for Columns is Acme Richland Meadows

Stone is Leuders Limestone







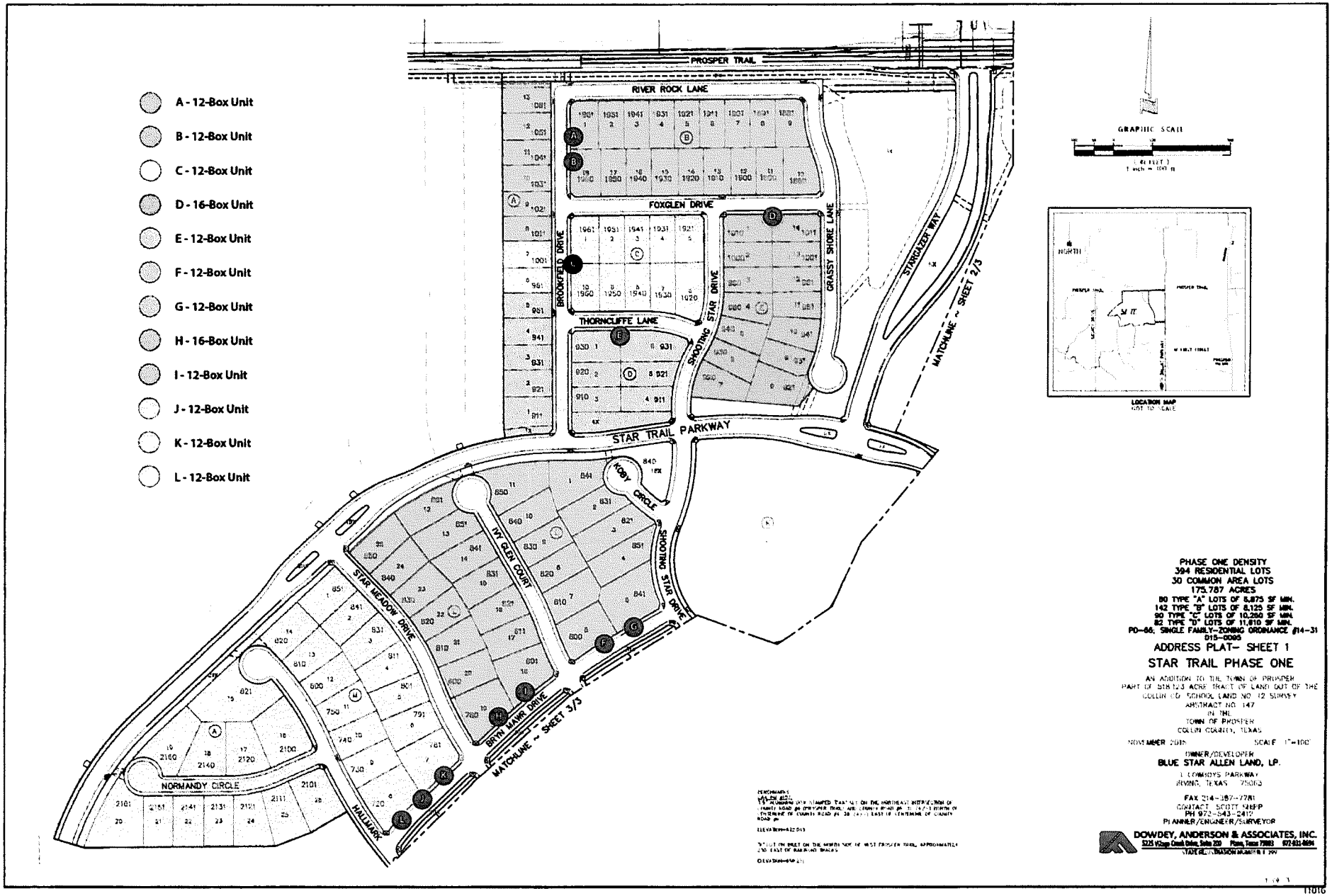


CORNER LOT COLUMN AS BUILT DETAIL

STAR TRAIL

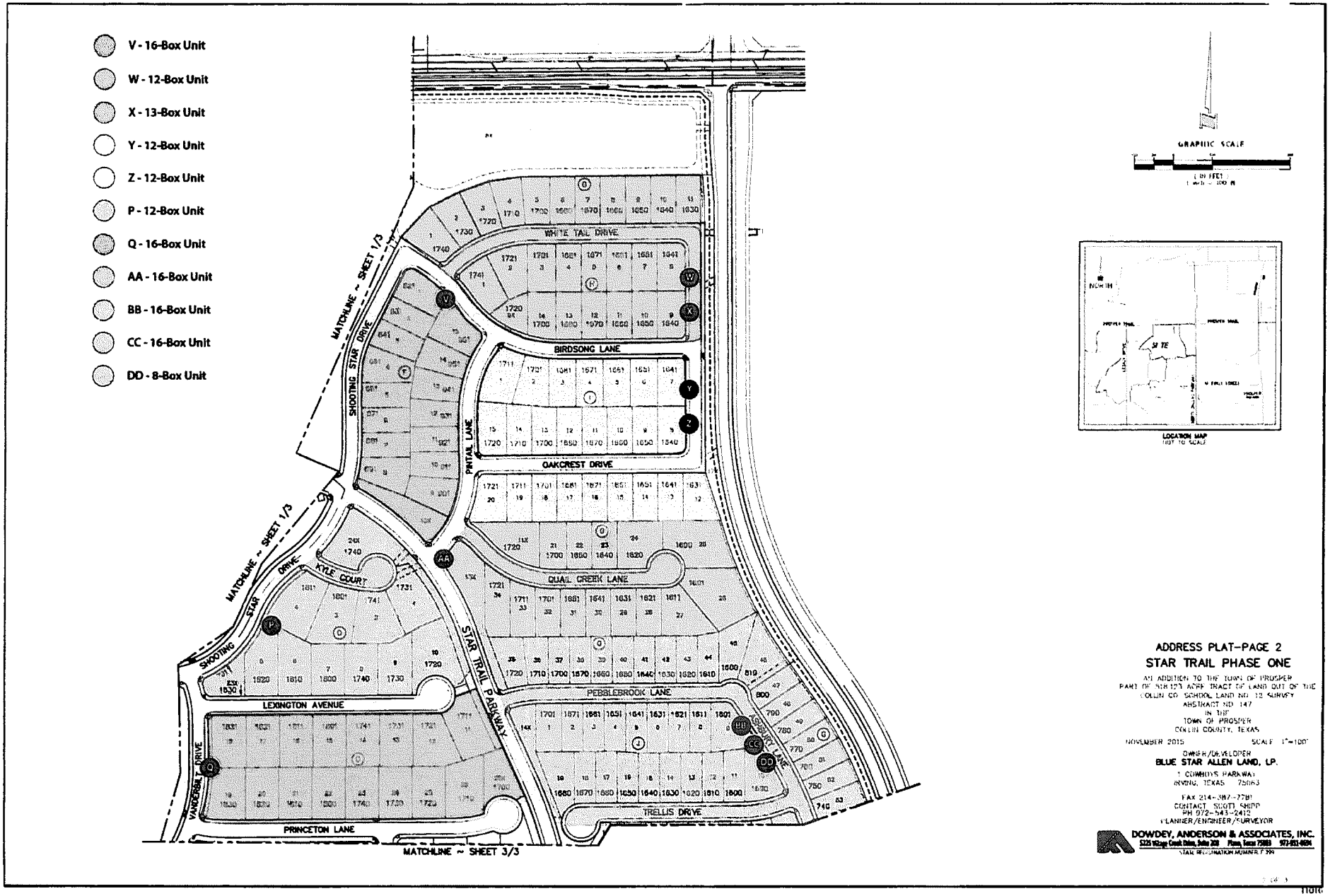
JUNE 16, 2017 MESA

Phase 1A and 1B CBU locations



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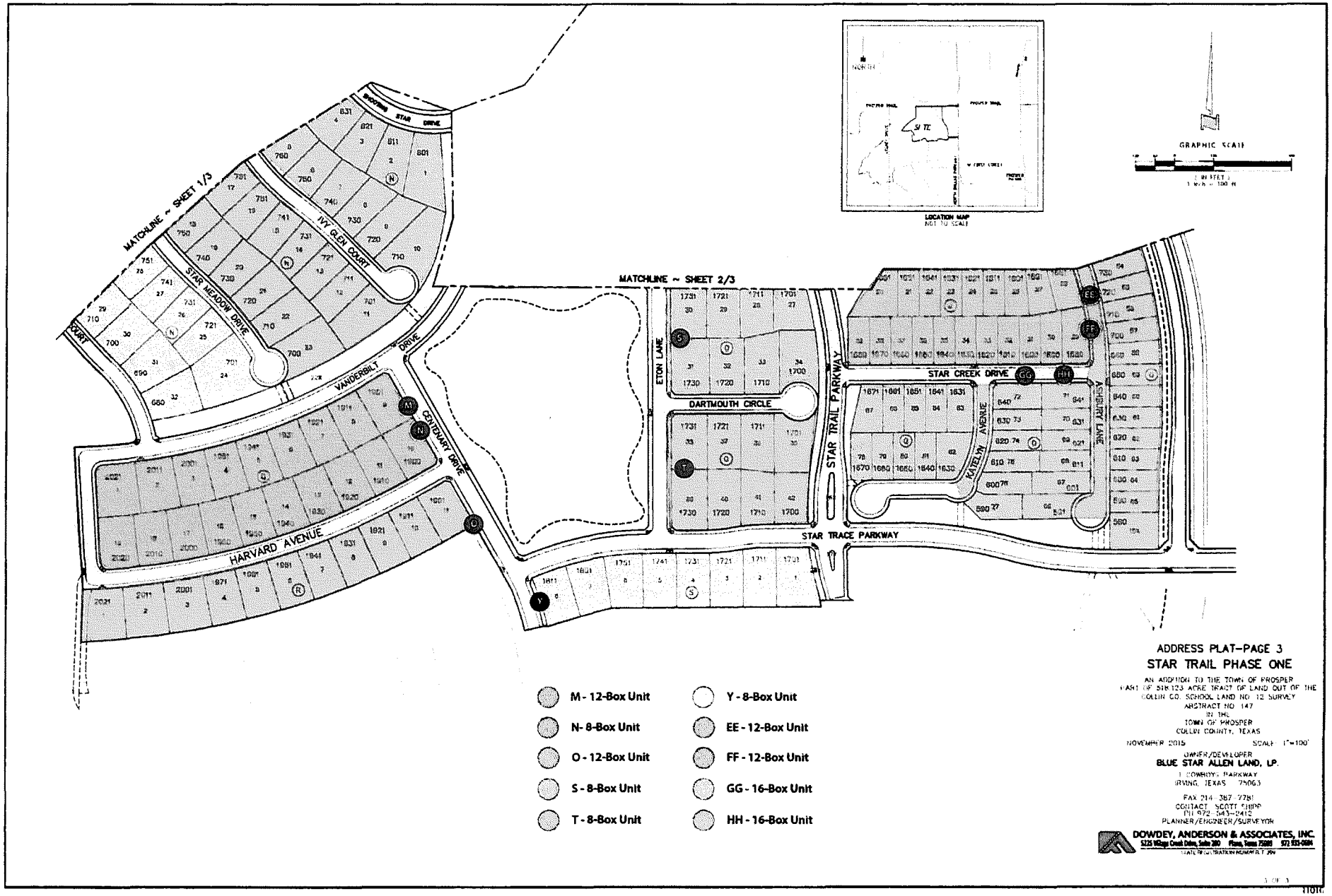
Phase 1A and 1B CBU locations



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Phase 1A and 1B CBU locations



The Villages of Star Trail Phase 2 Design Guidelines

January, 2020 - Type D Lots

1 TITLE AND SCOPE

100 TITLE

This compilation of guidelines shall be known as the Villages of Star Trail Design Guidelines, hereinafter referred to as "Guidelines" for Star Trail.

101 PURPOSE

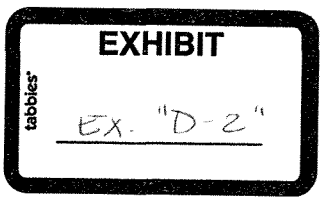
The purpose of these Guidelines is to provide certain minimum standards, provisions and requirements for appropriate and acceptable design and minimum required criteria for homebuilders and homeowners implementing new construction within Star Trail.

The suggestions, recommendations and requirements expressed in these guidelines hinge upon final approval of plans by and at the discretion of Blue Star Allen Land, LP, a Texas limited partnership, as the Declarant through the New Construction Committee (NCC.)

These guidelines are compatible and in continuity with the requirements of the Town of Prosper and the Declaration of Covenants, Conditions and Restrictions (the "Declaration") of the Villages of Star Trail.

102 SCOPE

These guidelines are for the purpose of outlining the minimum requirements for residences in Star Trail as well as to assist homebuilders and homeowners in the design of their residences. The evaluation of each submittal to the NCC relates to matters of judgement and taste, which cannot be reduced to a simple list of measurable criteria. It is possible a submission may meet all guidelines and criteria listed below and still not receive approval, if in the judgment of the NCC its overall aesthetic impact is not acceptable. The approval of an application for one proposed improvement shall not be construed as creating any obligation on the part of the NCC to approve applications involving similar designs for proposed improvements pertaining to different lots. The role of the NCC is to ensure that the overall quality level of Star Trail is maintained at the highest level possible while still allowing for each owner's individual taste in design, colors and materials.



200 PROCESS FOR CONSTRUCTION

SUBMITTAL OF MASTER PLAN SET

Prior to offering any plan for sale in Star Trail, all builders must submit a master set for review by the Villages of StarTrail NCC and Blue Star Allen Land, LP.

In cases of repetitive plans being offered for sale in the project, a one-time blanket approval for Builders, who own multiple lots, may be obtained for use at Star Trail.

In cases of individual modifications as might be requested by a prospective homeowner, an individual plan submittal for a specific lot/block will be required in each instance.

Each plan submitted for review under a Master Plan submittal shall include comprehensive construction plans and specifications which shall include, but not be limited to, the following items:

1. Architectural construction plans:

    a. Floor plans at 1/8"scale;
    b. Front elevations with finish notations at 1/8" = 1 ft. scale; remaining elevations with finish notations at 1/8" = 1 ft. scale. All elevations should show dimensions with:

        i. %-age of Masonry and all exterior materials and textures;

        ii. Type, size and material of all openings;

        iii. Roof pitch and type of roofing material, and

        iv. Doors and windows.

2. Square footage (first and second floors):

    a. Air-conditioned space (living area).
    b. Other.

The NCC will release the plans submitted by the homebuilder for building permit after full plan review and approval by Blue Star Allen Land, LP.

No plan review will begin until the Master Plan submittal form(s), and complete plan sets are received.

NOTE:Approval of homebuilder plans and specifications by Blue Star Allen Land, LP does not release the homebuilder from fully

complying with all applicable codes and requirements of the Town of Prosper. The review process of Blue Star Allen Land, LP is strictly for compliance with the design parameters as dictated in this document.

Allow four (4) weeks for processing architectural review of the Master Plan Set.

Should revisions to an individual plan/elevation be required, a re-submittal of the requested revised plans will be sent to the architect for approval and release prior to the submittal of any site plan for a specific lot/block.

201 MATERIAL SELECTIONS AND COLOR BOARD SUBMITTALS

Each builder shall prepare and submit a complete array of materials and colors to be offered to prospective homebuyers in Star Trail. This selections submittal shall contain the following:

- All brick colors and manufacturer
- Roofing material and color
- Siding material and color
- Trim color
- Garage door color/stain
- Shutter color, etc.

202 SITE PLAN SUBMITTALS

The homebuilder may start construction proceedings upon written receipt of an approved Master Plan submittal and an approved Site Plan submittal, specific to the requested lot/block. Such approvals to be granted contingent upon the receipt of all required permits from the Town of Prosper or other authorities having jurisdiction over the project.

For site plan approval, the homebuilder will submit the attached Site Plan Submittal form accompanied by a 1"=20' plan showing all dimensions, the location of the house on the Lot with all property lines, easements, setback and restriction lines, drives, walks, fences, walls and patios. After NCC plan approval has been issued, no adjustments to the location and siting of the dwelling on the lot are allowed without resubmitting a new site plan for approval by the NCC.

203 MINIMUM SOUARE FOOTAGE BY ZONING CLASSIFICATION

Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main building.

Type D Lots - Each single story dwelling constructed on a Type D lot shall contain a minimum of 3000 square feet of floor space; two story dwellings shall contain

minimum of 3500 square feet of floor space. There are no limitations on maximum square footage on Phase II Type D lots.

Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main building.

204 FLOORPLAN AND ELEVATION REPETITION

A minimum of four (4) distinctly different home elevations shall be built on the same side of every street in Star Trail. (Town of Prosper Residential Standards, October 7, 2015.)

On all Star Trail lots on the same side of a village street, repeat of floor plans shall be limited to one in every three lots (ie. a minimum two (2) lot separation.)

On all Star Trail lots on the same side of a village street, repeat of elevation shall be limited to one in every four lots (ie. a minimum three (3) lot separation.)

Additionally, the condition for repeats on all lots shall be such that the same floor plan or elevation may not be built directly across a street OR directly behind but, rather staggered by two (2) lots with the plan repeat as described above. This restriction applies to both the front and side conditions of each lot.

The NCC will have final approval of floor plan, elevation and brick colors, pursuant to policy and procedures established by the NCC and any deviation to the above Plan and Brick Repeat Policy will be subject to NCC review for consideration of a possible variance.

** *The NCC will maintain and provide a record of all plan, elevation and material selections by lot. The responsibility for the accuracy of all new plan submittals is the responsibility of the individual homebuilders.

205 BRICK REPEAT RESTRICTIONS

All lots on the same side of a village street, will allow a minimum of a two lot separation on brick, a brick base color, brick shade and brick appearance from the front of the home. Brick repeats will be evaluated based on COLOR of brick, not simply manufacturer, name and shade. Any remote suggestion of similarity will be cause for denial of the submittal.

Repeats require at least a two lot separation. Specifically there must be at least two houses between similar bricks/brick shades/painted brick, etc.)

Additionally, the restriction for brick repeats on all lots shall be such that the same brick/brick color may not be built directly across from OR behind but, rather

staggered by a minimum of two (2) lots. This restriction applies to both the front and side conditions of each lot.

Elevations featuring "painted brick" and stucco will also require a minimum two (2) lot separation. No painted brick of any color will be built on lots directly across the street from one another but instead adhere to the same repeat standards as stated above.

206 PLATE HEIGHT

Each Type C and Type D home shall have a minimum principal plate height of 10' on the first floor.

207 LANDSCAPE REQUIREMENTS

All landscaping will be in accordance with the requirements of PD 66/The Villages of Star Trail, these New Construction Guidelines and the general development standards as required by the Town of Prosper. Nothing herein shall be construed to be less than nor to reduce the requirements of the Town of Prosper.

PRESERVATION OF EXISTING TREES

Preservation and enhancement of any lot area retaining native vegetation is strongly encouraged. No trees measuring six inches (6") or more in diameter at a point four feet (4') above grade may be removed without written approval of the Declarant (such approval not to be unreasonably withheld.)

208 IRRIGATION

Irrigation will be required on all lots in Star Trail. The irrigation system shall be automatically controlled by a time clock and incorporate rain and freeze sensors to prevent water waste and ice formation.

209 LANDSCAPE LIGHTING

While not a requirement for any home built in StarTrail, if used, landscape lighting is to be low key and should be used to accent entrances and special features only. Overall high levels of light are not desired. Intensity should be no greater than that required for pedestrian safety, other than on landscape accent. The scale of this lighting should be at a residential level.

210 REQUIRED LANDSCAPE MATERIAL

LAWNS, FRONT, REAR AND SIDE

Yards (including front, side and rear) shall be completely sodded.

REQUIRED TREE PLANTINGS

All Phase II Type D lots within Star Trail must have a minimum of two (2) large trees in the front yard (species of tree from the following list.) Each large tree must be a minimum 4 caliper inches as measured at 12 inches above grade.

All Phase II Type D lots must have a minimum 2 large trees in the rear yard.

All lots, Type A, B, C and D located on a street corner adjacent to a street must have additional large trees planted along the side yard @ 30' OC.

To satisfy the requirements of these guidelines, all large trees must be selected from the following list and be a minimum 4 caliper inches as measured at 12 inches above grade.

REQUIRED SHRUB PLANTINGS

In summary, all Star Trail lots must have shrubs planted to affect a foundation screen across the front and any side elevations of the home visible from a street or common area.

Town of Prosper Development Requirements specify a minimum of the following for each zoning classification:

Type D Lots, typical 11,610 square feet - Minimum 20, 3 gallon shrubs across the front elevation of the home.

In addition, shrubs and hedges shall be planted along any side elevation not screened from view of neighboring homes and streets by a privacy fence.

Corner lots adjacent to a street, including lots with a side elevation facing the front elevation of a home, will require large trees be planted along the side elevation at 30' OC. Shrubs will be required along the foundation to affect a screen.

Shrubs and hedges shall be minimum three (3)-gallon plants and shall be spaced or clustered in an appropriate manner to conceal or direct attention from any exposed foundation.

The following criteria should be considered when selecting plants for use within Star Trail:

2. Native species and evergreens;
3. Relatively resistant to insects and diseases;
4. Cold hardy material
5. Adaptability to existing soil conditions; and
6. Long life expectancy.

211 PLANT LIST

Particular attention should be paid to the individual soil conditions and soil preparation to provide adequate drainage for all planted vegetation.

Large Canopy Trees

1. Pecan
2. Southern Magnolia
3. Shumard Red Oak
4. Cedar Elm
5. Texas Ash
6. Bur Oak
7. Live Oak
8. Fruitless Sweetgum
9. Southern Live Oak
10. Sycamore

Ornamental Trees

1. Aristocrat Pear
2. Crepe Myrtle
3. Mexican Plum
4. Yaupon Holly
5. Redbud
6. Roughleafed
7. Dogwood
8. Texas Persimmon
9. Tree-Form Holly, e.g. Nellie R. Stevens Holly, Foster Holly
10. Desert Willow
11. Hawthorne
12. Ornamental Pear
13. Possumhaw Holly
14. Vitex

SHRUBS

1. Dwarf Glossy Abelia/Glossy Abelia
2. Juniper
3. Barberry
4. Texas Sage (Cenizia)
5. Dwarf Yaupon Holly
6. Dwarf Burford Holly/Burford Holly
7. Indian Hawthorne
8. Cleyera
9. Nellie R. Stevens Holly
10. Sweet Viburnum
11. Willowleaf Holly
12. Dwarf Chinese Holly
13. Purpleleaf Japanese Barberry
14. Nandina
15. Encore Azalea

STRUCTURES

212 ROOF AND ROOFING MATERIAL

On all residential lots in Star Trail, 65% of any composition roof shall maintain a minimum roof pitch of 8:12. If the surface area of any residential lot in StarTrail is built with clay tile, cement tile, slate or slate products, or metal roofing material, a minimum of 75% shall maintain a minimum roof pitch of 3:12. (Town of Prosper Development Requirements Chapter 4, Section 9.8 A.)

Roof structures shall be out of conventional frames or wood trusses. Maximum height of any structure in Star Trail is 40 feet. Town of Prosper requires a residential sprinkler system be installed in any structure over 35 feet in height.

Finish materials for pitched roofs must be consistent throughout the individual villages at Star Trail. Acceptable materials are flat cement tiles, barrel type cement tiles, barrel clay tile or architectural type dimensional fiberglass singles with a 30-year warranty.

Gutters and downspouts may be exposed only if painted properly to match the color or the fascia, wall or column

All exposed roof vents, valleys, flashing and pipes extending through the roof shall be painted the same color as the roof.

213 EXTERIOR WALLS

The following requirements apply to all exterior walls and all kinds of facade applications for all structures. All elements of all elevations shall complete a total and continuous design.

All materials must be in compliance with the local Building Code and any other local regulations of the Town of Prosper.

Exterior wall finishes shall be consistent in color schemes, texture, composition and character throughout the individual villages at Star Trail. All exterior finishes will be subject to review and approval by the NCC. Walls with any type of exposed modular units will not be permitted.

100% masonry (brick, stone or stucco) on all front elevations. No siding of any kind will be allowed.

Housing elevations visible from any adjoining street, community entry, open space, common area, park, greenbelt shall be 100% brick, stone or stucco (no siding of any kind will be allowed).

Acceptable finishes are the following:

A. Brick; brick may be painted with the approval of the NCC as to color.

B. Stone

C. Cementatious lap siding (no more than 30% on any individual elevation in Type A and Type B lots; 20% max on Type C and Type D lots) 100% masonry on all front elevations. NOTE: **Cement fiber products may not be used in meeting the 70%-80% masonry requirement except in recessed and/or cantilevered features. Examples are porches, dormers, etc.**

D. Stucco (smooth, skip trowel or shot blast, as examples); and

E. Other finishes permitted by the Town of Prosper subject to ARC approval.

Please refer to the Attached Exhibit for specific masonry requirements by lot and elevation.

214 BALCONY PLACEMENT

No rear facing balconies will be allowed on any lots in Star Trail except those lots that back/side to a park, greenbelt or street.

215 WINDOWS

All window framing will be bronzed, cream, sand or white anodized aluminum, vinyl or wood.

Window shutters, as an architectural design element, may be approved on a plan by plan basis.

No reflective window coverings or treatments shall be permitted at Star Trail. The ARC, at its discretion, may control or prohibit window coverings and treatments not reasonably compatible with aesthetic standards of the area.

216 EXTERIOR WALL COLORS

When finish materials for the exterior of the structures require painting, the color selection shall be based on compatible colors throughout the individual villages at Star Trail.

Homebuilders will offer color schemes and paint colors previously approved by the NCC.

In no circumstance shall two (2) houses of identical brick and paint color packages be permitted on adjacent lots fronting the same road. See Section 205 for additional considerations on brick/color repeats.

217 GARAGES AND DRIVEWAY MATERIALS

All StarCreek homes shall have a minimum of one (1) two (2) car garage but no more than two (2) two (2) car garages. Each garage must meet a 400 square feet minimum.

No carports shall be permitted.

No garage door directly facing a street shall be less than 25 feet from the property line.

Garage doors directly facing a street shall not occupy more than fifty percent (50%) of the width of the front facade of the house.

Homes may feature up to a three (3) car garage provided all three bays not face the street but are split in a two/one configuration.

Garage door stain will be selected from builder's approved color selection.

No standard, traditional steel garage doors, painted or stained, will be allowed on any lot in Star Trail.

Doors must be constructed of a material that gives the appearance of a real wood door when viewed from any community street. Materials may consist of paint or stain grade wood (Cedar, Ash, Hemlock, etc.) or other material, including fiberglass or steel, that when stained or painted gives the appearance of a real wood door.

Doors may be single or double wide doors.

Additionally, two of the following upgrades must be incorporated:

If single doors, doors must be separated by a masonry column.

Garage doors may be "carriage style door" designs giving the appearance of a classic swing-open design with the flexibility of an overhead door operation.

Doors may incorporate decorative hardware.

Doors may incorporate windows.

218 DRIVEWAYS

All Phase II Type D Star Trail lots will feature driveways constructed of 60MM Belgard Brick Pavers installed in a Herringbone pattern. Color of paver is Fossil Beige.

219 DOORS

Screen doors shall be compatible with the design and color of the home.

Entrance doors shall be compatible with the house design. Material shall be solid wood, fiberglass or metal insulated type.

220 AWNINGS

Awnings are prohibited in Star Trail.

221 DETACHED STRUCTURES

Any free standing structure contemplated for a property, such as, but not limited to, a pavilion, a gazebo, platform, doghouse or dog run, playhouse, cabana, etc. must be submitted for approval with the required drawings and information. Approval will be granted only upon the merit of the structure, its location within the standard building setbacks for the particular zoning, its compatibility with the main house and its desirability for the neighborhood.

No free standing garage, garage apartment, storage or guest house will be allowed in Star Trail.

222 FENCING

Fencing is required in Star Trail per the attached exhibit. Certain sections/types of fencing will be installed by the developer, as noted. The remaining fencing is the requirement of the builder.

Fencing guidelines are as follows:

Lots Adjacent to Public Park/Public Hike and Bike Trail

Require a decorative wrought iron fence, minimum 4 foot in height, abutting said public area. (PD-66 as Amended May, 2017)

Builders will work to ensure a constant fence height is maintained. In the event a fence height must vary, it will always be "evenly stepped" in panels vs. a slope in the overall fence.

Developer/Builder Installed Corner Lots

All builder installed fencing on lots not specifically requiring decorative iron will be board on board.

All residential lots located on a corner adjacent to a street require either decorative iron or board-on-board fencing along the sideyard adjoining the street. Masonry columns, placed at 21 feet OC, are required along all corner lot sideyards. A detail of the required masonry column is attached.

All fencing returns to the house will be board on board or decorative iron consistent with the sideyard fencing material required.

Lots Adiacent to HOA-owned areas

Masonry will only be allowed on lots adjacent to or abutting HOA-owned common area.

Builder Installed Cedar Fencing

If cedar fencing is required, the fence will be built with a top rail and shall be supported with galvanized steel posts, 8 foot OC. All cedar fencing will be typical Board-on-Board, per the attached exhibit.

In deciding how to "face" the cedar fencing, unless otherwise stipulated by Town of Prosper guidelines or PD 66, the first homebuilder building will set the standard for fence facings (ie. posts in or out.) Adjacent homes will adhere to this standard unless an agreement is reached on double facing any fence section.

ALL WOOD FENCING WILL BE A CONSISTENT COLOR THROUGHOUT STAR TRAIL.

IF THE FENCE PANELS ARE PRE-STAINED, m. ACE FENCING:

The stain is: Seal Rite- Medium Brown, an oil base, semi-transparent stain that offers a natural look.

IF THE FENCE PANELS ARE NOT STAINED PRIOR TO INSTALLATION:

The stain may be purchased directly from Ace OR be color matched at Sherwin Williams, Home Depot, Lowes while making sure it is oil based. If purchasing the stain, use "Ready Seal, Medium Brown, Color number OS-015B."

FENCING RETURNS:

All lots requiring wooden fencing (both board to board AND board on board) require a board-on-board return to the house.

All lots requiring wrought iron fencing require a wrought iron return to the house.

Fencing specifications by lot as outlined on the attached color exhibit carry the following specifications:.

The fencing setback for all Type D StarTrail lots is as follows:

*Type D/86' lot zoning - no fencing shall extend beyond a point fifteen feet(15') behind the front wall plane of the main structure into the front yard.

223 AIR CONDITIONERS

No window or wall air conditioning units will be permitted on any building in StarTrail.

Outside condensing units (compressors) which are not located within a privacy fenced area shall be entirely screened by shrubbery, a solid privacy enclosure or through building orientation. Appropriate access and service space will be provided; however, such access shall never be visible from the street(s). This screening requirement shall also apply to pool equipment located outside a privacy fenced area.

224 FIREPLACES AND CHIMNEYS

Unless an alternate material is approved by the Town Council of Prosper, the exterior cladding of any chimney must be 100% masonry constructed of either brick, natural stone or stucco. Town of Prosper October, 2015

225 SWIMMING POOLS ALL OUTDOOR STRUCTURES

Any construction that affects the exterior of a Star Trail home including construction of a pool, gazebo, trellis, etc. under the supervision of the homebuilder shall be subject to the review and approval of the NCC. Pool equipment shall be screened by shrubbery if located outside a privacy fenced area.

226 MAILBOXES

The Town of Prosper, under direction from the USPS, will require Cluster Mailboxes in Star Trail. The mailboxes will be purchased and installed by the Developer and rebilled to the builders. Key distribution will be handled by the respective on-site builder sales representative after the home is closed to the homeowner.

A map showing all Phase II CPU locations and size is attached.

Villages of Star Trail
New Construction Review Application

Once builder has submitted and received comments/approval of a Master Plan submittal(s), with materials and colors to be offered in StarTrail, subsequent submittals for construction will not require a second full set of plans. Builders may subsequently submit one (1) copy of this completed form and one (1) scaled site plan (1"=20') indicating adherence to all setbacks, location of HVAC equipment and fencing material/placement for each new release. Any revisions to an existing approved floorplan and/or elevation per the Master Plan submittal set will require a full set of plans be submitted for review/ approval.

This applicant acknowledges and agrees the New Construction Committee (NCC) and the Villages of StarTrail HomeOwners Association, Inc. (HOA) assume no liability resulting from the approval or disapproval of any plan(s) submitted by the applicant. The NCC and the HOA have no liability and make no representations regarding the adequacy or quality of any submitted plans or whether such plans comply with any or all local, state or national governmental requirements.

Builder/Applicant: _____ Date: _____

Contact: _____ Telephone: _____

Zoning Classification: ___ Phase: ___ Lot/Block: ___ Street Address: _____

Plan Name/Number: _____ Elevation: _____

Total A/C Sq. Footage: _____ 1st Floor A/C: _____ 2nd Floor A/C: _____

Options: _____

_____

Released as (Check one) Model: _____ Spec: _____ Build-to-suit: _____

MATERIAL SCHEDULE AND COLOR

SELECTIONS SIDING:

Wood: Manufacturer & Stain/Paint Color:

_____

Cementatious: _____ Manufacturer/Color: _____

All materials and colors must be submitted and approved prior to construction in StarTrail. All minimum masonry requirements must be met per elevation. Cementatious siding may not be included in meeting the required masonry percentage per elevation. In calculating the maximum siding per elevation, all windows surrounded by siding will count the window square footage as siding.

Page Two

MASONRY:

Stone: _____ Color: _____

Stucco: _____ Color: _____

Brick: _____ Manufacturer/Color: _____

ROOFING:

Composition: _____ Manufacturer/Color: _____

Tile: _____ Manufacturer/Color: _____

GARAGE DOOR PAINT/STAIN: Manufacturer/color: _____

General Comments: _____

_____

_____

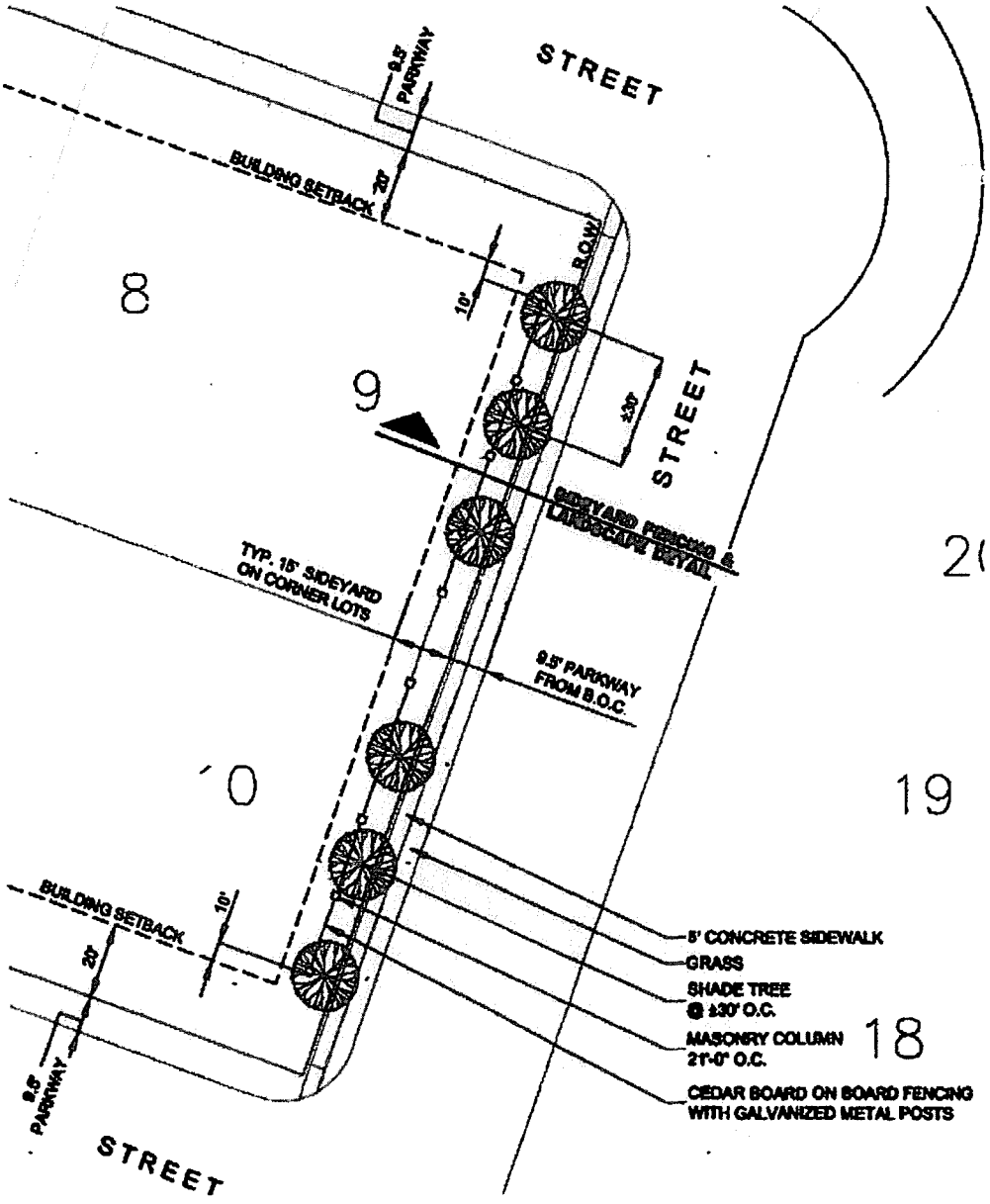
APPROVAL/DENIAL AND REQUIRED REVISIONS FOR RESUBMITTAL:

_____

REVIEWED ON: _____ BY: _____

_____ _____

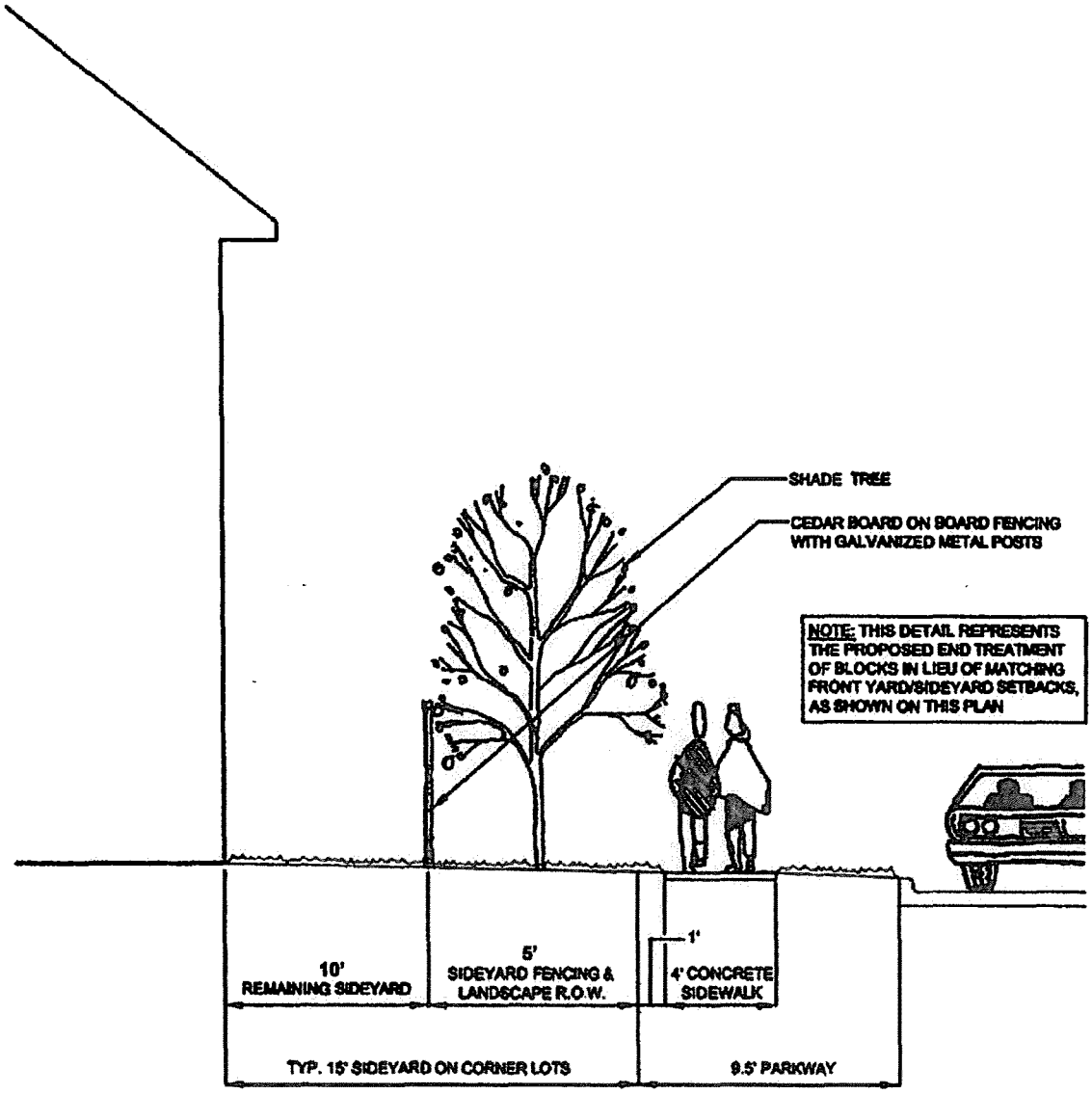
EXHIBIT "C"
STREETSCAPE PLAN.



SIDEYARD FENCING & LANDSCAPE PLAN

PLAN SCALE, N.T.S.

EXHIBIT "D"
STREETSCAPE PLAN



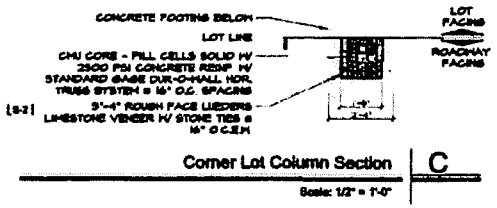
SIDEYARD FENCING & LANDSCAPE

DETAIL SECTION/ELEVATION SCALE, N.T.S.

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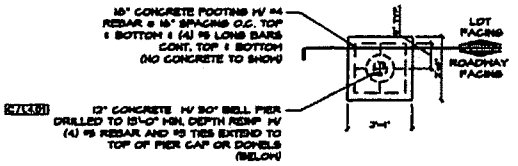
Brick for Columns is Acme Richland Meadows

Stone is Leuders Limestone



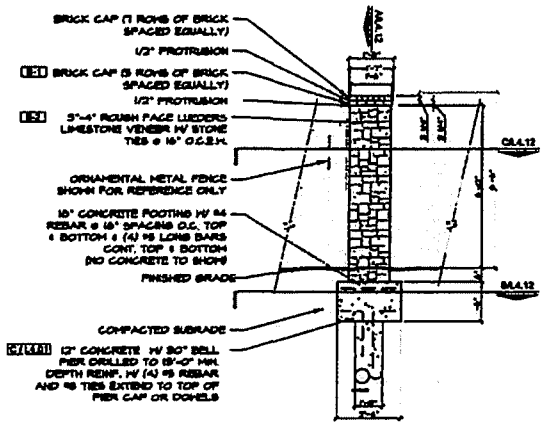
Corner Lot Column Section | C

Scale: 1/2" = 1'-0"



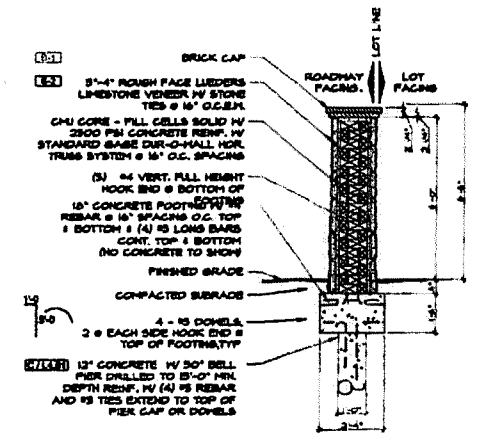
Corner Lot Column Section | B

Scale: 1/2" = 1'-0"



Corner Lot Column Elevation | D

Scale: 1/2" = 1'-0"



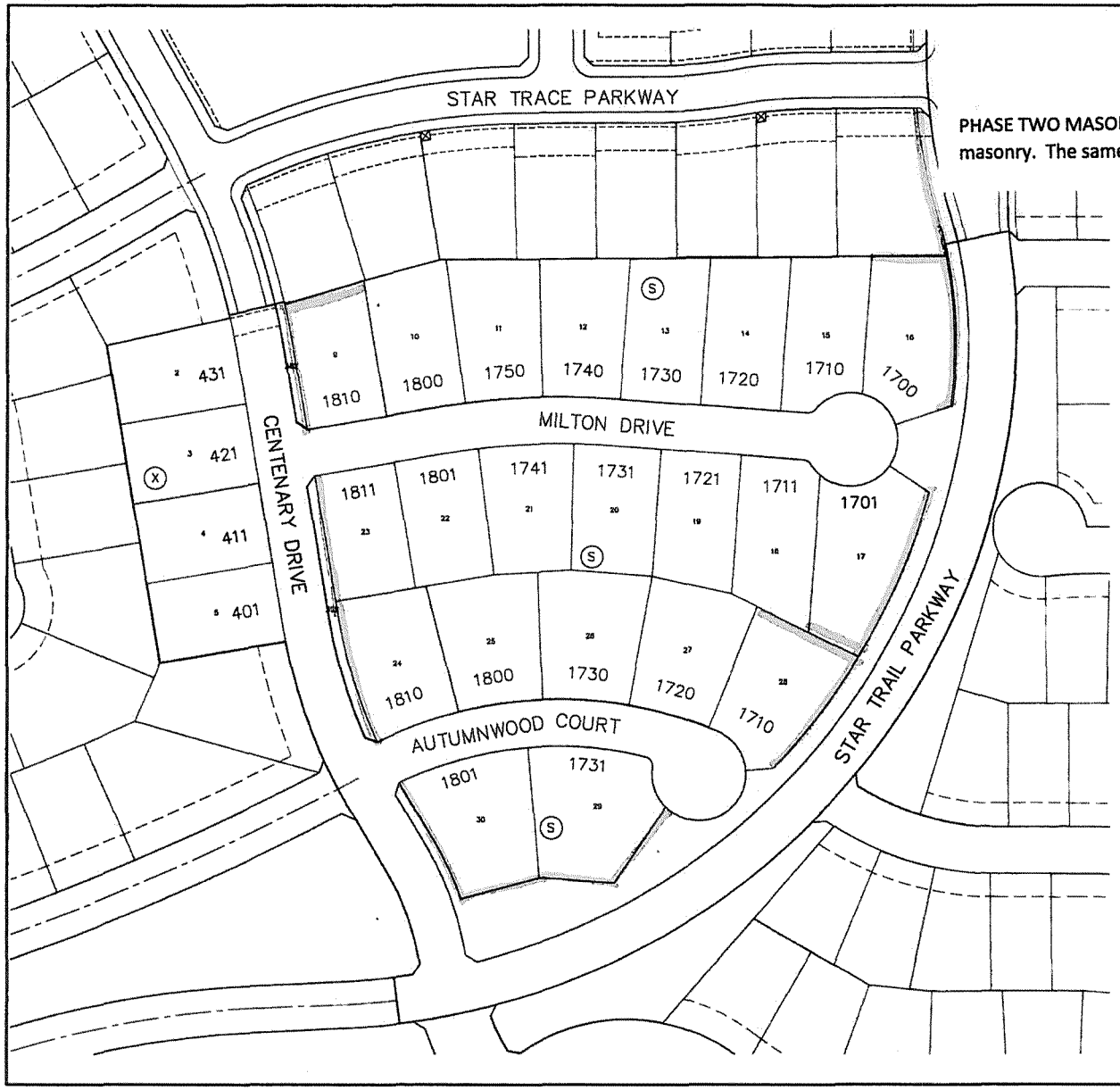
Corner Lot Column Section | A

Scale: 1/2" = 1'-0"

CORNER LOT COLUMN AS BUILT DETAIL

STAR TRAIL

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PHASE TWO MASONRY REQUIREMENTS - Highlighted elevations require 100% masonry. The same is required of all front elevations.

(IN FEET)
1 inch = 50 ft.

PHASE ONE A DENSITY
26 RESIDENTIAL LOTS
3 COMMON AREA LOTS
12.541 ACRES
AVERAGE LOT SIZE = 12,800 SF

26 TYPE "D" LOTS OF 11,610 SF MIN.
PD-66; SINGLE FAMILY-ZONING ORDINANCE #14-31
TOWN OF PROSPER CASE # 016-0080

ADDRESS PLAN

STAR TRAIL PHASE TWO

AN ADDITION TO THE TOWN OF PROSPER
PART OF 518.123 ACRE TRACT OF LAND OUT OF THE
COLLIN CO. SCHOOL LAND NO. 12 SURVEY
ABSTRACT NO. 147
IN THE
TOWN OF PROSPER
COLLIN COUNTY, TEXAS

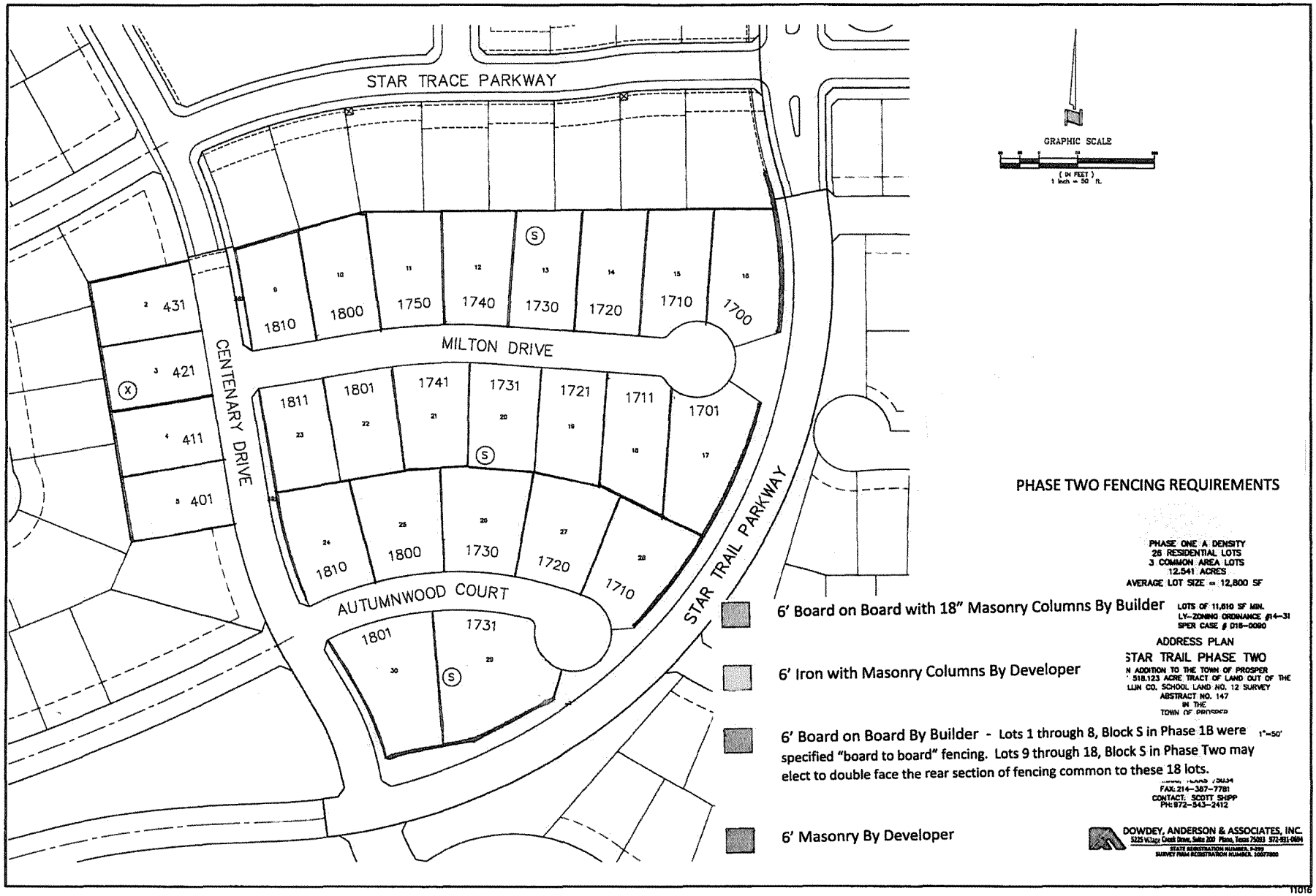
FEBRUARY 2017 SCALE: 1"=50'

OWNER/DEVELOPER
BLUE STAR ALLEN LAND, LP.
8000 WARREN PARKWAY
BUILDING 1, SUITE 100
FRISCO, TEXAS 75034
FAX. 214-387-7781
CONTACT: SCOTT SHIPP
PH: 972-343-2412

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-002
SURVEY FIRM REGISTRATION NUMBER: 10077600

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STAR TRAIL PHASE TWO FINAL
CLUSTER MAILBOX ASSIGNMENTS

11610 SF Min.	Per Zoning						
LOT	BLOCK	AREA (SF)	LOT TYPE	ADDRESS	BUILDER		
9	S	13,731	D	1810 Milton Drive	HIGHLAND HOMES	B	14
10	S	13,331	D	1800 Milton Drive	HIGHLAND HOMES	B	12
11	S	13,684	D	1750 Milton Drive	MHI/COVENTRY HOMES	B	11
12	S	13,465	D	1740 Milton Drive	MHI/COVENTRY HOMES	B	9
13	S	13,345	D	1730 Milton Drive	HIGHLAND HOMES	B	7
14	S	13,933	D	1720 Milton Drive	HIGHLAND HOMES	B	5
15	S	13,490	D	1710 Milton Drive	MHI/COVENTRY HOMES	B	3
16	S	15,228	D	1700 Milton Drive	MHI/COVENTRY HOMES	B	1
17	S	16,859	D	1701 Milton Drive	HIGHLAND HOMES	B	2
18	S	14,210	D	1711 Milton Drive	HIGHLAND HOMES	B	4
19	S	12,268	D	1721 Milton Drive	MHI/COVENTRY HOMES	B	6
20	S	12,280	D	1731 Milton Drive	MHI/COVENTRY HOMES	B	8
21	S	12,585	D	1741 Milton Drive	HIGHLAND HOMES	B	10
22	S	11,975	D	1801 Milton Drive	MHI/COVENTRY HOMES	B	13
23	S	13,046	D	1811 Milton Drive	MHI/COVENTRY HOMES	B	15
24	S	15,928	D	1810 Autumnwood Court	HIGHLAND HOMES	A	7
25	S	14,391	D	1800 Autumnwood Court	HIGHLAND HOMES	A	5
26	S	14,781	D	1730 Autumnwood Court	HIGHLAND HOMES	A	3
27	S	14,457	D	1720 Autumnwood Court	MHI/COVENTRY HOMES	A	2
28	S	15,263	D	1710 Autumnwood Court	MHI/COVENTRY HOMES	A	1
29	S	21,633	D	1731 Autumnwood Court	HIGHLAND HOMES	A	4
30	S	21,787	D	1801 Autumnwood Court	MHI/COVENTRY HOMES	A	6
2	X	12,147	D	431 Centenary Drive	MHI/COVENTRY HOMES	A	12
3	X	11,696	D	421 Centenary Drive	MHI/COVENTRY HOMES	A	11
4	X	11,696	D	411 Centenary Drive	HIGHLAND HOMES	A	10
5	X	11,697	D	401 Centenary Drive	HIGHLAND HOMES	A	9

CBU TYPE III

A

Physical Address - 1810 AUTUMNWOOD CT
Physical Location - end of block on side yard
CBU Manufacture - FLORENCE
Box Condition - Good __X____ Maintenance Needed _____
Owned By Postal Service - Yes _____ No _X___

1	1710 AUTUMNWOOD CT	9	401 CENTENARY DR
2	1720 AUTUMNWOOD CT	10	411 CENTENARY DR
3	1730 AUTUMNWOOD CT	11	421 CENTENARY DR
4	1731 AUTUMNWOOD CT	12	431 CENTENARY DR
5	1800 AUTUMNWOOD CT		COLLECTION SLOT
6	1801 AUTUMNWOOD CT	13	*Future Phase Address*
7	1810 AUTUMNWOOD CT	14	Vacant
8	*Future Phase Address*	15	Vacant
		16	Vacant
	PARCEL LOCKER		PARCEL LOCKER

CARRIERS AND CUSTOMERS VIEW

Current Route Number _____

Post Office _____

Zip Code _____

Verified By (Print) _____

Supervisors Signature (Print)_____

CBU TYPE III

B

Physical Address - 1811 MILTON DR
Physical Location - end of block on side yard
CBU Manufacture - FLORENCE
Box Condition - Good __X____ Maintenance Needed _____
Owned By Postal Service - Yes _____ No _X___

1	1700 MILTON DR	9	1740 MILTON DR
2	1701 MILTON DR	10	1741 MILTON DR
3	1710 MILTON DR	11	1750 MILTON DR
4	1711 MILTON DR	12	1800 MILTON DR
5	1720 MILTON DR		COLLECTION SLOT
6	1721 MILTON DR	13	1801 MILTON DR
7	1730 MILTON DR	14	1810 MILTON DR
8	1731 MILTON DR	15	1811 MILTON DR
		16	Vacant
	PARCEL LOCKER		PARCEL LOCKER

CARRIERS AND CUSTOMERS VIEW

Current Route Number _____

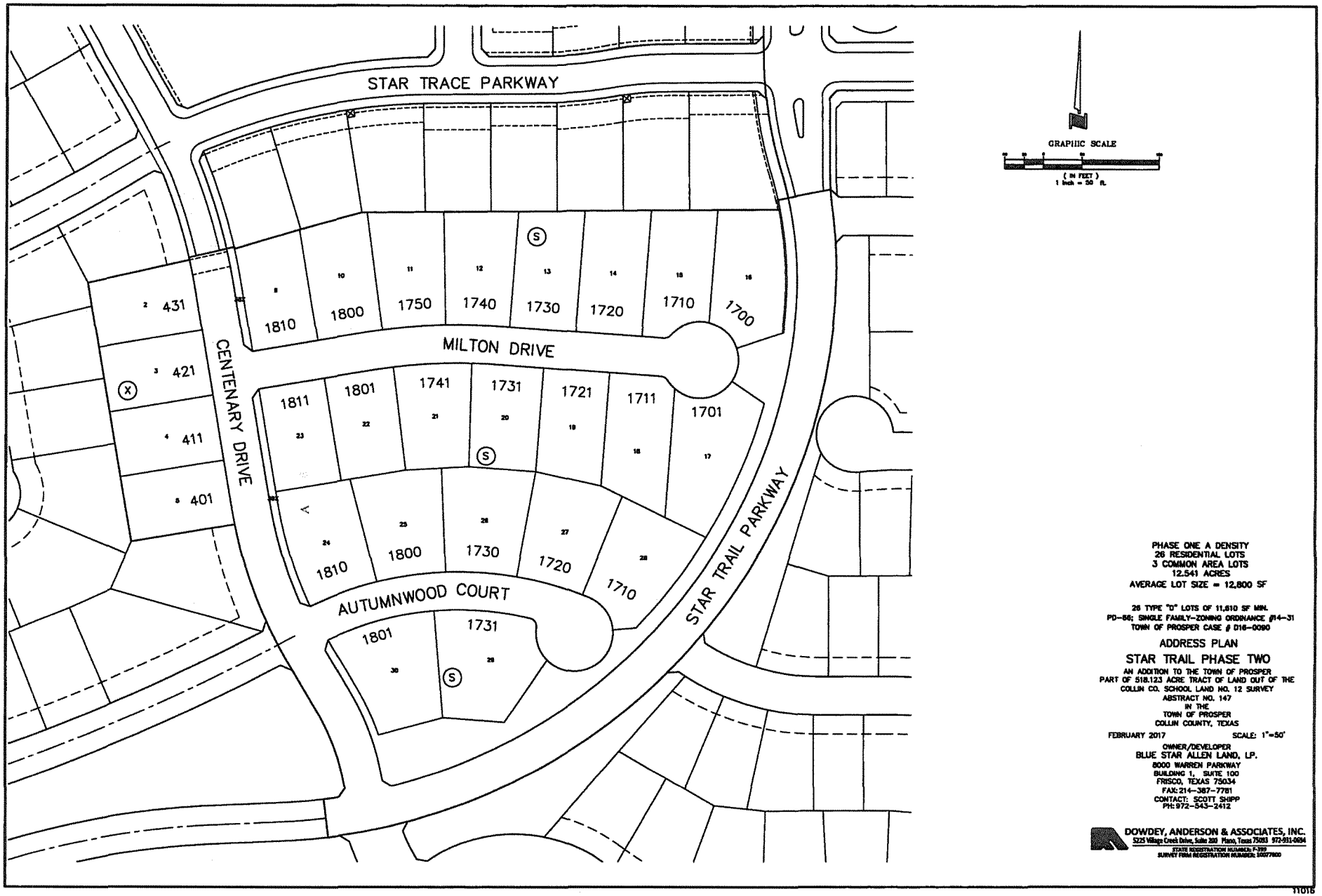
Post Office _____

Zip Code _____

Verified By (Print) _____

Supervisors Signature (Print)_____

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PHASE ONE A DENSITY
26 RESIDENTIAL LOTS
3 COMMON AREA LOTS
12.541 ACRES
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PD-66; SINGLE FAMILY-ZONING ORDINANCE #14-31
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ADDRESS PLAN

STAR TRAIL PHASE TWO

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COLLIN CO. SCHOOL LAND NO. 12 SURVEY
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IN THE
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COLLIN COUNTY, TEXAS

FEBRUARY 2017 SCALE: 1"=50'

OWNER/DEVELOPER
BLUE STAR ALLEN LAND, LP.
8000 WARREN PARKWAY
BUILDING 1, SUITE 100
FRISCO, TEXAS 75034
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CONTACT: SCOTT SHIPP
PH: 972-543-2412

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800

11016

The Villages of Star Trail Design Guidelines
PHASE 3 - TYPE A LOTS
JANUARY 2020

100 TITLE

This compilation of guidelines shall be known as the Villages of Star Trail Design Guidelines, hereinafter referred to as "Guidelines" for Star Trail.

101 PURPOSE

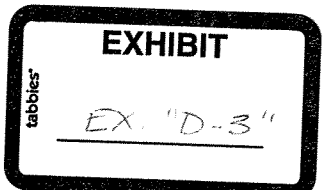
The purpose of these Guidelines is to provide certain minimum standards, provisions and requirements for appropriate and acceptable design and minimum required criteria for homebuilders and homeowners implementing new construction within Star Trail.

The suggestions, recommendations and requirements expressed in these guidelines hinge upon final approval of plans by and at the discretion of Blue Star Allen Land, LP, a Texas limited partnership, as the Declarant through the New Construction Committee (NCC.)

These guidelines are compatible and in continuity with the requirements of the Town of Prosper and the Declaration of Covenants, Conditions and Restrictions (the "Declaration") of the Villages of Star Trail.

102 SCOPE

These guidelines are for the purpose of outlining the minimum requirements for residences in Star Trail as well as to assist homebuilders and homeowners in the design of their residences. The evaluation of each submittal to the NCC relates to matters of judgment and taste, which cannot be reduced to a simple list of measurable criteria. It is possible a submission may meet all guidelines and criteria listed below and still not receive approval, if in the judgment of the NCC its overall aesthetic impact is not acceptable. The approval of an application for one proposed improvement shall not be construed as creating any obligation on the part of the NCC to approve applications involving similar designs for proposed improvements pertaining to different lots. The role of the NCC is to ensure that the overall quality level of Star Trail is maintained at the highest level possible while still allowing for each owner's individual taste in design, colors and materials.



200 PROCESS FOR CONSTRUCTION

SUBMITTAL OF MASTER PLAN SET

Prior to offering any plan for sale in Star Trail, all builders must submit a master set for review by the Villages of StarTrail NCC and Blue Star Allen Land, LP.

In cases of repetitive plans being offered for sale in the project, a one-time blanket approval for Builders, who own multiple lots, may be obtained for use at Star Trail.

In cases of individual modifications as might be requested by a prospective homeowner, an individual plan submittal for a specific lot/block will be required in each instance.

Each plan submitted for review under a Master Plan submittal shall include comprehensive construction plans and specifications which shall include, but not be limited to, the following items:

1. Architectural construction plans:

    a. Floor plans at 1/8"scale;
    b. Front elevations with finish notations at 1/8" = 1 ft. scale; remaining elevations with finish notations at 1/8" = 1 ft. scale. All elevations should show dimensions with:

        i. %-age of Masonry and all exterior materials and textures;

        ii. Type, size and material of all openings;

        iii. Roof pitch and type of roofing material, and

        iv. Doors and windows.

2. Square footage (first and second floors):

    a. Air-conditioned space (living area).
    b. Other.

The NCC will release the plans submitted by the homebuilder for building permit after full plan review and approval by Blue Star Allen Land, LP.

No plan review will begin until the Master Plan submittal form(s), and complete plan sets are received.

NOTE:Approval of homebuilder plans and specifications by Blue Star Allen Land, LP does not release the homebuilder from fully

complying with all applicable codes and requirements of the Town of Prosper. The review process of Blue Star Allen Land, LP is strictly for compliance with the design parameters as dictated in this document.

Allow four (4) weeks for processing architectural review of the Master Plan Set.

Should revisions to an individual plan/elevation be required, a re-submittal of the requested revised plans will be sent to the architect for approval and release prior to the submittal of any site plan for a specific lot/block.

201 MATERIAL SELECTIONS AND COLOR BOARD SUBMITTALS

Each builder shall prepare and submit a complete array of materials and colors to be offered to prospective homebuyers in Star Trail. This selections submittal shall contain the following:

- All brick colors and manufacturer
- Roofing material and color
- Siding material and color
- Trim color
- Garage door color/stain
- Shutter color, etc.

202 SITE PLAN SUBMITTALS

The homebuilder may start construction proceedings upon written receipt of an approved Master Plan submittal and an approved Site Plan submittal, specific to the requested lot/block. Such approvals to be granted contingent upon the receipt of all required permits from the Town of Prosper or other authorities having jurisdiction over the project.

For site plan approval, the homebuilder will submit the attached Site Plan Submittal form accompanied by a 1"=20' plan showing all dimensions, the location of the house on the Lot with all property lines, easements, setback and restriction lines, drives, walks, fences, walls and patios. After NCC plan approval has been issued, no adjustments to the location and siting of the dwelling on the lot are allowed without resubmitting a new site plan for approval by the NCC.

203 MINIMUM SOUARE FOOTAGE BY ZONING CLASSIFICATION

Type A Lots - Each single story dwelling constructed on a Type A lot shall contain a minimum of 1800 square feet of floor space, maximum of 3600 square feet; two story dwellings shall contain a minimum of 2000 square feet of floor space, maximum of 3900 square feet.

Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main building.

204 FLOORPLAN AND ELEVATION REPETITION

A minimum of four (4) distinctly different home elevations shall be built on the same side of every street in Star Trail. (Town of Prosper Residential Standards, October 7, 2015.)

On all Star Trail lots on the same side of a village street, repeat of floor plans shall be limited to one in every three lots (ie. a minimum two (2) lot separation.)

On all Star Trail lots on the same side of a village street, repeat of elevation shall be limited to one in every four lots (ie. a minimum three (3) lot separation.)

Additionally, the condition for repeats on all lots shall be such that the same floor plan or elevation may not be built directly across a street OR directly behind but, rather staggered by two (2) lots with the plan repeat as described above. This restriction applies to both the front and side conditions of each lot.

The NCC will have final approval of floor plan, elevation and brick colors, pursuant to policy and procedures established by the NCC and any deviation to the above Plan and Brick Repeat Policy will be subject to NCC review for consideration of a possible variance.

** *The NCC will maintain and provide a record of all plan, elevation and material selections by lot. The responsibility for the accuracy of all new plan submittals is the responsibility of the individual homebuilders.

205 BRICK REPEAT RESTRICTIONS

All lots on the same side of a village street, will require a minimum of a two lot separation on brick, a brick base color, brick shade and brick appearance from the front of the home. Brick repeats will be evaluated based on COLOR of brick, not simply manufacturer, name and shade. Any remote suggestion of similarity can be cause for denial of the submittal.

Repeats require at least a two lot separation. Specifically there must be at least two houses between similar bricks/brick shades/painted brick, etc.)

Additionally, the restriction for brick repeats on all lots shall be such that the same brick/brick color may not be built directly across from OR behind but, rather staggered by a minimum of two (2) lots. This restriction applies to both the front and side conditions of each lot.

Elevations featuring "painted brick" and stucco will also require a minimum two (2) lot separation. No painted brick of any color will be built on lots directly across the street from one another but instead adhere to the same repeat standards as stated above.

206 PLATE HEIGHT

Each Type A home shall have a minimum principal plate height of 9' on the first floor.

207 LANDSCAPE REQUIREMENTS

All landscaping will be in accordance with the requirements of PD 66/The Villages of Star Trail, these New Construction Guidelines and the general development standards as required by the Town of Prosper. Nothing herein shall be construed to be less than nor to reduce the requirements of the Town of Prosper.

PRESERVATION OF EXISTING TREES

Preservation and enhancement of any lot area retaining native vegetation is strongly encouraged. No trees measuring six inches (6") or more in diameter at a point four feet (4') above grade may be removed without written approval of the Declarant (such approval not to be unreasonably withheld.)

208 IRRIGATION

Irrigation will be required on all lots in Star Trail. The irrigation system shall be automatically controlled by a time clock and incorporate rain and freeze sensors to prevent water waste and ice formation.

209 LANDSCAPE LIGHTING

While not a requirement for any home built in StarTrail, if used, landscape lighting is to be low key and should be used to accent entrances and special features only. Overall high levels of light are not desired. Intensity should be no greater than that required for pedestrian safety, other than on landscape accent. The scale of this lighting should be at a residential level.

210 REQUIRED LANDSCAPE MATERIAL

LAWNS, FRONT, REAR AND SIDE

Yards (including front, side and rear) must be completely sodded.

REQUIRED TREE PLANTINGS

All Phase III Type A lots within StarTrail must have a minimum of one (1) large tree in the front yard. Each large tree must be a minimum of 4 caliper inches as measured at 12 inches above grade.

All Phase III Type A lots must have a minimum I large tree in the rear yard.

All lots, Type A, B, C and D located on a street corner adjacent to a street, must have additional large trees planted along the side yard @ 30' OC.

To satisfy the requirements of these guidelines, all large trees must be selected from the following list and be a minimum 4 caliper inches as measured at 12 inches above grade.

REQUIRED SHRUB PLANTINGS

In summary, all Star Trail lots must have shrubs planted to effect a foundation screen across the front and any side elevations of the home visible from a street or common area.

Town of Prosper Development Requirements specify the following minimum requirement:

Type A Lots, typical 6,875 sq. feet Minimum 12, 3 gallon shrubs across the front elevation of the home.

In addition, shrubs and hedges shall be planted along any side elevation not screened from view of neighboring homes and streets by a privacy fence.

Corner lots adjacent to a street, including lots with a side elevation facing the front elevation of a home, will require large trees be planted along the side elevation at 30' OC. Shrubs will be required along the foundation to affect a screen.

Shrubs and hedges shall be minimum three (3)-gallon plants and shall be spaced or clustered in an appropriate manner to conceal or direct attention from any exposed foundation.

The following criteria should be considered when selecting plants for use within Star Trail:

2. Native species and evergreens;
3. Relatively resistant to insects and diseases;
4. Cold hardy material
5. Adaptability to existing soil conditions; and
6. Long life expectancy.

211 PLANT LIST

Particular attention should be paid to the individual soil conditions and soil preparation to provide adequate drainage for all planted vegetation.

Large Canopy Trees

1. Pecan
2. Southern Magnolia
3. Shumard Red Oak
4. Cedar Elm
5. Texas Ash
6. Bur Oak
7. Live Oak
8. Fruitless Sweetgum
9. Southern Live Oak
10. Sycamore

Ornamental Trees

1. Aristocrat Pear
2. Crepe Myrtle
3. Mexican Plum
4. Yaupon Holly
5. Redbud
6. Roughleafed
7. Dogwood
8. Texas Persimmon
9. Tree-Form Holly, e.g. Nellie R. Stevens Holly, Foster Holly
10. Desert Willow
11. Hawthorne
12. Ornamental Pear
13. Possumhaw Holly
14. Vitex

SHRUBS

1. Dwarf Glossy Abelia/Glossy Abelia
2. Juniper
3. Barberry
4. Texas Sage (Cenizia)
5. Dwarf Yaupon Holly
6. Dwarf Burford Holly/Burford Holly
7. Indian Hawthorne
8. Cleyera
9. Nellie R. Stevens Holly
10. Sweet Viburnum
11. Willowleaf Holly
12. Dwarf Chinese Holly
13. Purpleleaf Japanese Barberry
14. Nandina
15. Encore Azalea

STRUCTURES

212 ROOF AND ROOFING MATERIAL

On all residential lots in Star Trail, 65% of any composition roof shall maintain a minimum roof pitch of 8:12. If the surface area of any residential lot in StarTrail is built with clay tile, cement tile, slate or slate products, or metal roofing material, a minimum of 75% shall maintain a minimum roof pitch of 3:12. (Town of Prosper Development Requirements Chapter 4, Section 9.8 A.)

Roof structures shall be out of conventional frames or wood trusses. Maximum height of any structure in Star Trail is 40 feet. Town of Prosper requires a residential sprinkler system be installed in any structure over 35 feet in height.

Finish materials for pitched roofs must be consistent throughout the individual villages at Star Trail. Acceptable materials are flat cement tiles, barrel type cement tiles, barrel clay tile or architectural type dimensional fiberglass singles with a 30-year warranty.

Gutters and downspouts may be exposed only if painted properly to match the color or the fascia, wall or column

All exposed roof vents, valleys, flashing and pipes extending through the roof shall be painted the same color as the roof.

213 EXTERIOR WALLS

The following requirements apply to all exterior walls and all kinds of facade applications for all structures. All elements of all elevations shall complete a total and continuous design.

All materials must be in compliance with the local Building Code and any other local regulations of the Town of Prosper.

Exterior wall finishes shall be consistent in color schemes, texture, composition and character throughout the individual villages at Star Trail. All exterior finishes will be subject to review and approval by the NCC. Walls with any type of exposed modular units will not be permitted.

100% masonry (brick, stone or stucco) on all front elevations. No siding of any kind will be allowed.

Housing elevations visible from any adjoining street, community entry, open space, common area, park, greenbelt shall be 100% brick, stone or stucco (no siding of any kind will be allowed).

Acceptable finishes are the following:

A. Brick; brick may be painted with the approval of the NCC as to color.

B. Stone

C. Cementatious lap siding (no more than 30% on any individual elevation in Type A and Type B lots; 20% max on Type C and Type D lots) 100% masonry on all front elevations. NOTE: Cement fiber products may not be used in meeting the 70%-80% masonry requirement except in recessed and/or cantilevered features. Examples are porches, dormers, etc.

D. Stucco (smooth, skip trowel or shot blast, as examples); and

E. Other finishes permitted by the Town of Prosper subject to ARC approval.

Please refer to the Attached Exhibit for specific masonry requirements by lot and elevation.

214 BALCONY PLACEMENT

No rear facing balconies will be allowed on any lots in Star Trail except those lots that back/side to a park, greenbelt or street.

215 WINDOWS

All window framing will be bronzed, cream, sand or white anodized aluminum, vinyl or wood.

Window shutters, as an architectural design element, may be approved on a plan by plan basis.

No reflective window coverings or treatments shall be permitted at Star Trail. The ARC, at its discretion, may control or prohibit window coverings and treatments not reasonably compatible with aesthetic standards of the area.

216 EXTERIOR WALL COLORS

When finish materials for the exterior of the structures require painting, the color selection shall be based on compatible colors throughout the individual villages at Star Trail.

Homebuilders will offer color schemes and paint colors previously approved by the NCC.

In no circumstance shall two (2) houses of identical brick and paint color packages be permitted on adjacent lots fronting the same road. See Section 205 for additional considerations on brick/color repeats.

217 GARAGES AND DRIVEWAY MATERIALS

All StarCreek homes shall have a minimum of one (1) two (2) car garage but no more than two (2) two (2) car garages. Each garage must meet a 400 square feet minimum.

No carports shall be permitted.

No garage door directly facing a street shall be less than 25 feet from the property line.

Garage doors directly facing a street shall not occupy more than fifty percent (50%) of the width of the front facade of the house.

Homes may feature up to a three (3) car garage provided all three bays not face the street but are split in a two/one configuration.

Garage door stain will be selected from builder's approved color selection.

No standard, traditional steel garage doors, painted or stained, will be allowed on any lot in Star Trail.

Doors must be constructed of a material that gives the appearance of a real wood door when viewed from any community street. Materials may consist of paint or stain grade wood (Cedar, Ash, Hemlock, etc.) or other material, including fiberglass or steel, that when stained or painted gives the appearance of a real wood door.

Doors may be single or double wide doors.

Additionally, two of the following upgrades must be incorporated:

If single doors, doors must be separated by a masonry column.

Garage doors may be "carriage style door" designs giving the appearance of a classic swing-open design with the flexibility of an overhead door operation.

Doors may incorporate decorative hardware.

Doors may incorporate windows.

218 DRIVEWAYS

All Star Trail lots in Phase III will have a salt finish natural concrete.

219 DOORS

Screen doors shall be compatible with the design and color of the home.

Entrance doors shall be compatible with the house design. Material shall be solid wood, fiberglass or metal insulated type.

220 AWNINGS

Awnings are prohibited in Star Trail.

221 DETACHED STRUCTURES

Any free standing structure contemplated for a property, such as, but not limited to, a pavilion, a gazebo, platform, doghouse or dog run, playhouse, cabana, etc. must be submitted for approval with the required drawings and information. Approval will be granted only upon the merit of the structure, its location within the standard building setbacks for the particular zoning, its compatibility with the main house and its desirability for the neighborhood.

No free standing garage, garage apartment, storage or guest house will be allowed in Star Trail.

222 FENCING

Fencing is required in Star Trail per the attached exhibit. Certain sections/types of fencing will be installed by the developer, as noted. The remaining fencing is the requirement of the builder.

Fencing guidelines are as follows:

Lots Adjacent to Public Park/Public Hike and Bike Trail

Require a decorative wrought iron fence, minimum 4 foot in height, abutting said public area. (PD-66 as Amended May, 2017)

Builders will work to ensure a constant fence height is maintained. In the event a fence height must vary, it will always be "evenly stepped" in panels vs. a slope in the overall fence.

Developer/Builder Installed Corner Lots

All builder installed fencing on lots not specifically requiring decorative iron will be board on board.

All residential lots located on a corner adjacent to a street require either decorative iron or board-on-board fencing along the sideyard adjoining the street. Masonry columns, placed at 21 feet OC, are required along all corner lot sideyards. A detail of the required masonry column is attached.

All fencing returns to the house will be board on board or decorative iron consistent with the sideyard fencing material required.

Lots Adiacent to HOA-owned areas

Masonry fencing will only be allowed on lots adjacent to or abutting HOA-owned common area.

Builder Installed Cedar Fencing

If cedar fencing is required, the fence will be built with a top rail and shall be supported with galvanized steel posts, 8 foot OC. All cedar fencing will be typical Board-on-Board, per the attached exhibit.

In deciding how to "face" the cedar fencing, unless otherwise stipulated by Town of Prosper guidelines or PD 66, the first homebuilder building will set the standard for fence facings (ie. posts in or out.) Adjacent homes will adhere to this standard unless an agreement is reached on double facing any fence section.

ALL WOOD FENCING WILL BE A CONSISTENT COLOR THROUGHOUT STAR TRAIL.

IF THE FENCE PANELS ARE PRE-STAINED, m. ACE FENCING:

The stain is: Seal Rite- Medium Brown, an oil base, semi-transparent stain that offers a natural look.

IF THE FENCE PANELS ARE NOT STAINED PRIOR TO INSTALLATION:

The stain may be purchased directly from Ace OR be color matched at Sherwin Williams, Home Depot, Lowes while making sure it is oil based. If purchasing the stain, use "Ready Seal, Medium Brown, Color number OS-015B."

FENCING RETURNS:

All lots requiring wooden fencing require a wooden board-on-board return to the house.

All lots requiring wrought iron fencing require a wrought iron return to the house.

Fencing specifications by lot as outlined on the attached color exhibit carry the following specifications:.

The fencing setbacks for all Phase 3 Type A lots in StarTrail are as follows:

*Type A/55' lot zoning no fencing shall extend beyond a point ten foot (10') behind the front wall plane of the primary structure into the front yard.

223 AIR CONDITIONERS

No window or wall air conditioning units will be permitted on any building in StarTrail.

Outside condensing units (compressors) which are not located within a privacy fenced area shall be entirely screened by shrubbery, a solid privacy enclosure or through building orientation. Appropriate access and service space will be provided; however, such access shall never be visible from the street(s). This screening requirement shall also apply to pool equipment located outside a privacy fenced area.

224 FIREPLACES AND CHIMNEYS

Unless an alternate material is approved by the Town Council of Prosper, the exterior cladding of any chimney must be 100% masonry constructed of either brick, natural stone or stucco. Town of Prosper October, 2015

225 SWIMMING POOLS ALL OUTDOOR STRUCTURES

Any construction that affects the exterior of a Star Trail home including construction of a pool, gazebo, trellis, etc. under the supervision of the homebuilder shall be subject to the review and approval of the NCC. Pool equipment shall be screened by shrubbery if located outside a privacy fenced area.

226 MAILBOXES

The Town of Prosper, under direction from the USPS, will require Cluster Mailboxes in Star Trail. The mailboxes will be purchased and installed by the Developer and rebilled to the builders. Key distribution will be handled by the respective on-site builder sales representative after the home is closed to the homeowner.

A map showing all CPU locations and size is attached.

Villages of Star Trail
New Construction Review Application

Once builder has submitted and received comments/approval of a Master Plan submittal(s), with materials and colors to be offered in StarTrail, subsequent submittals for construction will not require a second full set of plans. Builders may subsequently submit one (1) copy of this completed form and one (1) scaled site plan (1"=20') indicating adherence to all setbacks, location of HVAC equipment and fencing material/placement for each new release. Any revisions to an existing approved floorplan and/or elevation per the Master Plan submittal set will require a full set of plans be submitted for review/ approval.

This applicant acknowledges and agrees the New Construction Committee (NCC) and the Villages of StarTrail HomeOwners Association, Inc. (HOA) assume no liability resulting from the approval or disapproval of any plan(s) submitted by the applicant. The NCC and the HOA have no liability and make no representations regarding the adequacy or quality of any submitted plans or whether such plans comply with any or all local, state or national governmental requirements.

Builder/Applicant: _____ Date: _____

Contact: _____ Telephone: _____

Zoning Classification: ___ Phase: ___ Lot/Block: ___ Street Address: _____

Plan Name/Number: _____ Elevation: _____

Total A/C Sq. Footage: _____ 1st Floor A/C: _____ 2nd Floor A/C: _____

Options: _____

_____

Released as (Check one) Model: _____ Spec: _____ Build-to-suit: _____

MATERIAL SCHEDULE AND COLOR

SELECTIONS SIDING:

Wood: Manufacturer & Stain/Paint Color:

_____

Cementatious: ____ Manufacturer/Color: _____

All materials and colors must be submitted and approved prior to construction in StarTrail. All minimum masonry requirements must be met per elevation. Cementatious siding may not be included in meeting the required masonry percentage per elevation. In calculating the maximum siding per elevation, all windows surrounded by siding will count the window square footage as siding.

NCC Submittal Application
Page Two

MASONRY:

Stone: _____ Color: _____

Stucco: _____ Color: _____

Brick: _____ Manufacturer/Color: _____

ROOFING:

Composition: _____ Manufacturer/Color: _____

Tile: _____ Manufacturer/Color: _____

GARAGE DOOR PAINT/STAIN: Manufacturer/color: _____

General Comments: _____

_____

_____

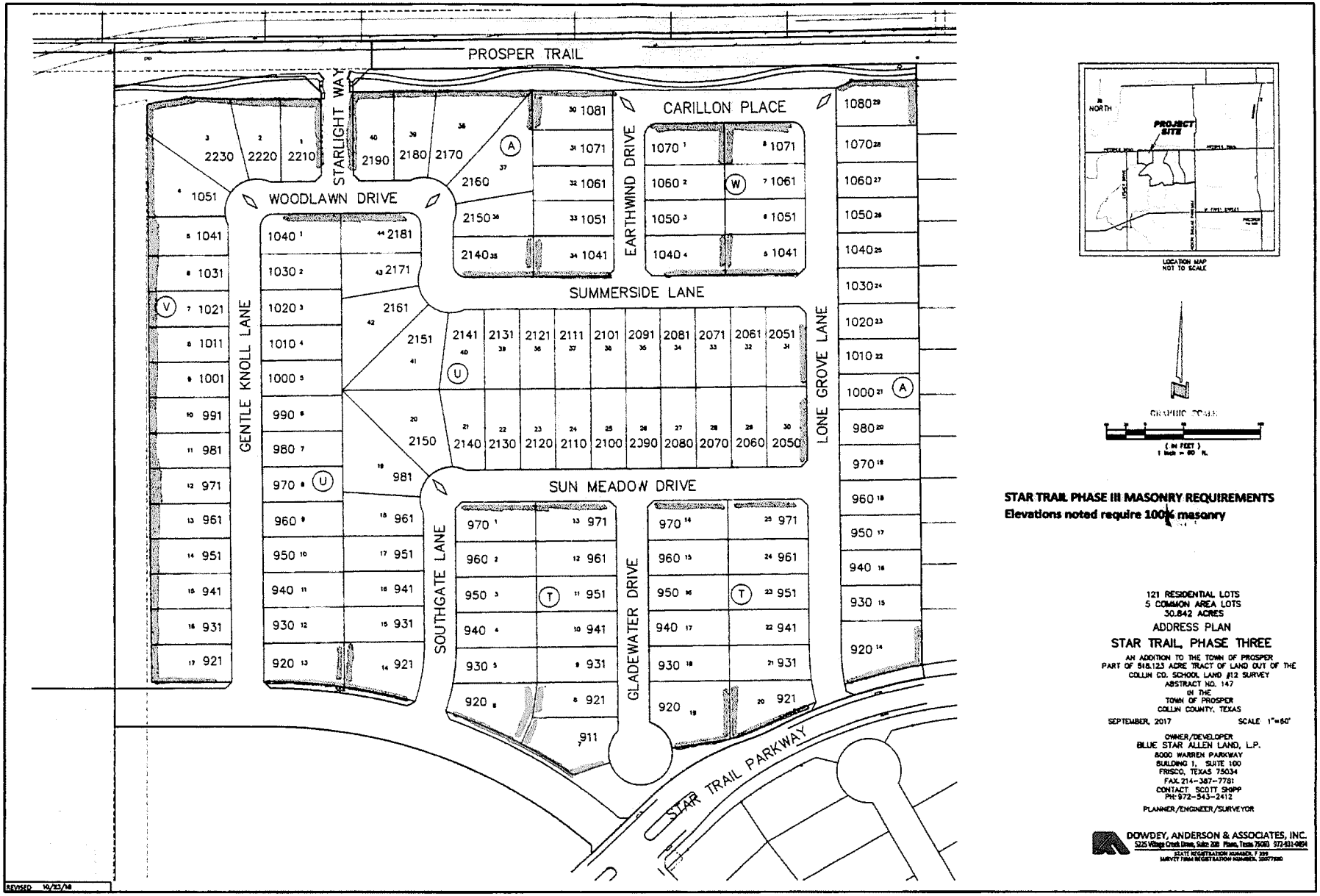
APPROVAL/DENIAL AND REQUIRED REVISIONS FOR RESUBMITTAL:

_____

REVIEWED ON: _____ BY: _____

_____ _____

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GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.

STAR TRAIL PHASE III MASONRY REQUIREMENTS
Elevations noted require 100% masonry

121 RESIDENTIAL LOTS
5 COMMON AREA LOTS
30.842 ACRES

ADDRESS PLAN

STAR TRAIL, PHASE THREE

AN ADDITION TO THE TOWN OF PROSPER
PART OF 518.123 ACRE TRACT OF LAND OUT OF THE
COLLIN CO. SCHOOL LAND #12 SURVEY
ABSTRACT NO. 147
IN THE
TOWN OF PROSPER
COLLIN COUNTY, TEXAS

SEPTEMBER, 2017 SCALE 1"=60'

OWNER/DEVELOPER
BLUE STAR ALLEN LAND, L.P.
8000 WARREN PARKWAY
BUILDING 1, SUITE 100
FRISCO, TEXAS 75034
FAX 214-387-7781
CONTACT: SCOTT SHOPP
PH: 972-543-2412

PLANNER/ENGINEER/SURVEYOR

DOWDEY, ANDERSON & ASSOCIATES, INC.
5235 Village Creek Drive, Suite 208 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F 399
SURVEY FIRM REGISTRATION NUMBER: 10077500

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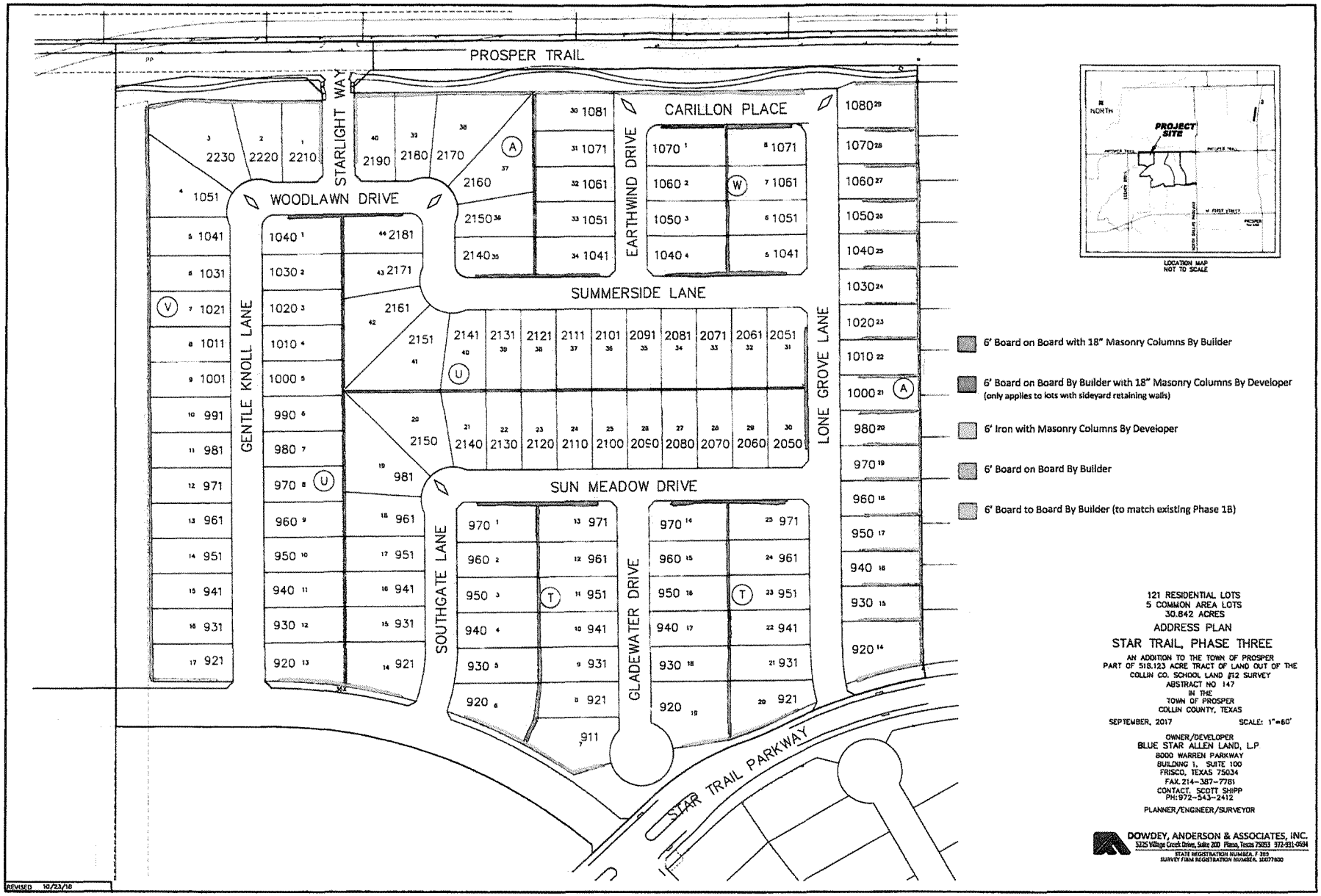
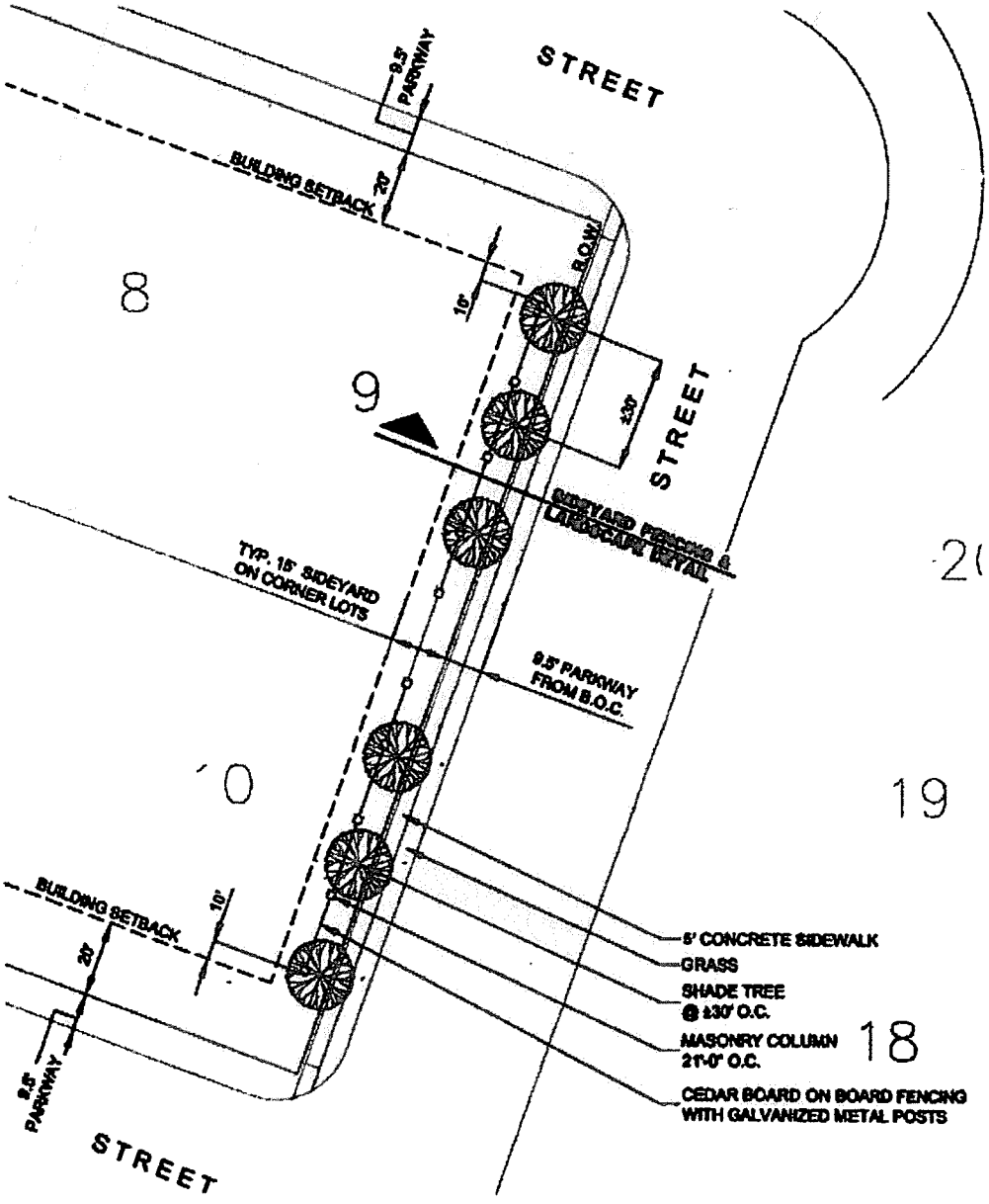


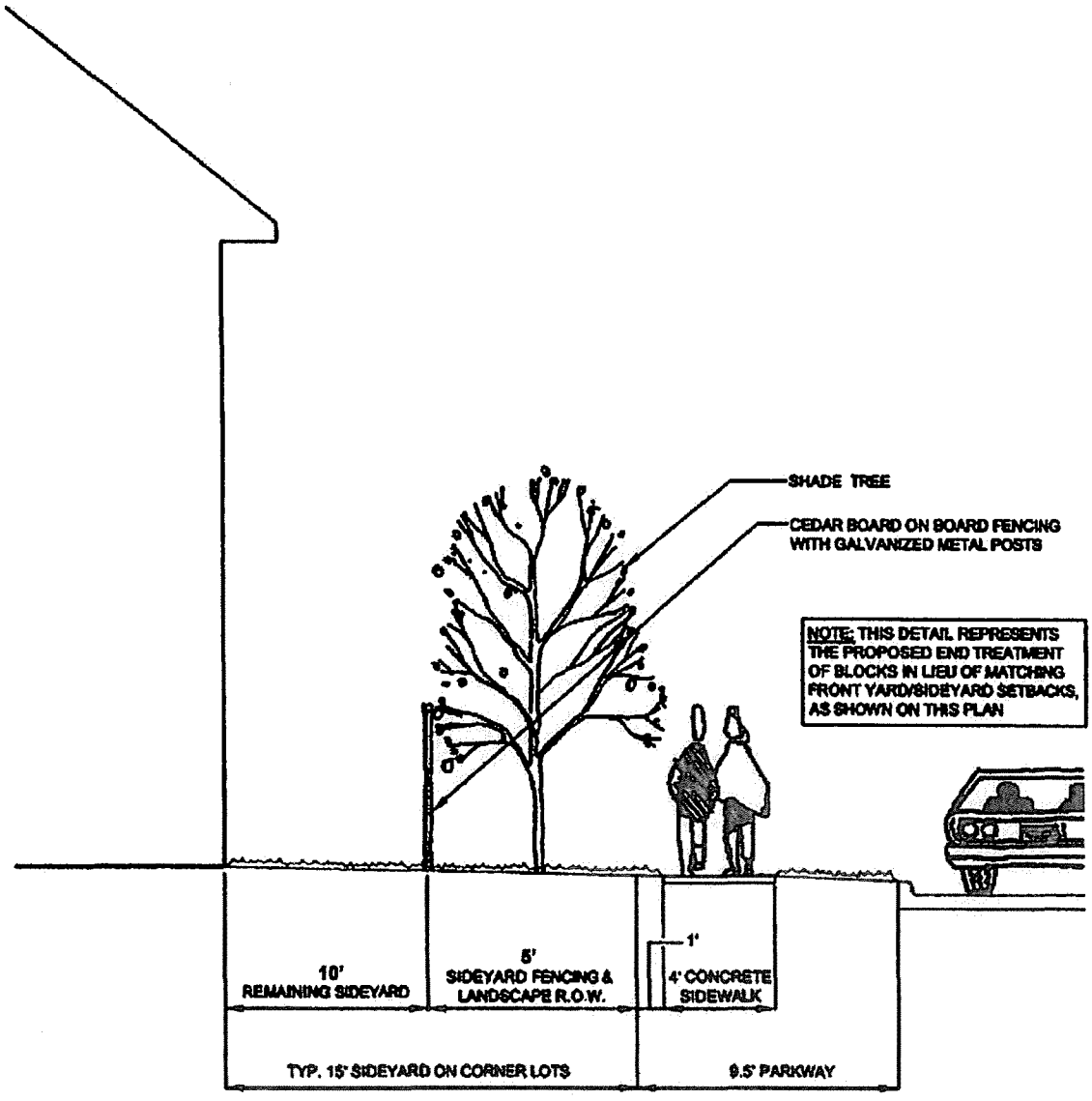
EXHIBIT "C"
STREETSCAPE PLAN



SIDEYARD FENCING & LANDSCAPE PLAN

PLAN SCALE, N.T.S.

EXHIBIT "D"
STREETSCAPE PLAN



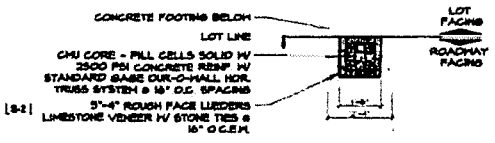
SIDEYARD FENCING & LANDSCAPE DETAIL

SECTION/ELEVATION SCALE, N.T.S.

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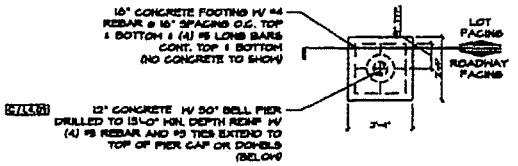
Brick for Columns is Acme Richland Meadows

Stone is Leuders Limestone



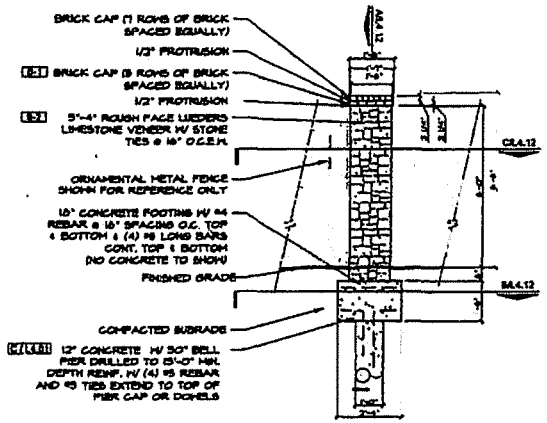
Corner Lot Column Section C

Scale: 1/2" = 1'-0"



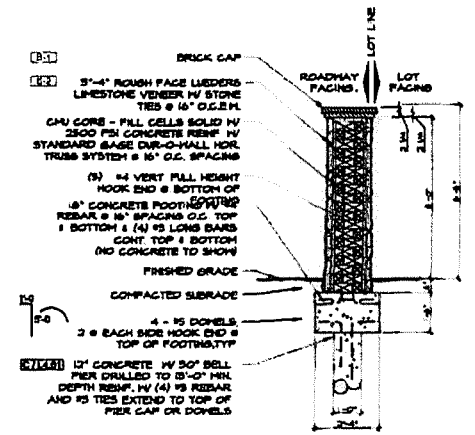
Corner Lot Column Section B

Scale: 1/2" = 1'-0"



Corner Lot Column Elevation D

Scale: 1/2" = 1'-0"



Corner Lot Column Section A

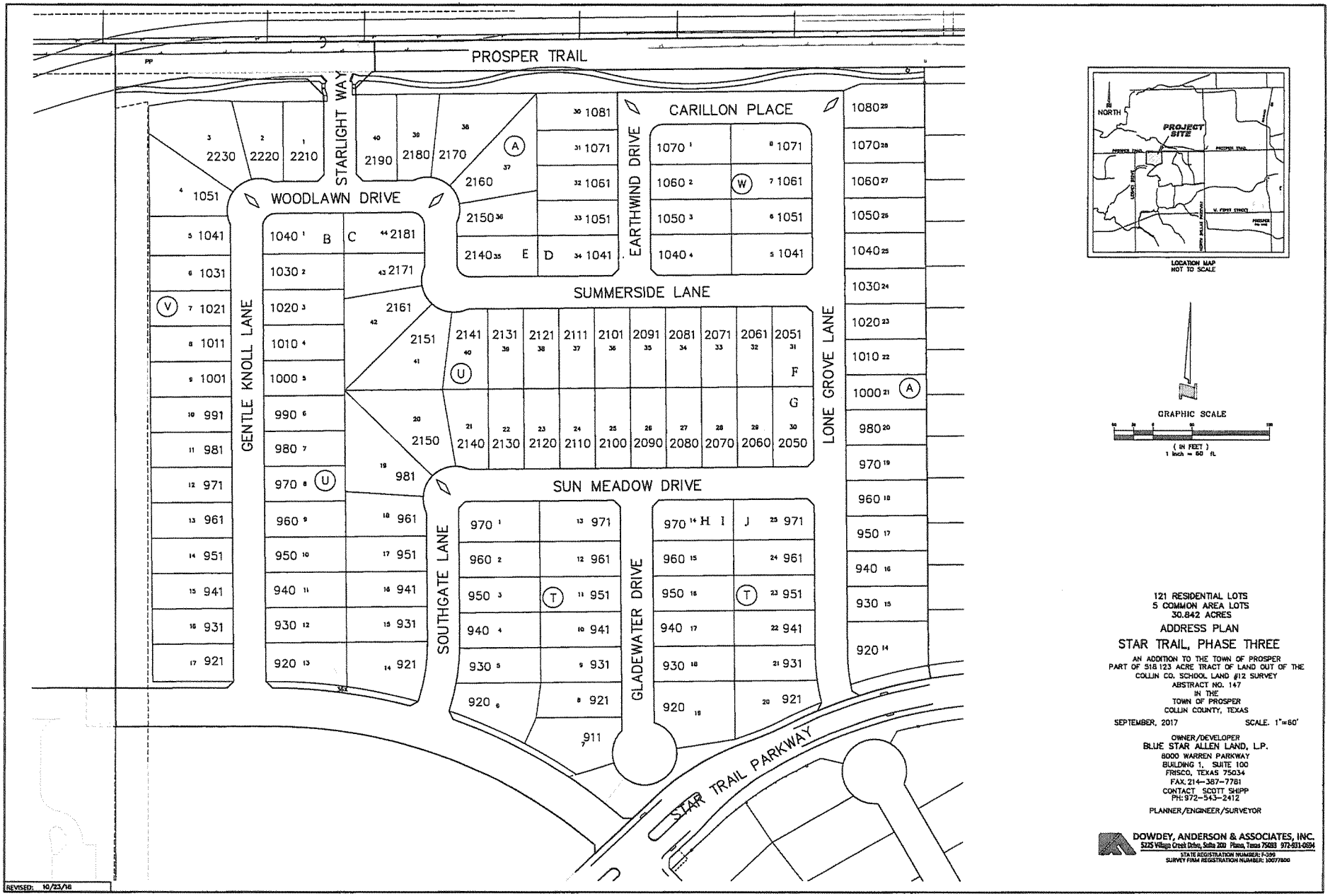
Scale: 1/2" = 1'-0"

CORNER LOT COLUMN AS BUILT DETAIL

STAR TRAIL

JUNE 16, 2017

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GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

121 RESIDENTIAL LOTS
5 COMMON AREA LOTS
30.842 ACRES

ADDRESS PLAN

STAR TRAIL, PHASE THREE

AN ADDITION TO THE TOWN OF PROSPER
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OWNER/DEVELOPER
BLUE STAR ALLEN LAND, L.P.
8000 WARREN PARKWAY
BUILDING 1, SUITE 100
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FAX: 214-387-7781
CONTACT SCOTT SHIPP
PH: 972-543-2412

PLANNER/ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-309
SURVEY FIRM REGISTRATION NUMBER: 10077800

CBU TYPE III

A

Physical Address - 920 GENTLE KNOLL LN
Physical Location - end of block on side yard
CBU Manufacture - FLORENCE
Box Condition - Good __X____ Maintenance Needed _____
Owned By Postal Service - Yes _____ No _X___

1	920 GENTLE KNOLL LN	9	960 GENTLE KNOLL LN
2	921 GENTLE KNOLL LN	10	961 GENTLE KNOLL LN
3	930 GENTLE KNOLL LN	11	970 GENTLE KNOLL LN
4	931 GENTLE KNOLL LN	12	971 GENTLE KNOLL LN
5	940 GENTLE KNOLL LN		COLLECTION SLOT
6	941 GENTLE KNOLL LN	13	980 GENTLE KNOLL LN
7	950 GENTLE KNOLL LN	14	981 GENTLE KNOLL LN
8	951 GENTLE KNOLL LN	15	990 GENTLE KNOLL LN
		16	991 GENTLE KNOLL LN
	PARCEL LOCKER		PARCEL LOCKER

CARRIERS AND CUSTOMERS VIEW

Current Route Number _____

Post Office _____

Zip Code _____

Verified By (Print) _____

Supervisors Signature (Print)_____

CBU TYPE II

B

Physical Address - 1040 Gentle Knoll Ln
Physical Location - end of block on side yard
CBU Manufacture - FLORENCE
Box Condition - Good __X____ Maintenance Needed _____
Owned By Postal Service - Yes _____ No _X___

1	1000 Gentle Knoll Ln	9	1040 Gentle Knoll Ln
2	1001 Gentle Knoll Ln	10	1041 Gentle Knoll Ln
3	1010 Gentle Knoll Ln	11	1051 Gentle Knoll Ln
4	1011 Gentle Knoll Ln	12	vacant
5	1020 Gentle Knoll Ln	**Collection Slot**	
6	1021 Gentle Knoll Ln		
7	1030 Gentle Knoll Ln		
8	1031 Gentle Knoll Ln	**Parcel Locker**	

CARRIERS AND CUSTOMERS VIEW

Current Route Number _____

Post Office _____

Zip Code _____

Verified By (Print) _____

Supervisors Signature (Print)_____

CBU TYPE I

C

Physical Address - 2181 Summerside Ln
Physical Location - end of block on side yard
CBU Manufacture - FLORENCE
Box Condition - Good __X_____ Maintenance Needed _____
Owned By Postal Service - Yes _____ No _X____

1	2150 Summerside Ln	5	2190 Woodlawn Dr
2	2160 Summerside Ln	6	2210 Woodlawn Dr
3	2170 Woodlawn Dr	7	2220 Woodlawn Dr
4	2180 Woodlawn Dr	8	2230 Woodlawn Dr
PARCEL LOCKER		PARCEL LOCKER	

CARRIERS AND CUSTOMERS VIEW

Current Route Number _____

Post Office _____

Zip Code _____

Verified By (Print) _____

Supervisors Signature (Print) _____

CBU TYPE III

D

Physical Address - 1041 Earthwind Dr
Physical Location - end of block on side yard
CBU Manufacture - FLORENCE
Box Condition - Good __X____ Maintenance Needed _____
Owned By Postal Service - Yes _____ No _X___

1	2051 Summerside Ln	9	2131 Summerside Ln
2	2061 Summerside Ln	10	2140 Summerside Ln
3	2071 Summerside Ln	11	2141 Summerside Ln
4	2081 Summerside Ln	12	2151 Summerside Ln
5	2091 Summerside Ln		COLLECTION SLOT
6	2101 Summerside Ln	13	2161 Summerside Ln
7	2111 Summerside Ln	14	2171 Summerside Ln
8	2121 Summerside Ln	15	2181 Summerside Ln
		16	vacant
	PARCEL LOCKER		PARCEL LOCKER

CARRIERS AND CUSTOMERS VIEW

Current Route Number _____

Post Office _____

Zip Code _____

Verified By (Print) _____

Supervisors Signature (Print)_____

CBU TYPE II

E

Physical Address - 2140 Summerside Ln
Physical Location - end of block on side yard
CBU Manufacture - FLORENCE
Box Condition - Good __X_____ Maintenance Needed _____
Owned By Postal Service - Yes _____ No _X____

1	1040 Earthwind Dr	9	1081 Earthwind Dr
2	1041 Earthwind Dr	10	vacant
3	1050 Earthwind Dr	11	vacant
4	1051 Earthwind Dr	12	vacant
5	1060 Earthwind Dr	**Collection Slot**	
6	1061 Earthwind Dr		
7	1070 Earthwind Dr		
8	1071 Earthwind Dr	**Parcel Locker**	

CARRIERS AND CUSTOMERS VIEW

Current Route Number _____

Post Office _____

Zip Code _____

Verified By (Print) _____

Supervisors Signature (Print)_____

CBU TYPE II

F

Physical Address - 2051 Summerside Ln
Physical Location - end of block on side yard
CBU Manufacture - FLORENCE
Box Condition - Good __X_____ Maintenance Needed _____
Owned By Postal Service - Yes _____ No _X____

1	920 Lone Grove Ln	9	960 Lone Grove Ln
2	921 Lone Grove Ln	10	961 Lone Grove Ln
3	930 Lone Grove Ln	11	971 Lone Grove Ln
4	931 Lone Grove Ln	12	vacant
5	940 Lone Grove Ln	**Collection Slot**	
6	941 Lone Grove Ln		
7	950 Lone Grove Ln		
8	951 Lone Grove Ln	**Parcel Locker**	

CARRIERS AND CUSTOMERS VIEW

Current Route Number _____

Post Office _____

Zip Code _____

Verified By (Print) _____

Supervisors Signature (Print)_____

CBU TYPE III

G

Physical Address - 2050 Sun Meadow Dr
Physical Location - end of block on side yard
CBU Manufacture - FLORENCE
Box Condition - Good __X____ Maintenance Needed _____
Owned By Postal Service - Yes _____ No _X___

1	970 Lone Grove Ln	9	1050 Lone Grove Ln
2	980 Lone Grove Ln	10	1051 Lone Grove Ln
3	1000 Lone Grove Ln	11	1060 Lone Grove Ln
4	1010 Lone Grove Ln	12	1061 Lone Grove Ln
5	1020 Lone Grove Ln		COLLECTION SLOT
6	1030 Lone Grove Ln	13	1070 Lone Grove Ln
7	1040 Lone Grove Ln	14	1071 Lone Grove Ln
8	1041 Lone Grove Ln	15	1080 Lone Grove Ln
		16	vacant
	PARCEL LOCKER		PARCEL LOCKER

CARRIERS AND CUSTOMERS VIEW

Current Route Number _____

Post Office _____

Zip Code _____

Verified By (Print) _____

Supervisors Signature (Print)_____

CBU TYPE II

H

Physical Address - 970 Gladewater Dr
Physical Location - end of block on side yard
CBU Manufacture - FLORENCE
Box Condition - Good __X_____ Maintenance Needed _____
Owned By Postal Service - Yes _____ No _X____

1	920 Southgate Ln	9	960 Southgate Ln
2	921 Southgate Ln	10	961 Southgate Ln
3	930 Southgate Ln	11	970 Southgate Ln
4	931 Southgate Ln	12	981 Southgate Ln
5	940 Southgate Ln	**Collection Slot**	
6	941 Southgate Ln		
7	950 Southgate Ln		
8	951 Southgate Ln	**Parcel Locker**	

CARRIERS AND CUSTOMERS VIEW

Current Route Number _____

Post Office _____

Zip Code _____

Verified By (Print) _____

Supervisors Signature (Print)_____

CBU TYPE II

I

Physical Address - 970 GLADEWATER DR
Physical Location - end of block on side yard
CBU Manufacture - FLORENCE
Box Condition - Good __X_____ Maintenance Needed _____
Owned By Postal Service - Yes _____ No _X___

1	911 Gladewater Dr	9	951 Gladewater Dr
2	920 Gladewater Dr	10	960 Gladewater Dr
3	921 Gladewater Dr	11	961 Gladewater Dr
4	930 Gladewater Dr	12	970 Gladewater Dr
5	931 Gladewater Dr	**Collection Slot**	
6	940 Gladewater Dr		
7	941 Gladewater Dr		
8	950 Gladewater Dr	**Parcel Locker**	

CARRIERS AND CUSTOMERS VIEW

Current Route Number _____

Post Office _____

Zip Code _____

Verified By (Print) _____

Supervisors Signature (Print)_____

CBU TYPE II

J

Physical Address - 971 Lone Grove Ln
Physical Location - end of block on side yard
CBU Manufacture - FLORENCE
Box Condition - Good __X_____ Maintenance Needed _____
Owned By Postal Service - Yes _____ No _X____

1	971 Gladewater Dr	9	2120 Sun Meadow Dr
2	2050 Sun Meadow Dr	10	2130 Sun Meadow Dr
3	2060 Sun Meadow Dr	11	2140 Sun Meadow Dr
4	2070 Sun Meadow Dr	12	2150 Sun Meadow Dr
5	2080 Sun Meadow Dr	**Collection Slot**	
6	2090 Sun Meadow Dr		
7	2100 Sun Meadow Dr		
8	2110 Sun Meadow Dr	**Parcel Locker**	

CARRIERS AND CUSTOMERS VIEW

Current Route Number _____

Post Office _____

Zip Code _____

Verified By (Print) _____

Supervisors Signature (Print)_____

The Villages of Star Trail Design Guidelines
Phase 4 Type B Lots
January, 2020

1 TITLE AND SCOPE

100 TITLE

This compilation of guidelines shall be known as the Villages of Star Trail Design Guidelines, hereinafter referred to as "Guidelines" for Star Trail.

101 PURPOSE

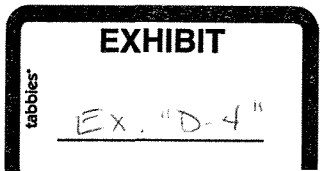
The purpose of these Guidelines is to provide certain minimum standards, provisions and requirements for appropriate and acceptable design and minimum required criteria for homebuilders and homeowners implementing new construction within Star Trail.

The suggestions, recommendations and requirements expressed in these guidelines hinge upon final approval of plans by and at the discretion of Blue Star Allen Land, LP, a Texas limited partnership, as the Declarant through the New Construction Committee (NCC.)

These guidelines are compatible and in continuity with the requirements of the Town of Prosper and the Declaration of Covenants, Conditions and Restrictions (the "Declaration") of the Villages of Star Trail.

102 SCOPE

These guidelines are for the purpose of outlining the minimum requirements for residences in Star Trail as well as to assist homebuilders and homeowners in the design of their residences. The evaluation of each submittal to the NCC relates to matters of judgement and taste, which cannot be reduced to a simple list of measurable criteria. It is possible a submission may meet all guidelines and criteria listed below and still not receive approval, if in the judgment of the NCC its overall aesthetic impact is not acceptable. The approval of an application for one proposed improvement shall not be construed as creating any obligation on the part of the NCC to approve applications involving similar designs for proposed improvements pertaining to different lots. The role of the NCC is to ensure that the overall quality level of Star Trail is maintained at the highest level possible while still allowing for each owner's individual taste in design, colors and materials.



200 PROCESS FOR CONSTRUCTION

SUBMITTAL OF MASTER PLAN SET

Prior to offering any plan for sale in Star Trail, all builders must submit a master set for review by the Villages of StarTrail NCC and Blue Star Allen Land, LP.

In cases of repetitive plans being offered for sale in the project, a one-time blanket approval for Builders, who own multiple lots, may be obtained for use at Star Trail.

In cases of individual modifications as might be requested by a prospective homeowner, an individual plan submittal for a specific lot/block will be required in each instance.

Each plan submitted for review under a Master Plan submittal shall include comprehensive construction plans and specifications which shall include, but not be limited to, the following items:

1. Architectural construction plans:

    a. Floor plans at 1/8"scale;
    b. Front elevations with finish notations at 1/8" = 1 ft. scale; remaining elevations with finish notations at 1/8" = 1 ft. scale. All elevations should show dimensions with:

        i. %-age of Masonry and all exterior materials and textures;

        ii. Type, size and material of all openings;

        iii. Roof pitch and type of roofing material, and

        iv. Doors and windows.

2. Square footage (first and second floors):

    a. Air-conditioned space (living area).
    b. Other.

The NCC will release the plans submitted by the homebuilder for building permit after full plan review and approval by Blue Star Allen Land, LP.

No plan review will begin until the Master Plan submittal form(s), and complete plan sets are received.

NOTE: Approval of homebuilder plans and specifications by Blue Star Allen Land, LP does not release the homebuilder from fully

complying with all applicable codes and requirements of the Town of Prosper. The review process of Blue Star Allen Land, LP is strictly for compliance with the design parameters as dictated in this document.

Allow four (4) weeks for processing architectural review of the Master Plan Set.

Should revisions to an individual plan/elevation be required, a re-submittal of the requested revised plans will be sent to the architect for approval and release prior to the submittal of any site plan for a specific lot/block.

201 MATERIAL SELECTIONS AND COLOR BOARD SUBMITTALS

Each builder shall prepare and submit a complete array of materials and colors to be offered to prospective homebuyers in Star Trail. This selections submittal shall contain the following:

- All brick colors and manufacturer
- Roofing material and color
- Siding material and color
- Trim color
- Garage door color/stain
- Shutter color, etc.

202 SITE PLAN SUBMITTALS

The homebuilder may start construction proceedings upon written receipt of an approved Master Plan submittal and an approved Site Plan submittal, specific to the requested lot/block. Such approvals to be granted contingent upon the receipt of all required permits from the Town of Prosper or other authorities having jurisdiction over the project.

For site plan approval, the homebuilder will submit the attached Site Plan Submittal form accompanied by a 1"=20' plan showing all dimensions, the location of the house on the Lot with all property lines, easements, setback and restriction lines, drives, walks, fences, walls and patios. After NCC plan approval has been issued, no adjustments to the location and siting of the dwelling on the lot are allowed without resubmitting a new site plan for approval by the NCC.

203 MINIMUM SOUARE FOOTAGE BY ZONING CLASSIFICATION

Type B Lots - Each single story dwelling constructed on a Type B lot shall contain a minimum of 2300 square feet of floor space, maximum of 4200 square feet; two story dwellings shall contain a minimum of 2650 square feet of floor space, maximum of 4400 square feet.

Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main building.

204 FLOORPLAN AND ELEVATION REPETITION

A minimum of four (4) distinctly different home elevations shall be built on the same side of every street in Star Trail. (Town of Prosper Residential Standards, October 7, 2015.)

On all Star Trail lots on the same side of a village street, repeat of floor plans shall be limited to one in every three lots (ie. a minimum two (2) lot separation.)

On all Star Trail lots on the same side of a village street, repeat of elevation shall be limited to one in every four lots (ie. a minimum three (3) lot separation.)

Additionally, the condition for repeats on all lots shall be such that the same floor plan or elevation may not be built directly across a street OR directly behind but, rather staggered by two (2) lots with the plan repeat as described above. This restriction applies to both the front and side conditions of each lot.

The NCC will have final approval of floor plan, elevation and brick colors, pursuant to policy and procedures established by the NCC and any deviation to the above Plan and Brick Repeat Policy will be subject to NCC review for consideration of a possible variance.

** *The NCC will maintain and provide a record of all plan, elevation and material selections by lot. The responsibility for the accuracy of all new plan submittals is the responsibility of the individual homebuilders.

205 BRICK REPEAT RESTRICTIONS

On all Star Trail lots on the same side of a village street, repeat of brick shall be limited to one in every three lots (ie. a minimum two (2) lot separation.

Additionally, the restriction for brick repeats on all lots shall be such that the same brick/brick color may not be built directly across from OR behind but, rather staggered by a minimum of two (2) lots. This restriction applies to both the front and side conditions of each lot.

Elevations featuring painted brick and stucco will adhere to the same repeat standards as stated above.

206 PLATE HEIGHT

Each Type B home shall have a minimum principal plate height of 9' on the first floor.

207 LANDSCAPE REQUIREMENTS

All landscaping will be in accordance with the requirements of PD 66/The Villages of Star Trail, these New Construction Guidelines and the general development standards as required by the Town of Prosper. Nothing herein shall be construed to be less than nor to reduce the requirements of the Town of Prosper.

PRESERVATION OF EXISTING TREES

Preservation and enhancement of any lot area retaining native vegetation is strongly encouraged. No trees measuring six inches (6") or more in diameter at a point four feet (4') above grade may be removed without written approval of the Declarant (such approval not to be unreasonably withheld.)

208 IRRIGATION

Irrigation will be required on all lots in Star Trail. The irrigation system shall be automatically controlled by a time clock and incorporate rain and freeze sensors to prevent water waste and ice formation.

209 LANDSCAPE LIGHTING

While not a requirement for any home built in StarTrail, if used, landscape lighting is to be low key and should be used to accent entrances and special features only. Overall high levels of light are not desired. Intensity should be no greater than that required for pedestrian safety, other than on landscape accent. The scale of this lighting should be at a residential level.

210 REQUIRED LANDSCAPE MATERIAL

LAWNS, FRONT, REAR AND SIDE

Yards (including front, side and rear) shall be completely sodded.

REQUIRED TREE PLANTINGS

All Phase 4, Type B lots within Star Trail must have a minimum of two (2) large trees in the front yard (species of tree from the following list.) Each large tree must be a minimum 4 caliper inches as measured at 12 inches above grade.

All Phase 4 lots, Type B lots must have a minimum I large tree in the rear yard.

All Phase 4 lots, Type A, B, C and D, located on a street corner adjacent to a street must have additional large trees planted along the side yard @ 30' OC.

To satisfy the requirements of these guidelines, all large trees must be selected from the following list and be a minimum 4 caliper inches as measured at 12 inches above grade.

REQUIRED SHRUB PLANTINGS

In summary, all Star Trail lots must have shrubs planted to effect a foundation screen across the front and any side elevations of the home visible from a street or common area.

Town of Prosper Development Requirements specify a minimum of the following for each zoning classification:

Type B Lots, typical 8,125 sq. feet - Minimum 15, 3 gallon shrubs across the front elevation of the home.

In addition, shrubs and hedges shall be planted along any side elevation not screened from view of neighboring homes and streets by a privacy fence.

Corner lots adjacent to a street, including lots with a side elevation facing the front elevation of a home, will require large trees be planted along the side elevation at 30' OC. Shrubs will be required along the foundation to affect a screen.

Shrubs and hedges shall be minimum three (3)-gallon plants and shall be spaced or clustered in an appropriate manner to conceal or direct attention from any exposed foundation.

The following criteria should be considered when selecting plants for use within Star Trail:

2. Native species and evergreens;
3. Relatively resistant to insects and diseases;
4. Cold hardy material
5. Adaptability to existing soil conditions; and
6. Long life expectancy.

211 PLANT LIST

Particular attention should be paid to the individual soil conditions and soil preparation to provide adequate drainage for all planted vegetation.

Large Canopy Trees

1. Pecan
2. Southern Magnolia
3. Shumard Oak
4. Cedar Elm
5. Texas Ash
6. Bur Oak
7. Live Oak
8. Fruitless Sweetgum
9. Southern Live Oak
10. Sycamore

Ornamental Trees

1. Aristocrat Pear
2. Crepe Myrtle
3. Mexican Plum
4. Yaupon Holly
5. Redbud
6. Roughleafed Dogwood
7. Texas Persimmon
8. Tree-Form Holly, e.g. Nellie R. Stevens Holly, Foster Holly

9. Desert Willow
10. Hawthorne
11. Ornamental Pear
12. Possumhaw Holly
13. Vitex

SHRUBS

1. Dwarf Glossy Abelia/Glossy Abelia
2. Juniper
3. Barberry
4. Texas Sage (Cenizia)
5. Dwarf Yaupon Holly
6. Dwarf Burford Holly/Burford Holly
7. Indian Hawthorne(?)
8. Cleyera
9. Nellie R. Stevens Holly
10. Sweet Viburnum
11. Willowieaf Holly
12. Dwarf Chinese Holly
13. Purpleleaf Japanese Barberry
14. Nandina
15. Encore Azalea(?)

STRUCTURES

212 ROOF AND ROOFING MATERIAL

On all residential lots in Star Trail, 65% of any composition roof shall maintain a minimum roof pitch of 8:12. If the surface area of any residential lot in StarTrail is built with clay tile, cement tile, slate or slate products, or metal roofing material, a minimum of 75% shall maintain a minimum roof pitch of 3:12. (Town of Prosper Development Requirements Chapter 4, Section 9.8 A.)

Roof structures shall be out of conventional frames or wood trusses. Maximum height of any structure in Star Trail is 40 feet. Town of Prosper requires a residential sprinkler system be installed in any structure over 35 feet in height.

Finish materials for pitched roofs must be consistent throughout the individual villages at Star Trail. Acceptable materials are flat cement tiles, barrel type cement tiles, barrel clay tile or architectural type dimensional fiberglass singles with a 30-year warranty.

Gutters and downspouts may be exposed only if painted properly to match the color or the fascia, wall or column

All exposed roof vents, valleys, flashing and pipes extending through the roof shall be painted the same color as the roof.

213 EXTERIOR WALLS

The following requirements apply to all exterior walls and all kinds of facade applications for all structures. All elements of all elevations shall complete a total and continuous design.

All materials must be in compliance with the local Building Code and any other local regulations of the Town of Prosper.

Exterior wall finishes shall be consistent in color schemes, texture, composition and character throughout the individual villages at Star Trail. All exterior finishes will be subject to review and approval by the NCC. Walls with any type of exposed modular units will not be permitted.

100% masonry (brick, stone or stucco) on all front elevations. No siding of any kind will be allowed.

Housing elevations visible from any adjoining street, community entry, open space, common area, park, greenbelt shall be 100% brick, stone or stucco (no siding of any kind will be allowed).

Acceptable finishes are the following:

A. Brick; brick may be painted with the approval of the NCC as to color.

B. Stone

C. Cementatious lap siding (no more than 30% on any individual elevation in Type B lots; 100% masonry on all front elevations. NOTE: Cement fiber products may not be used in meeting the 70%-80% masonry requirement except in recessed and/or cantilevered features. Examples are porches, dormers, etc.

D. Stucco (smooth, skip trowel or shot blast, as examples); and

E. Other finishes permitted by the Town of Prosper subject to ARC approval.

Please refer to the Attached Exhibit for specific masonry requirements by lot and elevation.

214 BALCONY PLACEMENT

No rear facing balconies will be allowed on any lots in Star Trail except those lots that back/side to a park, greenbelt or street.

215 WINDOWS

All window framing will be bronzed, cream, sand or white anodized aluminum, vinyl or wood.

Window shutters, as an architectural design element, may be approved on a plan by plan basis.

No reflective window coverings or treatments shall be permitted at Star Trail. The ARC, at its discretion, may control or prohibit window coverings and treatments not reasonably compatible with aesthetic standards of the area.

216 EXTERIOR WALL COLORS

When finish materials for the exterior of the structures require painting, the color selection shall be based on compatible colors throughout the individual villages at Star Trail.

Homebuilders will offer color schemes and paint colors previously approved by the NCC.

In no circumstance shall two (2) houses of identical brick and paint color packages be permitted on adjacent lots fronting the same road. See Section 205 for additional considerations on brick/color repeats.

217 GARAGES AND DRIVEWAY MATERIALS

All StarCreek homes shall have a minimum of one (1) two (2) car garage but no more than two (2) two (2) car garages. Each garage must meet a 400 square feet minimum.

No carports shall be permitted.

No garage door directly facing a street shall be less than 25 feet from the property line.

Garage doors directly facing a street shall not occupy more than fifty percent (50%) of the width of the front facade of the house.

Homes may feature up to a three (3) car garage provided all three bays not face the street but are split in a two/one configuration.

Garage door stain will be selected from builder's approved color selection.

No standard, traditional steel garage doors, painted or stained, will be allowed on any lot in Star Trail.

Doors must be constructed of a material that gives the appearance of a real wood door when viewed from any community street. Materials may consist of paint or stain grade wood (Cedar, Ash, Hemlock, etc.) or other material, including fiberglass or steel, that when stained or painted gives the appearance of a real wood door.

Doors may be single or double wide doors.

Additionally, two of the following upgrades must be incorporated:

If single doors, doors must be separated by a masonry column.

Garage doors may be "carriage style door" designs giving the appearance of a classic swing-open design with the flexibility of an overhead door operation.

Doors may incorporate decorative hardware.

Doors may incorporate windows.

218 DRIVEWAYS

All Star Trail Phase 4 Type B lots will feature driveways constructed of a salt finish natural concrete.

219 DOORS

Screen doors shall be compatible with the design and color of the home.

Entrance doors shall be compatible with the house design. Material shall be solid wood, fiberglass or metal insulated type.

220 AWNINGS

Awnings are prohibited in Star Trail.

221 DETACHED STRUCTURES

Any free standing structure contemplated for a property, such as, but not limited to, a pavilion, a gazebo, platform, doghouse or dog run, playhouse, cabana, etc. must be submitted for approval with the required drawings and information. Approval will be granted only upon the merit of the structure, its location within the standard building setbacks for the particular zoning, its compatibility with the main house and its desirability for the neighborhood.

No free standing garage, garage apartment, storage or guest house will be allowed in Star Trail.

222 FENCING

Fencing is required in Star Trail per the attached exhibit. Certain sections/types of fencing will be installed by the developer, as noted. The remaining fencing is the requirement of the builder.

Fencing guidelines are as follows:

Lots Adjacent to Public Park/Public Hike and Bike Trail

Require a decorative wrought iron fence, minimum 4 foot in height, abutting all parks and public areas. (PD-66 as Amended May, 2017)

At the point of transition, a 4X4 inch black iron post will anchor the two sections.

Builders will work to ensure a constant fence height is maintained. In the event a fence height must vary, it will always be "evenly stepped" in panels vs. a slope in the overall fence.

Developer/Builder Installed Corner Lots

All residential lots located on a corner adjacent to a street require either decorative iron or board-on-board fencing along the sideyard adjoining the street. Masonry columns, placed at 21 feet OC, are required along all corner lot sideyards. A detail of the required masonry column is attached.

All other fencing on a corner lot (ie. rear and lot-to-lot side) will be board—on-board provided said fencing is not abutting public park or hike/bike trail/public areas which require decorative iron.

Lots Adiacent to HOA-owned areas

Masonry will only be allowed on lots adjacent to or abutting HOA-owned common area.

Builder Installed Cedar Fencing

If cedar fencing is required, the fence will be built with a top rail and shall be supported with galvanized steel posts, 8 foot OC. Unless specifically designated otherwise, all cedar fencing will be typical board-on-board per the attached exhibit.

In deciding how to "face" the cedar fencing, unless otherwise stipulated by Town of Prosper guidelines or PD 66, the first homebuilder building will set the standard for fence facings (ie. posts in or out.) Adjacent homes will adhere to this standard unless an agreement is reached on double facing any fence section.

ALL WOOD FENCING WILL BE A CONSISTENT COLOR THROUGHOUT STAR TRAIL.

IF THE FENCE PANELS ARE PRE-STAINED, m. ACE FENCING:

The stain is: Seal Rite- Medium Brown, an oil base, semi-transparent stain that offers a natural look.

IF THE FENCE PANELS ARE NOT STAINED PRIOR TO INSTALLATION:

The stain may be purchased directly from Ace OR be color matched at Sherwin Williams, Home Depot, Lowes while making sure it is oil based. If purchasing the stain, use "Ready Seal, Medium Brown, Color number OS-015B."

FENCING RETURNS:

All lots requiring wooden fencing (both board to board AND board on board) require a board-on-board return to the house.

All lots requiring wrought iron fencing require a wrought iron return to the house.

Fencing specifications by lot as outlined on the attached color exhibit carry the following specifications:.

The fencing setbacks for the four StarTrail lot classifications are as follows:

*Type B/65' lot zoning no fencing shall extend beyond a point ten foot (10') behind the front wall plane of the main structure into the front yard.

223 AIR CONDITIONERS

No window or wall air conditioning units will be permitted on any building in StarTrail.

Outside condensing units (compressors) which are not located within a privacy fenced area shall be entirely screened by shrubbery, a solid privacy enclosure or through building orientation. Appropriate access and service space will be provided; however, such access shall never be visible from the street(s). This screening requirement shall also apply to pool equipment located outside a privacy fenced area.

224 FIREPLACES AND CHIMNEYS

Unless an alternate material is approved by the Town Council of Prosper, the exterior cladding of any chimney must be 100% masonry constructed of either brick, natural stone or stucco. Town of Prosper October, 2015

225 SWIMMING POOLS ALL OUTDOOR STRUCTURES

Any construction that affects the exterior of a Star Trail home including construction of a pool, gazebo, trellis, etc. under the supervision of the homebuilder shall be subject to the review and approval of the NCC. Pool equipment shall be screened by shrubbery if located outside a privacy fenced area.

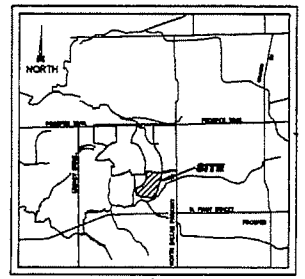
226 MAILBOXES

The Town of Prosper, under direction from the USPS, will require Cluster Mailboxes in Star Trail. The mailboxes will be purchased and installed by the Developer and rebilled to the builders. Key distribution will be handled by the respective on-site builder sales representative after the home is closed to the homeowner.

A map showing all CPU locations and size is attached.

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GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

97 RESIDENTIAL LOTS
6 COMMON AREA LOTS
32.254 ACRES
64 TYPE "B" LOTS OF 8,125 SF MIN.
33 TYPE "C" LOTS OF 10,290 SF MIN.
PD-86; SINGLE FAMILY-ZONING ORDINANCE #14-31
D17-0080

ADDRESS PLAN
STAR TRAIL PHASE FOUR

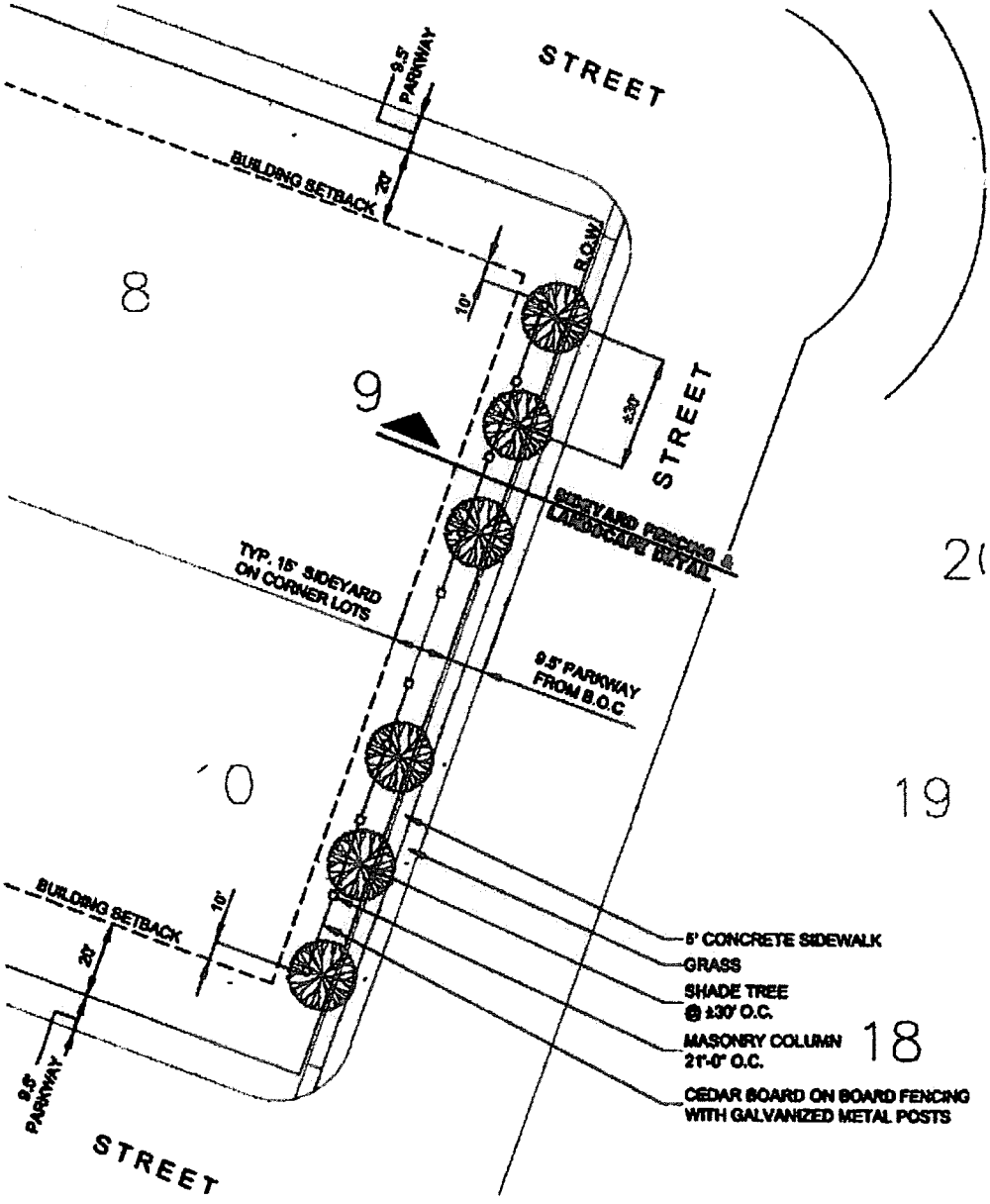
AN ADDITION TO THE TOWN OF PROSPER
PART OF 444.294 ACRE TRACT OF LAND IN THE
COLLIN COUNTY, SCHOOL LAND #12 SURVEY,
ABSTRACT NO. 147,
IN THE
TOWN OF PROSPER,
COLLIN COUNTY, TEXAS

JUNE, 2018 SCALE: 1"=60'

OWNER/DEVELOPER
BLUE STAR ALLEN LAND, L.P.
8000 WARREN PARKWAY
BUILDING 1, SUITE 100
FRISCO, TEXAS 75034
FAX: 214-387-7781
CONTACT: SCOTT SHIPP
PH: 972-543-2412

PLANNER/ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0884
STATE REGISTRATION NUMBER: F-525
SURVEY FIRM REGISTRATION NUMBER: 10077600

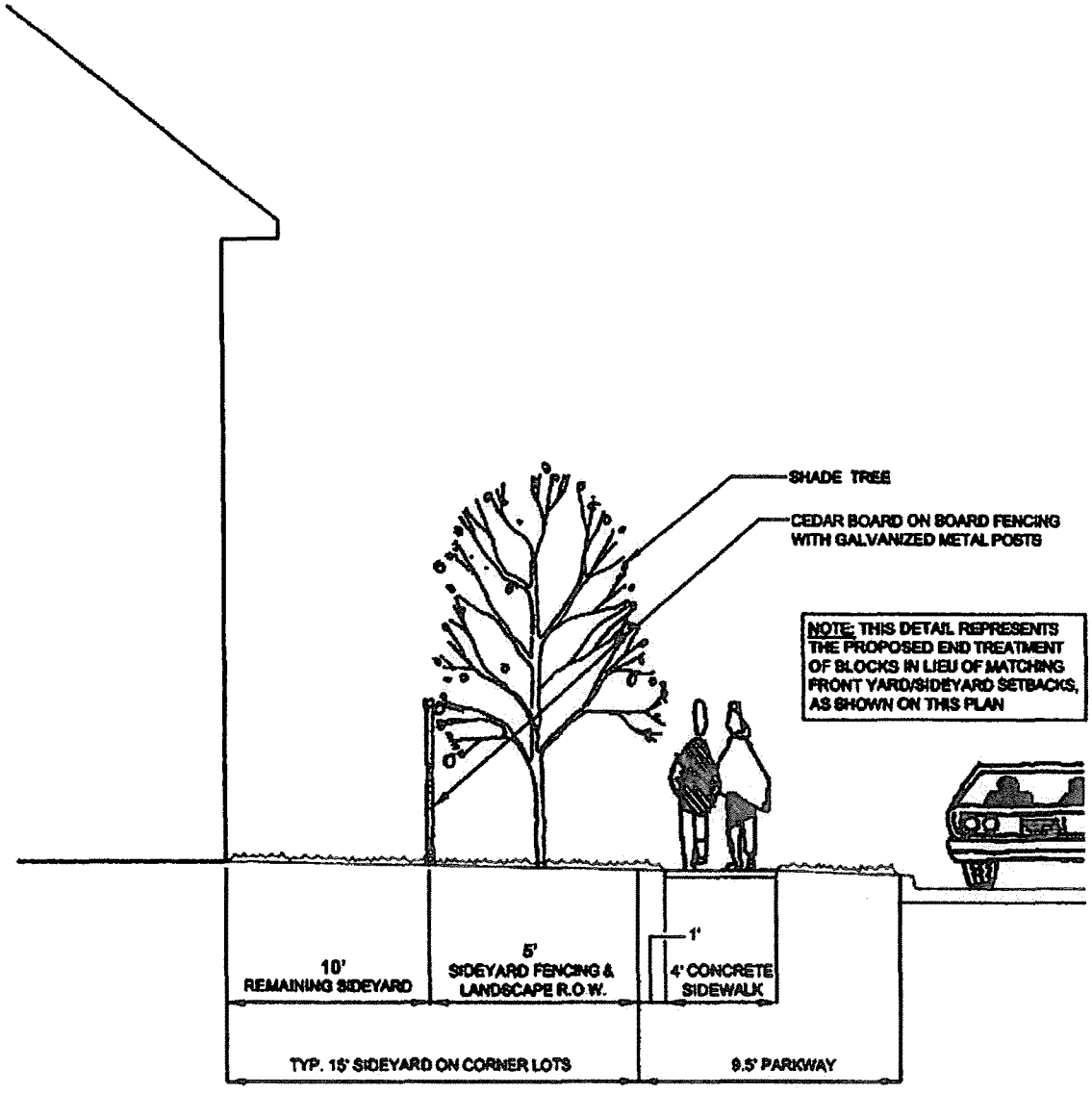
EXHIBIT "C"
STREETSCAPE PLAN



SIDEYARD FENCING & LANDSCAPE PLAN

PLAN SCALE, N.T.S.

EXHIBIT "D"
STREETSCAPE PLAN



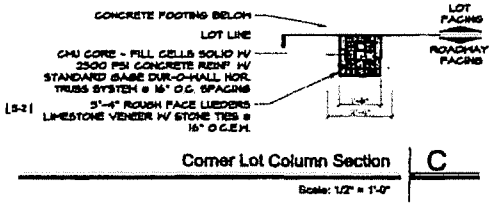
SIDEYARD FENCING & LANDSCAPE DETAIL

SECTION/ELEVATION SCALE, N.T.S.

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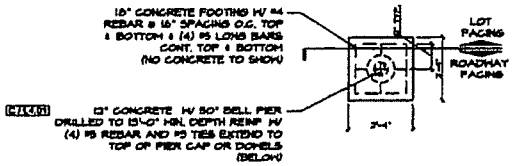
Brick for Columns is Acme Richland Meadows

Stone is Leuders Limestone



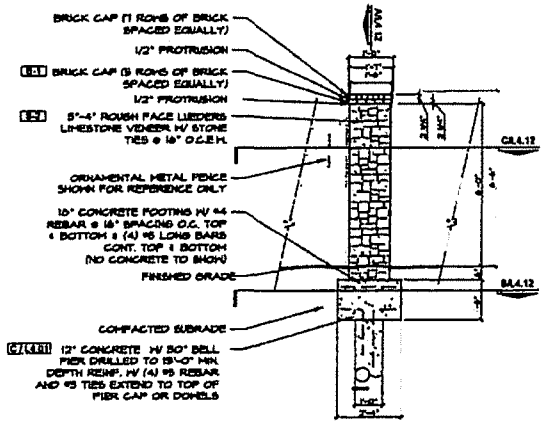
Corner Lot Column Section C

Scale: 1/2" = 1'-0"



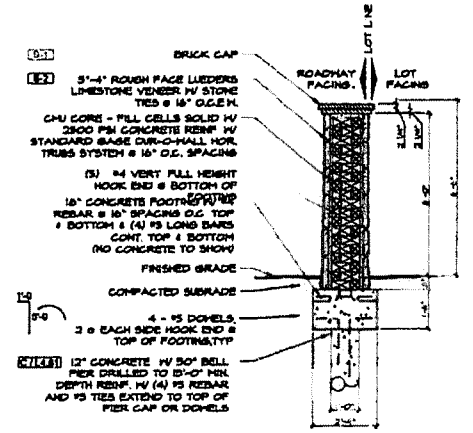
Corner Lot Column Section B

Scale: 1/2" = 1'-0"



Corner Lot Column Elevation D

Scale: 1/2" = 1'-0"



Corner Lot Column Section A

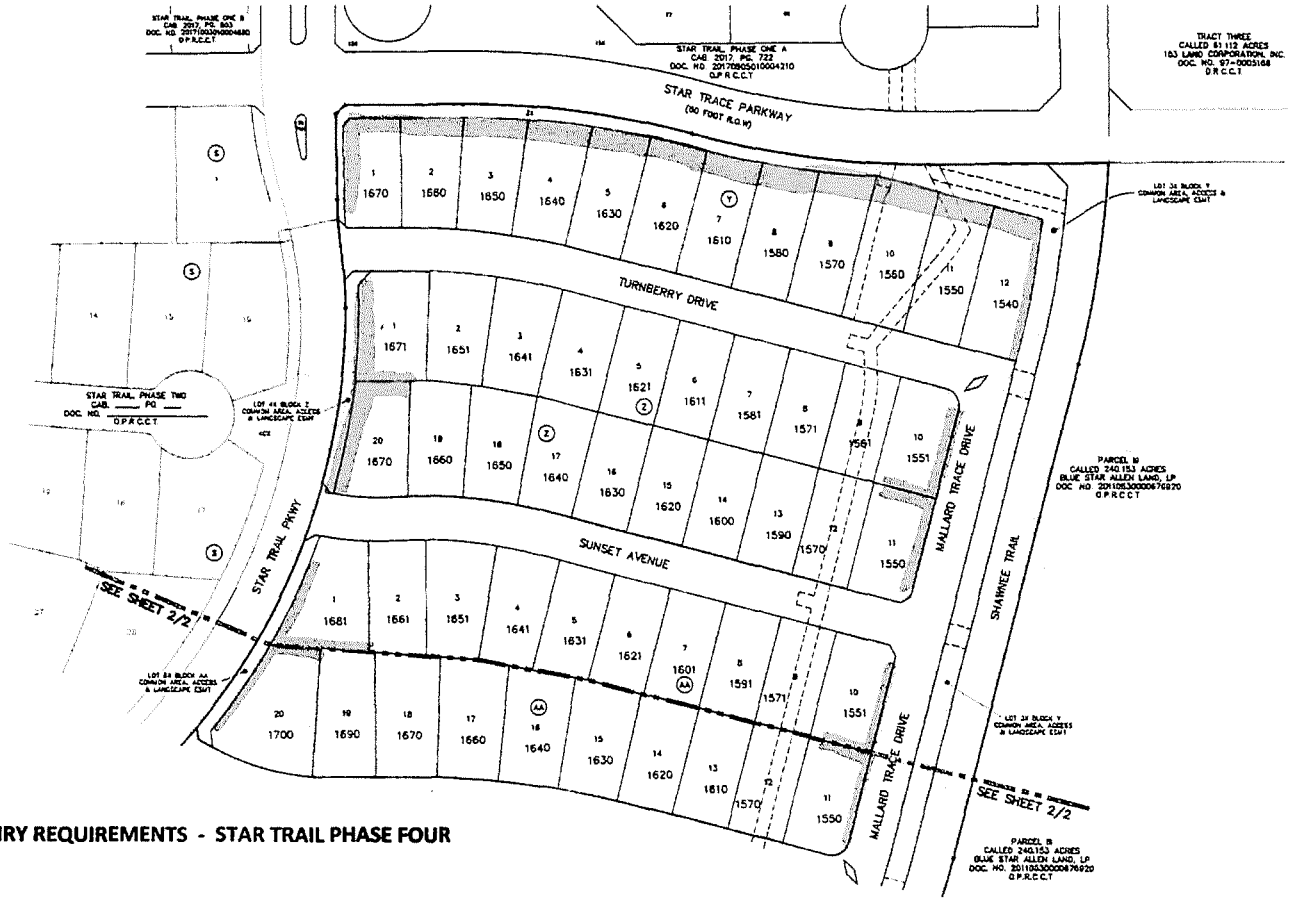
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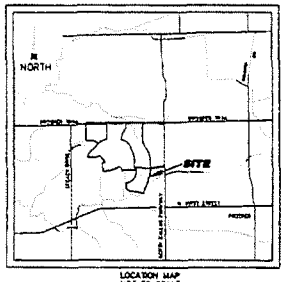
CORNER LOT COLUMN AS BUILT DETAIL

STAR TRAIL

JUNE 16, 2017

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STAR TRAIL PHASE FOUR

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OWNER/DEVELOPER
BLUE STAR ALLEN LAND, L.P.
8000 WARREN PARKWAY
BUILDING 1, SUITE 100
FRISCO, TEXAS 75034
FAX 214-387-7781
CONTACT: SCOTT SHIPP
PH: 972-543-2412

PLANNER/ENGINEER/SURVEYOR
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0684
STATE REGISTRATION NUMBER: P-850
SURVEY FIRM REGISTRATION NUMBER: 100172-00

MASONRY REQUIREMENTS - STAR TRAIL PHASE FOUR

ALL SIDE AND REAR ELEVATIONS WHICH ARE HIGHLIGHTED REQUIRE 100% MASONRY.

ALL FRONT ELEVATIONS MUST BE 100% MASONRY.

MASONRY IS DEFINED AS BRICK, REAL STONE AND/OR TRUE STUCCO .

Villages of Star Trail
New Construction Review Application

Once builder has submitted and received comments/approval of a Master Plan submittal(s), with materials and colors to be offered in StarTrail, subsequent submittals for construction will not require a second full set of plans. Builders may subsequently submit one (1) copy of this completed form and one (1) scaled site plan (1"=20') indicating adherence to all setbacks, location of HVAC equipment and fencing material/placement for each new release. Any revisions to an existing approved floorplan and/or elevation per the Master Plan submittal set will require a full set of plans be submitted for review/ approval.

This applicant acknowledges and agrees the New Construction Committee (NCC) and the Villages of StarTrail HomeOwners Association, Inc. (HOA) assume no liability resulting from the approval or disapproval of any plan(s) submitted by the applicant. The NCC and the HOA have no liability and make no representations regarding the adequacy or quality of any submitted plans or whether such plans comply with any or all local, state or national governmental requirements.

Builder/Applicant: _____ Date:_____

Contact: _____ Telephone:_____

Zoning Classification:___ Phase:___ Lot/Block:___ Street Address: _____

Plan Name/Number:_____ Elevation: _____

Total A/C Sq. Footage: _____ 1st Floor A/C: _____ 2nd Floor A/C: _____

Options: _____

_____

Released as (Check one) Model: _____ Spec: _____ Build-to-suit: _____

MATERIAL SCHEDULE AND COLOR

SELECTIONS SIDING:

Wood: Manufacturer & Stain/Paint Color:

_____

Cementatious: _____ Manufacturer/Color: _____

All materials and colors must be submitted and approved prior to construction in StarTrail. All minimum masonry requirements must be met per elevation. Cementatious siding may not be included in meeting the required masonry percentage per elevation. In calculating the maximum siding per elevation, all windows surrounded by siding will count the window square footage as siding.

Page Two

MASONRY:

Stone: _____Color: _____

Stucco: _____Color: _____

Brick: _____Manufacturer/Color: _____

ROOFING:

Composition: _____ Manufacturer/Color: _____

Tile: _____Manufacturer/Color: _____

GARAGE DOOR PAINT/STAIN: Manufacturer/color: _____

General Comments: _____

_____

_____

APPROVAL/DENIAL AND REQUIRED REVISIONS FOR RESUBMITTAL:

_____

REVIEWED ON: _____ BY: _____

_____ _____

The Villages of Star Trail Design Guidelines

July 31, 2020 PHASE FIVE

1 TITLE AND SCOPE

100 TITLE

This compilation of guidelines shall be known as the Villages of Star Trail Design Guidelines, hereinafter referred to as "Guidelines" for Star Trail.

101 PURPOSE

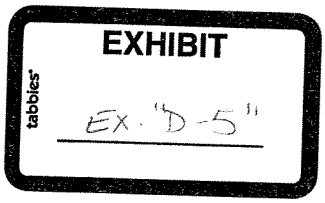
The purpose of these Guidelines is to provide certain minimum standards, provisions and requirements for appropriate and acceptable design and minimum required criteria for homebuilders and homeowners implementing new construction within Star Trail.

The suggestions, recommendations and requirements expressed in these guidelines hinge upon final approval of plans by and at the discretion of Blue Star Allen Land, LP, a Texas limited partnership, as the Declarant through the New Construction Committee (NCC.)

These guidelines are compatible and in continuity with the requirements of the Town of Prosper and the Declaration of Covenants, Conditions and Restrictions (the "Declaration") of the Villages of Star Trail.

102 SCOPE

These guidelines are for the purpose of outlining the minimum requirements for residences in Star Trail as well as to assist homebuilders and homeowners in the design of their residences. The evaluation of each submittal to the NCC relates to matters of judgment and taste, which cannot be reduced to a simple list of measurable criteria. It is possible a submission may meet all guidelines and criteria listed below and still not receive approval, if in the judgment of the NCC its overall aesthetic impact is not acceptable. The approval of an application for one proposed improvement shall not be construed as creating any obligation on the part of the NCC to approve applications involving similar designs for proposed improvements pertaining to different lots. The role of the NCC is to insure that the overall quality level of Star Trail is maintained at the highest level possible while still allowing for each owner's individual taste in design, colors and materials.



200 PROCESS FOR CONSTRUCTION

SUBMITTAL OF MASTER PLAN SET

Prior to offering any plan for sale in Star Trail, all builders must submit a master set for review by the Villages of StarTrail NCC and Blue Star Allen Land, LP.

In cases of repetitive plans being offered for sale in the project, a one-time blanket approval for Builders, who own multiple lots, may be obtained for use at Star Trail.

In cases of individual modifications as might be requested by a prospective homeowner, an individual plan submittal for a specific lot/block will be required in each instance.

Each plan submitted for review under a Master Plan submittal shall include comprehensive construction plans and specifications which shall include, but not be limited to, the following items:

1. Architectural construction plans:

    a. Floor plans at ⅛"scale;
    b. Front elevations with finish notations at ⅛"=1 ft. scale; remaining elevations with finish notations at ⅛" = 1 ft. scale. All elevations should show dimensions with:

        i. %-age of Masonry and all exterior materials and textures;
        ii. Type, size and material of all openings;
        iii. Roof pitch and type of roofing material, and
        iv. Doors and windows.

2. Square footage (first and second floors):

    a. Air-conditioned space (living area).
    b. Other.

The NCC will release the plans submitted by the homebuilder for building permit after full plan review and approval by Blue Star Allen Land, LP.

No plan review will begin until the Master Plan submittal form(s), and complete plan sets are received.

NOTE: Approval of homebuilder plans and specifications by Blue Star Allen Land, LP does not release the homebuilder from fully

complying with all applicable codes and requirements of the Town of Prosper. The review process of Blue Star Allen Land, LP is strictly for compliance with the design parameters as dictated in this document.

Allow four (4) weeks for processing architectural review of the Master Plan Set.

Should revisions to an individual plan/elevation be required, a re-submittal of the requested revised plans will be sent to the architect for approval and release prior to the submittal of any site plan for a specific lot/block.

201 MATERIAL SELECTIONS AND COLOR BOARD SUBMITTALS

Each builder shall prepare and submit a complete array of materials and colors to be offered to prospective homebuyers in Star Trail. This selections submittal shall contain the following:

- All brick colors and manufacturer
- Roofing material and color
- Siding material and color
- Trim color
- Garage door color/stain
- Shutter color, etc.

202 SITE PLAN SUBMITTALS

The homebuilder may start construction proceedings upon written receipt of an approved Master Plan submittal and an approved Site Plan submittal, specific to the requested lot/block. Such approvals to be granted contingent upon the receipt of all required permits from the Town of Prosper or other authorities having jurisdiction over the project.

For site plan approval, the homebuilder will submit the attached Site Plan Submittal form accompanied by a 1"=20' plan showing all dimensions, the location of the house on the Lot with all property lines, easements, setback and restriction lines, drives, walks, fences, walls and patios. After NCC plan approval has been issued, no adjustments to the location and siting of the dwelling on the lot are allowed without resubmitting a new site plan for approval by the NCC.

203 MINIMUM SQUARE FOOTAGE BY ZONING CLASSIFICATION

Type C Lots - Each **single story** dwelling constructed on a Type C lot shall contain a minimum of **2500 square feet** of floor space, maximum of **4600 square feet**; two story dwellings shall contain a minimum of **3000 square feet** of floor space, maximum of **4800 square feet**.

Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main building.

Type D Lots - Each single story dwelling constructed on a Type D lot shall contain a minimum of **3000 square feet** of floor space; two story dwellings shall contain minimum of **3500 square feet** of floor space. There are no limitations on maximum square footage on Phase I Type D lots.

Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main building.

204 FLOORPLAN AND ELEVATION REPETITION

A minimum of four (4) distinctly different home elevations shall be built on the same side of every street in Star Trail. (Town of Prosper Residential Standards, October 7, 2015.)

On all Star Trail lots on the same side of a village street, repeat of floor plans shall be limited to one in every three lots (ie. a minimum two (2) lot separation.)

On all Star Trail lots on the same side of a village street, repeat of elevation shall be limited to one in every four lots (ie. a minimum three (3) lot separation.)

Additionally, the condition for repeats on all lots shall be such that the same floor plan or elevation may not be built directly across a street OR directly behind but, rather staggered by two (2) lots with the plan repeat as described above. This restriction applies to both the front and side conditions of each lot.

The NCC will have final approval of floor plan, elevation and brick colors, pursuant to policy and procedures established by the NCC and any deviation to the above Plan and Brick Repeat Policy will be subject to NCC review for consideration of a possible variance.

******The NCC will maintain and provide a record of all plan, elevation and material selections by lot. The responsibility for the accuracy of all new plan submittals is the responsibility of the individual homebuilders.***

205 BRICK REPEAT RESTRICTIONS

On all Star Trail lots on the same side of a village street, repeat of brick shall be limited to one in every three lots (ie. a minimum two (2) lot separation.

Additionally, the restriction for brick repeats on all lots shall be such that the same brick/brick color may not be built directly across from OR behind but, rather

staggered by a minimum of two (2) lots. This restriction applies to both the front and side conditions of each lot.

Elevations featuring painted brick and stucco will adhere to the same repeat standards as stated above.

A minimum of a two lot separation on brick, a brick base color, brick shade and brick appearance from the front of the home. Brick repeats will be evaluated based on COLOR of brick, not simply manufacturer, name and shade. Any remote suggestion of similarity can be cause for denial of the submittal.

Repeats require at least a two lot separation. Specifically there must be at least two houses between similar bricks/brick shades/painted brick, etc

206 **PLATE HEIGHT**

Each Type C and Type D home shall have a minimum principal plate height of 10' on the first floor.

300 **LANDSCAPE REQUIREMENTS**

All landscaping will be in accordance with the requirements of PD 66/The Villages of Star Trail, these New Construction Guidelines and the general development standards as required by the Town of Prosper. Nothing herein shall be construed to be less than nor to reduce the requirements of the Town of Prosper.

PRESERVATION OF EXISTING TREES

Preservation and enhancement of any lot area retaining native vegetation is strongly encouraged. No trees measuring six inches (6") or more in diameter at a point four feet (4') above grade may be removed without written approval of the Declarant (such approval not to be unreasonably withheld.)

301 **IRRIGATION**

Irrigation will be required on all lots in Star Trail. The irrigation system shall be automatically controlled by a time clock and incorporate rain and freeze sensors to prevent water waste and ice formation.

302 **LANDSCAPE LIGHTING**

While not a requirement for any home built in StarTrail, if used, landscape lighting is to be low key and should be used to accent entrances and special features only. Overall high levels of light are not desired. Intensity should be no greater than that required for pedestrian safety, other than on landscape accent. The scale of this lighting should be at a residential level.

303 **REQUIRED LANDSCAPE MATERIAL**

LAWNS, FRONT, REAR AND SIDE

Yards (including front, side and rear) shall be completely sodded.

REQUIRED TREE PLANTINGS

All Phase 5, Type C and D lots within Star Trail must have a minimum of two (2) large trees in the front yard (species of tree from the following list.) Each large tree must be a minimum 4 caliper inches as measured at 12 inches above grade.

All Phase 5 lots, Type C and D must have a minimum 2 large trees in the rear yard.

All Phase 5 lots, Type C and D located on a street corner adjacent to a street must have additional large trees planted along the side yard @ 30' OC.

To satisfy the requirements of these guidelines, all large trees must be selected from the following list and be a minimum 4 caliper inches as measured at 12 inches above grade.

REQUIRED SHRUB PLANTINGS

In summary, all Star Trail lots must have shrubs planted to effect a foundation screen across the front and any side elevations of the home visible from a street or common area.

Town of Prosper Development Requirements specify a **minimum** of the following for each zoning classification:

Type C Lots, typical 10,260 square feet - Minimum 20, 3 gallon shrubs across the front elevation of the home.
Type D Lots, typical 11,610 square feet - Minimum 20, 3 gallon shrubs across the front elevation of the home.

In addition, shrubs and hedges shall be planted along any side elevation not screened from view of neighboring homes and streets by a privacy fence.

Corner lots adjacent to a street, including lots with a side elevation facing the front elevation of a home, will require large trees be planted along the side elevation at 30' OC. Shrubs will be required along the foundation to affect a screen.

Shrubs and hedges shall be minimum three (3)-gallon plants and shall be spaced or clustered in an appropriate manner to conceal or direct attention from any exposed foundation.

The following criteria should be considered when selecting plants for use within Star Trail:

2. Native species and evergreens;
3. Relatively resistant to insects and diseases;
4. Cold hardy material

5. Adaptability to existing soil conditions; and
6. Long life expectancy.

304 **PLANT LIST**

Particular attention should be paid to the individual soil conditions and soil preparation to provide adequate drainage for all planted vegetation.

Large Canopy Trees

1. Pecan
2. Southern Magnolia
3. Shumard Oak
4. Cedar Elm
5. Texas Ash
6. Bur Oak
7. Live Oak
8. Fruitless Sweetgum
9. Southern Live Oak
10. Sycamore

Ornamental Trees

1. Aristocrat Pear
2. Crepe Myrtle
3. Mexican Plum
4. Yaupon Holly
5. Redbud
6. Roughleafed Dogwood
7. Texas Persimmon
8. Tree-Form Holly, e.g. Nellie R. Stevens Holly, Foster Holly
9. Desert Willow
10. Hawthorne
11. Ornamental Pear
12. Possumhaw Holly
13. Vitex

SHRUBS

1. Dwarf Glossy Abelia/Glossy Abelia
2. Juniper
3. Barberry
4. Texas Sage (Cenizia)
5. Dwarf Yaupon Holly
6. Dwarf Burford Holly/Burford Holly
7. Indian Hawthorne(?)
8. Cleyera
9. Nellie R. Stevens Holly
10. Sweet Viburnum
11. Willowleaf Holly
12. Dwarf Chinese Holly
13. Purpleleaf Japanese Barberry
14. Nandina
15. Encore Azalea(?)

STRUCTURES

400 ROOF AND ROOFING MATERIAL

On all residential lots in Star Trail, 65% of any composition roof shall maintain a minimum roof pitch of 8:12. If the surface area of any residential lot in StarTrail is built with clay tile, cement tile, slate or slate products, or metal roofing material, a minimum of 75% shall maintain a minimum roof pitch of 3:12. (Town of Prosper Development Requirements Chapter 4, Section 9.8 A.)

Roof structures shall be out of conventional frames or wood trusses. Maximum height of any structure in Star Trail is 40 feet. Town of Prosper requires a residential sprinkler system be installed in any structure over 35 feet in height.

Finish materials for pitched roofs must be consistent throughout the individual villages at Star Trail. Acceptable materials are flat cement tiles, barrel type cement tiles, barrel clay tile or architectural type dimensional fiberglass singles with a 30-year warranty.

Gutters and downspouts may be exposed only if painted properly to match the color or the fascia, wall or column

All exposed roof vents, valleys, flashing and pipes extending through the roof shall be painted the same color as the roof.

401 EXTERIOR WALLS

The following requirements apply to all exterior walls and all kinds of facade applications for all structures. All elements of all elevations shall complete a total and continuous design.

All materials must be in compliance with the local Building Code and any other local regulations of the Town of Prosper.

Exterior wall finishes shall be consistent in color schemes, texture, composition and character throughout the individual villages at Star Trail. All exterior finishes will be subject to review and approval by the NCC. Walls with any type of exposed modular units will not be permitted.

100% masonry (brick, stone or stucco) on all front elevations. No siding of any kind will be allowed.

Housing elevations visible from any adjoining street, community entry, open space, common area, park, greenbelt shall be 100% brick, stone or stucco **(no siding of any kind will be allowed)**.

Acceptable finishes are the following:

A. Brick: except gray brick, which is not permitted. Brick may be painted with the approval of the NCC as to color.
B. Stone

C. Cementatious lap siding (no more than 20% max on Type C and Type D lots) 100% masonry on all front elevations. NOTE: Cement fiber products may not be used in meeting the 70%-80% masonry requirement except in recessed and/or cantilevered features. Examples are porches, dormers, etc.
D. Stucco (smooth, skip trowel or shot blast, as examples); and
E. Other finishes permitted by the Town of Prosper subject to ARC approval.

Please refer to the Attached Exhibit for specific masonry requirements by lot and elevation.

402 BALCONY PLACEMENT

No rear facing balconies will be allowed on any lots in Star Trail except those lots that back/side to a park, greenbelt or street.

403 WINDOWS

All window framing will be bronzed, cream, sand or white anodized aluminum, vinyl or wood.

Window shutters, as an architectural design element, may be approved on a plan by plan basis.

No reflective window coverings or treatments shall be permitted at Star Trail. The ARC, at its discretion, may control or prohibit window coverings and treatments not reasonably compatible with aesthetic standards of the area.

404 EXTERIOR WALL COLORS

When finish materials for the exterior of the structures require painting, the color selection shall be based on compatible colors throughout the individual villages at Star Trail.

Homebuilders will offer color schemes and paint colors previously approved by the NCC.

In no circumstance shall two (2) houses of identical brick and paint color packages be permitted on adjacent lots fronting the same road. See Section 205 for additional considerations on brick/color repeats.

405 GARAGES AND DRIVEWAY MATERIALS

All StarCreek homes shall have a minimum of one (1) two (2) car garage but no more than two (2) two (2) car garages. Each garage must meet a 400 square feet minimum.

No carports shall be permitted.

No garage door directly facing a street shall be less than 25 feet from the property line.

Garage doors directly facing a street shall not occupy more than fifty percent (50%) of the width of the front façade of the house.

Homes may feature up to a three (3) car garage provided all three bays not face the street but are split in a two/one configuration.

Garage door stain will be selected from builder's approved color selection.

No standard, traditional steel garage doors, painted or stained, will be allowed on any lot in Star Trail.

Doors must be constructed of a material that gives the appearance of a real wood door when viewed from any community street. Materials may consist of paint or stain grade wood (Cedar, Ash, Hemlock, etc.) or other material, including fiberglass or steel, that when stained or painted gives the appearance of a real wood door.

Doors may be single or double wide doors.

Additionally, two of the following upgrades must be incorporated:

If single doors, doors must be separated by a masonry column.

Garage doors may be "carriage style door" designs giving the appearance of a classic swing-open design with the flexibility of an overhead door operation.

Doors may incorporate decorative hardware.

Doors may incorporate windows.

DRIVEWAYS

All Star Trail Phase 5 residential lots in zoning classification Type D will feature **driveways** constructed of 60mm Belgard Brick pavers installed in a herringbone pattern. Color of paver is Fossil Beige.

All Type C Driveways in Star Trail Phase 5 will be a salt finish natural concrete with stain colors to be approved by NCC prior to construction.

403 DOORS

Screen doors shall be compatible with the design and color of the home.

Entrance doors shall be compatible with the house design. Material shall be solid wood, fiberglass or metal insulated type.

404 AWNINGS

Awnings are prohibited in Star Trail.

405 DETACHED STRUCTURES

Any free standing structure contemplated for a property, such as, but not limited to, a pavilion, a gazebo, platform, doghouse or dog run, playhouse, cabana, etc. must be submitted for approval with the required drawings and information. Approval will be granted only upon the merit of the structure, its location within the standard building setbacks for the particular zoning, its compatibility with the main house and its desirability for the neighborhood.

No free standing garage, garage apartment, storage or guest house will be allowed in Star Trail.

406 FENCING

Fencing is required in Star Trail per the attached exhibit. Certain sections/types of fencing will be installed by the developer, as noted. The remaining fencing is the requirement of the builder.

Fencing guidelines are as follows:

Land Adjacent to Public Park/Public Hike and Bike Trail

Require a decorative wrought iron fence, minimum 4 foot in height, abutting said public area. (PD-66 as Amended May, 2017)

Fencing on all other residential lots will be constructed of masonry, iron or cedar per the developer requirements as shown on the attached fencing exhibit.

Masonry will only be allowed on lots adjacent to or abutting HOA-owned common area lots.

If cedar fencing is required, the fence will be built with a top rail and shall be supported with galvanized steel posts, 8 foot OC. all cedar fencing will be typical board-to-board per the attached exhibit.

All residential lots located on a corner adjacent to a street shall require either decorative metal or board-on-board fencing along the sideyard adjoining the street with masonry columns, placed at 21 feet OC. A detail of the required masonry column is attached. All other fencing on a corner lot (ie. rear and lot-to-lot side) may be board–to-board provided said fencing is

not abutting public park or hike/bike trail/public areas which require decorative iron.

In deciding how to "face" the cedar fencing, unless otherwise stipulated by Town of Prosper guidelines or PD 66, the first homebuilder building will set the standard for fence facings (ie. posts in or out.) Adjacent homes will adhere to this standard unless an agreement is reached on double facing any fence section.

ALL WOOD FENCING WILL BE A CONSISTENT COLOR THROUGHOUT STAR TRAIL.

IF THE FENCE PANELS ARE PRE-STAINED, IE. ACE FENCING:

The stain is: Seal Rite- Medium Brown, an oil base, semi-transparent stain that offers a natural look.

IF THE FENCE PANELS ARE NOT STAINED PRIOR TO INSTALLATION:

The stain may be purchased directly from Ace OR be color matched at Sherwin Williams, Home Depot, Lowes while making sure it is oil based.
If purchasing the stain, use "Ready Seal, Medium Brown, Color number OS-015B."

FENCING RETURNS:

All lots requiring board-on-board sideyard fencing will also require a board-on-board return to the house.

All lots requiring standard wood fences with standard wooden sideyard conditions will have standard wooden returns to the house.

All lots requiring wrought iron fencing require a wrought iron return to the house.

Fencing specifications by lot as outlined on the attached color exhibit carry the following specifications:.

The fencing setbacks for the four StarTrail lot classifications are as follows:

*Type C/76' lot zoning - no fencing shall extend beyond a point fifteen feet (15') behind the front wall plane of the structure into the front yard.

*Type D/86' lot zoning - no fencing shall extend beyond a point fifteen feet(15') behind the front wall plane of the structure into the front yard.

407 **AIR CONDITIONERS**

No window or wall air conditioning units will be permitted on any building in StarTrail.

Outside condensing units (compressors) which are not located within a privacy fenced area shall be entirely screened by shrubbery, a solid privacy enclosure or through building orientation. Appropriate access and service space will be provided; however, such access shall never be visible from the street(s). This screening requirement shall also apply to pool equipment located outside a privacy fenced area.

408 FIREPLACES AND CHIMNEYS

Unless an alternate material is approved by the Town Council of Prosper, the exterior cladding of any chimney must be 100% masonry constructed of either brick, natural stone or stucco. Town of Prosper October, 2015

409 SWIMMING POOLS, ALL OUTDOOR STRUCTURES

Any construction that affects the exterior of a Star Trail home including construction of a pool, gazebo, trellis, etc. under the supervision of the homebuilder shall be subject to the review and approval of the NCC. Pool equipment shall be screened by shrubbery if located outside a privacy fenced area.

410 MAILBOXES

The Town of Prosper, under direction from the USPS, will require Cluster Mailboxes in Star Trail. An 8-16 box cluster design will be used in StarTrail Phase 5, to be installed by BSAL. Specific location(s) to be published prior to Substantial Completion.

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Builder/Applicant: _____ Date: _____

Contact: _____ Telephone: _____

Zoning Classification: ____ Phase: __ Lot/Block: ____ Street Address: _____

Plan Name/Number: _____ Elevation: _____

Total A/C Sq. Footage: _____ 1st Floor A/C: _____ 2nd Floor A/C: _____

Released as (Check one) Model: _____ Spec: _____ Build-to-suit: _____

MATERIAL SCHEDULE AND COLOR SELECTIONS

SIDING:

Wood: ____ Manufacturer & Stain/Paint Color: _____

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Stucco: _____ Color: _____

Brick: _____ Manufacturer/Color: _____

NCC Submittal Application
Page Two

ROOFING:

Composition: ____ Manufacturer/Color: _____

Tile: _____ Manufacturer/Color: _____

GARAGE DOOR PAINT/STAIN: Manufacturer/Color: _____

General Comments: _____

_____

MATERIAL AND COLOR APPROVALS:

SIDING %-AGE FRONT: _____ **REAR:**_____ **LEFT ELEVATION:** _____ **RIGHT ELEVATION:**_____

MASONRY %-AGE FRONT: _____ **REAR:** _____ **LEFT ELEVATION:** _____ **RIGHT ELEVATION:** _____

COLORS:

SIDING: **WOOD PAINT:** _____ **WOOD STAIN** _____

CEMENTATIOUS: _____

GARAGE DOOR STAIN: _____

MASONRY: **STONE:** _____ **BRICK:** _____ **STUCCO:** _____

ROOFING: _____

COMMENTS: _____

_____

_____

_____

REVIEWED ON: _____ **BY:** _____

The Villages of Star Trail Design Guidelines

April 14, 2021 PHASE SIX & SEVEN

100 TITLE

This compilation of guidelines shall be known as the Villages of Star Trail Design Guidelines, hereinafter referred to as "Guidelines" for Star Trail.

101 PURPOSE

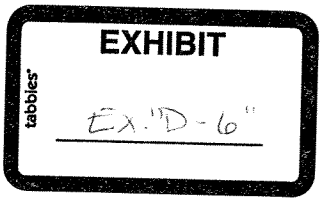
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200 PROCESS FOR CONSTRUCTION

SUBMITTAL OF MASTER PLAN SET

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    b. Front elevations with finish notations at ⅛"=1 ft. scale; remaining elevations with finish notations at ⅛" = 1 ft. scale. All elevations should show dimensions with:

        i. %-age of Masonry and all exterior materials and textures;
        ii. Type, size and material of all openings;
        iii. Roof pitch and type of roofing material, and
        iv. Doors and windows.

2. Square footage (first and second floors):

    a. Air-conditioned space (living area).
    b. Other.

The NCC will release the plans submitted by the homebuilder for building permit after full plan review and approval by McCauley Architectural Review.

No plan review will begin until the Master Plan submittal form(s), and complete plan sets are received.

NOTE: Approval of homebuilder plans and specifications by Blue Star Allen Land, LP does not release the homebuilder from fully complying with all applicable codes and requirements of the Town of Prosper. The review process of Blue Star Allen Land, LP/McCauley Architectural Review is strictly for compliance with the design parameters as dictated in this document.

Allow four (4) weeks for processing architectural review of the Master Plan Set.

Should revisions to an individual plan/elevation be required, a re-submittal of the requested revised plans will be sent to the architect for approval and release prior to the submittal of any site plan for a specific lot/block.

201 MATERIAL SELECTIONS AND COLOR BOARD SUBMITTALS

Each builder shall prepare and submit a complete array of materials and colors to be offered to prospective homebuyers in Star Trail. This selections submittal shall contain the following:

- All brick colors and manufacturer
- Roofing material and color
- Siding material and color
- Trim color
- Garage door color/stain
- Shutter color, etc.

202 SITE PLAN SUBMITTALS

The homebuilder may start construction proceedings upon written receipt of an approved Master Plan submittal and an approved Site Plan submittal, specific to the requested lot/block. Such approvals to be granted contingent upon the receipt of all required permits from the Town of Prosper or other authorities having jurisdiction over the project.

For site plan approval, the homebuilder will submit the attached Site Plan Submittal form accompanied by a 1"=20' plan showing all dimensions, the location of the house on the Lot with all property lines, easements, setback and restriction lines, drives, walks, fences, walls and patios. After NCC plan approval has been issued, no adjustments to the location and siting of the dwelling on the lot are allowed without resubmitting a new site plan for approval by the NCC.

203 MINIMUM SQUARE FOOTAGE BY ZONING CLASSIFICATION

Type A Lots - Each **single story** dwelling constructed on a Type A lot shall contain a minimum of **1800 square feet** of floor space, maximum of **3600 square**

feet; **two story** dwellings shall contain a minimum of **2000 square feet** of floor space, **maximum of 3900 square feet**.

Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main building.

Type B Lots - Each **single story** dwelling constructed on a Type B lot shall contain a minimum of **2300 square feet** of floor space, maximum of **4200 square feet**; **two story** dwellings shall contain a minimum of **2650 square feet** of floor space, maximum of **4400 square feet**.

Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main building.

Type C Lots - Each **single story** dwelling constructed on a Type C lot shall contain a minimum of **2500 square feet** of floor space, maximum of **4600 square feet**; two story dwellings shall contain a minimum of **3000 square feet** of floor space, maximum of **4800 square feet**.

Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main building.

Type D Lots - Each single story dwelling constructed on a Type D lot shall contain a minimum of **3000 square feet** of floor space; two story dwellings shall contain minimum of **3500 square feet** of floor space. There are no limitations on maximum square footage on Type D lots.

Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main building.

204 FLOORPLAN AND ELEVATION REPETITION

A minimum of four (4) distinctly different home elevations shall be built on the same side of every street in Star Trail. (Town of Prosper Residential Standards, October 7, 2015.)

On all Star Trail lots on the same side of a village street, repeat of floor plans shall be limited to one in every three lots (ie. a minimum two (2) lot separation.)

On all Star Trail lots on the same side of a village street, repeat of elevation shall be limited to one in every four lots (ie. a minimum three (3) lot separation.)

Additionally, the condition for repeats on all lots shall be such that the same floor plan or elevation may not be built directly across a street OR directly behind but, rather staggered by two (2) lots with the plan repeat as described above. This restriction applies to both the front and side conditions of each lot.

The NCC will have final approval of floor plan, elevation and brick colors, pursuant to policy and procedures established by the NCC and any deviation to the above Plan and Brick Repeat Policy will be subject to NCC review for consideration of a possible variance.

******The NCC will maintain and provide a record of all plan, elevation and material selections by lot. The responsibility for the accuracy of all new plan submittals is the responsibility of the individual homebuilders.***

205 **BRICK REPEAT RESTRICTIONS**

On all Star Trail lots on the same side of a village street, repeat of brick shall be limited to one in every three lots (ie. a minimum two (2) lot separation.

Additionally, the restriction for brick repeats on all lots shall be such that the same brick/brick color may not be built directly across from OR behind but, rather staggered by a minimum of two (2) lots. This restriction applies to both the front and side conditions of each lot.

Elevations featuring painted brick and stucco will adhere to the same repeat standards as stated above.

206 **PLATE HEIGHT**

Each Type A and Type B home shall have a minimum principal plate height of 9' on the first floor.

Each Type C and Type D home shall have a minimum principal plate height of 10' on the first floor.

300 **LANDSCAPE REQUIREMENTS**

All landscaping will be in accordance with the requirements of PD 66/The Villages of Star Trail, these New Construction Guidelines and the general development standards as required by the Town of Prosper. Nothing herein shall be construed to be less than nor to reduce the requirements of the Town of Prosper.

PRESERVATION OF EXISTING TREES

Preservation and enhancement of any lot area retaining native vegetation is strongly encouraged. No trees measuring six inches (6") or more in diameter at a point four feet (4') above grade may be removed without written approval of the Declarant (such approval not to be unreasonably withheld.)

301 **IRRIGATION**

Irrigation will be required on all lots in Star Trail. The irrigation system shall be automatically controlled by a time clock and incorporate rain and freeze sensors to prevent water waste and ice formation.

302 LANDSCAPE LIGHTING

While not a requirement for any home built in Star Trail, if used, landscape lighting is to be low key and should be used to accent entrances and special features only. Overall high levels of light are not desired. Intensity should be no greater than that required for pedestrian safety, other than on landscape accent. The scale of this lighting should be at a residential level.

303 REQUIRED LANDSCAPE MATERIAL

LAWNS, FRONT, REAR AND SIDE

Yards (including front, side and rear) shall be completely sodded.

REQUIRED TREE PLANTINGS

All Phase 7, Type B, lots within Star Trail must have a minimum of two (2) large trees in the front yard (species of tree from the following list.) Each large tree must be a minimum 4 caliper inches as measured at 12 inches above grade. If the shape of the lot does not provide adequate room for the planting of two trees in the front yard, then an additional tree may be planted in the rear yard in lieu of the front yard with the Town's approval.

All Phase 6 Type A lots within Star Trail must have a minimum of one (1) large tree in the front yard. Each large tree must be a minimum of 4 caliper inches as measured at 12 inches above grade.

All Phase 6 & 7 lots, Type A and B must have a minimum l large tree in the rear yard.

All Phase 6 & 7 lots, Type A, B, C and D located on a street corner adjacent to a street must have additional large trees planted along the side yard @ 30' OC.

To satisfy the requirements of these guidelines, all large trees must be selected from the following list and be a minimum 4 caliper inches as measured at 12 inches above grade.

REQUIRED SHRUB PLANTINGS

In summary, all Star Trail lots must have shrubs planted to effect a foundation screen across the front and any side elevations of the home visible from a street or common area.

Town of Prosper Development Requirements specify a **minimum** of the following for each zoning classification:

Type A Lots, typical 6,875 sq. feet - Minimum 12, 3 gallon shrubs across the front elevation of the home.
Type B Lots, typical 8,125 sq. feet - Minimum 15, 3 gallon shrubs across the front elevation of the home.
Type C Lots, typical 10,260 square feet - Minimum 20, 3 gallon shrubs across the front elevation of the home.
Type D Lots, typical 11,610 square feet - Minimum 20, 3 gallon shrubs across the front elevation of the home.

In addition, shrubs and hedges shall be planted along any side elevation not screened from view of neighboring homes and streets by a privacy fence.

Corner lots adjacent to a street, including lots with a side elevation facing the front elevation of a home, will require large trees be planted along the side elevation at 30' OC. Shrubs will be required along the foundation to affect a screen.

Shrubs and hedges shall be minimum three (3)-gallon plants and shall be spaced or clustered in an appropriate manner to conceal or direct attention from any exposed foundation. Shrubs and trees that are not included on the list below may be submitted for consideration provided that they meet the following criteria:

1. Native species and evergreens;
2. Relatively resistant to insects and diseases;
3. Cold hardy material
4. Adaptability to existing soil conditions; and
5. Long life expectancy.

304 PLANT LIST

Particular attention should be paid to the individual soil conditions and soil preparation to provide adequate drainage for all planted vegetation.

Large Canopy Trees

1. Pecan
2. Southern Magnolia
3. Shumard Oak
4. Cedar Elm
5. Texas Ash
6. Bur Oak
7. Live Oak
8. Fruitless Sweetgum
9. Southern Live Oak
10. Sycamore
11. Red Oak
12. Chinese Pistache
13. Bald Cypress
14. Lacebark Elm
15. Eastern Red Cedar

Ornamental Trees

1. Aristocrat Pear
2. Crepe Myrtle
3. Mexican Plum
4. Yaupon Holly
5. Redbud
6. Roughleafed Dogwood
7. Texas Persimmon
8. Tree-Form Holly, e.g. Nellie R. Stevens Holly, Foster Holly
9. Desert Willow
10. Hawthorne
11. Ornamental Pear
12. Possumhaw Holly
13. Vitex
14. Taylor Juniper
15. Arizona Cypress

SHRUBS

1. Dwarf Glossy Abelia/Glossy Abelia
2. Juniper
3. Barberry
4. Texas Sage (Cenizia)
5. Dwarf Yaupon Holly
6. Dwarf Burford Holly/Burford Holly
7. Indian Hawthorne(?)
8. Cleyera
9. Nellie R. Stevens Holly
10. Sweet Viburnum
11. Willowleaf Holly
12. Dwarf Chinese Holly
13. Purpleleaf Japanese Barberry
14. Nandina
15. Encore Azalea(?)

STRUCTURES

400 ROOF AND ROOFING MATERIAL

On all residential lots in Star Trail, 65% of any composition roof shall maintain a minimum roof pitch of 8:12. If the surface area of any residential lot in Star Trail is built with clay tile, cement tile, slate or slate products, or metal roofing material, a minimum of 75% shall maintain a minimum roof pitch of 3:12. (Town of Prosper Development Requirements Chapter 4, Section 9.8 A.)

Roof structures shall be out of conventional frames or wood trusses. Maximum height of any structure in Star Trail is 40 feet. Town of Prosper requires a residential sprinkler system be installed in any structure over 35 feet in height.

Finish materials for pitched roofs must be consistent throughout the individual villages at Star Trail. Acceptable materials are flat cement tiles, barrel type cement tiles, barrel clay tile or architectural type dimensional fiberglass singles with a 30-year warranty.

Gutters and downspouts may be exposed only if painted properly to match the color or the fascia, wall or column

All exposed roof vents, valleys, flashing and pipes extending through the roof shall be painted the same color as the roof.

401 EXTERIOR WALLS

The following requirements apply to all exterior walls and all kinds of facade applications for all structures. All elements of all elevations shall complete a total and continuous design.

All materials must be in compliance with the local Building Code and any other local regulations of the Town of Prosper.

Exterior wall finishes shall be consistent in color schemes, texture, composition and character throughout the individual villages at Star Trail. All exterior finishes will be subject to review and approval by the NCC. Walls with any type of exposed modular units will not be permitted.

100% masonry (brick, stone or stucco) on all front elevations. No siding of any kind will be allowed.

Housing elevations visible from any adjoining street, community entry, open space, common area, park, greenbelt shall be 100% brick, stone or stucco (**no siding of any kind will be allowed**).

Acceptable finishes are the following:

A. Brick: except white or gray brick, which are not permitted. Brick may be painted with the approval of the NCC as to color.
B. Stone
C. Cementitious lap siding (no more than 30% on any individual elevation in Type A and Type B lots; 20% max on Type C and Type D lots) 100% masonry on all front elevations. NOTE: Cement fiber products may not be used in meeting the 70%-80% masonry requirement except in recessed and/or cantilevered features. Examples are porches, dormers, etc.
D. Stucco (smooth, skip trowel or shot blast, as examples); and
E. Other finishes permitted by the Town of Prosper subject to ARC approval.

Please refer to the Attached Exhibit for specific masonry requirements by lot and elevation.

402 BALCONY PLACEMENT

No rear facing balconies will be allowed on any lots in Star Trail except those lots that back/side to a park, greenbelt or street.

403 WINDOWS

All window framing will be black, bronzed, cream, sand or white anodized aluminum, vinyl or wood.

Window shutters, as an architectural design element, may be approved on a plan by plan basis.

No reflective window coverings or treatments shall be permitted at Star Trail. The ARC, at its discretion, may control or prohibit window coverings and treatments not reasonably compatible with aesthetic standards of the area.

404 EXTERIOR WALL COLORS

When finish materials for the exterior of the structures require painting, the color selection shall be based on compatible colors throughout the individual villages at Star Trail.

Homebuilders will offer color schemes and paint colors previously approved by the NCC.

In no circumstance shall two (2) houses of identical brick and paint color packages be permitted on adjacent lots fronting the same road. See Section 205 for additional considerations on brick/color repeats.

405 GARAGES AND DRIVEWAY MATERIALS

All Star Trail homes shall have a minimum of one (1) two (2) car garage but no more than two (2) two (2) car garages. Type A and Type B lots shall have no more than three (3) car garages. Each garage must meet a 400 square feet minimum.

No carports shall be permitted.

No garage door directly facing a street shall be less than 25 feet from the property line.

Garage doors directly facing a street shall not occupy more than fifty percent (50%) of the width of the front façade of the house.

Homes may feature up to a three (3) car garage provided all three bays not face the street but are split in a two/one configuration.

Garage door stain will be selected from builder's approved color selection.

No standard, traditional steel garage doors, painted or stained, will be allowed on any lot in Star Trail.

Doors must be constructed of a material that gives the appearance of a real wood door when viewed from any community street. Materials may consist of paint or stain grade wood (Cedar, Ash, Hemlock, etc.) or other material, including fiberglass or steel, that when stained or painted gives the appearance of a real wood door.

Doors may be single or double wide doors.

Additionally, two of the following upgrades must be incorporated:

If single doors, doors must be separated by a masonry column.

Garage doors may be "carriage style door" designs giving the appearance of a classic swing-open design with the flexibility of an overhead door operation.

Doors may incorporate decorative hardware.

Doors may incorporate windows.

DRIVEWAYS

All Star Trail Phase 6 & 7 residential lots in zoning classification Types A and B will feature **driveways** with a salt finish.

403 DOORS

Screen doors shall be compatible with the design and color of the home.

Entrance doors shall be compatible with the house design. Material shall be solid wood, fiberglass or metal insulated type.

404 AWNINGS

Awnings are prohibited in Star Trail.

405 DETACHED STRUCTURES

Any free standing structure contemplated for a property, such as, but not limited to, a pavilion, a gazebo, platform, doghouse or dog run, playhouse, cabana, etc. must be submitted for approval with the required drawings and information. Approval will be granted only upon the merit of the structure, its location within the standard building setbacks for the particular zoning, its compatibility with the main house and its desirability for the neighborhood.

No free standing garage, garage apartment, storage or guest house will be allowed in Star Trail.

406 FENCING

Fencing is required in Star Trail per the attached exhibit. Certain sections/types of fencing will be installed by the developer, as noted. The remaining fencing is the requirement of the builder.

Fencing guidelines are as follows:

Land Adjacent to Public Park/Public Hike and Bike Trail

Require a decorative ornamental iron fence, minimum 4 foot in height, abutting said public area. (PD-66 as Amended May, 2017)

Fencing on all other residential lots will be constructed of masonry, iron or cedar per the developer requirements as shown on the attached fencing exhibit.

Masonry will only be allowed on lots adjacent to or abutting HOA-owned common area lots.

If cedar fencing is required, the fence will be built with a top rail and shall be supported with galvanized steel posts, 8 foot OC. all cedar fencing will be typical board-on-board per the attached exhibit.

All residential lots located on a corner adjacent to a street shall require either decorative metal or board-on-board fencing along the sideyard adjoining the street with masonry columns, placed at 21 feet (max) OC. A detail of the required masonry column is attached. All other fencing on a corner lot (ie. rear and lot-to-lot side) may be board–on-board provided said fencing is not abutting public park or hike/bike trail/public areas which require ornamental iron.

In deciding how to "face" the cedar fencing, unless otherwise stipulated by Town of Prosper guidelines or PD 66, the first homebuilder building will set the standard for fence facings (ie. posts in or out.) Adjacent homes will adhere to this standard unless an agreement is reached on double facing any fence section.

ALL WOOD FENCING WILL BE A CONSISTENT COLOR THROUGHOUT STAR TRAIL.

IF THE FENCE PANELS ARE PRE-STAINED, IE. ACE FENCING:

The stain is: Seal Rite- Medium Brown, an oil base, semi-transparent stain that offers a natural look.

IF THE FENCE PANELS ARE NOT STAINED PRIOR TO INSTALLATION:

The stain may be purchased directly from Ace OR be color matched at Sherwin Williams, Home Depot, Lowes while making sure it is oil based.
If purchasing the stain, use "Ready Seal, Medium Brown, Color number OS-015B."

FENCING RETURNS:

All lots requiring board-on-board sideyard fencing will also require a board-on-board return to the house.

All lots requiring standard wood fences with standard wooden sideyard conditions will have standard wooden returns to the house.

All lots requiring ornamental iron fencing require a ornamental iron return to the house.

Fencing specifications by lot as outlined on the attached color exhibit carry the following specifications:.

The fencing setbacks for the four Star Trail lot classifications are as follows:

*Type A/55' lot zoning - no fencing shall extend beyond a point ten foot (10') behind the front wall plane of the structure into the front yard.

*Type B/65' lot zoning - no fencing shall extend beyond a point ten foot (10') behind the front wall plane of the structure into the front yard.

*Type C/76' lot zoning - no fencing shall extend beyond a point fifteen feet (15') behind the front wall plane of the structure into the front yard.

*Type D/86' lot zoning - no fencing shall extend beyond a point fifteen feet(15') behind the front wall plane of the structure into the front yard.

407 AIR CONDITIONERS

No window or wall air conditioning units will be permitted on any building in Star Trail.

Outside condensing units (compressors) which are not located within a privacy fenced area shall be entirely screened by shrubbery, a solid privacy enclosure or through building orientation. Appropriate access and service space will be provided; however, such access shall never be visible from the street(s). This screening requirement shall also apply to pool equipment located outside a privacy fenced area.

408 FIREPLACES AND CHIMNEYS

Unless an alternate material is approved by the Town Council of Prosper, the exterior cladding of any chimney must be 100% masonry constructed of either brick, natural stone or stucco. Town of Prosper October, 2015

409 SWIMMING POOLS, ALL OUTDOOR STRUCTURES

Any construction that affects the exterior of a Star Trail home including construction of a pool, gazebo, trellis, etc. under the supervision of the homebuilder shall be subject to the

review and approval of the NCC. Pool equipment shall be screened by shrubbery if located outside a privacy fenced area.

410 MAILBOXES

The Town of Prosper, under direction from the USPS, will require Cluster Mailboxes in Star Trail. Specific location(s) to be published prior to Substantial Completion.

Villages of Star Trail
New Construction Review Application

Once builder has submitted and received comments/approval of a Master Plan submittal(s), with materials and colors to be offered in Star Trail, subsequent submittals for construction will not require a second full set of plans. Builders may subsequently submit one (1) copy of this completed form and one (1) scaled site plan (1"=20') indicating adherence to all setbacks, location of HVAC equipment and fencing material/placement for each new release. Any revisions to an existing approved floorplan and/or elevation per the Master Plan submittal set will require a full set of plans be submitted for review/ approval.

This applicant acknowledges and agrees the New Construction Committee (NCC) and the Villages of Star Trail HomeOwners Association, Inc. (HOA) assume no liability resulting from the approval or disapproval of any plan(s) submitted by the applicant. The NCC and the HOA have no liability and make no representations regarding the adequacy or quality of any submitted plans or whether such plans comply with any or all local, state or national governmental requirements.

Builder/Applicant: _____ Date: _____

Contact: _____ Telephone: _____

Zoning Classification: ____ Phase: __ Lot/Block: ____ Street Address: _____

Plan Name/Number: _____ Elevation: _____

Total A/C Sq. Footage: _____ 1st Floor A/C: _____ 2nd Floor A/C: _____

Released as (Check one) Model: _____ Spec: _____ Build-to-suit: _____

MATERIAL SCHEDULE AND COLOR SELECTIONS

SIDING:

Wood: ____ Manufacturer & Stain/Paint Color: _____

Cementitious: _____ Manufacturer/Color: _____

All materials and colors must be submitted and approved prior to construction in Star Trail. All minimum masonry requirements must be met per elevation. Cementitious siding may not be included in meeting the required masonry percentage per elevation. In calculating the maximum siding per elevation, all windows surrounded by siding will count the window square footage as siding.

MASONRY:

Stone: _____ Color: _____

Stucco: _____ Color: _____

Brick: _____ Manufacturer/Color: _____

NCC Submittal Application
Page Two

ROOFING:

Composition: ____ Manufacturer/Color: _____

Tile: _____ Manufacturer/Color: _____

GARAGE DOOR PAINT/STAIN: Manufacturer/Color: _____

General Comments: _____

_____

_____

MATERIAL AND COLOR APPROVALS:

SIDING %-AGE FRONT: _____ **REAR:**_____ **LEFT ELEVATION:** _____ **RIGHT ELEVATION:**_____

MASONRY %-AGE FRONT: _____ **REAR:** _____ **LEFT ELEVATION:** _____ **RIGHT ELEVATION:** _____

COLORS:

SIDING: **WOOD PAINT:** _____ **WOOD STAIN** _____

CEMENTITIOUS: _____

GARAGE DOOR STAIN: _____

MASONRY: **STONE:** _____ **BRICK:** _____ **STUCCO:** _____

ROOFING: _____

COMMENTS: _____

_____

_____

_____

REVIEWED ON: _____ **BY:** _____

The Villages of Star Trail Design Guidelines

December 1, 2021 PHASE EIGHT & NINE

1 TITLE AND SCOPE

100 TITLE

This compilation of guidelines shall be known as the Villages of Star Trail Design Guidelines, hereinafter referred to as "Guidelines" for Star Trail.

101 PURPOSE

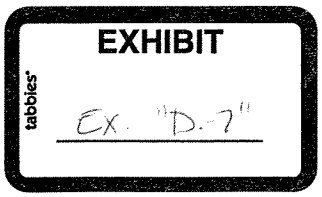
The purpose of these Guidelines is to provide certain minimum standards, provisions and requirements for appropriate and acceptable design and minimum required criteria for homebuilders and homeowners implementing new construction within Star Trail.

The suggestions, recommendations and requirements expressed in these guidelines hinge upon final approval of plans by and at the discretion of Blue Star Allen Land, LP, a Texas limited partnership, as the Declarant through the New Construction Committee (NCC.)

These guidelines are compatible and in continuity with the requirements of the Town of Prosper and the Declaration of Covenants, Conditions and Restrictions (the "Declaration") of the Villages of Star Trail.

102 SCOPE

These guidelines are for the purpose of outlining the minimum requirements for residences in Star Trail as well as to assist homebuilders and homeowners in the design of their residences. The evaluation of each submittal to the NCC relates to matters of judgment and taste, which cannot be reduced to a simple list of measurable criteria. It is possible a submission may meet all guidelines and criteria listed below and still not receive approval, if in the judgment of the NCC its overall aesthetic impact is not acceptable. The approval of an application for one proposed improvement shall not be construed as creating any obligation on the part of the NCC to approve applications involving similar designs for proposed improvements pertaining to different lots. The role of the NCC is to insure that the overall quality level of Star Trail is maintained at the highest level possible while still allowing for each owner's individual taste in design, colors and materials.



200 PROCESS FOR CONSTRUCTION

SUBMITTAL OF MASTER PLAN SET

Prior to offering any plan for sale in Star Trail, all builders must submit a master set for review by the Villages of StarTrail NCC and Blue Star Allen Land, LP.

In cases of repetitive plans being offered for sale in the project, a one-time blanket approval for Builders, who own multiple lots, may be obtained for use at Star Trail.

In cases of individual modifications as might be requested by a prospective homeowner, an individual plan submittal for a specific lot/block will be required in each instance.

Each plan submitted for review under a Master Plan submittal shall include comprehensive construction plans and specifications which shall include, but not be limited to, the following items:

1. Architectural construction plans:

    a. Floor plans at ⅛"scale;
    b. Front elevations with finish notations at ⅛"=1 ft. scale; remaining elevations with finish notations at ⅛" = 1 ft. scale. All elevations should show dimensions with:

        i. %-age of Masonry and all exterior materials and textures;
        ii. Type, size and material of all openings;
        iii. Roof pitch and type of roofing material, and
        iv. Doors and windows.

2. Square footage (first and second floors):

    a. Air-conditioned space (living area).
    b. Other.

The NCC will release the plans submitted by the homebuilder for building permit after full plan review and approval by Blue Star Allen Land, LP.

No plan review will begin until the Master Plan submittal form(s), and complete plan sets are received.

NOTE: Approval of homebuilder plans and specifications by Blue Star Allen Land, LP does not release the homebuilder from fully

complying with all applicable codes and requirements of the Town of Prosper. The review process of Blue Star Allen Land, LP is strictly for compliance with the design parameters as dictated in this document.

Allow four (4) weeks for processing architectural review of the Master Plan Set.

Should revisions to an individual plan/elevation be required, a re-submittal of the requested revised plans will be sent to the architect for approval and release prior to the submittal of any site plan for a specific lot/block.

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- All brick colors and manufacturer
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The homebuilder may start construction proceedings upon written receipt of an approved Master Plan submittal and an approved Site Plan submittal, specific to the requested lot/block. Such approvals to be granted contingent upon the receipt of all required permits from the Town of Prosper or other authorities having jurisdiction over the project.

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Type C Lots - Each **single story** dwelling constructed on a Type C lot shall contain a minimum of **2500 square feet** of floor space, maximum of **4600 square feet**; two story dwellings shall contain a minimum of **3000 square feet** of floor space, maximum of **4800 square feet**.

Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main building.

Type D Lots - Each single story dwelling constructed on a Type D lot shall contain a minimum of **3000 square feet** of floor space; two story dwellings shall contain minimum of **3500 square feet** of floor space. There are no limitations on maximum square footage on Phase I Type D lots.

Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main building.

204 FLOORPLAN AND ELEVATION REPETITION

A minimum of four (4) distinctly different home elevations shall be built on the same side of every street in Star Trail. (Town of Prosper Residential Standards, October 7, 2015.)

On all Star Trail lots on the same side of a village street, repeat of floor plans shall be limited to one in every three lots (ie. a minimum two (2) lot separation.)

On all Star Trail lots on the same side of a village street, repeat of elevation shall be limited to one in every four lots (ie. a minimum three (3) lot separation.)

Additionally, the condition for repeats on all lots shall be such that the same floor plan or elevation may not be built directly across a street OR directly behind but, rather staggered by two (2) lots with the plan repeat as described above. This restriction applies to both the front and side conditions of each lot.

The NCC will have final approval of floor plan, elevation and brick colors, pursuant to policy and procedures established by the NCC and any deviation to the above Plan and Brick Repeat Policy will be subject to NCC review for consideration of a possible variance.

******The NCC will maintain and provide a record of all plan, elevation and material selections by lot. The responsibility for the accuracy of all new plan submittals is the responsibility of the individual homebuilders.***

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On all Star Trail lots on the same side of a village street, repeat of brick shall be limited to one in every three lots (ie. a minimum two (2) lot separation.

Additionally, the restriction for brick repeats on all lots shall be such that the same brick/brick color may not be built directly across from OR behind but, rather

staggered by a minimum of two (2) lots. This restriction applies to both the front and side conditions of each lot.

Elevations featuring painted brick and stucco will adhere to the same repeat standards as stated above.

A minimum of a two lot separation on brick, a brick base color, brick shade and brick appearance from the front of the home. Brick repeats will be evaluated based on COLOR of brick, not simply manufacturer, name and shade. Any remote suggestion of similarity can be cause for denial of the submittal.

Repeats require at least a two lot separation. Specifically there must be at least two houses between similar bricks/brick shades/painted brick, etc

206 **PLATE HEIGHT**

Each Type C and Type D home shall have a minimum principal plate height of 10' on the first floor.

300 **LANDSCAPE REQUIREMENTS**

All landscaping will be in accordance with the requirements of PD 66/The Villages of Star Trail, these New Construction Guidelines and the general development standards as required by the Town of Prosper. Nothing herein shall be construed to be less than nor to reduce the requirements of the Town of Prosper.

PRESERVATION OF EXISTING TREES

Preservation and enhancement of any lot area retaining native vegetation is strongly encouraged. No trees measuring six inches (6") or more in diameter at a point four feet (4') above grade may be removed without written approval of the Declarant (such approval not to be unreasonably withheld.)

301 **IRRIGATION**

Irrigation will be required on all lots in Star Trail. The irrigation system shall be automatically controlled by a time clock and incorporate rain and freeze sensors to prevent water waste and ice formation.

302 **LANDSCAPE LIGHTING**

While not a requirement for any home built in StarTrail, if used, landscape lighting is to be low key and should be used to accent entrances and special features only. Overall high levels of light are not desired. Intensity should be no greater than that required for pedestrian safety, other than on landscape accent. The scale of this lighting should be at a residential level.

303 **REQUIRED LANDSCAPE MATERIAL**

LAWNS, FRONT, REAR AND SIDE

Yards (including front, side and rear) shall be completely sodded.

REQUIRED TREE PLANTINGS

All Phase 5, Type C and D lots within Star Trail must have a minimum of two (2) large trees in the front yard (species of tree from the following list.) Each large tree must be a minimum 4 caliper inches as measured at 12 inches above grade.

All Phase 5 lots, Type C and D must have a minimum 2 large trees in the rear yard.

All Phase 5 lots, Type C and D located on a street corner adjacent to a street must have additional large trees planted along the side yard @ 30' OC.

To satisfy the requirements of these guidelines, all large trees must be selected from the following list and be a minimum 4 caliper inches as measured at 12 inches above grade.

REQUIRED SHRUB PLANTINGS

In summary, all Star Trail lots must have shrubs planted to effect a foundation screen across the front and any side elevations of the home visible from a street or common area.

Town of Prosper Development Requirements specify a **minimum** of the following for each zoning classification:

Type C Lots, typical 10,260 square feet - Minimum 20, 3 gallon shrubs across the front elevation of the home.
Type D Lots, typical 11,610 square feet - Minimum 20, 3 gallon shrubs across the front elevation of the home.

In addition, shrubs and hedges shall be planted along any side elevation not screened from view of neighboring homes and streets by a privacy fence.

Corner lots adjacent to a street, including lots with a side elevation facing the front elevation of a home, will require large trees be planted along the side elevation at 30' OC. Shrubs will be required along the foundation to affect a screen.

Shrubs and hedges shall be minimum three (3)-gallon plants and shall be spaced or clustered in an appropriate manner to conceal or direct attention from any exposed foundation.

The following criteria should be considered when selecting plants for use within Star Trail:

2. Native species and evergreens;
3. Relatively resistant to insects and diseases;
4. Cold hardy material

5. Adaptability to existing soil conditions; and
6. Long life expectancy.

304 **PLANT LIST**

Particular attention should be paid to the individual soil conditions and soil preparation to provide adequate drainage for all planted vegetation.

Large Canopy Trees

1. Pecan
2. Southern Magnolia
3. Shumard Oak
4. Cedar Elm
5. Texas Ash
6. Bur Oak
7. Live Oak
8. Fruitless Sweetgum
9. Southern Live Oak
10. Sycamore
11. Red Oak
12. Chinese Pistache
13. Bald Cypress
14. Lacebark Elm
15. Eastern Red Cedar

Ornamental Trees

1. Aristocrat Pear
2. Crepe Myrtle
3. Mexican Plum
4. Yaupon Holly
5. Redbud
6. Roughleafed Dogwood
7. Texas Persimmon
8. Tree-Form Holly, e.g. Nellie R. Stevens Holly, Foster Holly
9. Desert Willow
10. Hawthorne
11. Ornamental Pear
12. Possumhaw Holly
13. Vitex
14. Taylor Juniper
15. Arizona Cypress

SHRUBS

1. Dwarf Glossy Abelia/Glossy Abelia
2. Juniper
3. Barberry
4. Texas Sage (Cenizia)
5. Dwarf Yaupon Holly
6. Dwarf Burford Holly/Burford Holly
7. Indian Hawthorne(?)
8. Cleyera
9. Nellie R. Stevens Holly
10. Sweet Viburnum
11. Willowleaf Holly
12. Dwarf Chinese Holly
13. Purpleleaf Japanese Barberry
14. Nandina
15. Encore Azalea(?)

STRUCTURES

400 **ROOF AND ROOFING MATERIAL**

On all residential lots in Star Trail, 65% of any composition roof shall maintain a minimum roof pitch of 8:12. If the surface area of any residential lot in StarTrail is built with clay tile, cement tile, slate or slate products, or metal roofing material, a minimum of 75% shall maintain a minimum roof pitch of 3:12. (Town of Prosper Development Requirements Chapter 4, Section 9.8 A.)

Roof structures shall be out of conventional frames or wood trusses. Maximum height of any structure in Star Trail is 40 feet. Town of Prosper requires a residential sprinkler system be installed in any structure over 35 feet in height.

Finish materials for pitched roofs must be consistent throughout the individual villages at Star Trail. Acceptable materials are flat cement tiles, barrel type cement tiles, barrel clay tile or architectural type dimensional fiberglass singles with a 30-year warranty.

Gutters and downspouts may be exposed only if painted properly to match the color or the fascia, wall or column

All exposed roof vents, valleys, flashing and pipes extending through the roof shall be painted the same color as the roof.

401 EXTERIOR WALLS

The following requirements apply to all exterior walls and all kinds of facade applications for all structures. All elements of all elevations shall complete a total and continuous design.

All materials must be in compliance with the local Building Code and any other local regulations of the Town of Prosper.

Exterior wall finishes shall be consistent in color schemes, texture, composition and character throughout the individual villages at Star Trail. All exterior finishes will be subject to review and approval by the NCC. Walls with any type of exposed modular units will not be permitted.

100% masonry (brick, stone or stucco) on all front elevations. No siding of any kind will be allowed.

Housing elevations visible from any adjoining street, community entry, open space, common area, park, greenbelt shall be 100% brick, stone or stucco (**no siding of any kind will be allowed**).

Acceptable finishes are the following:

A. Brick: except gray brick, which is not permitted. Brick may be painted with the approval of the NCC as to color.
B. Stone
C. Cementatious lap siding (no more than 20% max on Type C and Type D lots) 100% masonry on all front elevations. NOTE: Cement fiber products may not be used in meeting the 70%-80% masonry requirement

except in recessed and/or cantilevered features. Examples are porches, dormers, etc.

D. Stucco (smooth, skip trowel or shot blast, as examples); and

E. Other finishes permitted by the Town of Prosper subject to ARC approval.

Please refer to the Attached Exhibit for specific masonry requirements by lot and elevation.

402 BALCONY PLACEMENT

No rear facing balconies will be allowed on any lots in Star Trail except those lots that back/side to a park, greenbelt or street.

403 WINDOWS

All window framing will be bronzed, cream, sand or white anodized aluminum, vinyl or wood.

Window shutters, as an architectural design element, may be approved on a plan by plan basis.

No reflective window coverings or treatments shall be permitted at Star Trail. The ARC, at its discretion, may control or prohibit window coverings and treatments not reasonably compatible with aesthetic standards of the area.

404 EXTERIOR WALL COLORS

When finish materials for the exterior of the structures require painting, the color selection shall be based on compatible colors throughout the individual villages at Star Trail.

Homebuilders will offer color schemes and paint colors previously approved by the NCC.

In no circumstance shall two (2) houses of identical brick and paint color packages be permitted on adjacent lots fronting the same road. See Section 205 for additional considerations on brick/color repeats.

405 GARAGES AND DRIVEWAY MATERIALS

All StarCreek homes shall have a minimum of one (1) two (2) car garage but no more than two (2) two (2) car garages. Each garage must meet a 400 square feet minimum.

No carports shall be permitted.

No garage door directly facing a street shall be less than 25 feet from the property line.

Garage doors directly facing a street shall not occupy more than fifty percent (50%) of the width of the front façade of the house.

Homes may feature up to a three (3) car garage provided all three bays not face the street but are split in a two/one configuration.

Garage door stain will be selected from builder's approved color selection.

No standard, traditional steel garage doors, painted or stained, will be allowed on any lot in Star Trail.

Doors must be constructed of a material that gives the appearance of a real wood door when viewed from any community street. Materials may consist of paint or stain grade wood (Cedar, Ash, Hemlock, etc.) or other material, including fiberglass or steel, that when stained or painted gives the appearance of a real wood door.

Doors may be single or double wide doors.

Additionally, two of the following upgrades must be incorporated:

If single doors, doors must be separated by a masonry column.

Garage doors may be "carriage style door" designs giving the appearance of a classic swing-open design with the flexibility of an overhead door operation.

Doors may incorporate decorative hardware.

Doors may incorporate windows.

DRIVEWAYS

All Star Trail Phase 9 residential lots in zoning classification Type D will feature **driveways** constructed of 60mm Belgard Brick pavers installed in a herringbone pattern. Color of paver is Fossil Beige.

All Type C Driveways in Star Trail Phase 8 will be a salt finish natural concrete with stain colors to be approved by NCC prior to construction.

403 DOORS

Screen doors shall be compatible with the design and color of the home.

Entrance doors shall be compatible with the house design. Material shall be solid wood, fiberglass or metal insulated type.

404 AWNINGS

Awnings are prohibited in Star Trail.

405 DETACHED STRUCTURES

Any free standing structure contemplated for a property, such as, but not limited to, a pavilion, a gazebo, platform, doghouse or dog run, playhouse, cabana, etc. must be submitted for approval with the required drawings and information. Approval will be granted only upon the merit of the structure, its location within the standard building setbacks for the particular zoning, its compatibility with the main house and its desirability for the neighborhood.

No free standing garage, garage apartment, storage or guest house will be allowed in Star Trail.

406 FENCING

Fencing is required in Star Trail per the attached exhibit. Certain sections/types of fencing will be installed by the developer, as noted. The remaining fencing is the requirement of the builder.

Fencing guidelines are as follows:

Land Adjacent to Public Park/Public Hike and Bike Trail

Require a decorative wrought iron fence, minimum 4 foot in height, abutting said public area. (PD-66 as Amended May, 2017)

Fencing on all other residential lots will be constructed of masonry, iron or cedar per the developer requirements as shown on the attached fencing exhibit.

Masonry will only be allowed on lots adjacent to or abutting HOA-owned common area lots.

If cedar fencing is required, the fence will be built with a top rail and shall be supported with galvanized steel posts, 8 foot OC. all cedar fencing will be typical board-to-board per the attached exhibit.

All residential lots located on a corner adjacent to a street shall require either decorative metal or board-on-board fencing along the sideyard adjoining the street with masonry columns, placed at 21 feet OC. A detail of the required masonry column is attached. All other fencing on a corner lot (ie. rear and lot-to-lot side) may be board–to-board provided said fencing is not abutting public park or hike/bike trail/public areas which require decorative iron.

In deciding how to "face" the cedar fencing, unless otherwise stipulated by Town of Prosper guidelines or PD 66, the first homebuilder building will set the standard for fence facings (ie. posts in or out.) Adjacent homes will adhere to this standard unless an agreement is reached on double facing any fence section.

ALL WOOD FENCING WILL BE A CONSISTENT COLOR THROUGHOUT STAR TRAIL.

IF THE FENCE PANELS ARE PRE-STAINED, IE. ACE FENCING:

The stain is: Seal Rite- Medium Brown, an oil base, semi-transparent stain that offers a natural look.

IF THE FENCE PANELS ARE NOT STAINED PRIOR TO INSTALLATION:

The stain may be purchased directly from Ace OR be color matched at Sherwin Williams, Home Depot, Lowes while making sure it is oil based.
If purchasing the stain, use "Ready Seal, Medium Brown, Color number OS-015B."

FENCING RETURNS:

All lots requiring board-on-board sideyard fencing will also require a board-on-board return to the house.

All lots requiring standard wood fences with standard wooden sideyard conditions will have standard wooden returns to the house.

All lots requiring wrought iron fencing require a wrought iron return to the house.

Fencing specifications by lot as outlined on the attached color exhibit carry the following specifications:.

The fencing setbacks for the four StarTrail lot classifications are as follows:

*Type C/76' lot zoning - no fencing shall extend beyond a point fifteen feet (15') behind the front wall plane of the structure into the front yard.

*Type D/86' lot zoning - no fencing shall extend beyond a point fifteen feet(15') behind the front wall plane of the structure into the front yard.

407 AIR CONDITIONERS

No window or wall air conditioning units will be permitted on any building in StarTrail.

Outside condensing units (compressors) which are not located within a privacy fenced area shall be entirely screened by shrubbery, a solid privacy enclosure or through building orientation. Appropriate access and service space will be provided; however, such access shall never be visible from the street(s). This screening requirement shall also apply to pool equipment located outside a privacy fenced area.

408 FIREPLACES AND CHIMNEYS

Unless an alternate material is approved by the Town Council of Prosper, the exterior cladding of any chimney must be 100% masonry constructed of either brick, natural stone or stucco. Town of Prosper October, 2015

409 SWIMMING POOLS, ALL OUTDOOR STRUCTURES

Any construction that affects the exterior of a Star Trail home including construction of a pool, gazebo, trellis, etc. under the supervision of the homebuilder shall be subject to the review and approval of the NCC. Pool equipment shall be screened by shrubbery if located outside a privacy fenced area.

410 MAILBOXES

The Town of Prosper, under direction from the USPS, will require Cluster Mailboxes in Star Trail. An 8-16 box cluster design will be used in StarTrail Phases 8 & 9, to be installed by BSAL. Specific location(s) to be published prior to Substantial Completion.

Villages of Star Trail
New Construction Review Application

Once builder has submitted and received comments/approval of a Master Plan submittal(s), with materials and colors to be offered in StarTrail, subsequent submittals for construction will not require a second full set of plans. Builders may subsequently submit one (1) copy of this completed form and one (1) scaled site plan (1"=20') indicating adherence to all setbacks, location of HVAC equipment and fencing material/placement for each new release. Any revisions to an existing approved floorplan and/or elevation per the Master Plan submittal set will require a full set of plans be submitted for review/ approval.

This applicant acknowledges and agrees the New Construction Committee (NCC) and the Villages of StarTrail HomeOwners Association, Inc. (HOA) assume no liability resulting from the approval or disapproval of any plan(s) submitted by the applicant. The NCC and the HOA have no liability and make no representations regarding the adequacy or quality of any submitted plans or whether such plans comply with any or all local, state or national governmental requirements.

Builder/Applicant: _____ Date: _____

Contact: _____ Telephone: _____

Zoning Classification: ____ Phase: __ Lot/Block: ____ Street Address: _____

Plan Name/Number: _____ Elevation: _____

Total A/C Sq. Footage: _____ 1st Floor A/C: _____ 2nd Floor A/C: _____

Released as (Check one) Model: _____ Spec: _____ Build-to-suit: _____

MATERIAL SCHEDULE AND COLOR SELECTIONS

SIDING:

Wood: ____ Manufacturer & Stain/Paint Color: _____

Cementatious: _____ Manufacturer/Color: _____

All materials and colors must be submitted and approved prior to construction in StarTrail. All minimum masonry requirements must be met per elevation. Cementatious siding may not be included in meeting the required masonry percentage per elevation. In calculating the maximum siding per elevation, all windows surrounded by siding will count the window square footage as siding.

MASONRY:

Stone: _____ Color: _____

Stucco: _____ Color: _____

Brick: _____ Manufacturer/Color: _____

NCC Submittal Application
Page Two

ROOFING:

Composition: ____ Manufacturer/Color: _____

Tile: _____ Manufacturer/Color: _____

GARAGE DOOR PAINT/STAIN: Manufacturer/Color: _____

General Comments: _____

_____

MATERIAL AND COLOR APPROVALS:

SIDING %-AGE FRONT: _____ **REAR:**_____ **LEFT ELEVATION:** _____ **RIGHT ELEVATION:**_____

MASONRY %-AGE FRONT: _____ **REAR:** _____ **LEFT ELEVATION:** _____ **RIGHT ELEVATION:** _____

COLORS:

SIDING: **WOOD PAINT:** _____ **WOOD STAIN** _____

CEMENTATIOUS: _____

GARAGE DOOR STAIN: _____

MASONRY: **STONE:** _____ **BRICK:** _____ **STUCCO:** _____

ROOFING: _____

COMMENTS: _____

_____

_____

_____

REVIEWED ON: _____ **BY:** _____

Collin County
Honorable Stacey Kemp
Collin County Clerk

Instrument Number: 2023000051087

eRecording - Real Property

HOMEOWNERS ASSOC DOCS

Recorded On: May 10, 2023 11:59 AM

Number of Pages: 32

" Examined and Charged as Follows: "

Total Recording: $146.00

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	2023000051087
Receipt Number:	20230510000089
Recorded Date/Time:	May 10, 2023 11:59 AM
User:	Angela M
Station:	Workstation cck061

Record and Return To:

Simplifile

STATE OF TEXAS
COUNTY OF COLLIN

I hereby certify that this Instrument was FILED **In the File Number sequence on the date/time printed hereon, and was duly** RECORDED **in the Official Public Records of Collin County, Texas.**

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX

Stacey Kemp

The Villages of Star Trail Design Guidelines

MARCH 27, 2023 PHASE TEN & ELEVEN

1 TITLE AND SCOPE

100 TITLE

This compilation of guidelines shall be known as the Villages of Star Trail Design Guidelines, hereinafter referred to as "Guidelines" for Star Trail.

101 PURPOSE

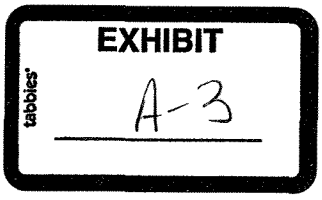
The purpose of these Guidelines is to provide certain minimum standards, provisions and requirements for appropriate and acceptable design and minimum required criteria for homebuilders and homeowners implementing new construction within Star Trail.

The suggestions, recommendations and requirements expressed in these guidelines hinge upon final approval of plans by and at the discretion of Blue Star Allen Land, LP, a Texas limited partnership, as the Declarant through the New Construction Committee (NCC.)

These guidelines are compatible and in continuity with the requirements of the Town of Prosper and the Declaration of Covenants, Conditions and Restrictions (the "Declaration") of the Villages of Star Trail.

102 SCOPE

These guidelines are for the purpose of outlining the minimum requirements for residences in Star Trail as well as to assist homebuilders and homeowners in the design of their residences. The evaluation of each submittal to the NCC relates to matters of judgment and taste, which cannot be reduced to a simple list of measurable criteria. It is possible a submission may meet all guidelines and criteria listed below and still not receive approval, if in the judgment of the NCC its overall aesthetic impact is not acceptable. The approval of an application for one proposed improvement shall not be construed as creating any obligation on the part of the NCC to approve applications involving similar designs for proposed improvements pertaining to different lots. The role of the NCC is to ensure that the overall quality level of Star Trail is maintained at the highest level possible while still allowing for each owner's individual taste in design, colors and materials.



200 PROCESS FOR CONSTRUCTION

SUBMITTAL OF MASTER PLAN SET

Prior to offering any plan for sale in Star Trail, all builders must submit a master set for review by the Villages of StarTrail NCC and Blue Star Allen Land, LP/McCauley Architectural Review.

In cases of repetitive plans being offered for sale in the project, a one-time blanket approval for Builders, who own multiple lots, may be obtained for use at Star Trail.

In cases of individual modifications as might be requested by a prospective homeowner, an individual plan submittal for a specific lot/block will be required in each instance.

Each plan submitted for review under a Master Plan submittal shall include comprehensive construction plans and specifications which shall include, but not be limited to, the following items:

1. Architectural construction plans:

    a. Floor plans at ⅛"scale;
    b. Front elevations with finish notations at ⅛"=1 ft. scale; remaining elevations with finish notations at ⅛" = 1 ft. scale. All elevations should show dimensions with:

        i. %-age of Masonry and all exterior materials and textures;
        ii. Type, size and material of all openings;
        iii. Roof pitch and type of roofing material, and
        iv. Doors and windows.

2. Square footage (first and second floors):

    a. Air-conditioned space (living area).
    b. Other.

The NCC will release the plans submitted by the homebuilder for building permit after full plan review and approval by McCauley Architectural Review.

No plan review will begin until the Master Plan submittal form(s), and complete plan sets are received.

NOTE: Approval of homebuilder plans and specifications by Blue Star Allen Land, LP does not release the homebuilder from fully complying with all applicable codes and requirements of the Town of Prosper. The review process of Blue Star Allen Land, LP/McCauley Architectural Review is strictly for compliance with the design parameters as dictated in this document.

Allow four (4) weeks for processing architectural review of the Master Plan Set.

Should revisions to an individual plan/elevation be required, a re-submittal of the requested revised plans will be sent to the architect for approval and release prior to the submittal of any site plan for a specific lot/block.

201 MATERIAL SELECTIONS AND COLOR BOARD SUBMITTALS

Each builder shall prepare and submit a complete array of materials and colors to be offered to prospective homebuyers in Star Trail. This selections submittal shall contain the following:

- All brick colors and manufacturer
- Roofing material and color
- Siding material and color
- Trim color
- Garage door color/stain
- Shutter color, etc.

202 SITE PLAN SUBMITTALS

The homebuilder may start construction proceedings upon written receipt of an approved Master Plan submittal and an approved Site Plan submittal, specific to the requested lot/block. Such approvals to be granted contingent upon the receipt of all required permits from the Town of Prosper or other authorities having jurisdiction over the project.

For site plan approval, the homebuilder will submit the attached Site Plan Submittal form accompanied by a 1"=20' plan showing all dimensions, the location of the house on the Lot with all property lines, easements, setback and restriction lines, drives, walks, fences, walls and patios. After NCC plan approval has been issued, no adjustments to the location and siting of the dwelling on the lot are allowed without resubmitting a new site plan for approval by the NCC.

203 MINIMUM SQUARE FOOTAGE BY ZONING CLASSIFICATION

Type A Lots - Each **single story** dwelling constructed on a Type A lot shall contain a minimum of **1800 square feet** of floor space, maximum of **3600 square**

feet; **two story** dwellings shall contain a minimum of **2000 square feet** of floor space, **maximum of 3900 square feet.**

Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main building.

Type B Lots - Each **single story** dwelling constructed on a Type B lot shall contain a minimum of **2300 square feet** of floor space, maximum of **4200 square feet; two story** dwellings shall contain a minimum of **2650 square feet** of floor space, maximum of **4400 square feet.**

Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main building.

Type C Lots - Each **single story** dwelling constructed on a Type C lot shall contain a minimum of **2500 square feet** of floor space, maximum of **4600 square feet;** two story dwellings shall contain a minimum of **3000 square feet** of floor space, maximum of **4800 square feet.**

Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main building.

Type D Lots - Each single story dwelling constructed on a Type D lot shall contain a minimum of **3000 square feet** of floor space; two story dwellings shall contain minimum of **3500 square feet** of floor space. There are no limitations on maximum square footage on Type D lots.

Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main building.

204 FLOORPLAN AND ELEVATION REPETITION

A minimum of four (4) distinctly different home elevations shall be built on the same side of every street in Star Trail. (Town of Prosper Residential Standards, October 7, 2015.)

On all Star Trail lots on the same side of a village street, repeat of floor plans shall be limited to one in every three lots (ie. a minimum two (2) lot separation.)

On all Star Trail lots on the same side of a village street, repeat of elevation shall be limited to one in every four lots (ie. a minimum three (3) lot separation.)

Additionally, the condition for repeats on all lots shall be such that the same floor plan or elevation may not be built directly across a street OR directly behind but, rather staggered by two (2) lots with the plan repeat as described above. This restriction applies to both the front and side conditions of each lot.

The NCC will have final approval of floor plan, elevation and brick colors, pursuant to policy and procedures established by the NCC and any deviation to the above Plan and Brick Repeat Policy will be subject to NCC review for consideration of a possible variance.

******The NCC will maintain and provide a record of all plan, elevation and material selections by lot. The responsibility for the accuracy of all new plan submittals is the responsibility of the individual homebuilders.***

205 BRICK REPEAT RESTRICTIONS

On all Star Trail lots on the same side of a village street, repeat of brick shall be limited to one in every three lots (ie. a minimum two (2) lot separation.

Additionally, the restriction for brick repeats on all lots shall be such that the same brick/brick color may not be built directly across from OR behind but, rather staggered by a minimum of two (2) lots. This restriction applies to both the front and side conditions of each lot.

Elevations featuring painted brick and stucco will adhere to the same repeat standards as stated above.

206 PLATE HEIGHT

Each Type A and Type B home shall have a minimum principal plate height of 9' on the first floor.

Each Type C and Type D home shall have a minimum principal plate height of 10' on the first floor.

300 LANDSCAPE REQUIREMENTS

All landscaping will be in accordance with the requirements of PD 66/The Villages of Star Trail, these New Construction Guidelines and the general development standards as required by the Town of Prosper. Nothing herein shall be construed to be less than nor to reduce the requirements of the Town of Prosper.

PRESERVATION OF EXISTING TREES

Preservation and enhancement of any lot area retaining native vegetation is strongly encouraged. No trees measuring six inches (6") or more in diameter at a point four feet (4') above grade may be removed without written approval of the Declarant (such approval not to be unreasonably withheld.)

301 IRRIGATION

Irrigation will be required on all lots in Star Trail. The irrigation system shall be automatically controlled by a time clock and incorporate rain and freeze sensors to prevent water waste and ice formation.

302 LANDSCAPE LIGHTING

While not a requirement for any home built in Star Trail, if used, landscape lighting is to be low key and should be used to accent entrances and special features only. Overall high levels of light are not desired. Intensity should be no greater than that required for pedestrian safety, other than on landscape accent. The scale of this lighting should be at a residential level.

303 REQUIRED LANDSCAPE MATERIAL

LAWNS, FRONT, REAR AND SIDE

Yards (including front, side and rear) shall be completely sodded.

REQUIRED TREE PLANTINGS

All Phase 10, Type B, lots within Star Trail must have a minimum of two (2) large trees in the front yard (species of tree from the following list.) Each large tree must be a minimum 4 caliper inches as measured at 12 inches above grade.

All Phase 11 Type A lots within Star Trail must have a minimum of one (1) large tree in the front yard. Each large tree must be a minimum of 4 caliper inches as measured at 12 inches above grade.

All Phase 10 & 11 lots, Type A and B must have a minimum l large tree in the rear yard.

All Phase 10 & 11 lots, Type A, B, C and D located on a street corner adjacent to a street must have additional large trees planted along the side yard @ 30' OC.

To satisfy the requirements of these guidelines, all large trees must be selected from the following list and be a minimum 4 caliper inches as measured at 12 inches above grade.

REQUIRED SHRUB PLANTINGS

In summary, all Star Trail lots must have shrubs planted to effect a foundation screen across the front and any side elevations of the home visible from a street or common area.

Town of Prosper Development Requirements specify a **minimum** of the following for each zoning classification:

Type A Lots, typical 6,875 sq. feet - Minimum 12, 3 gallon shrubs across the front elevation of the home.

Type B Lots, typical 8,125 sq. feet - Minimum 15, 3 gallon shrubs across the front elevation of the home.
Type C Lots, typical 10,260 square feet - Minimum 20, 3 gallon shrubs across the front elevation of the home.
Type D Lots, typical 11,610 square feet - Minimum 20, 3 gallon shrubs across the front elevation of the home.

In addition, shrubs and hedges shall be planted along any side elevation not screened from view of neighboring homes and streets by a privacy fence.

Corner lots adjacent to a street, including lots with a side elevation facing the front elevation of a home, will require large trees be planted along the side elevation at 30' OC. Shrubs will be required along the foundation to affect a screen.

Shrubs and hedges shall be minimum three (3)-gallon plants and shall be spaced or clustered in an appropriate manner to conceal or direct attention from any exposed foundation.

The following criteria should be considered when selecting plants for use within Star Trail:

2. Native species and evergreens;
3. Relatively resistant to insects and diseases;
4. Cold hardy material
5. Adaptability to existing soil conditions; and
6. Long life expectancy.

304 **PLANT LIST**

Particular attention should be paid to the individual soil conditions and soil preparation to provide adequate drainage for all planted vegetation.

Large Canopy Trees

1. Pecan
2. Southern Magnolia
3. Shumard Oak
4. Cedar Elm
5. Texas Ash
6. Bur Oak
7. Live Oak
8. Fruitless Sweetgum
9. Southern Live Oak
10. Sycamore

Ornamental Trees

1. Aristocrat Pear
2. Crepe Myrtle
3. Mexican Plum
4. Yaupon Holly
5. Redbud
6. Roughleafed Dogwood
7. Texas Persimmon
8. Tree-Form Holly, e.g. Nellie R. Stevens Holly, Foster Holly
9. Desert Willow
10. Hawthorne
11. Ornamental Pear
12. Possumhaw Holly
13. Vitex

SHRUBS

1. Dwarf Glossy Abelia/Glossy Abelia
2. Juniper
3. Barberry
4. Texas Sage (Cenizia)
5. Dwarf Yaupon Holly
6. Dwarf Burford Holly/Burford Holly
7. Indian Hawthorne(?)
8. Cleyera
9. Nellie R. Stevens Holly
10. Sweet Viburnum
11. Willowleaf Holly
12. Dwarf Chinese Holly
13. Purpleleaf Japanese Barberry
14. Nandina
15. Encore Azalea(?)

STRUCTURES

400 ROOF AND ROOFING MATERIAL

On all residential lots in Star Trail, 65% of any composition roof shall maintain a minimum roof pitch of 8:12. If the surface area of any residential lot in Star Trail is built with clay tile, cement tile, slate or slate products, or metal roofing material, a minimum of 75% shall maintain a minimum roof pitch of 3:12. (Town of Prosper Development Requirements Chapter 4, Section 9.8 A.)

Roof structures shall be out of conventional frames or wood trusses. Maximum height of any structure in Star Trail is 40 feet. Town of Prosper requires a residential sprinkler system be installed in any structure over 35 feet in height.

Finish materials for pitched roofs must be consistent throughout the individual villages at Star Trail. Acceptable materials are flat cement tiles, barrel type cement tiles, barrel clay tile or architectural type dimensional fiberglass singles with a 30-year warranty.

Gutters and downspouts may be exposed only if painted properly to match the color or the fascia, wall or column

All exposed roof vents, valleys, flashing and pipes extending through the roof shall be painted the same color as the roof.

401 EXTERIOR WALLS

The following requirements apply to all exterior walls and all kinds of facade applications for all structures. All elements of all elevations shall complete a total and continuous design.

All materials must be in compliance with the local Building Code and any other local regulations of the Town of Prosper.

Exterior wall finishes shall be consistent in color schemes, texture, composition and character throughout the individual villages at Star Trail. All exterior finishes will be subject to review and approval by the NCC. Walls with any type of exposed modular units will not be permitted.

100% masonry (brick, stone or stucco) on all front elevations. No siding of any kind will be allowed.

Housing elevations visible from any adjoining street, community entry, open space, common area, park, greenbelt shall be 100% brick, stone or stucco (**no siding of any kind will be allowed**).

Acceptable finishes are the following:

A. Brick: gray brick, is not permitted. Brick may be painted with the approval of the NCC as to color.
B. Stone
C. Cementatious lap siding (no more than 30% on any individual elevation in Type A and Type B lots; 20% max on Type C and Type D lots) 100% masonry on all front elevations. NOTE: Cement fiber products may not be used in meeting the 70%-80% masonry requirement except in recessed and/or cantilevered features. Examples are porches, dormers, etc.
D. Stucco (smooth, skip trowel or shot blast, as examples); and
E. Other finishes permitted by the Town of Prosper subject to ARC approval.

Please refer to the Attached Exhibit for specific masonry requirements by lot and elevation.

402 BALCONY PLACEMENT

No rear facing balconies will be allowed on any lots in Star Trail except those lots that back/side to a park, greenbelt or street.

403 WINDOWS

All window framing will be black, bronzed, cream, sand or white anodized aluminum, vinyl or wood.

Window shutters, as an architectural design element, may be approved on a plan by plan basis.

No reflective window coverings or treatments shall be permitted at Star Trail. The ARC, at its discretion, may control or prohibit window coverings and treatments not reasonably compatible with aesthetic standards of the area.

404 EXTERIOR WALL COLORS

When finish materials for the exterior of the structures require painting, the color selection shall be based on compatible colors throughout the individual villages at Star Trail.

Homebuilders will offer color schemes and paint colors previously approved by the NCC.

In no circumstance shall two (2) houses of identical brick and paint color packages be permitted on adjacent lots fronting the same road. See Section 205 for additional considerations on brick/color repeats.

405 GARAGES AND DRIVEWAY MATERIALS

All Star Trail homes shall have a minimum of one (1) two (2) car garage but no more than two (2) two (2) car garages. Each garage must meet a 400 square feet minimum.

No carports shall be permitted.

No garage door directly facing a street shall be less than 25 feet from the property line.

Garage doors directly facing a street shall not occupy more than fifty percent (50%) of the width of the front façade of the house.

Homes may feature up to a three (3) car garage provided all three bays not face the street but are split in a two/one configuration.

Garage door stain will be selected from builder's approved color selection.

No standard, traditional steel garage doors, painted or stained, will be allowed on any lot in Star Trail.

Doors must be constructed of a material that gives the appearance of a real wood door when viewed from any community street. Materials may consist of paint or stain grade wood (Cedar, Ash, Hemlock, etc.) or other material, including fiberglass or steel, that when stained or painted gives the appearance of a real wood door.

Doors may be single or double wide doors.

Additionally, two of the following upgrades must be incorporated:

If single doors, doors must be separated by a masonry column.

Garage doors may be "carriage style door" designs giving the appearance of a classic swing-open design with the flexibility of an overhead door operation.

Doors may incorporate decorative hardware.

Doors may incorporate windows.

DRIVEWAYS

All Star Trail Phase 10 & 11 residential lots in zoning classification Types A and B will feature **driveways** with a salt finish.

403 **DOORS**

Screen doors shall be compatible with the design and color of the home.

Entrance doors shall be compatible with the house design. Material shall be solid wood, fiberglass or metal insulated type.

404 **AWNINGS**

Awnings are prohibited in Star Trail.

405 **DETACHED STRUCTURES**

Any free standing structure contemplated for a property, such as, but not limited to, a pavilion, a gazebo, platform, doghouse or dog run, playhouse, cabana, etc. must be submitted for approval with the required drawings and information. Approval will be granted only upon the merit of the structure, its location within the standard building setbacks for the particular zoning, its compatibility with the main house and its desirability for the neighborhood.

No free standing garage, garage apartment, storage or guest house will be allowed in Star Trail.

406 **FENCING**

Fencing is required in Star Trail per the attached exhibit. Certain sections/types of fencing will be installed by the developer, as noted. The remaining fencing is the requirement of the builder.

Fencing guidelines are as follows:

Land Adjacent to Public Park/Public Hike and Bike Trail

Require a decorative wrought iron fence, minimum 4 foot in height, abutting said public area. (PD-66 as Amended May, 2017)

Fencing on all other residential lots will be constructed of masonry, iron or cedar per the developer requirements as shown on the attached fencing exhibit.

Masonry will only be allowed on lots adjacent to or abutting HOA-owned common area lots.

If cedar fencing is required, the fence will be built with a top rail and shall be supported with galvanized steel posts, 8 foot OC. all cedar fencing will be typical board-on-board per the attached exhibit.

All residential lots located on a corner adjacent to a street shall require either decorative metal or board-on-board fencing along the sideyard adjoining the street with masonry columns, placed at 21 feet (maximum) OC. A detail of the required masonry column is attached. All other fencing on a corner lot (ie. rear and lot-to-lot side) may be board–on-board provided said fencing is not abutting public park or hike/bike trail/public areas which require decorative iron.

In deciding how to "face" the cedar fencing, unless otherwise stipulated by Town of Prosper guidelines or PD 66, the first homebuilder building will set the standard for fence facings (ie. posts in or out.) Adjacent homes will adhere to this standard unless an agreement is reached on double facing any fence section.

ALL WOOD FENCING WILL BE A CONSISTENT COLOR THROUGHOUT STAR TRAIL.

IF THE FENCE PANELS ARE PRE-STAINED, IE. ACE FENCING:

The stain is: Seal Rite- Medium Brown, an oil base, semi-transparent stain that offers a natural look.

IF THE FENCE PANELS ARE NOT STAINED PRIOR TO INSTALLATION:

The stain may be purchased directly from Ace OR be color matched at Sherwin Williams, Home Depot, Lowes while making sure it is oil based.
If purchasing the stain, use "Ready Seal, Medium Brown, Color number OS-015B."

FENCING RETURNS:

All lots requiring board-on-board sideyard fencing will also require a board-on-board return to the house.

All lots requiring wrought iron fencing require a wrought iron return to the house.

Fencing specifications by lot as outlined on the attached color exhibit carry the following specifications:.

The fencing setbacks for the four Star Trail lot classifications are as follows:

*Type A/55' lot zoning - no fencing shall extend beyond a point ten foot (10') behind the front wall plane of the structure into the front yard.

*Type B/65' lot zoning - no fencing shall extend beyond a point ten foot (10') behind the front wall plane of the structure into the front yard.

*Type C/76' lot zoning - no fencing shall extend beyond a point fifteen feet (15') behind the front wall plane of the structure into the front yard.

*Type D/86' lot zoning - no fencing shall extend beyond a point fifteen feet(15') behind the front wall plane of the structure into the front yard.

407 AIR CONDITIONERS

No window or wall air conditioning units will be permitted on any building in Star Trail.

Outside condensing units (compressors) which are not located within a privacy fenced area shall be entirely screened by shrubbery, a solid privacy enclosure or through building orientation. Appropriate access and service space will be provided; however, such access shall never be visible from the street(s). This screening requirement shall also apply to pool equipment located outside a privacy fenced area.

408 FIREPLACES AND CHIMNEYS

Unless an alternate material is approved by the Town Council of Prosper, the exterior cladding of any chimney must be 100% masonry constructed of either brick, natural stone or stucco. Town of Prosper October, 2015

409 SWIMMING POOLS, ALL OUTDOOR STRUCTURES

Any construction that affects the exterior of a Star Trail home including construction of a pool, gazebo, trellis, etc. under the supervision of the homebuilder shall be subject to the review and approval of the NCC. Pool equipment shall be screened by shrubbery if located outside a privacy fenced area.

410 MAILBOXES

The Town of Prosper, under direction from the USPS, will require Cluster Mailboxes in Star Trail. An 8, 12 or 16 box cluster design will be used in Star Trail, to be installed by BSAL. Specific location(s) to be published prior to Substantial Completion.

Villages of Star Trail
New Construction Review Application

Once builder has submitted and received comments/approval of a Master Plan submittal(s), with materials and colors to be offered in Star Trail, subsequent submittals for construction will not require a second full set of plans. Builders may subsequently submit one (1) copy of this completed form and one (1) scaled site plan (1"=20') indicating adherence to all setbacks, location of HVAC equipment and fencing material/placement for each new release. Any revisions to an existing approved floorplan and/or elevation per the Master Plan submittal set will require a full set of plans be submitted for review/ approval.

This applicant acknowledges and agrees the New Construction Committee (NCC) and the Villages of Star Trail HomeOwners Association, Inc. (HOA) assume no liability resulting from the approval or disapproval of any plan(s) submitted by the applicant. The NCC and the HOA have no liability and make no representations regarding the adequacy or quality of any submitted plans or whether such plans comply with any or all local, state or national governmental requirements.

Builder/Applicant: _____ Date: _____

Contact: _____ Telephone: _____

Zoning Classification: ____ Phase: __ Lot/Block: ____ Street Address: _____

Plan Name/Number: _____ Elevation: _____

Total A/C Sq. Footage: _____ 1st Floor A/C: _____ 2nd Floor A/C: _____

Released as (Check one) Model: _____ Spec: _____ Build-to-suit: _____

MATERIAL SCHEDULE AND COLOR SELECTIONS

SIDING:

Wood: ____ Manufacturer & Stain/Paint Color: _____

Cementatious: _____ Manufacturer/Color: _____

All materials and colors must be submitted and approved prior to construction in Star Trail. All minimum masonry requirements must be met per elevation. Cementatious siding may not be included in meeting the required masonry percentage per elevation. In calculating the maximum siding per elevation, all windows surrounded by siding will count the window square footage as siding.

MASONRY:

Stone: _____ Color: _____

Stucco: _____ Color: _____

Brick: _____ Manufacturer/Color: _____

NCC Submittal Application
Page Two

ROOFING:

Composition: ____ Manufacturer/Color: _____

Tile: _____ Manufacturer/Color: _____

GARAGE DOOR PAINT/STAIN: Manufacturer/Color: _____

General Comments: _____

_____

_____

MATERIAL AND COLOR APPROVALS:

SIDING %-AGE FRONT: _____ **REAR:**_____ **LEFT ELEVATION:** _____ **RIGHT ELEVATION:**_____

MASONRY %-AGE FRONT: _____ **REAR:** _____ **LEFT ELEVATION:** _____ **RIGHT ELEVATION:** _____

COLORS:

SIDING: **WOOD PAINT:** _____ **WOOD STAIN** _____

CEMENTATIOUS: _____

GARAGE DOOR STAIN: _____

MASONRY: **STONE:** _____ **BRICK:** _____ **STUCCO:** _____

ROOFING: _____

COMMENTS: _____

_____

_____

_____

REVIEWED ON: _____ **BY:** _____

SIDEYARD FENCING & LANDSCAPE DETAIL

SECTION/ELEVATION SCALE, N.T.S.

EXHIBIT "C"
STREETSCAPE PLAN

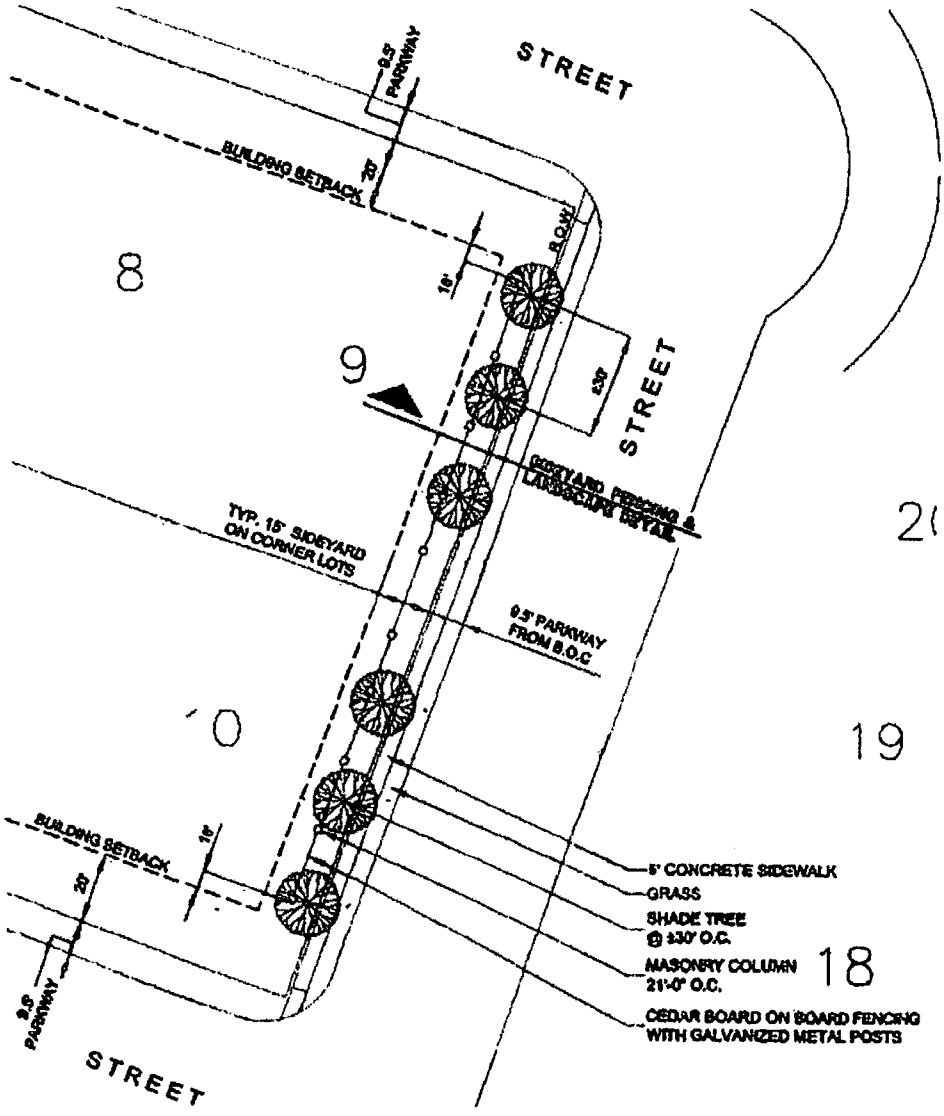
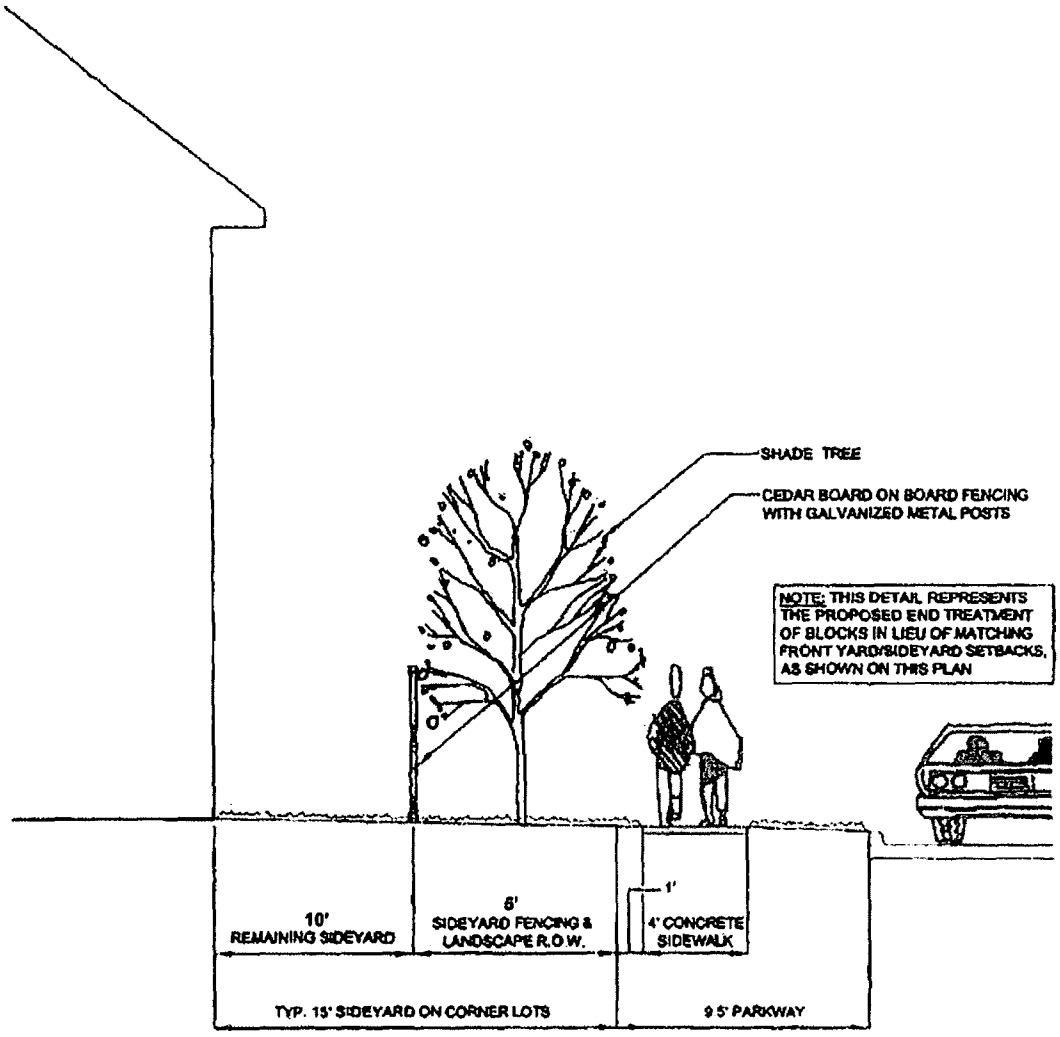


EXHIBIT "D"
STREETSCAPE PLAN



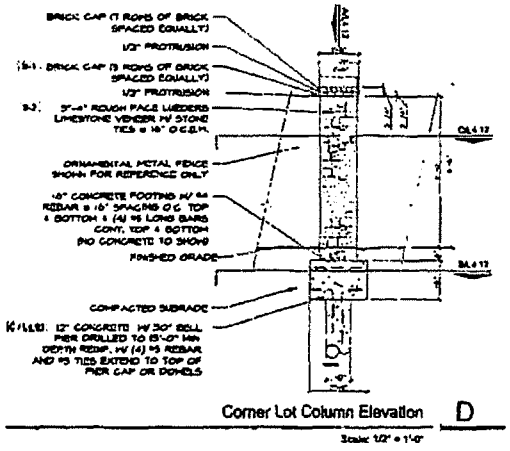
SIDEYARD FENCING & LANDSCAPE DETAIL

SECTION/ELEVATION **SCALE: N.T.S.**

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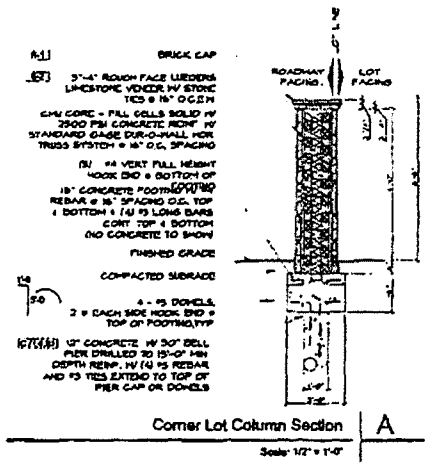
Brick for Columns is Acme Richland Meadows

Stone is Leuders Limestone



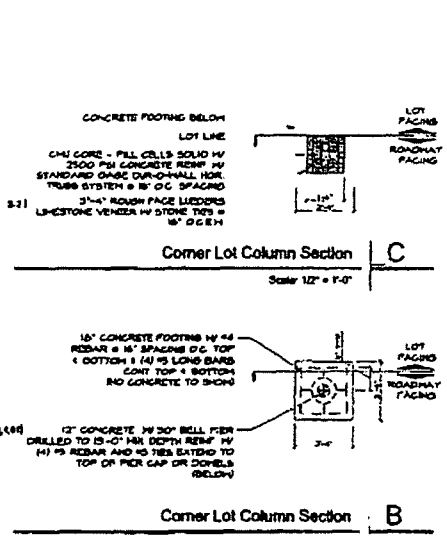
Corner Lot Column Elevation | D

Scale: 1/2" = 1'-0"



Corner Lot Column Section | A

Scale: 1/2" = 1'-0"



Corner Lot Column Section | B

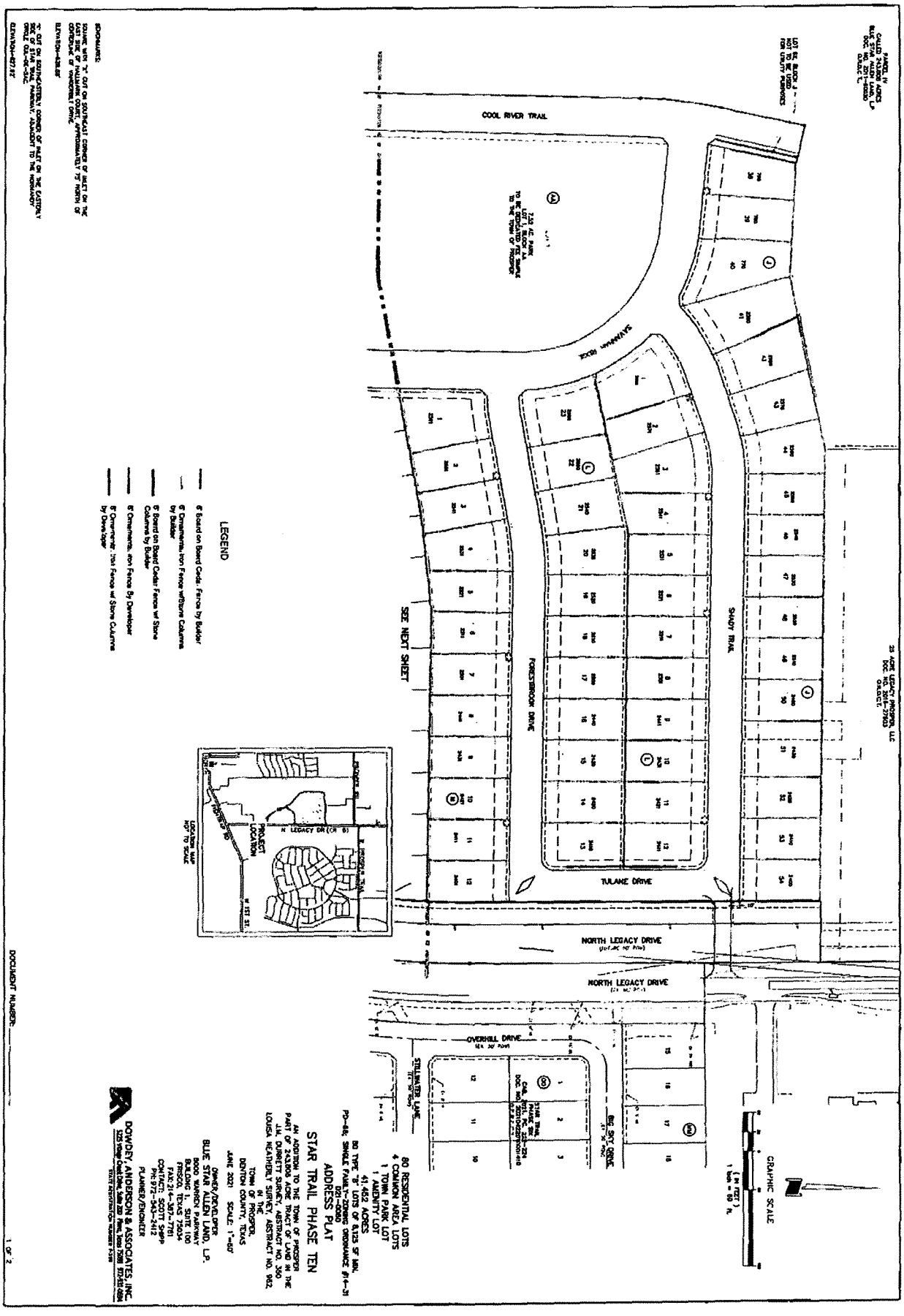
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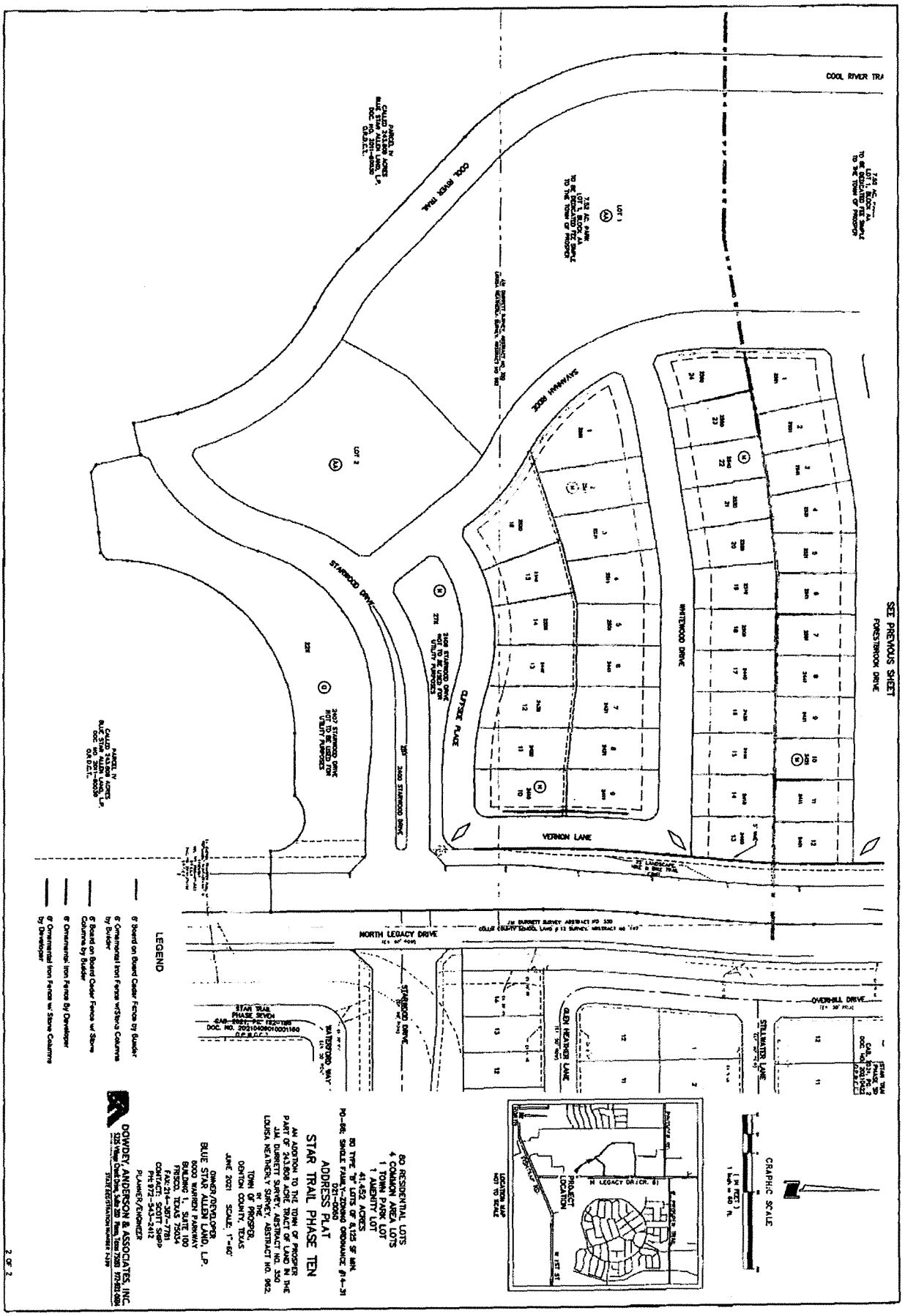
Corner Lot Column Section | C

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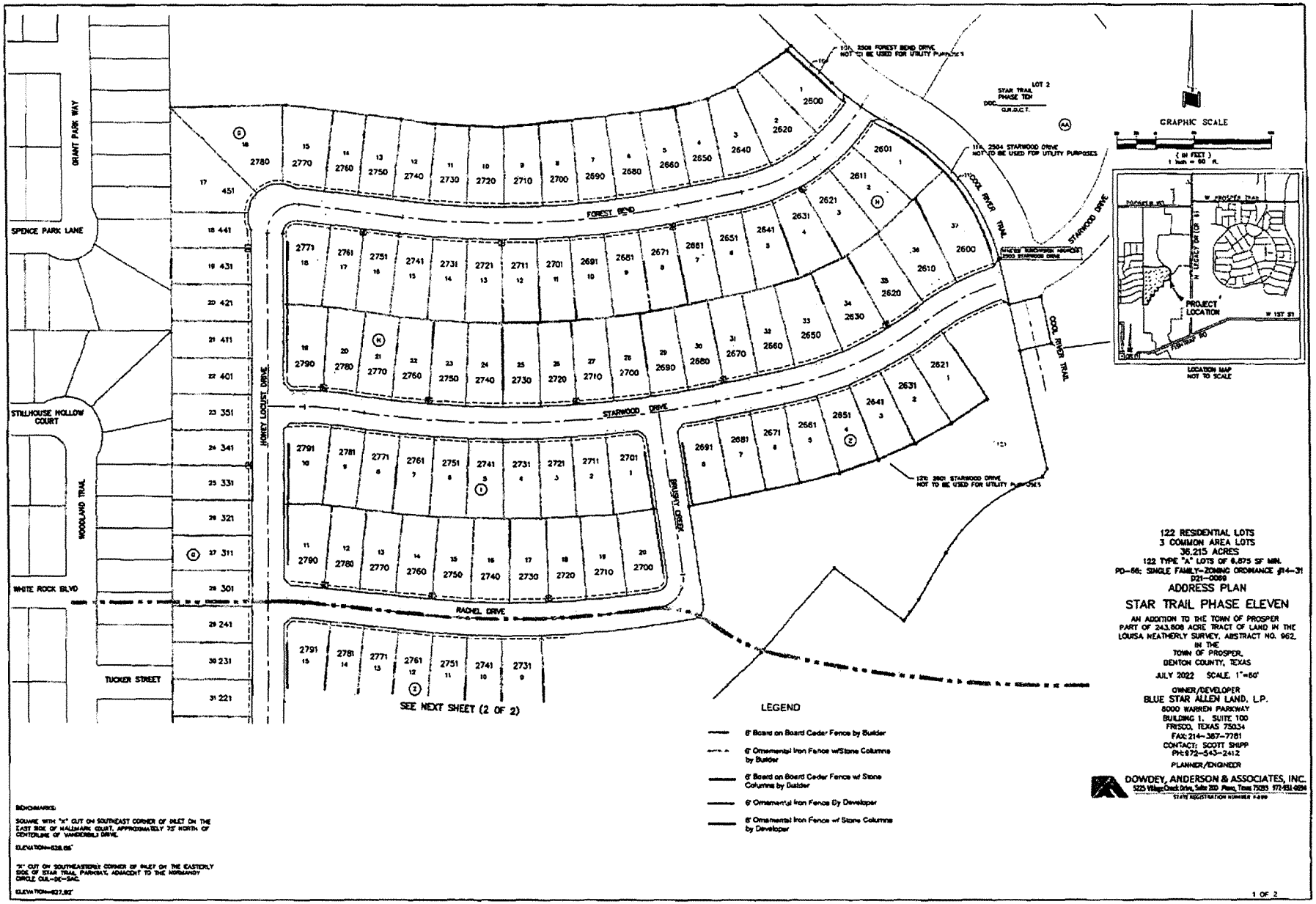
CORNER LOT COLUMN AS BUILT DETAIL

STAR TRAIL


COOL RIVER TRAIL
SHADY TRAIL
FORESTBROOK DRIVE
TULANE DRIVE
NORTH LEGACY DRIVE
OVERHILL DRIVE
STILLWATER LANE
SEE NEXT SHEET
GRAPHIC SCALE
LEGEND
PROJECT LOCATION
LOCATION MAP NOT TO SCALE
80 RESIDENTIAL LOTS
4 COMMON AREA LOTS
1 TOWN PARK LOT
1 AMENITY LOT
41.462 ACRES
80 TYPE "B" LOTS OF 8,125 SF MIN.
PD-49; SINGLE FAMILY-ZONING ORDINANCE #14-31
ADDRESS PLAT
STAR TRAIL PHASE TEN
TOWN OF PROSPER
DENTON COUNTY, TEXAS
JUNE 2021 SCALE: 1"=60'
OWNER/DEVELOPER
BLUE STAR ALLEN LAND, L.P.
DOWDEY, ANDERSON & ASSOCIATES, INC.
PLANNER/ENGINEER


COOL RIVER TRA
COOL RIVER TRAIL
LOT 1
LOT 2
3235 HWY 380
STARWOOD DRIVE
2400 STARWOOD DRIVE NOT TO BE USED FOR UTILITY PURPOSES
CLIFFSIDE PLACE
WHITEWOOD DRIVE
VERNON LANE
SEE PREVIOUS SHEET
FORESTBROOK DRIVE
NORTH LEGACY DRIVE
OVERHILL DRIVE
STILLWATER LANE
GLEN HEATHER LANE
WATERFORD WAY
STAR TRAIL PHASE SEVEN
PROJECT LOCATION
LOCATION MAP NOT TO SCALE
GRAPHIC SCALE
LEGEND
6' Board on Board Cedar Fence by Builder
6' Ornamental Iron Fence w/Brick Columns by Builder
6' Board on Board Cedar Fence w/ Stone Columns by Builder
6' Ornamental Iron Fence By Developer
6' Ornamental Iron Fence w/ Stone Columns by Developer
80 RESIDENTIAL LOTS
4 COMMON AREA LOTS
1 TOWN PARK LOT
1 AMENITY LOT
41.452 ACRES
80 TYPE 'B' LOTS @ 6,125 SF MIN.
PD-66; SINGLE FAMILY-ASSURED ORDINANCE, §1-A-3)
ADDRESS PLAT
STAR TRAIL PHASE TEN
AN ADDITION TO THE TOWN OF PROSPER
PART OF 243.808 ACRE TRACT OF LAND IN THE
J.M. DURRETT SURVEY, ABSTRACT NO. 350
LOUISA HEATHERLY SURVEY, ABSTRACT NO. 962,
TOWN OF PROSPER
DENTON COUNTY, TEXAS
JUNE 2021 SCALE: 1"=60'
OWNER/DEVELOPER
BLUE STAR ALLEN LAND, L.P.
8000 WARREN PARKWAY
BUILDING 1, SUITE 100
FRISCO, TEXAS 75034
FAX: 214-387-7781
CONTACT: JASON SHEPPARD
PH: 972-543-2412
PLANNER/ENGINEER
DOWDEY, ANDERSON & ASSOCIATES, INC.
1225 West Chet Drive, Suite 200 Plano, Texas 75093 972-931-0481
TBPE REGISTRATION NUMBER F-876

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122 RESIDENTIAL LOTS
3 COMMON AREA LOTS
36.215 ACRES
122 TYPE "A" LOTS OF 6,875 SF MIN.
PD-66; SINGLE FAMILY-ZONING ORDINANCE #14-31
D21-0089

ADDRESS PLAN

STAR TRAIL PHASE ELEVEN

AN ADDITION TO THE TOWN OF PROSPER
PART OF 243.808 ACRE TRACT OF LAND IN THE
LOUISA HEATHERLY SURVEY, ABSTRACT NO. 962,
IN THE
TOWN OF PROSPER,
DENTON COUNTY, TEXAS

JULY 2022 SCALE: 1"=60'

OWNER/DEVELOPER
BLUE STAR ALLEN LAND, L.P.
8000 WARREN PARKWAY
BUILDING 1, SUITE 100
FRISCO, TEXAS 75034
FAX: 214-387-7781
CONTACT: SCOTT SHIPP
PH:972-543-2412

PLANNER/ENGINEER
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER F-999

BENCHMARKS:

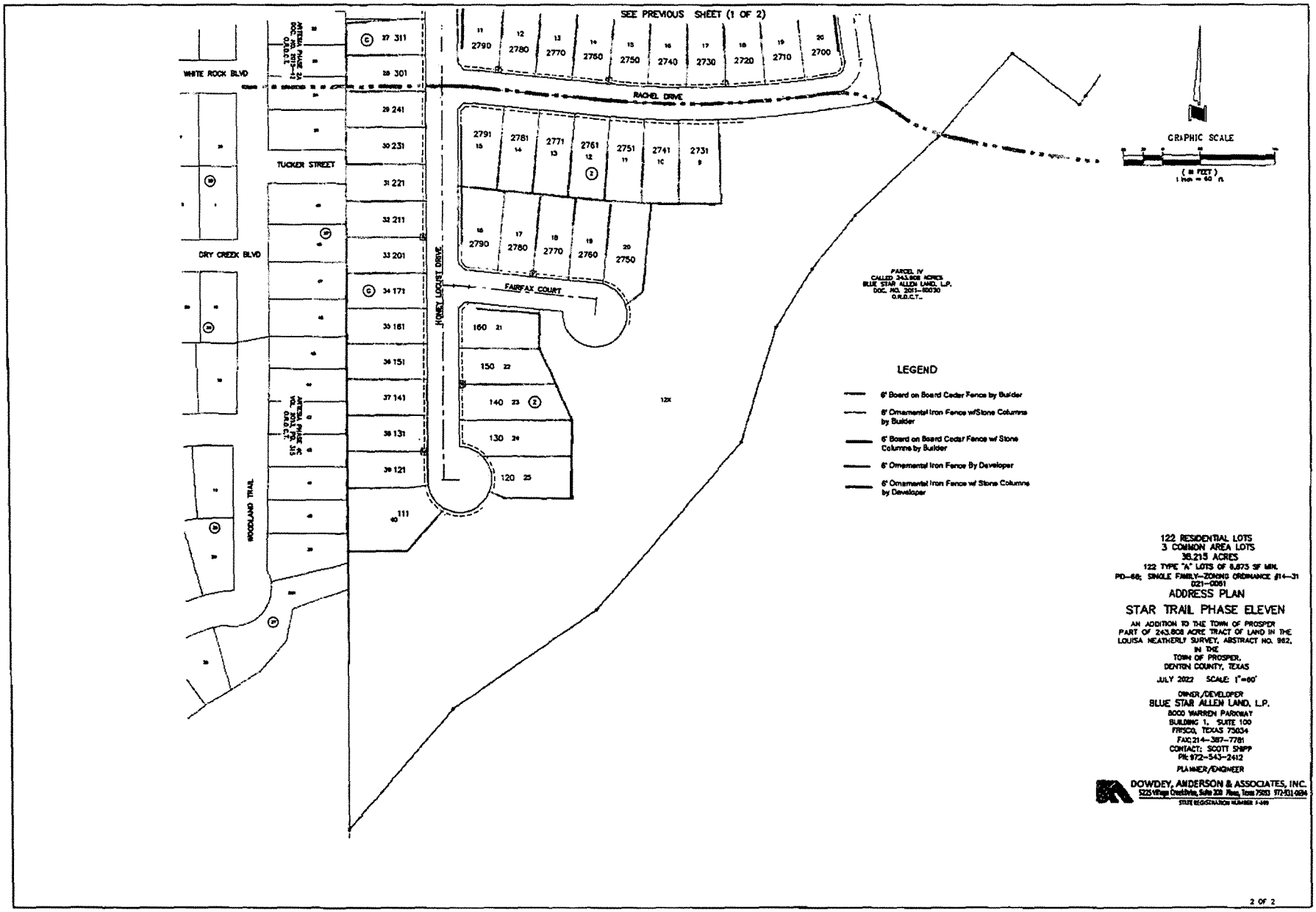
SQUARE WITH "X" CUT ON SOUTHEAST CORNER OF INLET ON THE EAST SIDE OF HALLMARK COURT, APPROXIMATELY 75' NORTH OF CENTERLINE OF VANDERBILT DRIVE.

ELEVATION=638.66'

"X" CUT ON SOUTHEASTERLY CORNER OF INLET ON THE EASTERLY SIDE OF STAR TRAIL PARKWAY, ADJACENT TO THE NORMANDY CIRCLE CUL-DE-SAC.

ELEVATION=627.82'

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122 RESIDENTIAL LOTS
3 COMMON AREA LOTS
36.215 ACRES
122 TYPE "A" LOTS OF 6,675 SF MIN.
PD-66; SINGLE FAMILY-20ZONING ORDINANCE #14-31
021-0051

ADDRESS PLAN

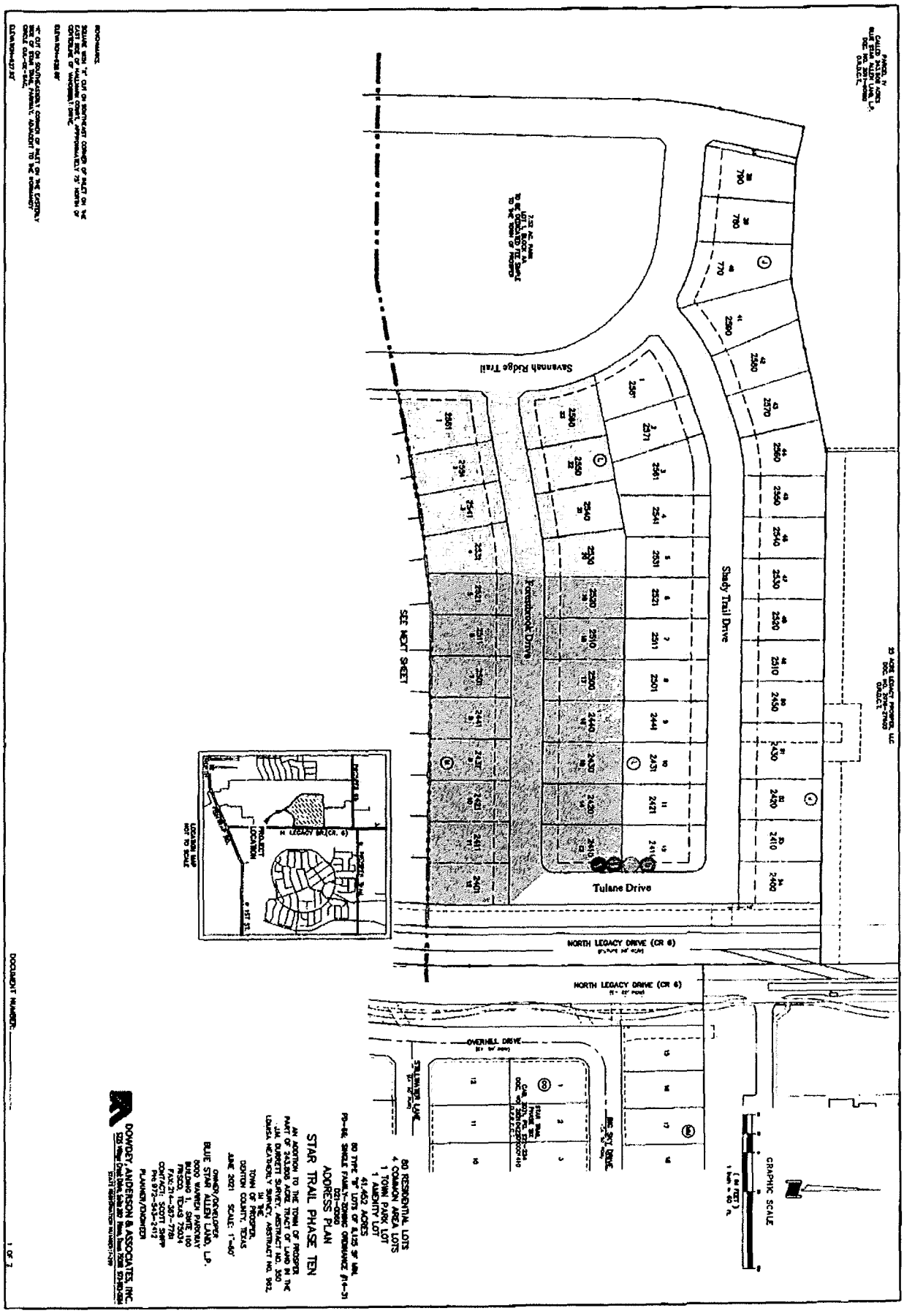
STAR TRAIL PHASE ELEVEN

AN ADDITION TO THE TOWN OF PROSPER
PART OF 243.808 ACRE TRACT OF LAND IN THE
LOUISA HEATHERLY SURVEY, ABSTRACT NO. 982,
IN THE
TOWN OF PROSPER,
DENTON COUNTY, TEXAS

JULY 2022 SCALE: 1"=60'

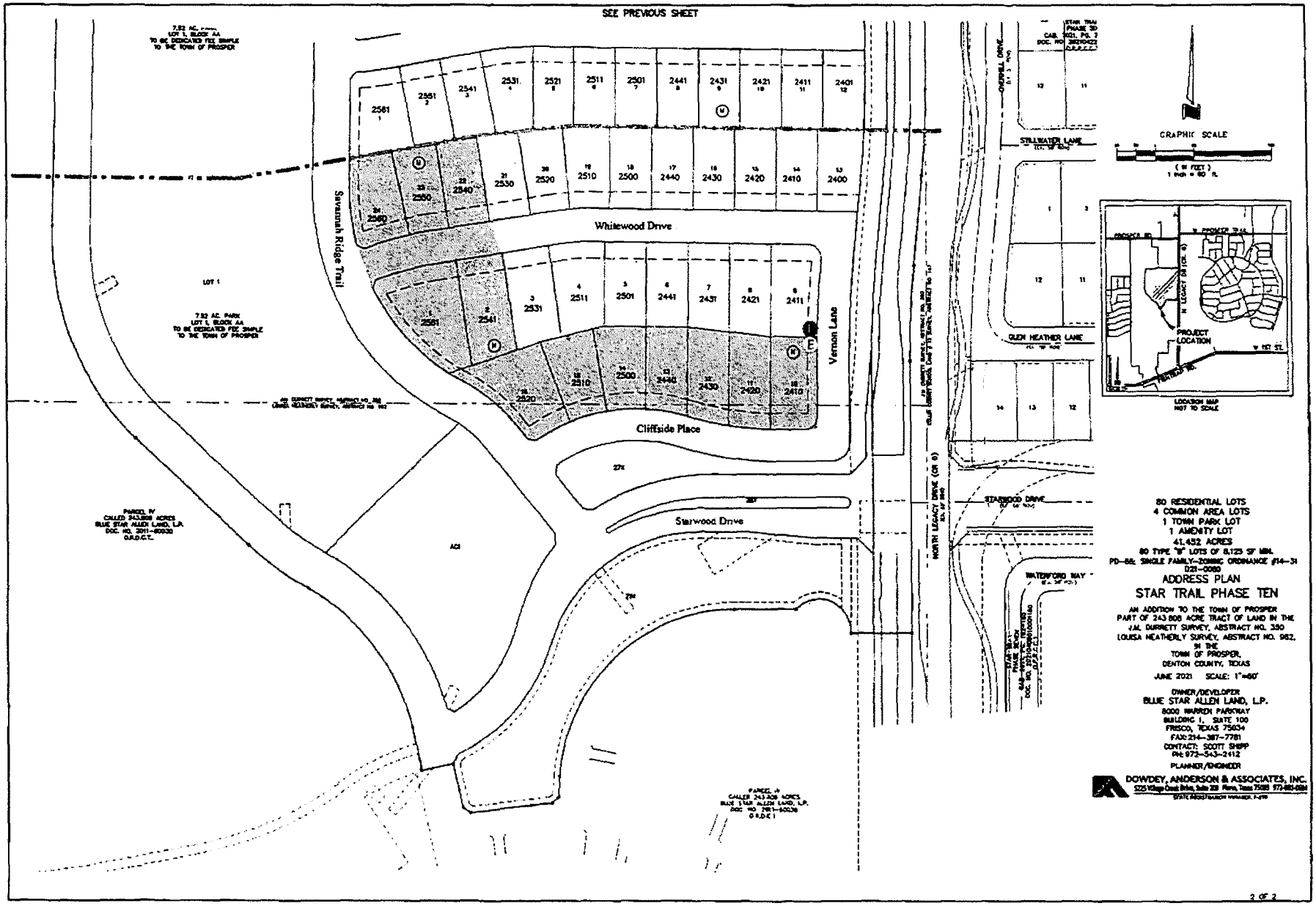
OWNER/DEVELOPER
BLUE STAR ALLEN LAND, L.P.
8000 WARREN PARKWAY
BUILDING 1, SUITE 100
FRISCO, TEXAS 75034
FAX:214-387-7781
CONTACT: SCOTT SHIPP
PH: 972-543-2412

PLANNER/ENGINEER
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 300 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER F-399

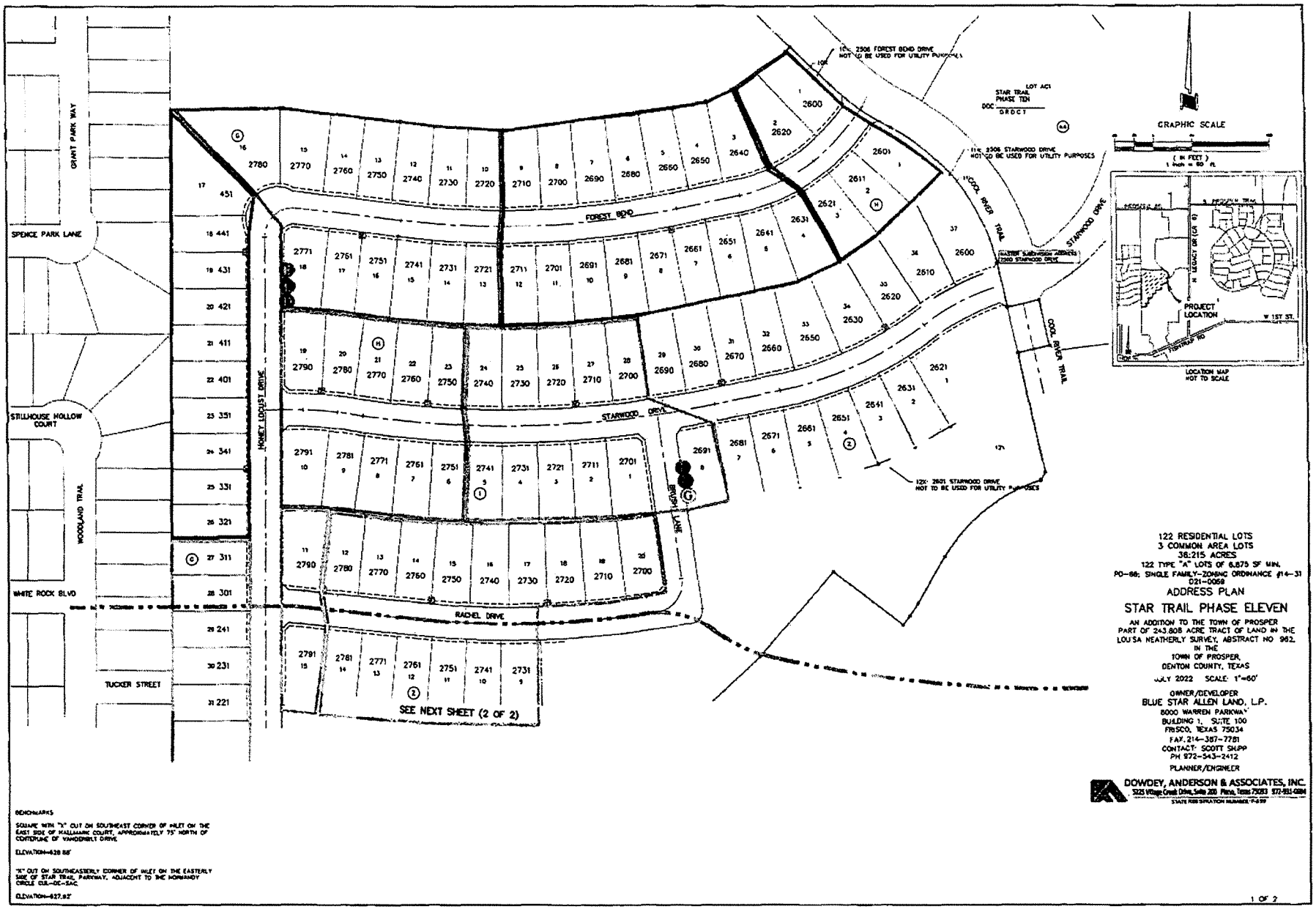


Phase 10 CBU Placement

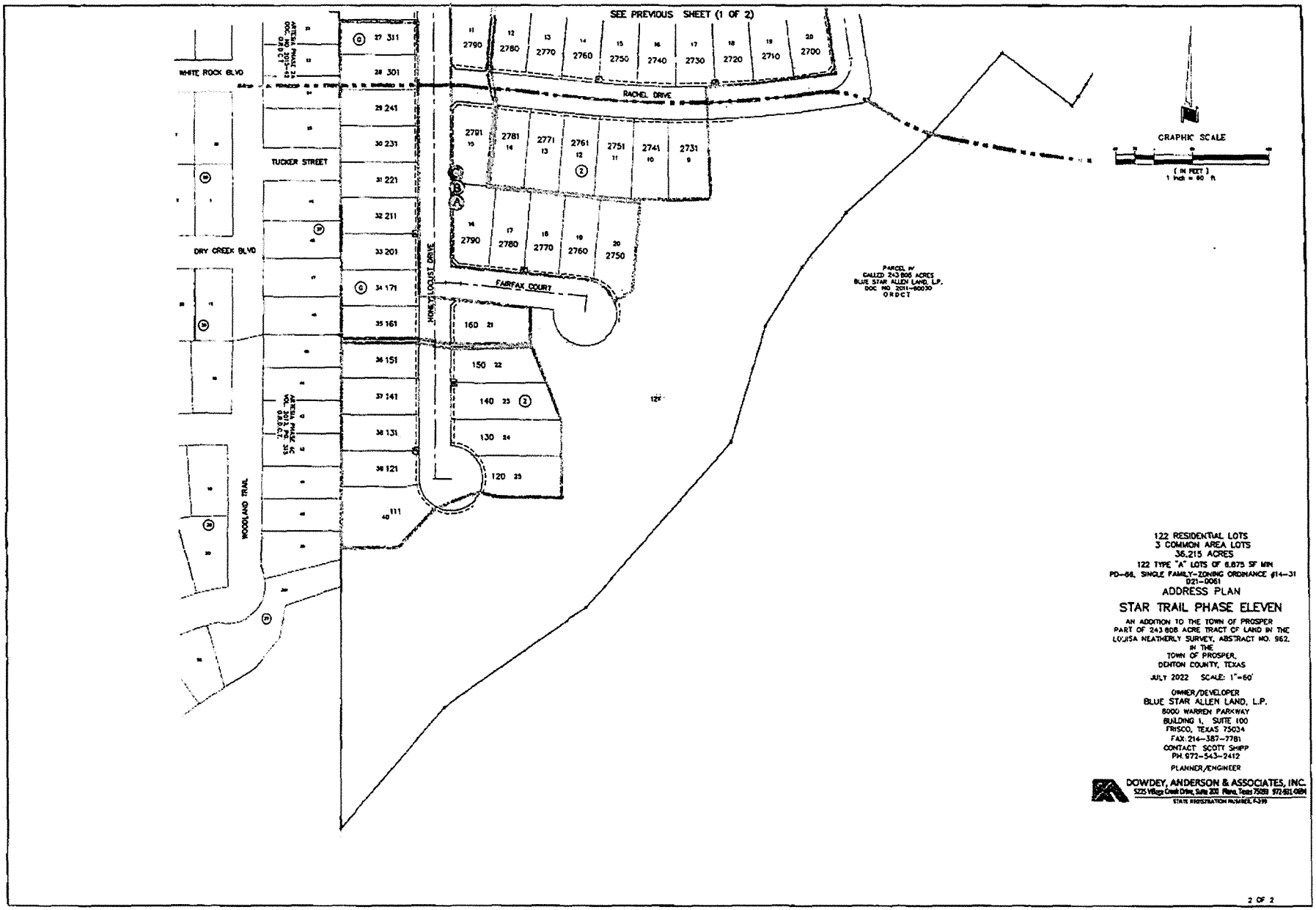
2023 - 20230000051087 05/10/2023 11:59 AM Page 29 of 32



Phase 11 CBU Placement



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Denton County
Juli Luke
County Clerk

Instrument Number: 16755

ERecordings-RP

MISCELLANEOUS

Recorded On: February 21, 2024 09:34 AM

Number of Pages: 20

" Examined and Charged as Follows: "

Total Recording: $101.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	16755
Receipt Number:	20240220000642
Recorded Date/Time:	February 21, 2024 09:34 AM
User:	Debra B
Station:	Station 40

Record and Return To:

Simplifile

STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

ADDITIONAL SUPPLEMENT TO THE
NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR VILLAGES OF STAR TRAIL
[Design Guidelines – Phase 12 & 13]

STATE OF TEXAS	§	
	§	**KNOW ALL MEN BY THESE PRESENTS:**
COUNTIES OF COLLIN	§	
AND DENTON	§	

THIS ADDITIONAL SUPPLEMENT TO THE NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR VILLAGES OF STAR TRAIL (this "Supplement") is made this 7th day of February, 2024, by the Villages of Star Trail Homeowners Association, Inc., a Texas nonprofit corporation (the "Association").

W I T N E S S E T H:

WHEREAS, Blue Star Allen Land, L.P. ("Declarant") recorded that certain Declaration of Covenants, Restrictions and Easements for Villages of Star Trail on or about December 7, 2016, as Instrument No. 20161207001660140 of the Real Property Records of Collin County, Texas, and on or about May 25, 2023, as Instrument No. 53900 of the Real Property Records of Denton County, Texas (the "Declaration"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development subject to the Declaration, which development is more particularly described in the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the development is located; and

WHEREAS, on or about July 26, 2006, the Association filed a Notice of Filing of Dedicatory Instruments for Star Trail as Document No. 20060726001056620 of the Real Property Records of Collin County, Texas (the "Collin Notice"); and

WHEREAS, on or about July 26, 2018, the Association filed a First Supplement to the Notice of Filing of Dedicatory Instruments for Star Trail as Document No. 20180726000928900 of the Real Property Records of Collin County, Texas (the "First Supplement"); and

WHEREAS, on or about June 28, 2022, the Association filed a Second Supplement to the Notice of Filing of Dedicatory Instruments for Star Trail as Document No. 2022000100884 of the Real Property Records of Collin County, Texas (the "Second Supplement"); and

WHEREAS, on or about December 1, 2022, the Association filed a Third Supplement to the Notice of Filing of Dedicatory Instruments for Star Trail as Document No. 2022000171468 of the Real Property Records of Collin County, Texas (the "Third Supplement"); and

WHEREAS, on or about May 10, 2023, the Association filed a Fourth Supplement to the Notice of Filing of Dedicatory Instruments for Star Trail as Document No. 2023000051087 of the Real Property Records of Collin County, Texas (the "Fourth Supplement"); and

WHEREAS, on or about May 25, 2023, the Association filed a Notice of Restrictive Covenants for Villages of Star Trail as Instrument No. 53900 of the Real Property Records of Denton County, Texas (the "Denton Notice"); and

WHEREAS, on or about October 4, 2023, the Association filed a First Supplement to the Notice of Restrictive Covenants for Villages of Star Trail as Instrument No. 107726 of the Real Property Records of Denton County, Texas (the "Denton Supplement"); and

WHEREAS, the Association desires to again supplement both the Collin Notice and the Denton Notice with the Design Guidelines for Phase 12 & 13 attached hereto as **Exhibit "A"** pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instrument attached hereto as **Exhibit "A"** is a true and correct copy of the original and is hereby filed of record in the Real Property Records of Collin and Denton Counties, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Supplement to be executed by its duly authorized agent as of the date first above written.

VILLAGES OF STAR TRAIL HOMEOWNERS ASSOCIATION, INC.,
a Texas nonprofit corporation

By: _____
Name: William Scott Shupp
Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Wm. Scott Shipp, the Vice President of the Villages of Star Trail Homeowners Association, Inc., 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 on behalf of said nonprofit corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 7th day of February, 2024.

Notary Public, State of Texas

2-10-26
My Commission Expires

KERRY HARRINGTON
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 02/10/26
NOTARY ID 1101256-6

Exhibit "A"

The Villages of Star Trail Design Guidelines Phase 12 & 13

The Villages of Star Trail Design Guidelines

November 1, 2023 PHASE 12 & 13

TITLE AND SCOPE

100 TITLE

This compilation of guidelines shall be known as the Villages of Star Trail Design Guidelines, hereinafter referred to as "Guidelines" for Star Trail.

101 PURPOSE

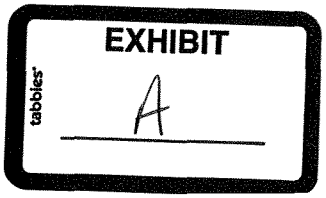
The purpose of these Guidelines is to provide certain minimum standards, provisions and requirements for appropriate and acceptable design and minimum required criteria for homebuilders and homeowners implementing new construction within Star Trail.

The suggestions, recommendations and requirements expressed in these guidelines hinge upon final approval of plans by and at the discretion of Blue Star Allen Land, LP, a Texas limited partnership, as the Declarant through the New Construction Committee (NCC.)

These guidelines are compatible and in continuity with the requirements of the Town of Prosper and the Declaration of Covenants, Conditions and Restrictions (the "Declaration") of the Villages of Star Trail.

102 SCOPE

These guidelines are for the purpose of outlining the minimum requirements for residences in Star Trail as well as to assist homebuilders and homeowners in the design of their residences. The evaluation of each submittal to the NCC relates to matters of judgment and taste, which cannot be reduced to a simple list of measurable criteria. It is possible a submission may meet all guidelines and criteria listed below and still not receive approval, if in the judgment of the NCC its overall aesthetic impact is not acceptable. The approval of an application for one proposed improvement shall not be construed as creating any obligation on the part of the NCC to approve applications involving similar designs for proposed improvements pertaining to different lots. The role of the NCC is to insure that the overall quality level of Star Trail is maintained at the highest level possible while still allowing for each owner's individual taste in design, colors and materials.



200 PROCESS FOR CONSTRUCTION

SUBMITTAL OF MASTER PLAN SET

Prior to offering any plan for sale in Star Trail, all builders must submit a master set for review by the Villages of StarTrail NCC and Blue Star Allen Land, LP.

In cases of repetitive plans being offered for sale in the project, a one-time blanket approval for Builders, who own multiple lots, may be obtained for use at Star Trail.

In cases of individual modifications as might be requested by a prospective homeowner, an individual plan submittal for a specific lot/block will be required in each instance.

Each plan submitted for review under a Master Plan submittal shall include comprehensive construction plans and specifications which shall include, but not be limited to, the following items:

1. Architectural construction plans:

    a. Floor plans at ⅛"scale;
    b. Front elevations with finish notations at ⅛"=1 ft. scale; remaining elevations with finish notations at ⅛" = 1 ft. scale. All elevations should show dimensions with:

        i. %-age of Masonry and all exterior materials and textures;
        ii. Type, size and material of all openings;
        iii. Roof pitch and type of roofing material, and
        iv. Doors and windows.

2. Square footage (first and second floors):

    a. Air-conditioned space (living area).
    b. Other.

The NCC will release the plans submitted by the homebuilder for building permit after full plan review and approval by Blue Star Allen Land, LP.

No plan review will begin until the Master Plan submittal form(s), and complete plan sets are received.

NOTE: Approval of homebuilder plans and specifications by Blue Star Allen Land, LP does not release the homebuilder from fully

complying with all applicable codes and requirements of the Town of Prosper. The review process of Blue Star Allen Land, LP is strictly for compliance with the design parameters as dictated in this document.

Allow four (4) weeks for processing architectural review of the Master Plan Set.

Should revisions to an individual plan/elevation be required, a re-submittal of the requested revised plans will be sent to the architect for approval and release prior to the submittal of any site plan for a specific lot/block.

201 MATERIAL SELECTIONS AND COLOR BOARD SUBMITTALS

Each builder shall prepare and submit a complete array of materials and colors to be offered to prospective homebuyers in Star Trail. This selections submittal shall contain the following:

- All brick colors and manufacturer
- Roofing material and color
- Siding material and color
- Trim color
- Garage door color/stain
- Shutter color, etc.

202 SITE PLAN SUBMITTALS

The homebuilder may start construction proceedings upon written receipt of an approved Master Plan submittal and an approved Site Plan submittal, specific to the requested lot/block. Such approvals to be granted contingent upon the receipt of all required permits from the Town of Prosper or other authorities having jurisdiction over the project.

For site plan approval, the homebuilder will submit the attached Site Plan Submittal form accompanied by a 1"=20' plan showing all dimensions, the location of the house on the Lot with all property lines, easements, setback and restriction lines, drives, walks, fences, walls and patios. After NCC plan approval has been issued, no adjustments to the location and siting of the dwelling on the lot are allowed without resubmitting a new site plan for approval by the NCC.

203 MINIMUM SQUARE FOOTAGE BY ZONING CLASSIFICATION

Type C Lots - Each **single story** dwelling constructed on a Type C lot shall contain a minimum of **2500 square feet** of floor space, maximum of **4600 square feet**; two story dwellings shall contain a minimum of **3000 square feet** of floor space, maximum of **4800 square feet**.

Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main building.

Type D Lots - Each single story dwelling constructed on a Type D lot shall contain a minimum of **3000 square feet** of floor space; two story dwellings shall contain minimum of **3500 square feet** of floor space. There are no limitations on maximum square footage on Phase 13 Type D lots.

Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main building.

204 FLOORPLAN AND ELEVATION REPETITION

A minimum of four (4) distinctly different home elevations shall be built on the same side of every street in Star Trail. (Town of Prosper Residential Standards, October 7, 2015.)

On all Star Trail lots on the same side of a village street, repeat of floor plans shall be limited to one in every three lots (ie. a minimum two (2) lot separation.)

On all Star Trail lots on the same side of a village street, repeat of elevation shall be limited to one in every four lots (ie. a minimum three (3) lot separation.)

Additionally, the condition for repeats on all lots shall be such that the same floor plan or elevation may not be built directly across a street OR directly behind but, rather staggered by two (2) lots with the plan repeat as described above. This restriction applies to both the front and side conditions of each lot.

The NCC will have final approval of floor plan, elevation and brick colors, pursuant to policy and procedures established by the NCC and any deviation to the above Plan and Brick Repeat Policy will be subject to NCC review for consideration of a possible variance.

******The NCC will maintain and provide a record of all plan, elevation and material selections by lot. The responsibility for the accuracy of all new plan submittals is the responsibility of the individual homebuilders.***

205 BRICK REPEAT RESTRICTIONS

On all Star Trail lots on the same side of a village street, repeat of brick shall be limited to one in every three lots (ie. a minimum two (2) lot separation.

Additionally, the restriction for brick repeats on all lots shall be such that the same brick/brick color may not be built directly across from OR behind but, rather

staggered by a minimum of two (2) lots. This restriction applies to both the front and side conditions of each lot.

Elevations featuring painted brick and stucco will adhere to the same repeat standards as stated above.

A minimum of a two lot separation on brick, a brick base color, brick shade and brick appearance from the front of the home. Brick repeats will be evaluated based on COLOR of brick, not simply manufacturer, name and shade. Any remote suggestion of similarity can be cause for denial of the submittal.

Repeats require at least a two lot separation. Specifically there must be at least two houses between similar bricks/brick shades/painted brick, etc

206 PLATE HEIGHT

Each Type C and Type D home shall have a minimum principal plate height of 10' on the first floor.

300 LANDSCAPE REQUIREMENTS

All landscaping will be in accordance with the requirements of PD 66/The Villages of Star Trail, these New Construction Guidelines and the general development standards as required by the Town of Prosper. Nothing herein shall be construed to be less than nor to reduce the requirements of the Town of Prosper.

PRESERVATION OF EXISTING TREES

Preservation and enhancement of any lot area retaining native vegetation is strongly encouraged. No trees measuring six inches (6") or more in diameter at a point four feet (4') above grade may be removed without written approval of the Declarant (such approval not to be unreasonably withheld.)

301 IRRIGATION

Irrigation will be required on all lots in Star Trail. The irrigation system shall be automatically controlled by a time clock and incorporate rain and freeze sensors to prevent water waste and ice formation.

302 LANDSCAPE LIGHTING

While not a requirement for any home built in StarTrail, if used, landscape lighting is to be low key and should be used to accent entrances and special features only. Overall high levels of light are not desired. Intensity should be no greater than that required for pedestrian safety, other than on landscape accent. The scale of this lighting should be at a residential level.

303 REQUIRED LANDSCAPE MATERIAL

LAWNS, FRONT, REAR AND SIDE

Yards (including front, side and rear) shall be completely sodded.

REQUIRED TREE PLANTINGS

All Phase 5, Type C and D lots within Star Trail must have a minimum of two (2) large trees in the front yard (species of tree from the following list.) Each large tree must be a minimum 4 caliper inches as measured at 12 inches above grade.

All Phase 5 lots, Type C and D must have a minimum 2 large trees in the rear yard.

All Phase 5 lots, Type C and D located on a street corner adjacent to a street must have additional large trees planted along the side yard @ 30' OC.

To satisfy the requirements of these guidelines, all large trees must be selected from the following list and be a minimum 4 caliper inches as measured at 12 inches above grade.

REQUIRED SHRUB PLANTINGS

In summary, all Star Trail lots must have shrubs planted to effect a foundation screen across the front and any side elevations of the home visible from a street or common area.

Town of Prosper Development Requirements specify a **minimum** of the following for each zoning classification:

Type C Lots, typical 10,260 square feet - Minimum 20, 3 gallon shrubs across the front elevation of the home.
Type D Lots, typical 11,610 square feet - Minimum 20, 3 gallon shrubs across the front elevation of the home.

In addition, shrubs and hedges shall be planted along any side elevation not screened from view of neighboring homes and streets by a privacy fence.

Corner lots adjacent to a street, including lots with a side elevation facing the front elevation of a home, will require large trees be planted along the side elevation at 30' OC. Shrubs will be required along the foundation to affect a screen.

Shrubs and hedges shall be minimum three (3)-gallon plants and shall be spaced or clustered in an appropriate manner to conceal or direct attention from any exposed foundation.

The following criteria should be considered when selecting plants for use within Star Trail:

2. Native species and evergreens;
3. Relatively resistant to insects and diseases;
4. Cold hardy material

5. Adaptability to existing soil conditions; and
6. Long life expectancy.

304 PLANT LIST

Particular attention should be paid to the individual soil conditions and soil preparation to provide adequate drainage for all planted vegetation.

Large Canopy Trees

1. Pecan
2. Southern Magnolia
3. Shumard Oak
4. Cedar Elm
5. Texas Ash
6. Bur Oak
7. Live Oak
8. Fruitless Sweetgum
9. Southern Live Oak
10. Sycamore
11. Red Oak
12. Chinese Pistache
13. Bald Cypress
14. Lacebark Elm
15. Eastern Red Cedar

Ornamental Trees

1. Aristocrat Pear
2. Crepe Myrtle
3. Mexican Plum
4. Yaupon Holly
5. Redbud
6. Roughleafed Dogwood
7. Texas Persimmon
8. Tree-Form Holly, e.g. Nellie R. Stevens Holly, Foster Holly
9. Desert Willow
10. Hawthorne
11. Ornamental Pear
12. Possumhaw Holly
13. Vitex
14. Taylor Juniper
15. Arizona Cypress

SHRUBS

1. Dwarf Glossy Abelia/Glossy Abelia
2. Juniper
3. Barberry
4. Texas Sage (Cenizia)
5. Dwarf Yaupon Holly
6. Dwarf Burford Holly/Burford Holly
7. Indian Hawthorne(?)
8. Cleyera
9. Nellie R. Stevens Holly
10. Sweet Viburnum
11. Willowleaf Holly
12. Dwarf Chinese Holly
13. Purpleleaf Japanese Barberry
14. Nandina
15. Encore Azalea(?)

STRUCTURES

400 ROOF AND ROOFING MATERIAL

On all residential lots in Star Trail, 65% of any composition roof shall maintain a minimum roof pitch of 8:12. If the surface area of any residential lot in StarTrail is built with clay tile, cement tile, slate or slate products, or metal roofing material, a minimum of 75% shall maintain a minimum roof pitch of 3:12. (Town of Prosper Development Requirements Chapter 4, Section 9.8 A.)

Roof structures shall be out of conventional frames or wood trusses. Maximum height of any structure in Star Trail is 40 feet. Town of Prosper requires a residential sprinkler system be installed in any structure over 35 feet in height.

Finish materials for pitched roofs must be consistent throughout the individual villages at Star Trail. Acceptable materials are flat cement tiles, barrel type cement tiles, barrel clay tile or architectural type dimensional fiberglass singles with a 30-year warranty.

Gutters and downspouts may be exposed only if painted properly to match the color or the fascia, wall or column

All exposed roof vents, valleys, flashing and pipes extending through the roof shall be painted the same color as the roof.

401 EXTERIOR WALLS

The following requirements apply to all exterior walls and all kinds of facade applications for all structures. All elements of all elevations shall complete a total and continuous design.

All materials must be in compliance with the local Building Code and any other local regulations of the Town of Prosper.

Exterior wall finishes shall be consistent in color schemes, texture, composition and character throughout the individual villages at Star Trail. All exterior finishes will be subject to review and approval by the NCC. Walls with any type of exposed modular units will not be permitted.

100% masonry (brick, stone or stucco) on all front elevations. No siding of any kind will be allowed.

Housing elevations visible from any adjoining street, community entry, open space, common area, park, greenbelt shall be 100% brick, stone or stucco (**no siding of any kind will be allowed**).

Acceptable finishes are the following:

A. Brick: except gray brick, which is not permitted. Brick may be painted with the approval of the NCC as to color.
B. Stone
C. Cementatious lap siding (no more than 20% max on Type C and Type D lots) 100% masonry on all front elevations. NOTE: Cement fiber products may not be used in meeting the 70%-80% masonry requirement

except in recessed and/or cantilevered features. Examples are porches, dormers, etc.

D. Stucco (smooth, skip trowel or shot blast, as examples); and

E. Other finishes permitted by the Town of Prosper subject to ARC approval.

Please refer to the Attached Exhibit for specific masonry requirements by lot and elevation.

402 BALCONY PLACEMENT

No rear facing balconies will be allowed on any lots in Star Trail except those lots that back/side to a park, greenbelt or street.

403 WINDOWS

All window framing will be bronzed, cream, sand or white anodized aluminum, vinyl or wood.

Window shutters, as an architectural design element, may be approved on a plan by plan basis.

No reflective window coverings or treatments shall be permitted at Star Trail. The ARC, at its discretion, may control or prohibit window coverings and treatments not reasonably compatible with aesthetic standards of the area.

404 EXTERIOR WALL COLORS

When finish materials for the exterior of the structures require painting, the color selection shall be based on compatible colors throughout the individual villages at Star Trail.

Homebuilders will offer color schemes and paint colors previously approved by the NCC.

In no circumstance shall two (2) houses of identical brick and paint color packages be permitted on adjacent lots fronting the same road. See Section 205 for additional considerations on brick/color repeats.

405 GARAGES AND DRIVEWAY MATERIALS

All StarTrail homes shall have a minimum of one (1) two (2) car garage but no more than two (2) two (2) car garages. Each garage must meet a 400 square feet minimum.

No carports shall be permitted.

No garage door directly facing a street shall be less than 25 feet from the property line.

Garage doors directly facing a street shall not occupy more than fifty percent (50%) of the width of the front façade of the house.

Homes may feature up to a three (3) car garage provided all three bays not face the street but are split in a two/one configuration.

Garage door stain will be selected from builder's approved color selection.

No standard, traditional steel garage doors, painted or stained, will be allowed on any lot in Star Trail.

Doors must be constructed of a material that gives the appearance of a real wood door when viewed from any community street. Materials may consist of paint or stain grade wood (Cedar, Ash, Hemlock, etc.) or other material, including fiberglass or steel, that when stained or painted gives the appearance of a real wood door.

Doors may be single or double wide doors.

Additionally, two of the following upgrades must be incorporated:

If single doors, doors must be separated by a masonry column.

Garage doors may be "carriage style door" designs giving the appearance of a classic swing-open design with the flexibility of an overhead door operation.

Doors may incorporate decorative hardware.

Doors may incorporate windows.

DRIVEWAYS

All Star Trail Phase 13 residential lots in zoning classification Type D will feature **driveways** constructed of 60mm Belgard Brick pavers installed in a herringbone pattern. Color of paver is Fossil Beige, Pewter or Antique Pewter..

All Type C Driveways in Star Trail Phase 12 will be a salt finish natural concrete with stain colors to be approved by NCC prior to construction.

403 DOORS

Screen doors shall be compatible with the design and color of the home.

Entrance doors shall be compatible with the house design. Material shall be solid wood, fiberglass or metal insulated type.

404 AWNINGS

Awnings are prohibited in Star Trail.

405 DETACHED STRUCTURES

Any free standing structure contemplated for a property, such as, but not limited to, a pavilion, a gazebo, platform, doghouse or dog run, playhouse, cabana, etc. must be submitted for approval with the required drawings and information. Approval will be granted only upon the merit of the structure, its location within the standard building setbacks for the particular zoning, its compatibility with the main house and its desirability for the neighborhood.

No free standing garage, garage apartment, storage or guest house will be allowed in Star Trail.

406 FENCING

Fencing is required in Star Trail per the attached exhibit. Certain sections/types of fencing will be installed by the developer, as noted. The remaining fencing is the requirement of the builder.

Fencing guidelines are as follows:

Land Adjacent to Public Park/Public Hike and Bike Trail

Require a decorative wrought iron fence, minimum 4 foot in height, abutting said public area. (PD-66 as Amended May, 2017)

Fencing on all other residential lots will be constructed of masonry, iron or cedar per the developer requirements as shown on the attached fencing exhibit.

Masonry will only be allowed on lots adjacent to or abutting HOA-owned common area lots.

If cedar fencing is required, the fence will be built with a top rail and shall be supported with galvanized steel posts, 8 foot OC. all cedar fencing will be typical board-on-board per the attached exhibit.

All residential lots located on a corner adjacent to a street shall require either decorative metal or board-on-board fencing along the sideyard adjoining the street with masonry columns, placed at 21 feet OC. A detail of the required masonry column is attached. All other fencing on a corner lot (ie. rear and lot-to-lot side) may be board–on-board provided said fencing is not abutting public park or hike/bike trail/public areas which require decorative iron.

In deciding how to "face" the cedar fencing, unless otherwise stipulated by Town of Prosper guidelines or PD 66, the first homebuilder building will set the standard for fence facings (ie. posts in or out.) Adjacent homes will adhere to this standard unless an agreement is reached on double facing any fence section.

ALL WOOD FENCING WILL BE A CONSISTENT COLOR THROUGHOUT STAR TRAIL.

IF THE FENCE PANELS ARE PRE-STAINED, IE. ACE FENCING:

The stain is: Seal Rite- Medium Brown also known as Pecan, an oil base, semi-transparent stain that offers a natural look.

IF THE FENCE PANELS ARE NOT STAINED PRIOR TO INSTALLATION:

The stain may be purchased directly from Ace OR be color matched at Sherwin Williams, Home Depot, Lowes while making sure it is oil based.
If purchasing the stain, use "Ready Seal, Medium Brown, Color number OS-015B."

FENCING RETURNS:

All lots requiring board-on-board sideyard fencing will also require a board-on-board return to the house.

All lots requiring standard wood fences with standard wooden sideyard conditions will have standard wooden returns to the house.

All lots requiring wrought iron fencing require a wrought iron return to the house.

Fencing specifications by lot as outlined on the attached color exhibit carry the following specifications:.

The fencing setbacks for the four StarTrail lot classifications are as follows:

*Type C/76' lot zoning - no fencing shall extend beyond a point fifteen feet (15') behind the front wall plane of the structure into the front yard.

*Type D/86' lot zoning - no fencing shall extend beyond a point fifteen feet(15') behind the front wall plane of the structure into the front yard.

407 AIR CONDITIONERS

No window or wall air conditioning units will be permitted on any building in StarTrail.

Outside condensing units (compressors) which are not located within a privacy fenced area shall be entirely screened by shrubbery, a solid privacy enclosure or through building orientation. Appropriate access and service space will be provided; however, such access shall never be visible from the street(s). This screening requirement shall also apply to pool equipment located outside a privacy fenced area.

408 FIREPLACES AND CHIMNEYS

Unless an alternate material is approved by the Town Council of Prosper, the exterior cladding of any chimney must be 100% masonry constructed of either brick, natural stone or stucco. Town of Prosper October, 2015

409 SWIMMING POOLS, ALL OUTDOOR STRUCTURES

Any construction that affects the exterior of a Star Trail home including construction of a pool, gazebo, trellis, etc. under the supervision of the homebuilder shall be subject to the review and approval of the NCC. Pool equipment shall be screened by shrubbery if located outside a privacy fenced area.

410 MAILBOXES

The Town of Prosper, under direction from the USPS, will require Cluster Mailboxes in Star Trail. An 8-16 box cluster design will be used in StarTrail Phases 12 & 13, to be installed by BSAL. Specific location(s) to be published prior to Substantial Completion.

Villages of Star Trail
New Construction Review Application

Once builder has submitted and received comments/approval of a Master Plan submittal(s), with materials and colors to be offered in StarTrail, subsequent submittals for construction will not require a second full set of plans. Builders may subsequently submit one (1) copy of this completed form and one (1) scaled site plan (1"=20') indicating adherence to all setbacks, location of HVAC equipment and fencing material/placement for each new release. Any revisions to an existing approved floorplan and/or elevation per the Master Plan submittal set will require a full set of plans be submitted for review/ approval.

This applicant acknowledges and agrees the New Construction Committee (NCC) and the Villages of StarTrail HomeOwners Association, Inc. (HOA) assume no liability resulting from the approval or disapproval of any plan(s) submitted by the applicant. The NCC and the HOA have no liability and make no representations regarding the adequacy or quality of any submitted plans or whether such plans comply with any or all local, state or national governmental requirements.

Builder/Applicant: _____ Date: _____

Contact: _____ Telephone: _____

Zoning Classification: ____ Phase: __ Lot/Block: ____ Street Address: _____

Plan Name/Number: _____ Elevation: _____

Total A/C Sq. Footage: _____ 1st Floor A/C: _____ 2nd Floor A/C: _____

Released as (Check one) Model: _____ Spec: _____ Build-to-suit: _____

MATERIAL SCHEDULE AND COLOR SELECTIONS

SIDING:

Wood: ____ Manufacturer & Stain/Paint Color: _____

Cementatious: _____ Manufacturer/Color: _____

All materials and colors must be submitted and approved prior to construction in StarTrail. All minimum masonry requirements must be met per elevation. Cementatious siding may not be included in meeting the required masonry percentage per elevation. In calculating the maximum siding per elevation, all windows surrounded by siding will count the window square footage as siding.

MASONRY:

Stone: _____ Color: _____

Stucco: _____ Color: _____

Brick: _____ Manufacturer/Color: _____

NCC Submittal Application
Page Two

ROOFING:

Composition: ____ Manufacturer/Color: _____

Tile: _____ Manufacturer/Color: _____

GARAGE DOOR PAINT/STAIN: Manufacturer/Color: _____

General Comments: _____

_____

_____

MATERIAL AND COLOR APPROVALS:

SIDING %-AGE FRONT: _____ **REAR:**_____ **LEFT ELEVATION:** _____ **RIGHT ELEVATION:**_____

MASONRY %-AGE FRONT: _____ **REAR:** _____ **LEFT ELEVATION:** _____ **RIGHT ELEVATION:** _____

COLORS:

SIDING: **WOOD PAINT:** _____ **WOOD STAIN** _____

CEMENTATIOUS: _____

GARAGE DOOR STAIN: _____

MASONRY: **STONE:** _____ **BRICK:** _____ **STUCCO:** _____

ROOFING: _____

COMMENTS: _____

_____

_____

_____

REVIEWED ON: _____ **BY:** _____

NOTICE OF FILING
OF
DEDICATORY INSTRUMENTS
FOR
VILLAGES OF STAR TRAIL
[Document Inspection and Copying Policy; Document Retention Policy; Alternative Payment Plan Policy; Email Registration Policy; Standby Electric Generator Policy; Flag Display Guidelines; Rainwater Collection Device Guidelines; Religious Item Display Guidelines; Roofing Material Guidelines; Solar Energy Device Guidelines; Xeriscaping Guidelines]

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

THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR VILLAGES OF STAR TRAIL (this "Notice") is made this 31st day of August, 2017, by Blue Star Allen land, L.P. ("Declarant").

WITNESSETH:

WHEREAS, Declarant recorded that certain Declaration of Covenants, Restrictions and Easements for Villages of Star Trail on or about December 7, 2016, as Instrument No. 20161207001660140 of the Real Property Records of Collin County, Texas, as amended and supplemented (the "Declaration"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development subject to the Declaration, which development is more particularly described in the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the development is located; and

WHEREAS, the Association desires to record the dedicatory instruments attached hereto as **Exhibit "A"** in the Real Property Records of Collin County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instruments attached hereto as **Exhibit "A"** are true and correct copies of the originals and are hereby filed of record in the Real Property Records of Collin County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, Declarant has caused this Notice to be executed by its duly authorized agent as of the date first above written.

BLUE STAR ALLEN LAND, L.P., a Texas limited partnership

By: BLUE STAR INVESTMENTS, INC., a Texas corporation, its General Partner

By: _____
Joe Hickman, Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Joe Hickman, Vice President of Blue Star Investments, Inc., a Texas corporation, General partner of Blue Star Allen Land, L.P., a Texas limited partnership, 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 on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 31st day of Aug, 2017.

Kerry Harrington
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires
2-10-2018

_____
Notary Public, State of Texas

2-10-18
_____
My Commission Expires

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Exhibit "A"

A-1 Document Inspection and Copying Policy

A-2 Document Retention Policy

A-3 Alternative Payment Plan Policy

A-4 Email Registration Policy

A-5 Standby Electric Generator Policy

A-6 Flag Display Guidelines

A-7 Rainwater Collection Device Guidelines

A-8 Religious Display Guidelines

A-9 Roofing Materials Guidelines

A-10 Solar Energy Device Guidelines

A-11 Xeriscaping Guidelines

VILLAGES OF STAR TRAIL HOMEOWNERS ASSOCIATION, INC.

DOCUMENT INSPECTION AND COPYING POLICY

WHEREAS, pursuant to Section 209.005(i) of the Texas Property Code, the Board of Directors of Villages of Star Trail Homeowners Association, Inc. (the "Association") is required to adopt a records production and copying policy that prescribes the costs the Association will charge for the compilation, production and reproduction of the Association's books and records.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following procedures and practices are established for the compilation, production and reproduction of the Association's books and records, and the same are to be known as the "Document Inspection and Copying Policy" of the Association (hereinafter the "Policy").

1. Purpose. The purpose of this Policy is to establish orderly procedures for the levying of fees and to notify owners of the costs to be incurred associated with the compilation, production and reproduction of the Association's books and records in response to an owner's request to inspect the Association's records.

2. Records Defined. The Association's books and records available for inspection and copying by owners are those records designated by Section 209.005 of the Texas Property Code. Pursuant to Section 209.005(d) of the Texas Property Code, an attorney's files relating to the Association, excluding invoices, are not records of the Association, are not subject to inspection by owners, or production in a legal proceeding. Further, pursuant to Section 209.005(k), the Association is not required to release or allow inspection of any books and records relating to an employee of the Association, including personnel files, or any books and records that identify the violation history of an individual owner, an owner's financial information, including records of payment or nonpayment of amounts due the Association, an owner's contact information (other than the owner's address) absent the express written approval of the owner whose information is the subject of the request or a court order requiring disclosure of such information.

3. Individuals Authorized to Inspect Association's Records. Every owner of a lot in the Association is entitled to inspect and copy the Association's books and records in compliance with the procedures set forth in this Policy. An owner may submit a designation in writing, signed by the owner, specifying such other individuals who are authorized to inspect the Association's books and records as the owner's agent, attorney, or certified public accountant. The owner and/or the owner's designated representative are referred to herein as the "Requesting Party."

4. Requests for Inspection or Copying. The Requesting Party seeking to inspect or copy the Association's books and records must submit a written request via certified mail to the Association at the mailing address of the Association or its managing agent as reflected on the

EXHIBIT
A-1

Association's current management certificate. This address is subject to change upon notice to the owners, but the Association's current mailing address as of the adoption of this policy is:

Villages of Star Trail Homeowners Association, Inc.
c/o CMA, Inc.
1800 Preston Park Boulevard, Suite 101
Plano, Texas 75093

The request must contain sufficient detail describing the requested Association's books and records, including pertinent dates, time periods or subjects sought to be inspected. The request must also specify whether the Requesting Party seeks to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records to the Requesting Party.

5. Inspection Response. If the Requesting Party elects to inspect the Association's books and records, the Association shall notify the Requesting Party within ten (10) business days after receiving the Requesting Party's request of the dates during normal business hours that the Requesting Party may inspect the requested books and records (the "Inspection Notice").

If the Association is unable to produce the requested books and records by the 10th business day after the date the Association receives the request, the Association must provide written notice to the Requesting Party (the "Inspection Delay Letter") that (1) the Association is unable to produce the information by the 10th business day after the date the Association received the request, and (2) state a date by which the information will be either sent or available for inspection that is not later than fifteen (15) days after the date of the Inspection Delay Letter.

6. Inspection Procedure. Any inspection shall take place at a mutually-agreed upon time during normal business hours. All inspections shall take place at the office of the Association's management company or such other location as the Association designates. No Requesting Party or other individual shall remove original records from the location where the inspection is taking place, nor alter the records in any way. All individuals inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association's or management company's office or the operation of any other office where the inspection or copying is taking place.

At such inspection, the Requesting Party may identify such books and records for the Association to copy and forward to the Requesting Party. The Association may produce all requested books and records in hard copy, electronic, or other format reasonably available to the Association.

7. Costs Associated with Compilation, Production and Reproduction. The costs associated with compiling, producing and reproducing the Association's books and records in response to a request to inspect or copy documents shall be as follows:

(a) Copy charges.

(1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is $0.10 per page or part of a page. Each side that contains recorded information is considered a page.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

(A) Diskette--$ 1.00;

(B) Magnetic tape--actual cost

(C) Data cartridge--actual cost;

(D) Tape cartridge--actual cost;

(E) Rewritable CD (CD-RW)--$ 1.00;

(F) Non-rewritable CD (CD-R)--$ 1.00;

(G) Digital video disc (DVD)--$ 3.00;

(H) JAZ drive--actual cost;

(I) Other electronic media--actual cost;

(J) VHS video cassette--$ 2.50;

(K) Audio cassette--$ 1.00;

(L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper)--$0.50;

(M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic)--actual cost.

(b) Labor charge for locating, compiling, manipulating data, and reproducing information.

(1) The charge for labor costs incurred in processing a request for information is $15.00 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) When confidential information is mixed with non-confidential information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the information. A labor charge shall not be made for redacting confidential information for requests of fifty (50) or fewer pages.

(3) If the charge for providing a copy of information includes costs of labor, the Requesting Party may require that the Association provide a written statement as to the amount of time that was required to produce

and provide the copy, signed by an officer of the Association. A charge may not be imposed for providing the written statement to the requestor.

(c) Overhead charge.

(1) Whenever any labor charge is applicable to a request, the Association may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Association chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges.

(2) An overhead charge shall not be made for requests for copies of fifty (50) or fewer pages of standard paper records.

(3) The overhead charge shall be computed at twenty percent (20%) of the charge made to cover any labor costs associated with a particular request (example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $15.00 x .20 = $ 3.00).

(d) Postal and shipping charges. The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the Requesting Party.

8. Payment. Upon receipt of a request to inspect and/or copy documents, the Association may require the Requesting Party to pay the estimated costs associated with production and copying in advance. If the estimated cost of compilation, production and reproduction is different from the actual cost, the Association shall submit a final invoice to the owner on or before the 30th business day after the Association has produced and/or delivered the requested information. If the actual cost is greater than the estimated amount, the owner must pay the difference to the Association within thirty (30) business days after the date the invoice is sent to the owner, or the Association will add such additional charges as an assessment against the owner's property in the Association. If the actual cost is less than the estimated amount, the Association shall issue a refund to the owner within thirty (30) business days after the date the invoice is sent to the owner.

9. Definitions. The definitions contained in the governing documents are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that this Document Inspection and Copying Policy is effective as of February 5, 2016, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on December 5th, 2016, and has not been modified, rescinded or revoked.

DATE: July 14, 2017

Secretary

F/2015LegislativePolicies/STARTRAIL/DocumentInspection

VILLAGES OF STAR TRAIL HOMEOWNERS ASSOCIATION, INC.

DOCUMENT RETENTION POLICY

WHEREAS, pursuant to Section 209.005(m) of the Texas Property Code, the Board of Directors of Villages of Star Trail Homeowners Association, Inc. (the "Association") is required to adopt a document retention policy for the Association's books and records.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following procedures and practices are established for the maintenance and retention of the Association's books, records and related documents, and the same are to be known as the "Document Retention Policy" of the Association.

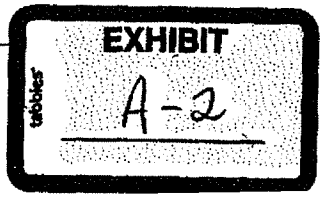
1. Purpose. The purpose of this Document Retention Policy is to ensure that the necessary records and documents of the Association are adequately protected and maintained.

2. Administration. The Association is in charge of the administration of this Document Retention Policy and the implementation of processes and procedures to ensure that the Records Retention Schedule attached as Exhibit "A" is followed. The Board is authorized to make modifications to this Records Retention Schedule from time to time to ensure that it is in compliance with local, state and federal laws and that the schedule includes the appropriate document and record categories for the Association.

3. Suspension of Record Disposal in Event of Litigation or Claims. In the event the Association is served with any subpoena or request for documents or the Association becomes aware of a governmental investigation or audit concerning the Association or the commencement of any litigation against or concerning the Association, all documents relating or pertaining to such investigation, claim or litigation shall be retained indefinitely, and any further disposal of documents shall be suspended and shall not be reinstated until conclusion of the investigation or lawsuit, or until such time as the Board, with the advice of legal counsel, determines otherwise.

4. Applicability. This Document Retention Policy applies to all physical records generated in the course of the Association's operation, including both original documents and reproductions. It also applies to electronic copies of documents. Any electronic files that fall under the scope of one of the document types on the Records Retention Schedule below will be maintained for the appropriate amount of time. Documents that are not listed on Exhibit "A", but are substantially similar to those listed in the Records Retention Schedule, should be retained for a similar length of time.

5. Definitions. The definitions contained in the Declaration of Covenants, Conditions and Restrictions for Villages of Star Trail and the Bylaws of Villages of Star Trail Homeowners Association,, Inc. are hereby incorporated herein by reference.



IT IS FURTHER RESOLVED that this Document Retention Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on December 21, 2016, and has not been modified, rescinded or revoked.

DATE: July 14, 2017

Secretary

F/2015LegislativePolicies/StarTrail/Document Retention

EXHIBIT A – RECORD RETENTION SCHEDULE

A. GOVERNING DOCUMENTS

All copies of governing documents including, but not limited to, the Declaration of Covenants, Conditions, and Restrictions for Villages of Star Trail (the "Declaration"), the Bylaws of Villages of Star Trail Homeowners Association, Inc. (the "Bylaws"), the Certificate of Formation of Villages of Star Trail Homeowners Association Inc. (the "Certificate"), architectural review guidelines, any rules, regulations or resolutions of the Board of Directors, and any amendments and supplements thereto	Permanently

B. FINANCIAL RECORDS

Financial records, including each year's budget, tax returns, audits of the Association's financial books and records, copies of all bills paid by the Association or to be paid, the Association's checkbooks and check registers	7 years

C. RECORDS OF OWNERS' ACCOUNTS

Owners' account records, including assessment account ledgers, architectural review records, violation records, records of fines and any disputes from the owner	5 years

D. CONTRACTS

Copies of the final, executed contracts with a term of 1 year or more entered into by the Association (and any related correspondence, including any proposal that resulted in the contract and all other supportive documentation)	4 years after expiration or termination

E. MEETING MINUTES

Minutes of Annual and Special Meetings of the Members, minutes of Board meetings, and minutes of committee meetings (if any)	7 years

VILLAGES OF STAR TRAIL HOMEOWNERS ASSOCIATION, INC.

ALTERNATIVE PAYMENT PLAN POLICY

WHEREAS, pursuant to Section 209.0062 of the Texas Property Code, the Board of Directors of Villages of Star Trail Homeowners Association, Inc. (the "Association") is required to adopt reasonable guidelines regarding an alternate payment schedule in which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following guidelines and procedures are established for the establishment of an alternate payment schedule, and the same are to be known as the "Alternate Payment Plan Policy" of the Association (hereinafter the "Policy").

1. Purpose. The purpose of this Policy is to assist Owners in remedying delinquencies and remaining current on the payment of amounts owed to the Association by establishing orderly procedures by which Owners may make partial payments to the Association for amounts owed without accruing additional penalties.

2. Eligibility. To be eligible for a payment plan pursuant to the Association's alternate payment plan schedule, an Owner must meet the following criteria:

a) The Owner must currently be delinquent in the payment of regular assessments, special assessments, or any other amounts owed to the Association;

b) The Owner must not have defaulted on a prior payment plan within two years of the new payment plan;

c) The 30-day time period set forth in the initial letter which informs the owner of the availability of a payment plan has not yet expired;

d) The Owner has not entered into a payment plan with the Association within the previous 12 months; and

e) The Owner submits a signed payment plan as defined below, along with the Owner's initial payment to the address designated by the Association for correspondence.

3. Payment Plan Schedule/Guidelines. The Association hereby adopts the following alternate payment guidelines and makes the following payment plan schedule available to owners in order to make partial payments for delinquent amounts owed:

EXHIBIT
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a) Requirements of Payment Plan Request. Within 30 days of the date of the initial letter which informs the owner of the availability of a payment plan, an owner must submit a signed acceptance of the payment plan schedule described below to the Association.

b) Term. The term of the payment plan or schedule is six (6) months and the Owner must make an initial payment of at least ten percent (10%) of the total amount owed and remaining payments in equal monthly installments.

c) Date of Partial Payments under Plan. The Owner must submit the first monthly installment payment under the plan contemporaneously with submission of the Owner's payment plan agreement which must be signed by the Owner. The Owner must make all additional monthly installments under the payment plan so that the payments are received by the Association no later than the first (1st) day of each month unless otherwise specified in the payment plan agreement. The Owner may pay off, in full, the balance under the payment plan at any time. All payments must be received by the Association at the Association's designated mailing address or lock box for all payments. Payments shall be made in the manner specified in the payment plan agreement, and may include auto draft electronic bill payment, by check or certified funds, or by credit card (to the extent the Association is set up to receive payment by credit card).

d) Correspondence. Any correspondence to the Association regarding the amount owed, the payment plan, or such similar correspondence must be sent to the address designated by the Association for correspondence. Such correspondence shall not be included with an Owner's payment.

e) Amounts Coming Due During Plan. Owners are responsible for remaining current on all assessments and other charges coming due during the duration of the Owner's payment plan and must, therefore, timely submit payment to the Association for any amounts coming due during the duration of the Owner's payment plan.

f) Additional Charges. An Owner's balance owed to the Association shall not accrue late fees or other monetary penalties (except interest) while such Owner is in compliance with a payment plan under the Association's alternate payment plan schedule. Owners in a payment plan are responsible for reasonable costs associated with administering the plan, and for interest on the unpaid balance, calculated at the highest rate allowed by the governing documents or by law. The costs of administering the plan and interest shall be included in calculating the total amount owed under the payment plan and will be included in the payment obligation. The costs of administering the payment plan may include a reasonable charge for preparation and creation of the plan, as well as a monthly monitoring fee of no less than $5.00 per month.

g) Other Payment Arrangements. At the discretion of the Board of Directors, and only for good cause demonstrated by an owner, the Association may accept payment arrangements offered by owners which are different from the above-cited guidelines, provided that the term of payments is no less than three (3) months. The Association's acceptance of payment arrangements that are different from the approved payment plan schedule/guidelines hereunder shall not be construed as a waiver of these guidelines nor authorize an owner to be granted a payment plan which differs from the one herein provided.

4. Default. If an Owner fails to timely submit payment in full of any installment payment (which installment payment must include the principal owed, the administration fees assessed to the plan and interest charges), or fails to timely pay any amount coming due during the duration of the plan, the Owner will be in default. If an Owner defaults under a payment plan, the Association may proceed with collection activity without further notice. If the Association elects to provide a notice of default, the Owner will be responsible for all fees and costs associated with the drafting and sending of such notice. In addition, the Owner is hereby on notice that he/she will be responsible for any and all costs, including attorney's fees, of any additional collection action which the Association pursues.

5. Board Discretion. Any Owner who is not eligible for a payment plan under the Association's alternate payment plan schedule may submit a written request to the Board for the Association to grant the Owner an alternate payment plan. Any such request must be directed to the person or entity currently handling the collection of the Owner's debt (i.e. the Association's management company or the Association's attorney). The decision to grant or deny an alternate payment plan, and the terms and conditions for any such plan, will be at the sole discretion of the Association's Board of Directors.

6. Definitions. The definitions contained in the Declaration of Covenants, Conditions and Restrictions for Villages of Star Trail and the Bylaws of Villages of Star Trail Homeowners Association, Inc. are hereby incorporated herein by reference.

7. Severability and Legal Interpretation. In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Policy shall be enforced as if such provision did not exist. Furthermore, the purpose of this policy is to satisfy the legal requirements of Section 209.0062 of the Texas Property Code. In the event that any provision of this Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law.

IT IS FURTHER RESOLVED that this Alternate Payment Plan Policy is effective on February 5, 2016, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on December 5th, 2016, and has not been modified, rescinded or revoked.

DATE: July 14, 2017

Secretary

F/2015LegislativePolicies/StarTrail/PaymentPlan

VILLAGES OF STAR TRAIL HOMEOWNERS ASSOCIATION, INC.

EMAIL REGISTRATION POLICY

WHEREAS, pursuant to Section 209.0051(e) of the Texas Property Code, the Board of Directors of Villages of Star Trail Homeowners Association, Inc. (the "Association") is permitted to send notice of Board meetings to the members via e-mail to each owner who has registered an e-mail address with the Association; and

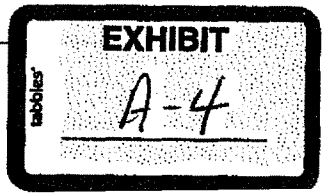
WHEREAS, pursuant to Section 209.0051(f) of the Texas Property Code, it is an owner's duty to keep an updated e-mail address registered with the Association.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, the following procedures and practices are established for the registration of e-mail addresses with the Association, and the same are to be known as the "Email Registration Policy" of the Association.

1. Purpose. The purpose of this Email Registration Policy is to ensure that each owner receives proper notice of regular and special Board meetings of the Association pursuant to Section 209.0051(e) of the Texas Property Code. This Email Registration Policy is also intended to provide the Association with a method to verify the identity of owners who cast electronic ballots in elections via e-mail or posting on an Internet website.

2. Registration. Each owner must register an e-mail address with the Association, and must keep his or her registered e-mail address up-to-date and accurate. An owner may register his or her e-mail address by submitting a request to register or change his or her e-mail address to the Association's property manager via e-mail, mail, or facsimile. Alternatively, the Association may allow an owner to register his or her e-mail address through a form on the Association's website, if any. The Association shall have up to seven (7) business days from submission of an e-mail address to update its records. To be effective, the initial registration or any update thereto must state that it is for the express purpose of registering or updating the owner's e-mail address. The mere delivery of an e-mail or other correspondence to the Association, or a director, officer, agent or attorney thereof, is not is not sufficient to register or update an email address with the Association. Notwithstanding the foregoing, the Association may correspond to an owner at any e-mail address which the owner has provided to the Association unless the owner has specifically instructed the Association not to communicate with the owner at such e-mail address.

3. Failure to Register. In the event an owner fails to register an accurate e-mail address with the Association, the owner may not receive e-mail notification of regular and special Board meetings. Also, the Association may not be able to verify the owner's identity for purposes of electronic voting. If an owner fails to register an e-mail address with the Association or submits an electronic ballot from an e-mail address other than the e-mail address registered with the Association, such owner's electronic ballot may not be counted. The Association may demand that an owner provide an e-mail address to the Association but the Association has no obligation to actively seek out a current e-mail address for an owner. In addition, the



Association has no obligation to investigate or obtain an updated e-mail address for owners whose current registered e-mail address is returning an e-mail delivery failure message/ undeliverable message.

4. Definitions. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that this Email Registration Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on December 5th, 2016, and has not been modified, rescinded or revoked.

DATE: July 14 2017

Secretary

F/2015LegislativePolicies\STARTRAIL\EmailRegistration

VILLAGES OF STAR TRAIL HOMEOWNERS ASSOCIATION, INC.

STANDBY ELECTRIC GENERATOR POLICY

WHEREAS, the Texas Legislature passed House Bill 939 which amends Chapter 202 of the Texas Property Code by adding Section 202.019 which precludes associations from adopting or enforcing a complete prohibition on standby electric generators; and

WHEREAS, pursuant to Section 202.019 of the Texas Property Code, the Board of Directors of Villages of Star Trail Homeowners Association, Inc. (the "Association") is permitted to adopt certain limitations on standby electric generators.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.019 of the Texas Property Code, the Board of Directors hereby repeals any and all prior restrictions on standby electric generators contained in any governing document of the Association which are inconsistent with the new law, and adopts the following guidelines to govern standby electric generators.

A. An owner may not install or maintain a standby electric generator, including all electrical, plumbing and fuel lines, on his or her lot that:

1. does not comply with manufacturer's specifications and applicable health, safety, electrical and building codes;
2. is not installed by a licensed contractor;
3. does not comply with the rules and standards of the Railroad Commission of Texas or other applicable codes;
4. does not comply with applicable municipal zoning ordinances and codes;
5. is not maintained in good condition;
6. is deteriorated or unsafe;
7. is not screened from public view if it is (i) visible from the street faced by the dwelling; (ii) located in an unfenced side or rear yard and is visible either from an adjoining residence or from adjoining property owned by the Association; or (iii) located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the Association;
8. is used for the purpose of generating all or substantially all of the electric power to a residence, except when utility-generated electricity is not available or is intermittent due to causes other than nonpayment of utility bills;
9. is located on property owned or maintained by the Association;
10. is located on property owned in common by the members of the Association;
11. is located in an area on the owner's property other than in a fenced yard or patio owned and maintained by the owner, unless locating the standby electric generator in the owner's fenced yard or patio would (i) increase the cost of

EXHIBIT
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installing the standby electric generator by more than 10 percent; or (ii) increase the cost of installing and connecting the electrical and fuel lines by more than 20 percent; or

12. is installed without prior approval by the Association or by a committee created in a dedicatory instrument for such purposes.

B. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that this Standby Electric Generator Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on December 6th, 2016, and has not been modified, rescinded or revoked.

DATE July 14, 2017

Secretary

F/2015LegislativePolicies/StarTrail/ElectricGenerator

VILLAGES OF STAR TRAIL HOMEOWNERS ASSOCIATION, INC.

FLAG DISPLAY POLICY

WHEREAS, the Texas Legislature passed House Bill 2779 which amends Chapter 202 of the Texas Property Code by adding Section 202.011 which precludes associations from adopting or enforcing a prohibition or restriction on certain flag displays; and

WHEREAS, pursuant to Section 202.011 of the Texas Property Code, the Board of Directors of Villages of Star Trail Homeowners Association, Inc. (the "Association") is permitted to adopt specific limitations on certain flag displays.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.011 of the Texas Property Code, the Board of Directors of Association adopts the following guidelines for flag displays.

A. An owner or resident may display:

1. the flag of the United States of America;
2. the flag of the State of Texas; or
3. an official or replica flag of any branch of the United States armed forces.

B. An owner may only display a flag in A. above if such display meets the following criteria:

1. a flag of the United States must be displayed in accordance with 4 U.S. C. Sections 5-10;
2. a flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
3. a flagpole attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;
4. the display of a flag or the location and construction of the supporting flagpole must comply with applicable zoning ordinances, easements and setbacks of record;
5. a displayed flag and the flagpole on which it is flown must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;

C. The Association hereby adopts the following additional restrictions on the display of flags on an owner's lot:

1. an owner may not install a flagpole which is greater than twenty feet (20') in height;
2. an owner may not install more than one flagpole on the owner's property;
3. any flag displayed must not be greater than 3' x 5' in size;

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4. an owner may not install lights to illuminate a displayed flag which, due to their size, location or intensity, constitute a nuisance;

5. an owner may not locate a displayed flag or flagpole on property that is:

   (a) owned or maintained by the Association; or

   (b) owned in common by the members of the Association.

D. Prior to erecting or installing a flag and/or flag pole, an owner must first submit plans and specifications to and receive the written approval of the Board or architectural control/review committee. The plans and specifications must show the proposed location, material, size and type of such flag and flagpole (and all parts thereof, including any lights to illuminate a displayed flag).

E. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that this Flag Display Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on December 5th, 2016, and has not been modified, rescinded or revoked.

DATE: July 14, 2017

Dena Compton Duvall
Secretary

F/2015LegislativePolicies\STARTRAIL\FlagDisplay

VILLAGES OF STAR TRAIL HOMEOWNERS ASSOCIATION, INC.

RAINWATER COLLECTION DEVICE POLICY

WHEREAS, the Texas Legislature passed House Bill 3391 which amends Section 202.007(d) of the Texas Property Code which precludes associations from adopting or enforcing certain prohibitions or restrictions on rain barrels and rainwater harvesting systems; and

WHEREAS, pursuant to Section 202.007(d) of the Texas Property Code, the Board of Directors of Villages of Star Trail Homeowners Association, Inc. (the "Association") is permitted to adopt specific limitations on rain barrels and rainwater harvesting systems.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.007(d) of the Texas Property Code, the Board of Directors of Association adopts the following guidelines for rain barrels and rainwater harvesting systems.

A. An owner may not install a rain barrel or rainwater harvesting system if:

1. such device is to be installed in or on property:

   (a) owned by the Association;

   (b) owned in common by the members of the Association; or

   (c) located between the front of the owner's home and an adjoining or adjacent street; or

2. the barrel or system:

   (a) is of a color other than a color consistent with the color scheme of the owner's home; or

   (b) displays any language or other content that is not typically displayed by such a barrel or system as it is manufactured.

B. The Association may regulate the size, type, and shielding of, and the materials used in the construction of, a rain barrel, rainwater harvesting device, or other appurtenance that is located on the side of a house or at any other location that is visible from a street, another lot, or a common area if:

1. the restriction does not prohibit the economic installation of the device or appurtenance on the owner's property; and

2. there is a reasonably sufficient area on the owner's property in which to install the device or appurtenance.

C. In order to enforce these regulations, an owner must receive written approval from the Board or the architectural control or review committee (if one exists) prior to installing any rain barrel or rainwater harvesting system. Accordingly, prior to installation, an owner must submit plans and specifications to and receive the written approval of the Board or architectural control/review committee. The plans and specifications must show the proposed location, color, material, shielding devices, size and type of such system or

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device (and all parts thereof). The plans should also identify whether the device or any part thereof will be visible from any street, other lot or common area.

D. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

E. In the event of any conflict between the new law cited above and any restrictions contained in any governing document of the Association, including design guidelines, policies and the Declaration, the new law and this Rainwater Collection Device Policy control.

IT IS FURTHER RESOLVED that this Rainwater Collection Device Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on December 5th, 2016, and has not been modified, rescinded or revoked.

DATE: July 14, 2017

Secretary

F/2011LegislativePolicies/STARTRAIL/Rainwater

VILLAGES OF STAR TRAIL HOMEOWNERS ASSOCIATION, INC.

RELIGIOUS ITEM DISPLAY POLICY

WHEREAS, the Texas Legislature passed House Bill 1278 which amends Chapter 202 of the Texas Property Code by adding Section 202.018 which precludes associations from adopting or enforcing a restrictive covenant which governs an owner's or resident's right to display or affix on the entry to the owner's or resident's dwelling one or more religious items the display of which is motivated by the owner's or resident's sincere religious belief; and

WHEREAS, pursuant to Section 202.018(b) of the Texas Property Code, the Board of Directors of Villages of Star Trail Homeowners Association, Inc. (the "Association") is permitted to adopt certain limitations on the display of religious items.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.018 of the Texas Property Code, the Board of Directors of Association adopts the following guidelines to govern the display of religious symbols.

A. An owner or resident may not display or affix a religious item on the entry to the owner or resident's dwelling which:

   1. threatens the public health or safety;
   2. violates a law;
   3. contains language, graphics, or any display that is patently offensive to a passerby;
   4. is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling; or
   5. individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size of greater than 25 square inches;

B. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

C. In the event of any conflict between Section 202.018(b) of the Texas Property Code and any restrictions contained in any governing document of the Association, including design guidelines, policies and the Declaration, Section 202.018(b) and this Religious Item Display Policy controls.

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tabbies
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IT IS FURTHER RESOLVED that this Religious Item Display Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on December 5th, 2016, and has not been modified, rescinded or revoked.

DATE: July 14, 2017

Secretary

F/2011LegislativePolicies/Villages of Star Trail/ReligiousItem

VILLAGES OF STAR TRAIL HOMEOWNERS ASSOCIATION, INC.

ROOFING MATERIALS POLICY

WHEREAS, the Texas Legislature passed House Bill 362 which amends Chapter 202 of the Texas Property Code by adding Section 202.011 which precludes associations from adopting or enforcing a prohibition or restriction on certain roofing materials; and

WHEREAS, pursuant to Section 202.011 of the Texas Property Code, the Board of Directors of Villages of Star Trail Homeowners Association, Inc. (the "Association") is permitted to adopt specific limitations on certain roofing materials.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.011 of the Texas Property Code, the Board of Directors of Association adopts the following guidelines for certain roofing materials.

A. The Association shall not prohibit an owner who is otherwise authorized to install shingles on the roof of the owner's property from installing shingles that:

   1. are designed to:

      (a) be wind and hail resistant;

      (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles;

      (c) provide solar generation capabilities; and

   2. when installed:

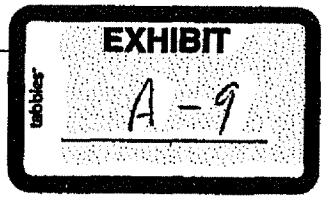
      (a) resemble the shingles used or otherwise authorized for use on property in the subdivision;

      (b) are more durable than and are of equal or superior quality to the shingles described by subsection (a) above; and

      (c) match the aesthetics of the property surrounding the owner's property.

B. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

C. In the event of any conflict between these provisions and any roofing material restrictions contained in any governing document of the Association, including design guidelines, policies and the Declaration, this Roofing Materials Policy controls.



IT IS FURTHER RESOLVED that this Roofing Materials Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on December 1, 2016, and has not been modified, rescinded or revoked.

DATE: July 14, 2017

Secretary

VILLAGES OF STAR TRAIL HOMEOWNERS ASSOCIATION INC.

SOLAR ENERGY DEVICE POLICY

WHEREAS, the Texas Legislature passed House Bill 362 which amends Chapter 202 of the Texas Property Code by adding Section 202.010 which precludes associations from adopting or enforcing a complete prohibition on solar energy devices; and

WHEREAS, pursuant to Section 202.010 of the Texas Property Code, the Board of Directors of Villages of Star Trail Homeowners Association Inc. (the "Association") is permitted to adopt certain limitations on solar energy devices.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.010 of the Texas Property Code, the Board of Directors hereby repeals any and all prior restrictions on solar energy devices contained in any governing document of the Association which are inconsistent with the new law, and adopts the following guidelines to govern solar energy devices.

A. An owner may not install a solar energy device that:

1. as adjudicated by a court:
   a. threatens the public health or safety; or
   b. violates a law;
2. is located on property owned or maintained by the Association;
3. is located on property owned in common by the members of the Association;
4. is located in an area on the owner's property other than:
   a. on the roof of the home or of another structure allowed under a dedicatory instrument; or
   b. in a fenced yard or patio owned and maintained by the owner;
5. if mounted on the roof of the home:
   a. extends higher than or beyond the roofline;
   b. is located in an area other than an area designated by the Association, unless the alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the device if located in an area designated by the Association;
   c. does not conform to the slope of the roof and has a top edge that is not parallel to the roofline; or

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d. has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace;

6. if located in a fenced yard or patio, is taller than the fence line;

7. as installed, voids material warranties; or

8. was installed without prior approval by the Association or by a committee created in a dedicatory instrument for such purposes that provides decisions within a reasonable period or within a period specified in the dedicatory instrument.

B. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that this Solar Energy Device Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on December 5th, 2016, and has not been modified, rescinded or revoked.

DATE: July 14, 2017

Secretary

VILLAGES OF STAR TRAIL HOMEOWNERS ASSOCIATION INC.

XERISCAPING GUIDELINES

WHEREAS, Section 202.007(a) of the Texas Property Code precludes associations from adopting or enforcing certain prohibitions or restrictions on using drought-resistant landscaping or water-conserving natural turf; and

WHEREAS, pursuant to Section 202.007(d) of the Texas Property Code, the Board of Directors of Villages of Star Trail Homeowners Association Inc. (the "Association") is permitted to adopt specific limitations and requirements relating to landscaping and xeriscaping.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.007 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for landscaping and xeriscaping.

A. Owners must receive written approval from the Board or the architectural committee (if one exists) prior to planting any drought-resistant landscaping or water-conserving natural turf. Accordingly, prior to such modification, an owner must submit plans and specifications to and receive the written approval of the Board or architectural committee, if one exists. The plans and specifications must show the proposed location and plant material to be installed.

   1. The Association will not unreasonably deny or withhold approval of such modification.

   2. In reviewing the plans, the Association may consider the harmony of the modification in light of the appearance of other property in the community, but will not unreasonably determine that the proposed installation is aesthetically incompatible with other landscaping in the community.

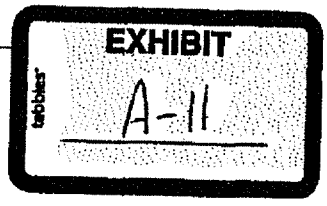
B. Owners may install drought-resistant landscaping and water-conserving natural turf. However, any artificial grass or other synthetic landscaping material is prohibited (i.e. "AstroTurf").

C. An owner may not install gravel, rocks or cacti on any portion of the owner's Lot which is visible from any public space, Common Area or any adjoining Lot without prior approval of the Board or the Association's architectural committee, if one exists.

D. The Association may restrict the type of turf used by an owner in the planting of new turf to encourage or require water-conserving turf.

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

F. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.



G. In the event of any conflict between the new law cited above and any restrictions contained in any governing document of the Association, including design guidelines, policies and the Declaration, the new law and these Xeriscaping Guidelines control.

IT IS FURTHER RESOLVED that these Xeriscaping Guidelines is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on December 5th, 2016, and has not been modified, rescinded or revoked.

DATE: July 14, 2017

Secretary

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Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
09/01/2017 11:33:49 AM
$150.00 DFOSTER
20170901001180190

Stacey Kemp

FIRST SUPPLEMENT TO THE NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR VILLAGES OF STAR TRAIL

[Assessment Collection Policy, Covenant Enforcement and Fining Policy & Leasing and Occupancy Rules]

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

THIS FIRST SUPPLEMENT TO THE NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR VILLAGES OF STAR TRAIL (this "First Supplement") is made this 24th day of July, 2018, by Blue Star Allen Land, L.P. ("Declarant").

WITNESSETH:

WHEREAS, Declarant recorded that certain Declaration of Covenants, Restrictions and Easements for Villages of Star Trail on or about December 7, 2016, as Instrument No. 20161207001660140 of the Real Property Records of Collin County, Texas, as amended and supplemented (the "Declaration"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development subject to the Declaration, which development is more particularly described in the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the development is located; and

WHEREAS, on or about September 1, 2017, the Association filed a Notice of Filing of Dedicatory Instruments for Villages of Star Trail as Document No. 20170901001180190 of the Real Property Records of Collin County, Texas (the "Notice"); and

WHEREAS, the Association desires to supplement the Notice record the dedicatory instruments attached hereto as **Exhibit "A"**.

NOW, THEREFORE, the dedicatory instruments attached hereto as **Exhibit "A"** are true and correct copies of the originals and are hereby filed of record in the Real Property Records of Collin County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, Declarant has caused this Notice to be executed by its duly authorized agent as of the date first above written.

BLUE STAR ALLEN LAND, L.P.,
a Texas limited partnership

By: **BLUE STAR INVESTMENTS, INC.,**
a Texas corporation, its General Partner

By: _____
Joe Hickman, Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Joe Hickman, Vice President of Blue Star Investments, Inc., a Texas corporation, General partner of Blue Star Allen Land, L.P., a Texas limited partnership, 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 on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 27th day of July, 2018.

Kerry Harrington
NOTARY PUBLIC, STATE OF TEXAS
My Comm. Exp. 02-10-2022
Notary ID# 1101256-6

_____
Notary Public, State of Texas

2-10-22
My Commission Expires

P:\RWBWP\G Directory (Association Documents)\Notice.ded\Villages of Star Trail - 1st Supp NOF.docx

Exhibit "A"

A-1 Assessment Collection Policy

A-2 Covenant Enforcement and Fining Policy

A-3 Leasing and Occupancy Rules

VILLAGES OF STAR TRAIL HOMEOWNERS ASSOCIATION, INC.

ASSESSMENT COLLECTION POLICY

WHEREAS, the Villages of Star Trail Homeowners Association, Inc. (the "**Association**") has authority pursuant to Article IX of the Declaration of Covenants, Conditions and Restrictions for Villages of Star Trail (the "**Declaration**") to levy assessments against Owners of Lots located within the Villages of Star Trail, a planned community located in Collin and Denton County, Texas (the "**Development**"); and

WHEREAS, in order to facilitate the timely collection of assessments and other amounts owed by Owners, and in order to comply with the Declaration and state law regarding the collection of unpaid amounts, the Board desires to establish certain procedures for the collection of assessments that remain unpaid beyond the prescribed due dates.

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the collection of assessments owing and to become owing by Owners in the Development and the same are to be known as the "Assessment Collection Policy" ("**Policy**") for the Association:

1. Generally. The steps and procedures contained in this Policy serve as a general outline of the Association's collection process. The Association is not bound to follow these exact procedures in every collection matter except as required by the Declaration and the laws that govern collection of assessments. The procedures below are not intended to constitute a prerequisite or condition precedent to the Association's legal ability to collect unpaid assessments and other amounts except as required by the Declaration or law.

2. Delegation to Management. To facilitate cost-effective and timely collection of all amounts owed by owners, including but not limited to assessments, dues, charges and/or related costs, the Association may delegate to management those duties determined by the Board in its sole discretion to be necessary to assist collection efforts.

3. Ownership Interests. As used herein, the term "**Delinquent Owner**" refers to that person who held title to a Lot on the date an assessment became due. As used herein, the term "**Current Owner**" refers to that person who then holds title to a Lot. Unless expressly denoted otherwise, the "**Owner**" of a Lot refers to the Delinquent Owner or the Current Owner or both, as may be appropriate under the circumstances in question.

4. Due Dates. Pursuant to Article IV of the Declaration, the assessments shall be paid in such manner and on such dates as may be fixed by the Board. Currently, the Base Assessment is due and payable in advance on the first day of January, April, July and October of each year. The due date for a Special Assessment or Specific Assessment is the date stated in the notice of assessment or, if no date is stated, within ten (10) days after the notice of the assessment is given. The due date for any assessment shall be collectively referred to in this Policy as the "**Due Date**". Any assessment which is not paid in full by the fifteenth (15th) day of January, April, July and October is delinquent (the "**Delinquency Date**") and shall be assessed late fees, handling charges and interest as provided in Paragraphs 7, 8 and 9 below.

EXHIBIT

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5. Written Notice of Default. The Association and/or its managing agent may send various notification letters to a Delinquent Owner regarding a delinquency. Prior to sending a delinquent account to the Association's legal counsel for collection, the Association will send written notice of default to the Owner via certified mail, return receipt requested (the "**Default Notice**"). The Default Notice shall include the following information: (i) a statement of the total amount owed and a specification of each delinquent amount; (ii) a description of the options the Owner has to avoid having the account turned over to the Association's legal counsel, including the availability of a payment plan; and (iii) a statement that the Owner has a period of at least thirty (30) days to cure the delinquency before further collection action is taken.

6. Payment Plans. Section 209.0062 of the Texas Property Code requires that the Association offer payment plans to owners in certain circumstances. The Board has adopted and recorded an Alternative Payment Plan Policy relating to payment plans and the Association will follow the guidelines and procedures contained therein.

7. Interest. In the event any assessment, or any portion thereof, is not paid in full by the Delinquency Date, interest on the principal amount due may be assessed against the Owner, the rate of said interest to be eighteen percent (18%) per annum, or the maximum amount permitted by Texas law, whichever is less, and shall accrue from the Due Date until paid. Such interest, as and when it accrues hereunder, will become part of the assessment upon which it has accrued and, as such, will be subject to recovery in the manner provided herein for assessments.

8. Late Charges. In the event any assessment, or any portion thereof, is not paid in full by the Delinquency Date, a late charge in the amount of $25.00 may be assessed against the Owner and his or her Lot. The Board may, from time to time, without the necessity of seeking Owner approval, change the amount of the late charge. Such late charge, as and when levied, will become part of the assessment upon which it has been levied and, as such, will be subject to recovery in the manner provided herein for assessments. The Board may, in its sole discretion, waive the collection of any late charge; provided, however, that the waiver of any late charge shall not constitute a waiver of the Board's right to collect any future assessments or late charges.

9. Handling Charges and Return Check Fees. In order to recoup for the Association and/or its managing agent the costs incurred because of the additional administrative expenses associated with collecting delinquent assessments, collection of the following fees and charges are part of this Policy:

a. Any handling charges, administrative fees, collection costs, postage or other expenses incurred by the Association or its managing agent in connection with the collection of any assessment or related amount owing beyond the Delinquency Date for such assessment will become due and owing by the Delinquent Owner.

b. A charge of $25.00 per item will become due and payable for any check tendered to the Association which is dishonored by the drawee of such check, the charge being in addition to any other fee or charge which the Association is entitled to recover from an Owner in connection with collection of assessments owing with respect to such Owner's Lot.

c. Any fee or charge becoming due and payable pursuant to this Paragraph will be added to the amount then outstanding and is collectible to the same extent and in the same manner as the assessment, the delinquency of which gave rise to the incurrence of such charge, fee or expense.

10. Application of Funds Received. All monies received by the Association will be applied to the Owner's delinquency in the following order of priority: (1) any delinquent assessment; (2) any current assessment; (3) any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure; (4) any attorney's fees incurred by the Association that do not fall within category (3); (5) any fines assessed by the Association; and lastly (6) any other amount owed to the Association.

11. Ownership Records. All collection notices and communications will be directed to those persons shown by the records of the Association as being the Owner of a Lot for which assessments are due and will be sent to the most recent address of such Owner solely as reflected by the records of the Association. Any notice or communication directed to a person at an address, in both cases reflected by the records of the Association as being the Owner and address for a given Lot, will be valid and effective for all purposes pursuant to the Declaration and this Policy until such time as there is actual receipt by the Association of written notification from the Owner of any change in the identity or status of such Owner or its address or both.

12. Notification of Owner's Representative. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interests in a Lot have been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Policy will be deemed full and effective for all purposes if given to such representative or agent.

13. Remedies and Legal Actions. If an Owner fails to cure the delinquency within the thirty (30) day period stated in the Default Notice (as provided for above), the Association may, at its discretion and when it chooses, refer the delinquency to legal counsel for the Association. Any attorney's fees and related charges incurred by virtue of legal action taken will become part of the Owner's assessment obligation and may be collected as such as provided herein.

At the direction of Management and/or the Board, legal counsel for the Association may pursue any and all available legal remedies with regard to the delinquencies referred to it including, but not limited to, the following:

a. Notice Letter. As the initial correspondence to a Delinquent Owner, counsel will send a notice letter (the "**Notice Letter**") to the Owner advising the Owner of the Association's claim for all outstanding assessments and related charges, adding to the charges the attorney's fees and costs incurred for counsel's services.

b. Notice of Lien. If an Owner fails to cure the delinquency indicated in the Notice Letter, upon being requested to do so by the Board and/or Management, counsel may

prepare and record in the Real Property Records of Collin County or Denton County, as applicable, a written notice of lien (referred to as the "Notice of Lien") against the Lot. A copy of the Notice of Lien will be sent to the Owner, together with an additional demand for payment in full of all amounts then outstanding.

c. Foreclosure. In the event that the Owner fails to cure the delinquency, the Board may direct legal counsel to pursue foreclosure of the lien. In any foreclosure proceedings, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees.

i. Expedited Foreclosure Pursuant to Rules 735 & 736 of the Texas Rules of Civil Procedure. The Board may decide to foreclose its lien by exercising its power of sale granted by the Declaration. In such event, counsel may commence an expedited foreclosure lawsuit under Rules 735 and 736 of the Texas Rules of Civil Procedure ("**Expedited Foreclosure**"). Upon receipt from the Court of an order authorizing foreclosure of the Lot, counsel may post the Lot for foreclosure at an upcoming foreclosure sale. The Association shall have the power to bid on the Owner's Lot and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. The Association may institute a personal judgment suit against the former Owner for any deficiency resulting from the Association's foreclosure of its assessment lien.

ii. Judicial Foreclosure. The Association may file suit for judicial foreclosure ("**Judicial Foreclosure**") of the assessment lien, which suit may also seek a personal money judgment. Upon receipt from the Court of an order foreclosing the Association's assessment lien against the Lot, the sheriff or constable may post the Lot for sheriff's sale. The Association shall have the power to bid on the Owner's Lot and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

d. Lienholder Notification. In pursuing Expedited Foreclosure or Judicial Foreclosure, the Association shall provide the 61-day notice letter to lienholders pursuant to Section 209.0091 of the Texas Property Code.

e. Lawsuit for Money Judgment. The Association may file suit for a money judgment in any court of competent jurisdiction.

f. Bankruptcy. Upon notification of a petition in bankruptcy, the Association may refer the account to legal counsel.

g. Suspension of Rights to Use Recreational Facilities. If authorized by the Declaration, Bylaws or rules and regulations, the Association may suspend an Owner's privileges to use the Association's recreational facilities.

h. Remedies Not Exclusive. All rights and remedies provided in this Policy and hereinabove are cumulative and not exclusive of any other rights or remedies that may be available to the Association, whether provided by law, equity, the Association's governing documents or otherwise.

14. Lock Boxes. The Association may establish a lock box for the receipt of assessment payments. Payments made to the lock box are deposited in the Association's bank account without regard to communications or other notices enclosed with or stated on the payment. Any notice or communication (including, without limitation, a dispute of the debt) enclosed with or stated on the payment to the lock box will be ineffective and not binding on the Association. Any dispute of an assessment or related charge, any proposed tender of an amount less than the entire amount claimed to be due which is intended to satisfy the Owner's debt in full, or any change in the identity, status or address of an Owner, must be in writing, sent to and received by Management at the address listed on the Association's most recent management certificate.

15. Compromise of Assessment Obligations. In order to expedite the handling of collection of delinquent assessments owed to the Association, the Board may, at any time, compromise or waive the payment of any assessment, interest, late charge, handling charge, collection cost, legal fee or any other applicable charge. The Association may, at its option, notify the Internal Revenue Service of the waiver or forgiveness of any assessment obligation.

16. Severability and Legal Interpretation. In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Policy shall be enforced as if such provision did not exist. Furthermore, in the event that any provision of this Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law. In the event any provision of this Policy conflicts with the Declaration, the Declaration controls. In the event any provision of the Declaration related to collection of assessments conflicts with Chapter 209 of the Texas Property ("**Code**"), the Code controls.

IT IS FURTHER RESOLVED that this Policy replaces and supersedes in all respects all prior policies and resolutions with respect to the collection of assessments by the Association and is effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on July 17, 2018, and has not been modified, rescinded or revoked.

DATE: 7-24-18

Secretary

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VILLAGES OF STAR TRAIL HOMEOWNERS ASSOCIATION, INC.

COVENANT ENFORCEMENT AND FINING POLICY

WHEREAS, Villages of Star Trail Homeowners Association, Inc. (the "**Association**") is authorized to enforce the covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions and Restrictions for Villages of Star Trail (the "**Declaration**"), the Bylaws of Villages of Star Trail Homeowners Association, Inc. (the "**Bylaws**"), and any rules and regulations, guidelines, bulletins, architectural standards, policies, and resolutions of the Association, collectively referred to herein as the "**Governing Documents**;" and

WHEREAS, pursuant to Article IV, Section 4.4 of the Declaration, and Article III, Sections 3.21(i) and 3.26 of the Bylaws, the Association may impose sanctions for violation of the governing documents, including, without limitation, fines, suspension of rights to use common area, exercising self-help, recording a Notice of Violation, levying specific assessments, or taking any other action to abate a violation; and

WHEREAS, in order to comply with the requirements of Sections 209.006 and 209.007 of the Texas Residential Property Owners Protection Act (the "**Act**"), the Board of Directors of the Association desires to promulgate the following rules/policy establishing procedures for the enforcement of the restrictive covenants set forth in the Governing Documents and for the levying of fines against violating owners.

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of the Governing Documents and for the curing of violations of the Governing Documents and the same are to be known as the "Covenant Enforcement and Fining Policy" (to be referred to herein as the "**Enforcement Policy**").

1. Exempted Actions/Remedies. This Enforcement Policy and the procedures herein do not apply if the Association files suit seeking a temporary restraining order or temporary injunctive relief, files suit to collect a regular or special assessment or to foreclose under the Association's lien, or is pursuing a self-help remedy. This Enforcement Policy and the procedures herein do not apply to collection of assessments and related costs and charges.

2. Generally. The steps and procedures contained in this Policy serve as a general outline of the procedures to follow for enforcement of the covenants, conditions, restrictions and rules contained in the Governing Documents; provided, however, that this Enforcement Policy does not apply to collection of assessments and related costs and charges. The Association is not bound to follow the exact procedures in every enforcement matter except as required by the Governing Documents or the Act. The procedures in this Enforcement Policy are not intended to constitute a prerequisite or condition precedent to the Association's ability to pursue a remedy to enforce against any violation or to obtain any legal relief or remedy except as required by the Act.

3. Establishment of Violation. Any condition, use, activity or improvement which does not comply with the provisions of the Governing Documents shall constitute a "**Violation**"

EXHIBIT
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under this Policy for all purposes. A Violation is considered a threat to public health or safety if the Violation could materially affect the physical health or safety of an ordinary resident. A Violation is considered incurable if the Violation has occurred but is not a continuous action or condition capable of being remedied by affirmative action. The non-repetition of a one-time Violation or other Violation that is not ongoing is not considered an adequate remedy to the Association with respect to the enforcement of such Violation.

4. Report of Violation. Upon discovery of a Violation, the Board or its delegate may, but is not obligated to, forward to the Owner of the Lot in question written notice via regular first-class mail or via postcard of the discovery of a Violation(s) (the "**Courtesy Notice**"). The Owner will have at least ten (10) days from the date of the Courtesy Notice to correct or eliminate the Violation(s). The Board or its delegate may, in lieu of this notice, proceed immediately to the notice set forth in Paragraph 5 below.

5. Notice of Violation. If the Violation is not corrected or eliminated within the time period specified in the Courtesy Notice, or if the Board or its delegate deem it appropriate to proceed without the Courtesy Notice, the Association will forward to the Owner of the Lot in question written notice of the Violation(s) by certified mail (the "**Notice of Violation**"). A Notice of Violation is not required if the alleged violator was previously given a Notice of Violation within six (6) months of the current Violation and was given the opportunity to exercise any rights listed below in the preceding six (6) months. In such event, the Board may impose sanctions as authorized by the Governing Documents and/or this Enforcement Policy without notice to the Owner other than the Notice of Sanction/Fine described below. A Notice of Violation is also not required if the Act does not require it. The Notice of Violation, if required, will state the following:

a. The date the Notice of Violation is prepared or mailed.

b. The description of the Violation, including a reference to the rule or provision of the Governing Documents that is being violated and any property damage caused by the Owner, and state any amount due to the Association from the Owner.

c. The proposed sanction to be imposed, including, but not limited to, the amount of any fine, suspension of rights to use Common Area, the use of self-help remedies or the amount claimed to be due from the owner for property damage.

d. That the Owner is entitled to a reasonable period to cure the Violation and avoid the fine or sanction if the Violation is of a curable nature and does not pose a threat to public health or safety, and a description of the action required to cure the Violation, as well as specify the date by which the owner must cure the violation.

e. A statement that the Owner may have special rights or relief related to the enforcement action under federal law, including the

Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 *et seq.*) if the owner is serving on active military duty.

f. The recipient may, on or before thirty (30) days after the date of mailing of the Notice of Violation, deliver to the Association a written request for a hearing, including how and where the request for hearing should be made or delivered.

g. If a curable Violation is not corrected or eliminated within the time period specified in the Notice of Violation, or if the conduct which constitutes a Violation is committed again, or if a written request for a hearing is not made on or before thirty (30) days from the date of mailing of the Notice of Violation, that the sanctions or actions delineated in the Notice of Violation may be imposed or taken and that any attorney's fees and costs will be charged to the Owner.

If the hearing described in f. above is to be held before a committee or delegate of the Board, the Notice of Violation will state that the Owner has the right to appeal the decision of the committee or delegate to the Board.

6. Notice of Sanction/Fine. A formal notice of the sanction, fine or action to be imposed or taken, including the amount of any fine or the amount of any property damage (the "**Notice of Sanction/Fine**") will be sent by the Association to the Owner by regular first-class mail and by certified mail where, within the time period specified in the Notice of Violation, the Violation has not been corrected or eliminated (or, in the case of a recurring Violation, the Violation has reoccurred) or the Association has not timely received a written request for a hearing.

7. Request for a Hearing. If the Owner timely requests a hearing, the hearing shall be held in executive session of the Board or a committee appointed by the Board affording the alleged violator a reasonable opportunity to be heard. The Association will notify the Owner in writing of its decision and action. The minutes of the hearing must contain a statement of the results of the hearing and the amount of fine or charge, if any, imposed, or abatement or suspension action, if any, authorized.

8. Appeal. Following a hearing before a committee of the Board, the Owner shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the manager, president or secretary of the Association within thirty (30) days after the date of the Association's written notice to the Owner of the results of the hearing. Any hearing before the Board shall be held in the same manner as provided above for hearings before a committee appointed by the Board.

9. Referral to Legal Counsel. Where a Violation is determined or deemed determined to exist and where the Board deems it to be in the best interests of the Association to refer the Violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating Owner, filing a notice of violation or non-compliance against the Lot in the real property records,

seeking injunctive relief against the Owner to correct or otherwise abate the Violation, and/or filing suit to collection fines and/or costs incurred to cure Violations or repair property damage. Attorney's fees and all costs incurred by the Association in enforcing the Governing Documents and administering this Enforcement Policy shall become the personal obligation of the Owner.

10. Fines. Subject to the provisions of this Enforcement Policy and/or the Governing Documents, the imposition of fines will be on the following basis:

a. In the event that the Owner has not cured the Violation within the requested time period (or, in the case of a recurring Violation), has not made a timely written request for a hearing, or the Board subsequent to a hearing decides to levy a fine, then the Board may impose a fine up to the amount of $50.00 against the Owner (and occupant, if different from the Owner) and the Lot. In the event that the Board imposes a fine against an Owner and a Lot, the Board or its delegate will send a notice of the imposition of the fine (the "**Notice of Fine**") to the Owner.

b. If the Violation is still not corrected or cured within thirty (30) days from the date of the Notice of Fine (or, in the case of a recurring Violation), then the Board may impose a second fine in the amount of $100.00 against the Owner and the Lot.

c. If the Violation is still not corrected or cured within thirty (30) days from the date of the notice of the second fine (or, in the case of a recurring Violation), then the Board may impose a third fine in the amount of $250.00 against the Owner and the Lot.

d. In the event that the Violation is not cured within thirty (30) days from the date of the notice of the third fine (or, in the case of a recurring Violation), the Board may impose a per diem fine against the Owner and the Lot in any amount deemed reasonable by the Board of Directors, but not to exceed $100.00 per day.

e. In the event an incurable Violation has occurred, i.e., a Violation involving non-submittal for approval or a denied improvement, the Board may impose a one-time fine relative to the nature of the Violation as determined by the Board.

f. The total amount of fines levied for a single, separate violation shall not exceed $5,000.00.

11. Other Remedies.

a. suspending any Owners, lessees, occupants, invitees and licensees right to use the Common Area; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot;

b. exercising self-help to cure violations, remove violations, and/or take any action to cure or remedy any violation or condition that violates the Governing Documents;

c. filing suit in law or in equity, or both, to enjoin any violation or to recover monetary damages, or both;

d. charging an Owner for property damage caused by the Owner or his or her family, guests, invitees, occupants, or lessees; and

e. taking any other action to abate a violation of the Governing Documents.

All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. If the Association prevails in any action to enforce the Governing Documents, it shall be entitled to recover all costs, including, without limitation, attorney's fees and court costs reasonably incurred in such action.

12. Notices. Unless otherwise provided in the Enforcement Policy, all notices required by this Enforcement Policy shall be in writing and shall be deemed to have been duly given if delivered personally and/or if sent by United States Mail, first-class postage prepaid, to the Owner at the address which the Owner has designated in writing and filed with the Secretary of the Association or, if no such address has been designated, to the address of the Lot of the Owner.

a. Where the notice is directed by personal delivery, notice shall be deemed to have been given, sent, delivered or received upon actual receipt by any person accepting delivery thereof at the address of the recipient as set forth in such notice or if no person is there, by leaving the notice taped to the front door of the residence.

b. Where the notice is placed into the care and custody of the United States Postal Service, notice shall be presumed to have been given, sent, delivered or received, as of the third (3rd) calendar day following the date of postmark of such notice bearing postage prepaid and the appropriate name and address as required herein unless otherwise shown by the recipient to have been received at a later date.

c. Where a day required for an action to be taken or a notice to be given, sent, delivered or received, as the case may be, falls on a Saturday, Sunday or United States Postal Service holiday, the required date for the action or notice will be extended to the first day following which is neither a Saturday, Sunday or United States Postal Service holiday.

d. Where the Board has actual knowledge that an enforcement action would directly affect a third party (e.g. a tenant or a neighbor) or involves a Violation by a party other than the Owner, notices required under this Enforcement Policy may be given, if possible, to such third party in addition to the Owner. Notwithstanding any notice sent to a third party, the Owner remains the party responsible for compliance with the requirements of the Governing

Documents. The Board shall accept a response from any such third party only upon the written direction of the Owner of the Lot upon which the Violation exists.

e. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interest in a Lot has been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to such representative or agent.

f. Where an Owner transfers record title to a Lot at any time during the pendency of any procedure prescribed by this Enforcement Policy, such Owner shall remain personally liable for all costs and fines under this Enforcement Policy. As soon as practical after receipt by the Association of a notice of a change in the record title to a Lot which is the subject of enforcement proceedings under this Enforcement Policy, the Board may begin enforcement proceedings against the new Owner in accordance with this Enforcement Policy. The new Owner shall be personally liable for all costs and fines under this Enforcement Policy which are the result of the new Owner's failure and/or refusal to correct or eliminate the Violation in the time and manner specified under this Enforcement Policy.

13. Cure of Violation During Enforcement. An Owner may correct or eliminate a curable Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. If the Owner corrects or eliminates a curable Violation before the cure period provided for in the Notice of Violation, a fine may not be assessed for the Violation. If the Owner corrects or eliminates a curable Violation after the cure period provided for in the Notice of Violation, the Owner will remain liable for all costs and fines incurred or levied under this Enforcement Policy. Upon verification by the Board that the Violation has been corrected or eliminated, the Violation will be deemed to no longer exist.

14. Definitions. The definitions contained in the Association's Governing Documents are hereby incorporated herein by reference.

15. Severability and Legal Interpretation. In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Enforcement Policy shall be enforced as if such provision did not exist. Furthermore, in the event that any provision of this Enforcement Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Enforcement Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law. In the event any provision of this Enforcement Policy conflicts with the Declaration, the Declaration controls.

IT IS FURTHER RESOLVED that this Covenant Enforcement and Fining Policy is effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on July 17, 2018, and has not been modified, rescinded or revoked.

DATE: 7-24-18

Secretary

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VILLAGES OF STAR TRAIL HOMEOWNERS ASSOCIATION, INC.

LEASING AND OCCUPANCY RULES

Pursuant to Article IV, Section 4.3 of the Declaration of Covenants, Conditions and Restrictions for Villages of Star Trail (the "Declaration") and Article III, Section 3.21(f) of the Bylaws of Villages of Star Trail Homeowners Association, Inc. (the "Bylaws"), the Board of Directors of Villages of Star Trail Homeowners Association, Inc. (the "Association") has the power to adopt, amend, repeal and enforce reasonable Rules and Regulations, and penalties for infractions thereof, governing the occupancy, leasing, use, disposition, maintenance, appearance, and enjoyment of the Common Areas and Lots.

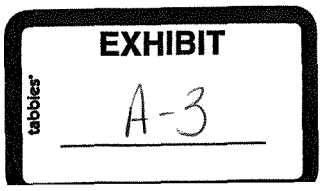
Pursuant to the authority in Article IV, Section 4.3 of the Declaration and Article III, Section 3.21(f) of the Bylaws, the Board hereby adopts the following Leasing and Occupancy Rules governing the leasing and occupancy of Residences on Lots.

Leasing and Occupancy Rules

The leasing of Residences on Lots shall be governed by the following provisions:

(1) Definition. "Leasing", as used in this Section, is defined as regular, exclusive occupancy of the Residence on a Lot by any person other than the Owner for which the Owner, or any designee of the Owner, receives any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument. For purposes of this Section, if a lot is owned by a trust and the beneficiary of the trust is living in the Residence, that lot shall be considered Owner-occupied rather than leased. "Leasing" shall not include a lease back in connection with the sale of a Lot, where the seller of the Lot transfers title to the Lot and then leases the Lot back from the purchaser.

(2) General. Residences may be leased only in their entirety. All leases shall be in writing and provide that the terms of the lease are subject to the provisions of the Declaration, Bylaws and Rules and Regulations of the Association. No short term rentals or transient tenants may be accommodated on a Lot. For purposes of this Section, "short term rentals" shall mean lease/rental periods of less than thirty-one (31) days, including leasing a Residence on a nightly basis. Owners may not list their Residences as for lease on short-term rental websites such as www.airbnb.com, www.vrbo.com, www.homeaway.com or other vacation or short-term rental website. All leases must be for an initial term of twelve (12) months unless otherwise approved by the Board in writing. Thereafter, leases may be renewed on an annual basis, provided the Owner must notify the Board of his intent to renew the lease on the Residence and obtain the Board's written notice that the Owner may lease a Lot pursuant to this Paragraph. The Owner must make available to the lessee copies of the Declaration, Bylaws and the Rules and Regulations of the Association. The Owner must provide a copy of the lease to the Association but may redact sensitive personal information. "Sensitive personal



information" is defined as a social security number, driver's license number, government issued identification number, bank account/credit card/debit card number.

(3) Leasing and Occupancy Restrictions. In order to preserve the quality of life of other residents and high standards of maintenance and care of the Common Area, and to promote the residence and/or leasing of Residences by responsible individuals, a Residence may be leased in accordance with the following provisions:

(a) Notice of Intent to Lease. Whenever the Owner of a Lot has received a bona fide offer to lease his or her Residence and desires to accept such offer, the Owner shall give the Board written notice of his or her desire to accept such offer, and provide, at the Owner's sole cost and expense, the following information to the Board:

(i) The name, date of birth, current address and driver's license number of the prospective lessee(s) and each prospective adult occupant (over age 18) along with current license plate numbers for all vehicles belonging to the prospective lessee(s) and occupants which will be parked in the Property;

(ii) A criminal background report, acceptable to the Board, and in a form required by the Board, for each prospective adult occupant of the Residence.

(b) Qualifications of Prospective Occupants and Lessees.

(i) Occupancy. Each Residence may be occupied by only one family consisting of any number of persons related by blood, adoption or marriage or no more than two unrelated persons living together as a single housekeeping unit, together with any household servants or caregivers to one or more occupants.

(ii) Certain Criminals Prohibited. Owner may not lease to or allow any person to reside in or occupy a Residence who has been convicted of any felony crimes involving violence; crimes against persons; use of firearms; sex crimes; illegal drugs; robbery; aggravated robbery; murder; criminal gang activity; discharge of firearms; gambling; manufacture, sale or use of drugs; manufacture or sale of alcoholic beverages; prostitution; theft; burglary; larceny; destruction of property; or any crime involving a minor.

(iii) Sex Offenders Prohibited. "Sex offenders," as defined below, are prohibited from leasing, residing in or occupying any Residence and Owners are strictly prohibited from entering any lease with or allowing any sex offender to occupy or reside in a Residence.

Definition of "Sex Offender". For purposes of this Rule, a "Sex

Offender" is a person who is required to register as either a Level 3 (High) or Level 2 (Moderate) sex offender pursuant to Chapter 62 of the Texas Code of Criminal Procedure (Sex Offender Registration Program as it now exists or as it may be amended in the future) or pursuant to any other law of the State of Texas, or any municipal or county ordinance, or any other state or federal law or regulation. A "Sex Offender" for purposes of this Rule also includes a person who is required to register as a sex offender but who has not been assigned a risk assessment level by the applicable authority or for whom such a risk assessment level is not yet available to the public via the applicable registry program.

Purpose of the Texas Sex Offender Registration Program. The Texas Sex Offender Registration Program, sometimes referred to as "Megan's Law", was adopted to address the danger of recidivism posed by sex offenders and offenders who commit other predatory acts against children. A system of registration was created by the State of Texas in order to identify and alert the public when necessary for public safety, and to provide enforcement officials with additional information critical to preventing and promptly resolving situations involving sexual abuse and missing persons. The Texas Department of Criminal Justice, the Texas Youth Commission, or a court determines the person's level of risk to the community. The State of Texas notes that the screening tool utilized for determining an offender's level of risk cannot determine whether a particular offender will re-offend but that it only indicates that a person with these characteristics has a higher probability of re-offending. Risk levels as defined by Texas statute are as follows:

High (Level 3) -- indicating that the person poses a serious danger to the community and will continue to engage in criminal sexual conduct.

Moderate (Level 2) -- indicating a moderate danger to the community and may continue to engage in criminal sexual conduct.

Low (Level 1) -- indicating that the person poses a low danger to the community and will not likely engage in criminal sexual conduct.

Not all registered sex offenders are required to have a risk assessment under current Texas law. The term "Not Available" indicates the offender is not required to have a risk assessment or the offender's risk assessment has not been reported to the Texas Department of Public Safety.

The identity of Sex Offenders can be obtained from various public access Internet web sites, such as the Texas Department of Public Safety web site at http://records.txdps.state.tx.us.

Finding of Danger to Association Residents. The Board has determined that any individual who is required to register under the Sex Offender

Registration Program, with the exception of an offender assigned a risk assessment of Level 1 (Low), presents an unreasonable danger to the residents of the Villages of Star Trail by virtue of the Sex Offender's access to the Common Area facilities to which all residents have shared access. Further, in traveling to and from these Common Areas, the residents of the Villages of Star Trail, especially children, are subject to contact with any such Sex Offender on a frequent and continuing basis. Such potential exposure, in light of the legislature's recognition of the serious danger posed by such an individual, dictates that a Sex Offender should be prohibited from permanently or temporarily residing in the Villages of Star Trail.

Ownership and Residency Prohibited. A Sex Offender, as defined herein above, is prohibited from purchasing a Lot in the Villages of Star Trail or owning any interest in a Lot in the Villages of Star Trail. Owners are prohibited from conveying title or any interest in a Lot to a Sex Offender. A Sex Offender shall not reside, temporarily or permanently, in a Residence at the Villages of Star Trail. An Owner who intends to lease or rent his Residence shall perform a background check upon each prospective adult occupant, to include but not limited to investigating to determine if a prospective occupant is a Sex Offender as defined in this Rule. An Owner shall not lease to, or allow any person to permanently or temporarily reside within the Project who is a Sex Offender.

Use of Common Areas Prohibited. A Sex Offender shall not enter onto the Association's Common Areas, with the exception that an Owner who is a Sex Offender may attend any duly called meeting of the Association's Board of Directors or Owners which may be held in one of the Association's Common Areas.

THESE REQUIREMENTS DO NOT CONSTITUTE A GUARANTEE OR REPRESENTATION THAT LESSEES OR OCCUPANTS RESIDING WITHIN VILLAGES OF STAR TRAIL HAVE NOT BEEN CONVICTED OF A CRIME OR ARE NOT SUBJECT TO DEFERRED ADJUDICATION FOR A CRIME.

(4) Leasing Limitations. Upon acquiring an ownership interest in a Lot, the Owner may not lease the Lot or Residence thereon, or any portion thereof, until the expiration of twenty-four (24) months from the date of the closing of the sale of the Lot or recording of the deed to the Lot which conveys title, whichever is earlier; provided that the Owner may lease the Lot or Residence thereon pursuant to Board approval of a hardship per Paragraph (6) below. After the expiration of the twenty-four (24) month period, the Owner may lease the Lot subject to the other terms contained in this Rule. The Board may adopt and enforce reasonable rules regulating leasing and subleasing.

From the date of the adoption of this Rule, no more than fifteen percent (15%) of the total Residences located in the Villages of Star Trail Property may be leased at any point in time. The goal is to preserve Villages of Star Trail as one of predominantly owner-occupied Residences. An Owner seeking to lease his or her Residence must notify the Board in writing of his or her desire to lease the Residence. If the fifteen percent (15%)

cap has not been reached, then the Board will notify the Owner that he/she may enter the lease. If the lease would exceed the fifteen percent (15%) cap, or if fifteen percent (15%) of the total Residences are already under lease, then the Board will notify the Owner that he/she may not enter the lease at this time. The right to lease is granted on a first come, first serve basis. Upon the expiration of a lease term, the Owner of the Residence must again notify the Board of his or her desire to renew the lease on the Residence in order to given an equal opportunity to all Owners to lease their Residences.

(5) Rejection of Lease by Board of Directors. If the terms of the lease do not meet the standards and criteria described in these Rules, then the Board may notify the Owner that the lease fails to meet the requirements of these Rules. Owner shall not lease to or allow anyone to reside in the Residence if the lease does not meet the standards and criteria set out above.

(6) Hardship. Notwithstanding any provision to the contrary, the Board shall be empowered to allow leasing of one or more Residences prior to the twenty-four (24) month leasing ban or in excess of the leasing cap above upon written application by an Owner to avoid undue hardship. By way of illustration and not by limitation, circumstances which would constitute undue hardship are those in which (i) an Owner must relocate his or her residence and cannot, within ninety (90) days from the date the lot was placed on the market, sell the Lot while offering it for sale at a reasonable price no greater than its current appraised market value; (ii) the Owner dies and the Lot is being administered by his or her estate; (iii) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Lot; (iv) the Lot is to be leased to a member of the Owner's immediate family who is twenty-one (21) years of age or older, which shall be deemed to encompass children, grandchildren, grandparents, brothers, sisters, parents, and spouses. Those Owners who have demonstrated that the inability to lease their Lot would result in undue hardship and have obtained the requisite approval of the Board may lease their Lot for such duration as the Board reasonably determines is necessary to prevent undue hardship.

(7) Contents of Lease. Each Owner acknowledges and agrees that any lease of his or her Lot shall be deemed to contain the following language and that if such language is not expressly contained in the lease, then such language shall be incorporated into the lease by existence of this paragraph. In addition, the terms and requirements contained herein automatically become a part of any lease and/or an addendum to the lease. These provisions shall also be attached to any lease as an addendum and, again, are a part of the lease regardless of whether or not physically attached to the lease. Any lessee, by occupancy of a lot, agrees to the applicability of this section and incorporation of the following language into the lease:

> The lessee shall comply with all provisions of the Declaration, Bylaws and Rules and Regulations of the Association and shall control the conduct of all other occupants and guests of the leased Lot in order to ensure their compliance. Any violation of the Declaration, By-Laws or Rules and Regulations by the lessee, any occupant or any person living with the

lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Texas law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws and the Rules and Regulations of the Association, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner.

The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the common area including, but not limited to, the use of all recreational facilities and other amenities such as the pool. The Owner shall transfer all access tags, cards, etc. to the lessee for the term of the lease.

(8) Compliance with Declaration, Bylaws and Rules and Regulations. Each Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws and the Rules and Regulations of the Association and shall be responsible for all violations and all losses or damage resulting from violations by such occupants, notwithstanding the fact that such occupants of the Lot are fully liable and may be personally sanctioned for any violation. The Owner shall provide the lessee a copy of the Declaration, Bylaws and the Rules and Regulations of the Association.

In the event that the lessee, or a person living with the lessee, violates the Declaration, Bylaws or a Rule or Regulation for which a fine is imposed, such fine shall be assessed against the owner. The Owner shall pay the fine upon notice from the Association.

In the event the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs associated with the eviction, shall be assessed as an assessment against the lot and the Owner, such being deemed an expense which benefits the leased lot and the Owner thereof.

(9) Exempt Owners. The leasing limitations contained in Sections (2) and (4) shall not apply to the Association or to any institutional lender, insurer or guarantor of a mortgage who takes title to any Lot pursuant to the remedies set forth in its mortgage or security instrument, provided, however, that it shall apply to any leases by any purchaser from such mortgagee and any successor to such purchaser

(10) Grandfathering. With respect to Residences which are subject to a valid written lease as of the effective date hereof, the above restrictions do not apply. Notwithstanding this exemption for Residences already subject to a valid written lease on the effective date hereof, upon termination of that lease, the Owner must comply with the above rules.

(11) Noncompliance. Subject to the exclusions provided in Sections (9) and (10),

from the date of the adoption of this Rule, any lease of a Lot entered into without complete and full compliance with the terms herein shall be deemed void and of no force and effect and shall confer not title or interest in a Residence to the purported lessee or purchaser. The Association shall have the power and authority to enforce this Rule in any legal manner available, as the Board deems appropriate, including, without limitation, taking action to evict the occupants of any Lot which does not comply with the requirements and restrictions hereof. **EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER LOT AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS PARAGRAPH**. Each Owner shall fully and truthfully respond to any and all requests by the Association for information regarding the occupancy of his or her lot which in the judgment of the Board are reasonably necessary to monitor compliance with these Rules.

This is to certify that the foregoing Leasing and Occupancy Rules were adopted by the Board of Directors at a meeting of same on July 17, 2018, and has not been modified, rescinded or revoked.

DATE: 7-24-18

Secretary

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Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
07/26/2018 08:55:55 AM
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20180726000928900



Collin County
Honorable Stacey Kemp
Collin County Clerk

Instrument Number: 2022000100884

eRecording - Real Property

HOMEOWNERS ASSOC DOCS

Recorded On: June 28, 2022 02:09 PM

Number of Pages: 6

" Examined and Charged as Follows: "

Total Recording: $42.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	2022000100884
Receipt Number:	20220628000344
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User:	Olivia C
Station:	Station 5

Record and Return To:

Simplifile

STATE OF TEXAS
COUNTY OF COLLIN

I hereby certify that this Instrument was FILED **In the File Number sequence on the date/time printed hereon, and was duly** RECORDED **in the Official Public Records of Collin County, Texas.**

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX

Stacey Kemp

SECOND SUPPLEMENT TO THE NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR VILLAGES OF STAR TRAIL

[First Amendment to the Leasing and Occupancy Rules]

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

THIS SECOND SUPPLEMENT TO THE NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR VILLAGES OF STAR TRAIL (this "Second Supplement") is made this 22nd day of June, 2022, by the Villages of Star Trail Homeowners Association, Inc., a Texas nonprofit corporation (the "Association").

W I T N E S S E T H:

WHEREAS, Blue Star Allen Land, L.P. ("Declarant") recorded that certain Declaration of Covenants, Restrictions and Easements for Villages of Star Trail on or about December 7, 2016, as Instrument No. 20161207001660140 of the Real Property Records of Collin County, Texas, as amended and supplemented (the "Declaration"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development subject to the Declaration, which development is more particularly described in the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the development is located; and

WHEREAS, on or about September 1, 2016, the Association filed a Notice of Filing of Dedicatory Instruments for Villages of Star Trail as Document No. 20170901001180190 of the Real Property Records of Collin County, Texas (the "Notice"); and

WHEREAS, on or about July 26, 2018, the Association filed a First Supplement to the Notice of Filing of Dedicatory Instruments for the Villages of Star Trail as Document No. 20180726000928900 of the Real Property Records of Collin County, Texas (the "First Supplement"); and

WHEREAS, the Association desires to again supplement the Notice record the dedicatory instrument attached hereto as **Exhibit "A"**.

NOW, THEREFORE, the dedicatory instrument attached hereto as **Exhibit "A"** is a true and correct copy of the original and is hereby filed of record in the Real Property Records of Collin County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Second Supplement to be executed by its duly authorized agent as of the date first above written.

VILLAGES OF STAR TRAIL HOMEOWNERS ASSOCIATION, INC.,
a Texas nonprofit corporation

By: George Mitchell
Name: George Mitchell
Title: President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared George Mitchell the President of the Villages of Star Trail Homeowners Association, Inc., 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 on behalf of said nonprofit corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 23rd day of June, 2022.

Notary Public, State of Texas

2-10-26
My Commission Expires

KERRY HARRINGTON
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 02/10/26
NOTARY ID 1101256-6

Exhibit "A"

First Amendment to the Leasing and Occupancy Rules

VILLAGES OF STAR TRAIL HOMEOWNERS ASSOCIATION, INC.

FIRST AMENDMENT TO THE LEASING AND OCCUPANCY RULES

WHEREAS, pursuant to Article IV, Section 4.3 of the Declaration of Covenants, Conditions and Restrictions for Villages of Star Trail (the "Declaration") and Article III, Section 3.21(f) of the Bylaws of Villages of Star Trail Homeowners Association, Inc. (the "Bylaws"), the Board of Directors of Villages of Star Trail Homeowners Association, Inc. (the "Association") has the power to adopt, amend, repeal and enforce reasonable Rules and Regulations, and penalties for infractions thereof, governing the occupancy, leasing, use, disposition, maintenance, appearance, and enjoyment of the Common Areas and Lots; and

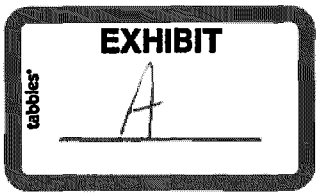
WHEREAS, pursuant to this authority, the Board adopted the Leasing and Occupancy Rules which were recorded on or about July 26, 2018, as Document No. 20180726000928900 of the Real Property Records of Collin County, Texas (the "Leasing Rules"); and

WHEREAS, the Board desires to amend the Leasing Rules pursuant to the above authority.

NOW, THEREFORE, IT IS RESOLVED that the Leasing Rules are hereby amended as follows:

1. Section 2 of the Leasing Rules is deleted in its entirety and replaced with the following:

> (2) General. Residences may be leased only in their entirety. All leases shall be in writing and provide that the terms of the lease are subject to the provisions of the Declaration, Bylaws and Rules and Regulations of the Association. No short-term rentals or transient tenants may be accommodated on a Lot. For purposes of this Section, "short term rentals" shall mean lease/rental periods of less than thirty-one (31) days, including leasing a Residence on a nightly basis. Owners may not list their Residences as for lease on short-term rental websites such as www.airbnb.com, www.vrbo.com, www.homeaway.com or other vacation or short-term rental website. All leases must be for an initial term of twelve (12) months unless otherwise approved by the Board in writing. Thereafter, leases may be renewed on an annual basis, provided the Owner must notify the Board of his intent to renew the lease on the Residence and obtain the Board's written notice that the Owner may lease a Lot pursuant to this Paragraph. The Owner must make available to the lessee copies of the Declaration, Bylaws and the Rules and Regulations of the Association.



2. Section 3(a) of the Leasing Rules is deleted in its entirety and replaced with the following:

> (a) Notice of Intent to Lease. Whenever the Owner of a Lot has received a bona fide offer to lease his or her Residence and desires to accept such offer, the Owner shall give the Board written notice of his or her desire to accept such offer, and provide, at the Owner's sole cost and expense, the following information to the Board:
>
> > (i) The contact information, including the name, mailing address, phone number, and e-mail address of each person who will reside in the Property;
> >
> > (ii) The commencement date and term of the lease.

3. Except as modified by this First Amendment, the Leasing and Occupancy Rules shall remain in full force and effect.

IT IS FURTHER RESOLVED that this First Amendment to the Rules Governing Leasing is effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing was adopted by the Board of Directors at a meeting of same on June 23, 2022, and has not been modified, rescinded or revoked.

DATE: June 23 2022

President

Denton County
Juli Luke
County Clerk

Instrument Number: 377

ERecordings-RP

MISCELLANEOUS

Recorded On: January 02, 2025 02:37 PM

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" Examined and Charged as Follows: "

Total Recording: $117.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	377
Receipt Number:	20250102000455
Recorded Date/Time:	January 02, 2025 02:37 PM
User:	William D
Station:	Station 8

Record and Return To:

Simplifile

STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

SUPPLEMENT TO NOTICE OF RESTRICTIVE COVENANTS FOR VILLAGES OF STAR TRAIL [Camera Footage Use Policy and Design Guidelines (Phases 14, 15 & 16)]

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

THIS SUPPLEMENT TO NOTICE OF RESTRICTIVE COVENANTS FOR VILLAGES OF STAR TRAIL (this "Supplement") is made this 2nd day of January, 2025, by the Villages of Star Trail Homeowners Association, Inc., a Texas nonprofit corporation (the "Association").

W I T N E S S E T H:

WHEREAS, Blue Star Allen Land, L.P. ("Declarant") recorded that certain Notice of Restrictive Covenants for Villages of Star Trail on or about May 25, 2023, as Instrument No. 53900 of the Real Property Records of Denton County, Texas, as amended and supplemented (the "Notice"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development subject to the Declaration of Covenants, Restrictions and Easements for Villages of Star Trail (the "Declaration") and the Supplemental Declaration of Covenants, Conditions and Restrictions for Villages of Star Trail (the "Supplemental Declaration"), which development is more particularly described in the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the development is located; and

WHEREAS, the Association desires to supplement the Notice to record the "Camera Footage Use Policy" attached hereto as **Exhibit "A-1"** and the "Design Guidelines" attached as **Exhibit "A-2".**

NOW, THEREFORE, the dedicatory instruments attached hereto as **Exhibit "A-1"** and **Exhibit "A-2"** are true and correct copies of the originals and are hereby filed of record in the Real Property Records of Denton County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Supplement to be executed by its duly authorized agent as of the date first above written.

VILLAGES OF STAR TRAIL HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation

By: _____

Printed Name: Kerry Harrington

Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Collin §

BEFORE ME, the undersigned authority, on this day personally appeared Kerry Harrington Vice President of Villages of Star Trail Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 2nd day of January, 2025.

FRANCES WILL
My Notary ID # 3290398
Expires May 22, 2025

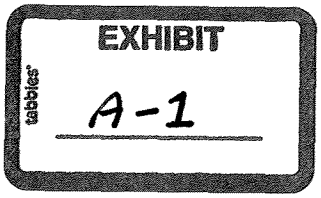
Frances Will
Notary Public, State of Texas

5-22-2025
My Commission Expires

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Exhibit "A"

1. Camera Footage Use Policy
2. Design Guidelines (Phases 14, 15 & 16)



VILLAGES OF STAR TRAIL HOMEOWNERS ASSOCIATION, INC.

CAMERA FOOTAGE USE POLICY

WHEREAS, pursuant to Article IV, Section 4.3 of the Declaration of Covenants, Conditions and Restrictions for Villages of Star Trail (the "**Declaration**"), the Board of Directors of the Villages of Star Trail Homeowners Association, Inc. (the "**Association**" or "**HOA**") may adopt, amend, repeal and enforce reasonable Rules and Regulations, and penalties for infractions thereof, governing the occupancy, leasing, use, disposition, maintenance, appearance, and enjoyment of the Common Areas and Lots; and

WHEREAS, the Board desires to adopt this Camera Footage Use Policy (this "**Policy**") to establish clear guidelines on how surveillance footage will be collected, stored, accessed, and shared, with an emphasis on protecting privacy while addressing security concerns such as vandalism and criminal activity.

NOW, THEREFORE, pursuant to the above authority, the Board of Directors hereby adopts this Camera Footage Use Policy:

1. Purpose and Scope of Surveillance Cameras

- **Primary Use**: Cameras are installed in designated common areas of the community for the purpose of monitoring and deterring criminal activity, such as vandalism, theft, illegal dumping, or other activities that may damage property or abuse of reservation systems.

- **No Tracking of Personal Behavior**: Surveillance cameras will not be used for monitoring the everyday activities or behavior of residents, children, or visitors, including harmless activities such as playing, walking, or socializing.

- **Focus Areas**: Cameras will be placed in public, high-traffic areas (e.g., parking lots, playgrounds, clubhouses, entrance points), with minimal impact on private spaces (e.g., homes or private yards).

2. Camera Placement

- **Designated Locations**: Cameras will be installed in areas deemed appropriate by the HOA Board, with a focus on monitoring criminal activity and protecting common property. The locations of cameras will be clearly communicated to the community, and signage indicating the presence of cameras will be visible.

- **Privacy Considerations**: Cameras will not be directed at private residences, private yards, or areas where residents have a reasonable expectation of privacy (e.g., bathrooms, inside homes).

• **Review and Updates**: Camera placements will be periodically reviewed to ensure they are aligned with the evolving needs of community security and privacy protection.

3. Storage and Retention of Footage

• **Data Storage**: All footage will be securely stored on encrypted digital devices or cloud-based systems, accessible only by authorized personnel.

• **Retention Period**: Footage will be retained for a maximum of 30 days, after which it will be automatically deleted unless it is required for an ongoing investigation or legal matter.

• **Access**: Only HOA security personnel, authorized board members, and law enforcement (when necessary) will have access to footage.

4. Sharing and Use of Footage

• **Internal Use**: Footage may be reviewed by authorized HOA personnel solely for security purposes (e.g., investigating vandalism or damage to property). Footage may also be used for general security management or community safety discussions.

• **Release to Law Enforcement**: Footage may be shared with law enforcement only when requested for the investigation of criminal activity, vandalism, or other security concerns. In such cases, the footage will be provided in a secure and controlled manner, and the HOA will maintain a record of the release.

• **Prohibited Use**: Footage will not be used for purposes such as:

o Tracking or monitoring the behavior of children or residents engaged in non-criminal activities.

o Posting or sharing footage on social media or public platforms without prior approval from law enforcement.

o Using footage to address disputes or minor infractions unrelated to security concerns (e.g., noise complaints, minor behavioral issues).

5. Disclosure and Notification

• **Resident Notification**: All residents will be informed about the installation of cameras within the community. Signage will be posted in areas where cameras are in use, and information will be included in the HOA's governing documents, such as newsletters or emails, explaining the purpose and use of surveillance.

• **Transparency**: Upon request, residents can contact the HOA to inquire about camera placement and request information on footage access and retention policies.

6. Privacy Protections

- **Respect for Privacy**: Surveillance will be focused on public, communal areas, and will not infringe on the privacy of residents. The HOA will ensure that the cameras do not intrude upon areas where residents have a reasonable expectation of privacy, such as private yards or homes.

- **Data Protection**: All footage will be stored in compliance with applicable data protection laws. The HOA will implement appropriate safeguards to ensure that personal data is not improperly accessed, shared, or misused.

- **Sensitive Footage**: In the event that footage inadvertently captures individuals who are not involved in any criminal activity, such footage will be used solely for security purposes and will not be shared publicly.

7. Social Media and Public Sharing

- **No Public Sharing**: Footage will not be shared on social media platforms or public websites without express permission from law enforcement. The HOA will not publicly disclose any footage without a valid, lawfully justified reason.

- **Law Enforcement Action**: In the event that law enforcement decides to release footage to the public (e.g., for public assistance in identifying suspects), the HOA will cooperate but will not initiate such actions on its own.

- **Vigilantism Prevention**: The HOA discourages the use of surveillance footage for vigilantism or public shaming. Social media is not an appropriate channel for resolving security concerns.

8. Violations and Accountability

- **Misuse of Footage**: Any misuse of surveillance footage by HOA personnel, board members, or contractors will be subject to disciplinary action, up to and including removal from the board or termination of employment/contractual relationship.

- **Reporting Violations**: Residents who believe the HOA's camera footage policy is being violated or who have concerns about the misuse of footage should report the issue to the HOA board, which will review the matter and take appropriate action.

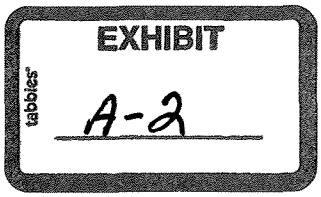
9. Policy Review

- **Periodic Review**: This policy will be reviewed annually by the HOA Board to ensure it remains in compliance with legal requirements and aligns with the community's needs.

- **Resident Input**: Residents are encouraged to provide feedback or concerns about the surveillance policy, which will be considered during the review process.

This is to certify that the foregoing Camera Footage Use Policy was adopted by the Board of Directors of the Villages of Star Trail Homeowners, Inc. at a meeting of same held on DEC 12, 2024, and has not been modified, rescinded or revoked.

Secretary



The Villages of Star Trail Design Guidelines

December 31, 2024 PHASE 14, 15 & 16

100 TITLE

This compilation of guidelines shall be known as the Villages of Star Trail Design Guidelines, hereinafter referred to as "Guidelines" for Star Trail.

101 PURPOSE

The purpose of these Guidelines is to provide certain minimum standards, provisions and requirements for appropriate and acceptable design and minimum required criteria for homebuilders and homeowners implementing new construction within Star Trail.

The suggestions, recommendations and requirements expressed in these guidelines hinge upon final approval of plans by and at the discretion of Blue Star Allen Land, LP, a Texas limited partnership, as the Declarant through the New Construction Committee (NCC.)

These guidelines are compatible and in continuity with the requirements of the Town of Prosper and the Declaration of Covenants, Conditions and Restrictions (the "Declaration") for the Villages of Star Trail.

102 SCOPE

These guidelines are for the purpose of outlining the minimum requirements for residences in Star Trail as well as to assist homebuilders and homeowners in the design of their residences. The evaluation of each submittal to the NCC relates to matters of judgment and taste, which cannot be reduced to a simple list of measurable criteria. It is possible a submission may meet all guidelines and criteria listed below and still not receive approval, if in the judgment of the NCC its overall aesthetic impact is not acceptable. The approval of an application for one proposed improvement shall not be construed as creating any obligation on the part of the NCC to approve applications involving similar designs for proposed improvements pertaining to different lots. The role of the NCC is to ensure that the overall quality level of Star Trail is maintained at the highest level possible while still allowing for each owner's individual taste in design, colors and materials.

200 PROCESS FOR CONSTRUCTION

SUBMITTAL OF MASTER PLAN SET

Prior to offering any plan for sale in Star Trail, all builders must submit a master set for review by the Star Trail NCC and Blue Star Allen Land, LP/McCauley Architectural Review.

In cases of repetitive plans being offered for sale in the project, a one-time blanket approval for Builders, who own multiple lots, may be obtained for use at Star Trail.

In cases of individual modifications as might be requested by a prospective homeowner, an individual plan submittal for a specific lot/block will be required in each instance.

Each plan submitted for review under a Master Plan submittal shall include comprehensive construction plans and specifications which shall include, but not be limited to, the following items:

1. Architectural construction plans:

    a. Floor plans at ⅛"scale;
    b. Front elevations with finish notations at ⅛"=1 ft. scale; remaining elevations with finish notations at ⅛" = 1 ft. scale. All elevations should show dimensions with:

        i. %-age of Masonry and all exterior materials and textures;
        ii. Type, size and material of all openings;
        iii. Roof pitch and type of roofing material, and
        iv. Doors and windows.

2. Square footage (first and second floors):

    a. Air-conditioned space (living area).
    b. Other.

The NCC will release the plans submitted by the homebuilder for building permit after full plan review and approval by McCauley Architectural Review.

No plan review will begin until the Master Plan submittal form(s), and complete plan sets are received.

NOTE: Approval of homebuilder plans and specifications by Blue Star Allen Land, LP does not release the homebuilder from fully complying

with all applicable codes and requirements of the Town of Prosper. The review process of Blue Star Allen Land, LP/McCauley Architectural Review is strictly for compliance with the design parameters as dictated in this document.

Allow four (4) weeks for processing architectural review of the Master Plan Set.

Should revisions to an individual plan/elevation be required, a re-submittal of the requested revised plans will be sent to the architect for approval and release prior to the submittal of any site plan for a specific lot/block.

201 MATERIAL SELECTIONS AND COLOR BOARD SUBMITTALS

Each builder shall prepare and submit a complete array of materials and colors to be offered to prospective homebuyers in Star Trail. The selections submittal shall contain the following:

- All brick colors and manufacturer
- Roofing material and color
- Siding material and color
- Trim color
- Garage door color/stain
- Shutter color, etc.

202 SITE PLAN SUBMITTALS

The homebuilder may start construction proceedings upon written receipt of an approved Master Plan submittal and an approved Site Plan submittal, specific to the requested lot/block. Such approvals to be granted contingent upon the receipt of all required permits from the Town of Prosper or other authorities having jurisdiction over the project.

For site plan approval, the homebuilder will submit the attached Site Plan Submittal form accompanied by a 1"=20' plan showing all dimensions, the location of the house on the Lot with all property lines, easements, setback and restriction lines, drives, walks, fences, walls and patios. After NCC plan approval has been issued, no adjustments to the location and siting of the dwelling on the lot are allowed without resubmitting a new site plan for approval by the NCC.

203 MINIMUM SQUARE FOOTAGE BY ZONING CLASSIFICATION

Type A Lots - Each **single story** dwelling constructed on a Type A lot shall contain a minimum of **1800 square feet** of floor space, maximum of **3600 square** feet; **two story** dwellings shall contain a minimum of **2000 square feet** of floor space, **maximum of 3900 square feet**.

Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main building.

Type B Lots - Each **single story** dwelling constructed on a Type B lot shall contain a minimum of **2300 square feet** of floor space, maximum of **4200 square feet**; **two story** dwellings shall contain a minimum of **2650 square feet** of floor space, maximum of **4400 square feet**.

Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main building.

Type C Lots - Each **single story** dwelling constructed on a Type C lot shall contain a minimum of **2500 square feet** of floor space, maximum of **4600 square feet**; two story dwellings shall contain a minimum of **3000 square feet** of floor space, maximum of **4800 square feet**.

Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main building.

Type D Lots - Each single story dwelling constructed on a Type D lot shall contain a minimum of **3000 square feet** of floor space; two story dwellings shall contain minimum of **3500 square feet** of floor space. There are no limitations on maximum square footage on Type D lots.

Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main building.

204 FLOORPLAN AND ELEVATION REPETITION

A minimum of four (4) distinctly different home elevations shall be built on the same side of every street in Star Trail. (Town of Prosper Residential Standards, October 7, 2015.)

On all Star Trail lots on the same side of a village street, repeat of floor plans shall be limited to one in every three lots (ie. a minimum two (2) lot separation.)

On all Star Trail lots on the same side of a village street, repeat of elevation shall be limited to one in every four lots (ie. a minimum three (3) lot separation.)

Additionally, the condition for repeats on all lots shall be such that the same floor plan or elevation may not be built directly across a street OR directly behind but, rather staggered by two (2) lots with the plan repeat as described above. This restriction applies to both the front and side conditions of each lot.

The NCC will have final approval of floor plan, elevation and brick colors, pursuant to policy and procedures established by the NCC and any deviation to the above

Plan and Brick Repeat Policy will be subject to NCC review for consideration of a possible variance.

******The NCC will maintain and provide a record of all plan, elevation and material selections by lot. The responsibility for the accuracy of all new plan submittals is the responsibility of the individual homebuilders.***

205 BRICK REPEAT RESTRICTIONS

On all Star Trail lots on the same side of a village street, repeat of brick shall be limited to one in every three lots (ie. a minimum two (2) lot separation.

Additionally, the restriction for brick repeats on all lots shall be such that the same brick/brick color may not be built directly across from OR behind but, rather staggered by a minimum of two (2) lots. This restriction applies to both the front and side conditions of each lot.

Elevations featuring painted brick and stucco will adhere to the same repeat standards as stated above.

206 PLATE HEIGHT

Each Type A and Type B home shall have a minimum principal plate height of 9' on the first floor.

Each Type C and Type D home shall have a minimum principal plate height of 10' on the first floor.

300 LANDSCAPE REQUIREMENTS

All landscaping will be in accordance with the requirements of PD 66/The Villages of Star Trail, these New Construction Guidelines and the general development standards as required by the Town of Prosper. Nothing herein shall be construed to be less than nor to reduce the requirements of the Town of Prosper.

PRESERVATION OF EXISTING TREES

Preservation and enhancement of any lot area retaining native vegetation is strongly encouraged. No trees measuring six inches (6") or more in diameter at a point four feet (4') above grade may be removed without written approval of the Declarant (such approval not to be unreasonably withheld.)

301 IRRIGATION

Irrigation will be required on all lots in Star Trail. The irrigation system shall be automatically controlled by a time clock and incorporate rain and freeze sensors to prevent water waste and ice formation.

302 LANDSCAPE LIGHTING

While not a requirement for any home built in Star Trail, if used, landscape lighting is to be low key and should be used to accent entrances and special features only. Overall high levels of light are not desired. Intensity should be no greater than that required for pedestrian safety, other than on landscape accent. The scale of this lighting should be at a residential level.

303 REQUIRED LANDSCAPE MATERIAL

LAWNS, FRONT, REAR AND SIDE

Yards (including front, side and rear) shall be completely sodded.

REQUIRED TREE PLANTINGS

All Phase 16, Type B, lots within Star Trail must have a minimum of two (2) large trees in the front yard (species of tree from the following list.) Each large tree must be a minimum 4 caliper inches as measured at 12 inches above grade. If the shape of the lot does not provide adequate room for the planting of two trees in the front yard, then an additional tree may be planted in the rear yard in lieu of the front yard with the Town's approval.

All Phase 14 Type A lots within Star Trail must have a minimum of one (1) large tree in the front yard. Each large tree must be a minimum of 4 caliper inches as measured at 12 inches above grade.

All Phase 14, 15 & 16 lots, Type A and B must have a minimum l large tree in the rear yard.

All Phase 14, 15 & 16 lots, Type A, B, C and D located on a street corner adjacent to a street must have additional large trees planted along the side yard @ 30' OC.

To satisfy the requirements of these guidelines, all large trees must be selected from the following list and be a minimum 4 caliper inches as measured at 12 inches above grade.

REQUIRED SHRUB PLANTINGS

In summary, all Star Trail lots must have shrubs planted to effect a foundation screen across the front and any side elevations of the home visible from a street or common area.

Town of Prosper Development Requirements specify a **minimum** of the following for each zoning classification:

Type A Lots, typical 6,875 sq. feet - Minimum 12, 3 gallon shrubs across the front elevation of the home.
Type B Lots, typical 8,125 sq. feet - Minimum 15, 3 gallon shrubs across the front elevation of the home.

Type C Lots, typical 10,260 square feet - Minimum 20, 3 gallon shrubs across the front elevation of the home.
Type D Lots, typical 11,610 square feet - Minimum 20, 3 gallon shrubs across the front elevation of the home.

In addition, shrubs and hedges shall be planted along any side elevation not screened from view of neighboring homes and streets by a privacy fence.

Corner lots adjacent to a street, including lots with a side elevation facing the front elevation of a home, will require large trees be planted along the side elevation at 30' OC. Shrubs will be required along the foundation to affect a screen.

Shrubs and hedges shall be minimum three (3)-gallon plants and shall be spaced or clustered in an appropriate manner to conceal or direct attention from any exposed foundation. Shrubs and trees that are not included on the list below may be submitted for consideration provided that they meet the following criteria:

1. Native species and evergreens;
2. Relatively resistant to insects and diseases;
3. Cold hardy material
4. Adaptability to existing soil conditions; and
5. Long life expectancy.

304 PLANT LIST

Particular attention should be paid to the individual soil conditions and soil preparation to provide adequate drainage for all planted vegetation.

Large Canopy Trees

1. Pecan
2. Southern Magnolia
3. Shumard Oak
4. Cedar Elm
5. Texas Ash
6. Bur Oak
7. Live Oak
8. Fruitless Sweetgum
9. Southern Live Oak
10. Sycamore
11. Red Oak
12. Chinese Pistache
13. Bald Cypress
14. Lacebark Elm
15. Eastern Red Cedar

Ornamental Trees

1. Aristocrat Pear
2. Crepe Myrtle
3. Mexican Plum
4. Yaupon Holly
5. Redbud
6. Roughleafed Dogwood
7. Texas Persimmon
8. Tree-Form Holly, e.g. Nellie R. Stevens Holly, Foster Holly
9. Desert Willow
10. Hawthorne
11. Ornamental Pear
12. Possumhaw Holly
13. Vitex
14. Taylor Juniper
15. Arizona Cypress

SHRUBS

1. Dwarf Glossy Abelia/Glossy Abelia
2. Juniper
3. Barberry
4. Texas Sage (Cenizia)
5. Dwarf Yaupon Holly
6. Dwarf Burford Holly/Burford Holly
7. Indian Hawthorne(?)
8. Cleyera
9. Nellie R. Stevens Holly
10. Sweet Viburnum
11. Willowleaf Holly
12. Dwarf Chinese Holly
13. Purpleleaf Japanese Barberry
14. Nandina
15. Encore Azalea(?)

STRUCTURES

400 ROOF AND ROOFING MATERIAL

On all residential lots in Star Trail, 65% of any composition roof shall maintain a minimum roof pitch of 8:12. If the surface area of any residential lot in Star Trail is built with clay tile, cement tile, slate or slate products, or metal roofing material, a minimum of 75% shall maintain a minimum roof pitch of 3:12. (Town of Prosper Development Requirements Chapter 4, Section 9.8 A.)

Roof structures shall be out of conventional frames or wood trusses. Maximum height of any structure in Star Trail is 40 feet. Town of Prosper requires a residential sprinkler system be installed in any structure over 35 feet in height.

Finish materials for pitched roofs must be consistent throughout the individual villages at Star Trail. Acceptable materials are flat cement tiles, barrel type cement tiles, barrel clay tile or architectural type dimensional fiberglass singles with a 30-year warranty.

Gutters and downspouts may be exposed only if painted properly to match the color or the fascia, wall or column

All exposed roof vents, valleys, flashing and pipes extending through the roof shall be painted the same color as the roof.

401 EXTERIOR WALLS

The following requirements apply to all exterior walls and all kinds of facade applications for all structures. All elements of all elevations shall complete a total and continuous design.

All materials must be in compliance with the local Building Code and any other local regulations of the Town of Prosper.

Exterior wall finishes shall be consistent in color schemes, texture, composition and character throughout the individual villages at Star Trail. All exterior finishes

will be subject to review and approval by the NCC. Walls with any type of exposed modular units will not be permitted.

100% masonry (brick, stone or stucco) on all front elevations. No siding of any kind will be allowed.

Housing elevations visible from any adjoining street, community entry, open space, common area, park, greenbelt shall be 100% brick, stone or stucco (**no siding of any kind will be allowed**).

Acceptable finishes are the following:

A. Brick may be painted with the approval of the NCC as to color.
B. Stone
C. Cementitious lap siding (no more than 30% on any individual elevation in Type A and Type B lots; 20% max on Type C and Type D lots) 100% masonry on all front elevations. NOTE: Cement fiber products may not be used in meeting the 70%-80% masonry requirement except in recessed and/or cantilevered features. Examples are porches, dormers, etc.
D. Stucco (smooth, skip trowel or shot blast, as examples); and
E. Other finishes permitted by the Town of Prosper subject to ARC approval.

Please refer to the Attached Exhibit for specific masonry requirements by lot and elevation.

402 BALCONY PLACEMENT

No rear facing balconies will be allowed on any lots in Star Trail except those lots that back/side to a park, greenbelt or street.

403 WINDOWS

All window framing will be black, bronzed, cream, sand or white anodized aluminum, vinyl or wood.

Window shutters, as an architectural design element, may be approved on a plan by plan basis.

No reflective window coverings or treatments shall be permitted at Star Trail. The ARC, at its discretion, may control or prohibit window coverings and treatments not reasonably compatible with aesthetic standards of the area.

404 EXTERIOR WALL COLORS

When finish materials for the exterior of the structures require painting, the color selection shall be based on compatible colors throughout the individual villages at Star Trail.

Homebuilders will offer color schemes and paint colors previously approved by the NCC.

In no circumstance shall two (2) houses of identical brick and paint color packages be permitted on adjacent lots fronting the same road. See Section 205 for additional considerations on brick/color repeats.

405 GARAGES AND DRIVEWAY MATERIALS

All Star Trail homes shall have a minimum of one (1) two (2) car garage but no more than two (2) two (2) car garages. Type A and Type B lots shall have no more than three (3) car garages. Each garage must meet a 400 square feet minimum.

No carports shall be permitted.

No garage door directly facing a street shall be less than 25 feet from the property line.

Garage doors directly facing a street shall not occupy more than fifty percent (50%) of the width of the front façade of the house.

Homes may feature up to a three (3) car garage provided all three bays not face the street but are split in a two/one configuration.

Garage door stain will be selected from builder's approved color selection.

No standard, traditional steel garage doors, painted or stained, will be allowed on any lot in Star Trail.

Doors must be constructed of a material that gives the appearance of a real wood door when viewed from any community street. Materials may consist of paint or stain grade wood (Cedar, Ash, Hemlock, etc.) or other material, including fiberglass or steel, that when stained or painted gives the appearance of a real wood door.

Doors may be single or double wide doors.

Additionally, two of the following upgrades must be incorporated:

If single doors, doors must be separated by a masonry column.

Garage doors may be "carriage style door" designs giving the appearance of a classic swing-open design with the flexibility of an overhead door operation.

Doors may incorporate decorative hardware.

Doors may incorporate windows.

DRIVEWAYS

All Star Trail Phase 14, 15 & 16 residential lots in zoning classification Types A and B will feature **driveways** with a salt finish.

403 DOORS

Screen doors shall be compatible with the design and color of the home.

Entrance doors shall be compatible with the house design. Material shall be solid wood, fiberglass or metal insulated type.

404 AWNINGS

Awnings are prohibited in Star Trail.

405 DETACHED STRUCTURES

Any free standing structure contemplated for a property, such as, but not limited to, a pavilion, a gazebo, platform, doghouse or dog run, playhouse, cabana, etc. must be submitted for approval with the required drawings and information. Approval will be granted only upon the merit of the structure, its location within the standard building setbacks for the particular zoning, its compatibility with the main house and its desirability for the neighborhood.

No free standing garage, garage apartment, storage or guest house will be allowed in Star Trail.

406 FENCING

Fencing is required in Star Trail per the attached exhibit. Certain sections/types of fencing will be installed by the developer, as noted. The remaining fencing is the requirement of the builder.

Fencing guidelines are as follows:

Land Adjacent to Public Park/Public Hike and Bike Trail

Require a decorative ornamental iron fence, minimum 4 foot in height, abutting said public area. (PD-66 as Amended May, 2017)

Fencing on all other residential lots will be constructed of masonry, iron or cedar per the developer requirements as shown on the attached fencing exhibit.

Masonry will only be allowed on lots adjacent to or abutting HOA-owned common area lots.

If cedar fencing is required, the fence will be built with a top rail and shall be supported with galvanized steel posts, 8 foot OC. all cedar fencing will be typical board-on-board per the attached exhibit.

All residential lots located on a corner adjacent to a street shall require either decorative metal or board-on-board fencing along the sideyard adjoining the street with masonry columns, placed at 21 feet (max) OC. A detail of the required masonry column is attached. All other fencing on a corner lot (ie. rear and lot-to-lot side) may be board–on-board provided said fencing is not abutting public park or hike/bike trail/public areas which require ornamental iron.

In deciding how to "face" the cedar fencing, unless otherwise stipulated by Town of Prosper guidelines or PD 66, the first homebuilder building will set the standard for fence facings (ie. posts in or out.) Adjacent homes will adhere to this standard unless an agreement is reached on double facing any fence section.

ALL WOOD FENCING WILL BE A CONSISTENT COLOR THROUGHOUT STAR TRAIL.

IF THE FENCE PANELS ARE PRE-STAINED, IE. ACE FENCING:

The stain is: Seal Rite- Medium Brown, an oil base, semi-transparent stain that offers a natural look.

IF THE FENCE PANELS ARE NOT STAINED PRIOR TO INSTALLATION:

The stain may be purchased directly from Ace OR be color matched at Sherwin Williams, Home Depot, Lowes while making sure it is oil based.
If purchasing the stain, use "Ready Seal, Medium Brown, Color number OS-015B."

FENCING RETURNS:

All lots requiring board-on-board sideyard fencing will also require a board-on-board return to the house.

All lots requiring standard wood fences with standard wooden sideyard conditions will have standard wooden returns to the house.

All lots requiring ornamental iron fencing require a ornamental iron return to the house.

Fencing specifications by lot as outlined on the attached color exhibit carry the following specifications:.

The fencing setbacks for the four Star Trail lot classifications are as follows:

*Type A/55' lot zoning - no fencing shall extend beyond a point ten foot (10') behind the front wall plane of the structure into the front yard.

*Type B/65' lot zoning - no fencing shall extend beyond a point ten foot (10') behind the front wall plane of the structure into the front yard.

*Type C/76' lot zoning - no fencing shall extend beyond a point fifteen feet (15') behind the front wall plane of the structure into the front yard.

*Type D/86' lot zoning - no fencing shall extend beyond a point fifteen feet(15') behind the front wall plane of the structure into the front yard.

407 AIR CONDITIONERS

No window or wall air conditioning units will be permitted on any building in Star Trail.

Outside condensing units (compressors) which are not located within a privacy fenced area shall be entirely screened by shrubbery, a solid privacy enclosure or through building orientation. Appropriate access and service space will be provided; however, such access shall never be visible from the street(s). This screening requirement shall also apply to pool equipment located outside a privacy fenced area.

408 FIREPLACES AND CHIMNEYS

Unless an alternate material is approved by the Town Council of Prosper, the exterior cladding of any chimney must be 100% masonry constructed of either brick, natural stone or stucco. Town of Prosper October, 2015

409 SWIMMING POOLS, ALL OUTDOOR STRUCTURES

Any construction that affects the exterior of a Star Trail home including construction of a pool, gazebo, trellis, etc. under the supervision of the homebuilder shall be subject to the review and approval of the NCC. Pool equipment shall be screened by shrubbery if located outside a privacy fenced area.

410 MAILBOXES

The Town of Prosper, under direction from the USPS, will require Cluster Mailboxes in Star Trail. Specific location(s) to be published prior to Substantial Completion.

Star Trail
New Construction Review Application

Once builder has submitted and received comments/approval of a Master Plan submittal(s), with materials and colors to be offered in Star Trail, subsequent submittals for construction will not require a second full set of plans. Builders may subsequently submit one (1) copy of this completed form and one (1) scaled site plan (1"=20') indicating adherence to all setbacks, location of HVAC equipment and fencing material/placement for each new release. Any revisions to an existing approved floorplan and/or elevation per the Master Plan submittal set will require a full set of plans be submitted for review/ approval.

This applicant acknowledges and agrees the New Construction Committee (NCC) and the Villages of Star Trail Homeowners Association, Inc. (HOA) assume no liability resulting from the approval or disapproval of any plan(s) submitted by the applicant. The NCC and the HOA have no liability and make no representations regarding the adequacy or quality of any submitted plans or whether such plans comply with any or all local, state or national governmental requirements.

Builder/Applicant: _____ Date: _____

Contact: _____ Telephone: _____

Zoning Classification: ____ Phase: __ Lot/Block: ____ Street Address: _____

Plan Name/Number: _____ Elevation: _____

Total A/C Sq. Footage: _____ 1st Floor A/C: _____ 2nd Floor A/C: _____

Released as (Check one) Model: _____ Spec: _____ Build-to-suit: _____

MATERIAL SCHEDULE AND COLOR SELECTIONS

SIDING:

Wood: ____ Manufacturer & Stain/Paint Color: _____

Cementitious: _____ Manufacturer/Color: _____

All materials and colors must be submitted and approved prior to construction in Star Trail. All minimum masonry requirements must be met per elevation. Cementitious siding may not be included in meeting the required masonry percentage per elevation. In calculating the maximum siding per elevation, all windows surrounded by siding will count the window square footage as siding.

MASONRY:

Stone: _____ Color: _____

Stucco: _____ Color: _____

Brick: _____ Manufacturer/Color: _____

NCC Submittal Application
Page Two

ROOFING:

Composition: ____ Manufacturer/Color: _____

Tile: _____ Manufacturer/Color: _____

GARAGE DOOR PAINT/STAIN: Manufacturer/Color: _____

General Comments: _____

_____

_____

MATERIAL AND COLOR APPROVALS:

SIDING %-AGE FRONT: _____ **REAR:**_____ **LEFT ELEVATION:** _____ **RIGHT ELEVATION:**_____

MASONRY %-AGE FRONT: _____ **REAR:** _____ **LEFT ELEVATION:** _____ **RIGHT ELEVATION:** _____

COLORS:

SIDING: **WOOD PAINT:** _____ **WOOD STAIN** _____

CEMENTITIOUS: _____

GARAGE DOOR STAIN: _____

MASONRY: **STONE:** _____ **BRICK:** _____ **STUCCO:** _____

ROOFING: _____

COMMENTS: _____

_____

_____

_____

REVIEWED ON: _____ **BY:** _____

Collin County
Honorable Stacey Kemp
Collin County Clerk

Instrument Number: 2025000000511

eRecording - Real Property

HOMEOWNERS ASSOC DOCS

Recorded On: January 02, 2025 02:38 PM

Number of Pages: 24

" Examined and Charged as Follows: "

Total Recording: $113.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	2025000000511
Receipt Number:	20250102000566
Recorded Date/Time:	January 02, 2025 02:38 PM
User:	Suzanne S
Station:	Station 2

Record and Return To:

Simplifile

STATE OF TEXAS
COUNTY OF COLLIN

I hereby certify that this Instrument was FILED **In the File Number sequence on the date/time printed hereon, and was duly** RECORDED **in the Official Public Records of Collin County, Texas.**

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX

Stacey Kemp

SUPPLEMENTAL NOTICE OF FILING
OF
DEDICATORY INSTRUMENTS
FOR
VILLAGES OF STAR TRAIL
[Camera Footage Use Policy and Design Guidelines (Phases 14, 15 & 16)]

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

THIS SUPPLEMENTAL NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR VILLAGES OF STAR TRAIL (this "Supplement") is made this 2nd day of January, 2025, by the Villages of Star Trail Homeowners Association, Inc., a Texas nonprofit corporation (the "Association").

W I T N E S S E T H:

WHEREAS, Declarant recorded that certain Declaration of Covenants, Restrictions and Easements for Villages of Star Trail on or about December 7, 2016, as Instrument No. 20161207001660140 of the Real Property Records of Collin County, Texas, as amended and supplemented (the "Declaration"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development subject to the Declaration, which development is more particularly described in the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the development is located; and

WHEREAS, on or about September 1, 2017, the Association filed a Notice of Filing of Dedicatory Instruments for Villages of Star Trail as Document No. 20170901001180190 of the Real Property Records of Collin County, Texas (the "Notice"); and

WHEREAS, the Association desires to supplement the Notice to record the "Camera Footage Use Policy" attached hereto as **Exhibit "A-1"** and the "Design Guidelines" attached as **Exhibit "A-2"**.

NOW, THEREFORE, the dedicatory instruments attached hereto as **Exhibit "A-1"** and **Exhibit "A-2"** are true and correct copies of the originals and are hereby filed of record in the Real Property Records of Collin County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Supplement to be executed by its duly authorized agent as of the date first above written.

VILLAGES OF STAR TRAIL HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation

By: _____

Printed Name: Kerry Harrington

Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Kerry Harrington Vice President of Villages of Star Trail Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 2nd day of January, 2025.

FRANCES WILL
My Notary ID # 3290398
Expires May 22, 2025

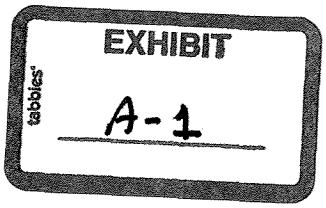
Frances Will
Notary Public, State of Texas

5-22-2025
My Commission Expires

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Exhibit "A"

1. Camera Footage Use Policy
2. Design Guidelines (Phases 14, 15 & 16)



VILLAGES OF STAR TRAIL HOMEOWNERS ASSOCIATION, INC.

CAMERA FOOTAGE USE POLICY

WHEREAS, pursuant to Article IV, Section 4.3 of the Declaration of Covenants, Conditions and Restrictions for Villages of Star Trail (the "**Declaration**"), the Board of Directors of the Villages of Star Trail Homeowners Association, Inc. (the "**Association**" or "**HOA**") may adopt, amend, repeal and enforce reasonable Rules and Regulations, and penalties for infractions thereof, governing the occupancy, leasing, use, disposition, maintenance, appearance, and enjoyment of the Common Areas and Lots; and

WHEREAS, the Board desires to adopt this Camera Footage Use Policy (this "**Policy**") to establish clear guidelines on how surveillance footage will be collected, stored, accessed, and shared, with an emphasis on protecting privacy while addressing security concerns such as vandalism and criminal activity.

NOW, THEREFORE, pursuant to the above authority, the Board of Directors hereby adopts this Camera Footage Use Policy:

1. Purpose and Scope of Surveillance Cameras

- **Primary Use**: Cameras are installed in designated common areas of the community for the purpose of monitoring and deterring criminal activity, such as vandalism, theft, illegal dumping, or other activities that may damage property or abuse of reservation systems.

- **No Tracking of Personal Behavior**: Surveillance cameras will not be used for monitoring the everyday activities or behavior of residents, children, or visitors, including harmless activities such as playing, walking, or socializing.

- **Focus Areas**: Cameras will be placed in public, high-traffic areas (e.g., parking lots, playgrounds, clubhouses, entrance points), with minimal impact on private spaces (e.g., homes or private yards).

2. Camera Placement

- **Designated Locations**: Cameras will be installed in areas deemed appropriate by the HOA Board, with a focus on monitoring criminal activity and protecting common property. The locations of cameras will be clearly communicated to the community, and signage indicating the presence of cameras will be visible.

- **Privacy Considerations**: Cameras will not be directed at private residences, private yards, or areas where residents have a reasonable expectation of privacy (e.g., bathrooms, inside homes).

• **Review and Updates**: Camera placements will be periodically reviewed to ensure they are aligned with the evolving needs of community security and privacy protection.

3. Storage and Retention of Footage

• **Data Storage**: All footage will be securely stored on encrypted digital devices or cloud-based systems, accessible only by authorized personnel.

• **Retention Period**: Footage will be retained for a maximum of 30 days, after which it will be automatically deleted unless it is required for an ongoing investigation or legal matter.

• **Access**: Only HOA security personnel, authorized board members, and law enforcement (when necessary) will have access to footage.

4. Sharing and Use of Footage

• **Internal Use**: Footage may be reviewed by authorized HOA personnel solely for security purposes (e.g., investigating vandalism or damage to property). Footage may also be used for general security management or community safety discussions.

• **Release to Law Enforcement**: Footage may be shared with law enforcement only when requested for the investigation of criminal activity, vandalism, or other security concerns. In such cases, the footage will be provided in a secure and controlled manner, and the HOA will maintain a record of the release.

• **Prohibited Use**: Footage will not be used for purposes such as:

  o Tracking or monitoring the behavior of children or residents engaged in non-criminal activities.

  o Posting or sharing footage on social media or public platforms without prior approval from law enforcement.

  o Using footage to address disputes or minor infractions unrelated to security concerns (e.g., noise complaints, minor behavioral issues).

5. Disclosure and Notification

• **Resident Notification**: All residents will be informed about the installation of cameras within the community. Signage will be posted in areas where cameras are in use, and information will be included in the HOA's governing documents, such as newsletters or emails, explaining the purpose and use of surveillance.

• **Transparency**: Upon request, residents can contact the HOA to inquire about camera placement and request information on footage access and retention policies.

6. Privacy Protections

• **Respect for Privacy**: Surveillance will be focused on public, communal areas, and will not infringe on the privacy of residents. The HOA will ensure that the cameras do not intrude upon areas where residents have a reasonable expectation of privacy, such as private yards or homes.

• **Data Protection**: All footage will be stored in compliance with applicable data protection laws. The HOA will implement appropriate safeguards to ensure that personal data is not improperly accessed, shared, or misused.

• **Sensitive Footage**: In the event that footage inadvertently captures individuals who are not involved in any criminal activity, such footage will be used solely for security purposes and will not be shared publicly.

7. Social Media and Public Sharing

• **No Public Sharing**: Footage will not be shared on social media platforms or public websites without express permission from law enforcement. The HOA will not publicly disclose any footage without a valid, lawfully justified reason.

• **Law Enforcement Action**: In the event that law enforcement decides to release footage to the public (e.g., for public assistance in identifying suspects), the HOA will cooperate but will not initiate such actions on its own.

• **Vigilantism Prevention**: The HOA discourages the use of surveillance footage for vigilantism or public shaming. Social media is not an appropriate channel for resolving security concerns.

8. Violations and Accountability

• **Misuse of Footage**: Any misuse of surveillance footage by HOA personnel, board members, or contractors will be subject to disciplinary action, up to and including removal from the board or termination of employment/contractual relationship.

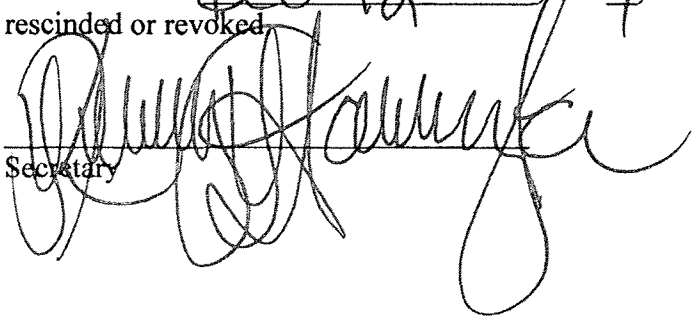
• **Reporting Violations**: Residents who believe the HOA's camera footage policy is being violated or who have concerns about the misuse of footage should report the issue to the HOA board, which will review the matter and take appropriate action.

9. Policy Review

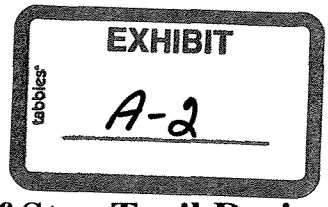
• **Periodic Review**: This policy will be reviewed annually by the HOA Board to ensure it remains in compliance with legal requirements and aligns with the community's needs.

• **Resident Input**: Residents are encouraged to provide feedback or concerns about the surveillance policy, which will be considered during the review process.

This is to certify that the foregoing Camera Footage Use Policy was adopted by the Board of Directors of the Villages of Star Trail Homeowners, Inc. at a meeting of same held on DEC 12, 2024, and has not been modified, rescinded or revoked.



Secretary



The Villages of Star Trail Design Guidelines

December 31, 2024 PHASE 14, 15 & 16

100 TITLE

This compilation of guidelines shall be known as the Villages of Star Trail Design Guidelines, hereinafter referred to as "Guidelines" for Star Trail.

101 PURPOSE

The purpose of these Guidelines is to provide certain minimum standards, provisions and requirements for appropriate and acceptable design and minimum required criteria for homebuilders and homeowners implementing new construction within Star Trail.

The suggestions, recommendations and requirements expressed in these guidelines hinge upon final approval of plans by and at the discretion of Blue Star Allen Land, LP, a Texas limited partnership, as the Declarant through the New Construction Committee (NCC.)

These guidelines are compatible and in continuity with the requirements of the Town of Prosper and the Declaration of Covenants, Conditions and Restrictions (the "Declaration") for the Villages of Star Trail.

102 SCOPE

These guidelines are for the purpose of outlining the minimum requirements for residences in Star Trail as well as to assist homebuilders and homeowners in the design of their residences. The evaluation of each submittal to the NCC relates to matters of judgment and taste, which cannot be reduced to a simple list of measurable criteria. It is possible a submission may meet all guidelines and criteria listed below and still not receive approval, if in the judgment of the NCC its overall aesthetic impact is not acceptable. The approval of an application for one proposed improvement shall not be construed as creating any obligation on the part of the NCC to approve applications involving similar designs for proposed improvements pertaining to different lots. The role of the NCC is to ensure that the overall quality level of Star Trail is maintained at the highest level possible while still allowing for each owner's individual taste in design, colors and materials.

200 PROCESS FOR CONSTRUCTION

SUBMITTAL OF MASTER PLAN SET

Prior to offering any plan for sale in Star Trail, all builders must submit a master set for review by the Star Trail NCC and Blue Star Allen Land, LP/McCauley Architectural Review.

In cases of repetitive plans being offered for sale in the project, a one-time blanket approval for Builders, who own multiple lots, may be obtained for use at Star Trail.

In cases of individual modifications as might be requested by a prospective homeowner, an individual plan submittal for a specific lot/block will be required in each instance.

Each plan submitted for review under a Master Plan submittal shall include comprehensive construction plans and specifications which shall include, but not be limited to, the following items:

1. Architectural construction plans:

    a. Floor plans at ⅛"scale;
    b. Front elevations with finish notations at ⅛"=1 ft. scale; remaining elevations with finish notations at ⅛" = 1 ft. scale. All elevations should show dimensions with:

        i. %-age of Masonry and all exterior materials and textures;
        ii. Type, size and material of all openings;
        iii. Roof pitch and type of roofing material, and
        iv. Doors and windows.

2. Square footage (first and second floors):

    a. Air-conditioned space (living area).
    b. Other.

The NCC will release the plans submitted by the homebuilder for building permit after full plan review and approval by McCauley Architectural Review.

No plan review will begin until the Master Plan submittal form(s), and complete plan sets are received.

NOTE: Approval of homebuilder plans and specifications by Blue Star Allen Land, LP does not release the homebuilder from fully complying

with all applicable codes and requirements of the Town of Prosper. The review process of Blue Star Allen Land, LP/McCauley Architectural Review is strictly for compliance with the design parameters as dictated in this document.

Allow four (4) weeks for processing architectural review of the Master Plan Set.

Should revisions to an individual plan/elevation be required, a re-submittal of the requested revised plans will be sent to the architect for approval and release prior to the submittal of any site plan for a specific lot/block.

201 MATERIAL SELECTIONS AND COLOR BOARD SUBMITTALS

Each builder shall prepare and submit a complete array of materials and colors to be offered to prospective homebuyers in Star Trail. The selections submittal shall contain the following:

- All brick colors and manufacturer
- Roofing material and color
- Siding material and color
- Trim color
- Garage door color/stain
- Shutter color, etc.

202 SITE PLAN SUBMITTALS

The homebuilder may start construction proceedings upon written receipt of an approved Master Plan submittal and an approved Site Plan submittal, specific to the requested lot/block. Such approvals to be granted contingent upon the receipt of all required permits from the Town of Prosper or other authorities having jurisdiction over the project.

For site plan approval, the homebuilder will submit the attached Site Plan Submittal form accompanied by a 1"=20' plan showing all dimensions, the location of the house on the Lot with all property lines, easements, setback and restriction lines, drives, walks, fences, walls and patios. After NCC plan approval has been issued, no adjustments to the location and siting of the dwelling on the lot are allowed without resubmitting a new site plan for approval by the NCC.

203 MINIMUM SQUARE FOOTAGE BY ZONING CLASSIFICATION

Type A Lots - Each **single story** dwelling constructed on a Type A lot shall contain a minimum of **1800 square feet** of floor space, maximum of **3600 square** feet; **two story** dwellings shall contain a minimum of **2000 square feet** of floor space, **maximum of 3900 square feet**.

Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main building.

Type B Lots - Each **single story** dwelling constructed on a Type B lot shall contain a minimum of **2300 square feet** of floor space, maximum of **4200 square feet**; **two story** dwellings shall contain a minimum of **2650 square feet** of floor space, maximum of **4400 square feet**.

Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main building.

Type C Lots - Each **single story** dwelling constructed on a Type C lot shall contain a minimum of **2500 square feet** of floor space, maximum of **4600 square feet**; two story dwellings shall contain a minimum of **3000 square feet** of floor space, maximum of **4800 square feet**.

Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main building.

Type D Lots - Each single story dwelling constructed on a Type D lot shall contain a minimum of **3000 square feet** of floor space; two story dwellings shall contain minimum of **3500 square feet** of floor space. There are no limitations on maximum square footage on Type D lots.

Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main building.

204 FLOORPLAN AND ELEVATION REPETITION

A minimum of four (4) distinctly different home elevations shall be built on the same side of every street in Star Trail. (Town of Prosper Residential Standards, October 7, 2015.)

On all Star Trail lots on the same side of a village street, repeat of floor plans shall be limited to one in every three lots (ie. a minimum two (2) lot separation.)

On all Star Trail lots on the same side of a village street, repeat of elevation shall be limited to one in every four lots (ie. a minimum three (3) lot separation.)

Additionally, the condition for repeats on all lots shall be such that the same floor plan or elevation may not be built directly across a street OR directly behind but, rather staggered by two (2) lots with the plan repeat as described above. This restriction applies to both the front and side conditions of each lot.

The NCC will have final approval of floor plan, elevation and brick colors, pursuant to policy and procedures established by the NCC and any deviation to the above

Plan and Brick Repeat Policy will be subject to NCC review for consideration of a possible variance.

******The NCC will maintain and provide a record of all plan, elevation and material selections by lot. The responsibility for the accuracy of all new plan submittals is the responsibility of the individual homebuilders.***

205 BRICK REPEAT RESTRICTIONS

On all Star Trail lots on the same side of a village street, repeat of brick shall be limited to one in every three lots (ie. a minimum two (2) lot separation.

Additionally, the restriction for brick repeats on all lots shall be such that the same brick/brick color may not be built directly across from OR behind but, rather staggered by a minimum of two (2) lots. This restriction applies to both the front and side conditions of each lot.

Elevations featuring painted brick and stucco will adhere to the same repeat standards as stated above.

206 PLATE HEIGHT

Each Type A and Type B home shall have a minimum principal plate height of 9' on the first floor.

Each Type C and Type D home shall have a minimum principal plate height of 10' on the first floor.

300 LANDSCAPE REQUIREMENTS

All landscaping will be in accordance with the requirements of PD 66/The Villages of Star Trail, these New Construction Guidelines and the general development standards as required by the Town of Prosper. Nothing herein shall be construed to be less than nor to reduce the requirements of the Town of Prosper.

PRESERVATION OF EXISTING TREES

Preservation and enhancement of any lot area retaining native vegetation is strongly encouraged. No trees measuring six inches (6") or more in diameter at a point four feet (4') above grade may be removed without written approval of the Declarant (such approval not to be unreasonably withheld.)

301 IRRIGATION

Irrigation will be required on all lots in Star Trail. The irrigation system shall be automatically controlled by a time clock and incorporate rain and freeze sensors to prevent water waste and ice formation.

302 LANDSCAPE LIGHTING

While not a requirement for any home built in Star Trail, if used, landscape lighting is to be low key and should be used to accent entrances and special features only. Overall high levels of light are not desired. Intensity should be no greater than that required for pedestrian safety, other than on landscape accent. The scale of this lighting should be at a residential level.

303 REQUIRED LANDSCAPE MATERIAL

LAWNS, FRONT, REAR AND SIDE

Yards (including front, side and rear) shall be completely sodded.

REQUIRED TREE PLANTINGS

All Phase 16, Type B, lots within Star Trail must have a minimum of two (2) large trees in the front yard (species of tree from the following list.) Each large tree must be a minimum 4 caliper inches as measured at 12 inches above grade. If the shape of the lot does not provide adequate room for the planting of two trees in the front yard, then an additional tree may be planted in the rear yard in lieu of the front yard with the Town's approval.

All Phase 14 Type A lots within Star Trail must have a minimum of one (1) large tree in the front yard. Each large tree must be a minimum of 4 caliper inches as measured at 12 inches above grade.

All Phase 14, 15 & 16 lots, Type A and B must have a minimum l large tree in the rear yard.

All Phase 14, 15 & 16 lots, Type A, B, C and D located on a street corner adjacent to a street must have additional large trees planted along the side yard @ 30' OC.

To satisfy the requirements of these guidelines, all large trees must be selected from the following list and be a minimum 4 caliper inches as measured at 12 inches above grade.

REQUIRED SHRUB PLANTINGS

In summary, all Star Trail lots must have shrubs planted to effect a foundation screen across the front and any side elevations of the home visible from a street or common area.

Town of Prosper Development Requirements specify a **minimum** of the following for each zoning classification:

Type A Lots, typical 6,875 sq. feet - Minimum 12, 3 gallon shrubs across the front elevation of the home.
Type B Lots, typical 8,125 sq. feet - Minimum 15, 3 gallon shrubs across the front elevation of the home.

Type C Lots, typical 10,260 square feet - Minimum 20, 3 gallon shrubs across the front elevation of the home.
Type D Lots, typical 11,610 square feet - Minimum 20, 3 gallon shrubs across the front elevation of the home.

In addition, shrubs and hedges shall be planted along any side elevation not screened from view of neighboring homes and streets by a privacy fence.

Corner lots adjacent to a street, including lots with a side elevation facing the front elevation of a home, will require large trees be planted along the side elevation at 30' OC. Shrubs will be required along the foundation to affect a screen.

Shrubs and hedges shall be minimum three (3)-gallon plants and shall be spaced or clustered in an appropriate manner to conceal or direct attention from any exposed foundation. Shrubs and trees that are not included on the list below may be submitted for consideration provided that they meet the following criteria:

1. Native species and evergreens;
2. Relatively resistant to insects and diseases;
3. Cold hardy material
4. Adaptability to existing soil conditions; and
5. Long life expectancy.

304 PLANT LIST

Particular attention should be paid to the individual soil conditions and soil preparation to provide adequate drainage for all planted vegetation.

Large Canopy Trees

1. Pecan
2. Southern Magnolia
3. Shumard Oak
4. Cedar Elm
5. Texas Ash
6. Bur Oak
7. Live Oak
8. Fruitless Sweetgum
9. Southern Live Oak
10. Sycamore
11. Red Oak
12. Chinese Pistache
13. Bald Cypress
14. Lacebark Elm
15. Eastern Red Cedar

Ornamental Trees

1. Aristocrat Pear
2. Crepe Myrtle
3. Mexican Plum
4. Yaupon Holly
5. Redbud
6. Roughleafed Dogwood
7. Texas Persimmon
8. Tree-Form Holly, e.g. Nellie R. Stevens Holly, Foster Holly
9. Desert Willow
10. Hawthorne
11. Ornamental Pear
12. Possumhaw Holly
13. Vitex
14. Taylor Juniper
15. Arizona Cypress

SHRUBS

1. Dwarf Glossy Abelia/Glossy Abelia
2. Juniper
3. Barberry
4. Texas Sage (Cenizia)
5. Dwarf Yaupon Holly
6. Dwarf Burford Holly/Burford Holly
7. Indian Hawthorne(?)
8. Cleyera
9. Nellie R. Stevens Holly
10. Sweet Viburnum
11. Willowleaf Holly
12. Dwarf Chinese Holly
13. Purpleleaf Japanese Barberry
14. Nandina
15. Encore Azalea(?)

STRUCTURES

400 ROOF AND ROOFING MATERIAL

On all residential lots in Star Trail, 65% of any composition roof shall maintain a minimum roof pitch of 8:12. If the surface area of any residential lot in Star Trail is built with clay tile, cement tile, slate or slate products, or metal roofing material, a minimum of 75% shall maintain a minimum roof pitch of 3:12. (Town of Prosper Development Requirements Chapter 4, Section 9.8 A.)

Roof structures shall be out of conventional frames or wood trusses. Maximum height of any structure in Star Trail is 40 feet. Town of Prosper requires a residential sprinkler system be installed in any structure over 35 feet in height.

Finish materials for pitched roofs must be consistent throughout the individual villages at Star Trail. Acceptable materials are flat cement tiles, barrel type cement tiles, barrel clay tile or architectural type dimensional fiberglass singles with a 30-year warranty.

Gutters and downspouts may be exposed only if painted properly to match the color or the fascia, wall or column

All exposed roof vents, valleys, flashing and pipes extending through the roof shall be painted the same color as the roof.

401 EXTERIOR WALLS

The following requirements apply to all exterior walls and all kinds of facade applications for all structures. All elements of all elevations shall complete a total and continuous design.

All materials must be in compliance with the local Building Code and any other local regulations of the Town of Prosper.

Exterior wall finishes shall be consistent in color schemes, texture, composition and character throughout the individual villages at Star Trail. All exterior finishes

will be subject to review and approval by the NCC. Walls with any type of exposed modular units will not be permitted.

100% masonry (brick, stone or stucco) on all front elevations. No siding of any kind will be allowed.

Housing elevations visible from any adjoining street, community entry, open space, common area, park, greenbelt shall be 100% brick, stone or stucco (**no siding of any kind will be allowed**).

Acceptable finishes are the following:

A. Brick may be painted with the approval of the NCC as to color.
B. Stone
C. Cementitious lap siding (no more than 30% on any individual elevation in Type A and Type B lots; 20% max on Type C and Type D lots) 100% masonry on all front elevations. NOTE: Cement fiber products may not be used in meeting the 70%-80% masonry requirement except in recessed and/or cantilevered features. Examples are porches, dormers, etc.
D. Stucco (smooth, skip trowel or shot blast, as examples); and
E. Other finishes permitted by the Town of Prosper subject to ARC approval.

Please refer to the Attached Exhibit for specific masonry requirements by lot and elevation.

402 BALCONY PLACEMENT

No rear facing balconies will be allowed on any lots in Star Trail except those lots that back/side to a park, greenbelt or street.

403 WINDOWS

All window framing will be black, bronzed, cream, sand or white anodized aluminum, vinyl or wood.

Window shutters, as an architectural design element, may be approved on a plan by plan basis.

No reflective window coverings or treatments shall be permitted at Star Trail. The ARC, at its discretion, may control or prohibit window coverings and treatments not reasonably compatible with aesthetic standards of the area.

404 EXTERIOR WALL COLORS

When finish materials for the exterior of the structures require painting, the color selection shall be based on compatible colors throughout the individual villages at Star Trail.

Homebuilders will offer color schemes and paint colors previously approved by the NCC.

In no circumstance shall two (2) houses of identical brick and paint color packages be permitted on adjacent lots fronting the same road. See Section 205 for additional considerations on brick/color repeats.

405 GARAGES AND DRIVEWAY MATERIALS

All Star Trail homes shall have a minimum of one (1) two (2) car garage but no more than two (2) two (2) car garages. Type A and Type B lots shall have no more than three (3) car garages. Each garage must meet a 400 square feet minimum.

No carports shall be permitted.

No garage door directly facing a street shall be less than 25 feet from the property line.

Garage doors directly facing a street shall not occupy more than fifty percent (50%) of the width of the front façade of the house.

Homes may feature up to a three (3) car garage provided all three bays not face the street but are split in a two/one configuration.

Garage door stain will be selected from builder's approved color selection.

No standard, traditional steel garage doors, painted or stained, will be allowed on any lot in Star Trail.

Doors must be constructed of a material that gives the appearance of a real wood door when viewed from any community street. Materials may consist of paint or stain grade wood (Cedar, Ash, Hemlock, etc.) or other material, including fiberglass or steel, that when stained or painted gives the appearance of a real wood door.

Doors may be single or double wide doors.

Additionally, two of the following upgrades must be incorporated:

If single doors, doors must be separated by a masonry column.

Garage doors may be "carriage style door" designs giving the appearance of a classic swing-open design with the flexibility of an overhead door operation.

Doors may incorporate decorative hardware.

Doors may incorporate windows.

DRIVEWAYS

All Star Trail Phase 14, 15 & 16 residential lots in zoning classification Types A and B will feature **driveways** with a salt finish.

403 DOORS

Screen doors shall be compatible with the design and color of the home.

Entrance doors shall be compatible with the house design. Material shall be solid wood, fiberglass or metal insulated type.

404 AWNINGS

Awnings are prohibited in Star Trail.

405 DETACHED STRUCTURES

Any free standing structure contemplated for a property, such as, but not limited to, a pavilion, a gazebo, platform, doghouse or dog run, playhouse, cabana, etc. must be submitted for approval with the required drawings and information. Approval will be granted only upon the merit of the structure, its location within the standard building setbacks for the particular zoning, its compatibility with the main house and its desirability for the neighborhood.

No free standing garage, garage apartment, storage or guest house will be allowed in Star Trail.

406 FENCING

Fencing is required in Star Trail per the attached exhibit. Certain sections/types of fencing will be installed by the developer, as noted. The remaining fencing is the requirement of the builder.

Fencing guidelines are as follows:

Land Adjacent to Public Park/Public Hike and Bike Trail

Require a decorative ornamental iron fence, minimum 4 foot in height, abutting said public area. (PD-66 as Amended May, 2017)

Fencing on all other residential lots will be constructed of masonry, iron or cedar per the developer requirements as shown on the attached fencing exhibit.

Masonry will only be allowed on lots adjacent to or abutting HOA-owned common area lots.

If cedar fencing is required, the fence will be built with a top rail and shall be supported with galvanized steel posts, 8 foot OC. all cedar fencing will be typical board-on-board per the attached exhibit.

All residential lots located on a corner adjacent to a street shall require either decorative metal or board-on-board fencing along the sideyard adjoining the street with masonry columns, placed at 21 feet (max) OC. A detail of the required masonry column is attached. All other fencing on a corner lot (ie. rear and lot-to-lot side) may be board–on-board provided said fencing is not abutting public park or hike/bike trail/public areas which require ornamental iron.

In deciding how to "face" the cedar fencing, unless otherwise stipulated by Town of Prosper guidelines or PD 66, the first homebuilder building will set the standard for fence facings (ie. posts in or out.) Adjacent homes will adhere to this standard unless an agreement is reached on double facing any fence section.

ALL WOOD FENCING WILL BE A CONSISTENT COLOR THROUGHOUT STAR TRAIL.

IF THE FENCE PANELS ARE PRE-STAINED, IE. ACE FENCING:

The stain is: Seal Rite- Medium Brown, an oil base, semi-transparent stain that offers a natural look.

IF THE FENCE PANELS ARE NOT STAINED PRIOR TO INSTALLATION:

The stain may be purchased directly from Ace OR be color matched at Sherwin Williams, Home Depot, Lowes while making sure it is oil based.
If purchasing the stain, use "Ready Seal, Medium Brown, Color number OS-015B."

FENCING RETURNS:

All lots requiring board-on-board sideyard fencing will also require a board-on-board return to the house.

All lots requiring standard wood fences with standard wooden sideyard conditions will have standard wooden returns to the house.

All lots requiring ornamental iron fencing require a ornamental iron return to the house.

Fencing specifications by lot as outlined on the attached color exhibit carry the following specifications:.

The fencing setbacks for the four Star Trail lot classifications are as follows:

*Type A/55' lot zoning - no fencing shall extend beyond a point ten foot (10') behind the front wall plane of the structure into the front yard.

*Type B/65' lot zoning - no fencing shall extend beyond a point ten foot (10') behind the front wall plane of the structure into the front yard.

*Type C/76' lot zoning - no fencing shall extend beyond a point fifteen feet (15') behind the front wall plane of the structure into the front yard.

*Type D/86' lot zoning - no fencing shall extend beyond a point fifteen feet(15') behind the front wall plane of the structure into the front yard.

407 AIR CONDITIONERS

No window or wall air conditioning units will be permitted on any building in Star Trail.

Outside condensing units (compressors) which are not located within a privacy fenced area shall be entirely screened by shrubbery, a solid privacy enclosure or through building orientation. Appropriate access and service space will be provided; however, such access shall never be visible from the street(s). This screening requirement shall also apply to pool equipment located outside a privacy fenced area.

408 FIREPLACES AND CHIMNEYS

Unless an alternate material is approved by the Town Council of Prosper, the exterior cladding of any chimney must be 100% masonry constructed of either brick, natural stone or stucco. Town of Prosper October, 2015

409 SWIMMING POOLS, ALL OUTDOOR STRUCTURES

Any construction that affects the exterior of a Star Trail home including construction of a pool, gazebo, trellis, etc. under the supervision of the homebuilder shall be subject to the review and approval of the NCC. Pool equipment shall be screened by shrubbery if located outside a privacy fenced area.

410 MAILBOXES

The Town of Prosper, under direction from the USPS, will require Cluster Mailboxes in Star Trail. Specific location(s) to be published prior to Substantial Completion.

Star Trail
New Construction Review Application

Once builder has submitted and received comments/approval of a Master Plan submittal(s), with materials and colors to be offered in Star Trail, subsequent submittals for construction will not require a second full set of plans. Builders may subsequently submit one (1) copy of this completed form and one (1) scaled site plan (1"=20') indicating adherence to all setbacks, location of HVAC equipment and fencing material/placement for each new release. Any revisions to an existing approved floorplan and/or elevation per the Master Plan submittal set will require a full set of plans be submitted for review/ approval.

This applicant acknowledges and agrees the New Construction Committee (NCC) and the Villages of Star Trail Homeowners Association, Inc. (HOA) assume no liability resulting from the approval or disapproval of any plan(s) submitted by the applicant. The NCC and the HOA have no liability and make no representations regarding the adequacy or quality of any submitted plans or whether such plans comply with any or all local, state or national governmental requirements.

Builder/Applicant: _____ Date: _____

Contact: _____ Telephone: _____

Zoning Classification: ____ Phase: __ Lot/Block: ____ Street Address: _____

Plan Name/Number: _____ Elevation: _____

Total A/C Sq. Footage: _____ 1st Floor A/C: _____ 2nd Floor A/C: _____

Released as (Check one) Model: _____ Spec: _____ Build-to-suit: _____

MATERIAL SCHEDULE AND COLOR SELECTIONS

SIDING:

Wood: ____ Manufacturer & Stain/Paint Color: _____

Cementitious: _____ Manufacturer/Color: _____

All materials and colors must be submitted and approved prior to construction in Star Trail. All minimum masonry requirements must be met per elevation. Cementitious siding may not be included in meeting the required masonry percentage per elevation. In calculating the maximum siding per elevation, all windows surrounded by siding will count the window square footage as siding.

MASONRY:

Stone: _____ Color: _____

Stucco: _____ Color: _____

Brick: _____ Manufacturer/Color: _____

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ROOFING:

Composition: ____ Manufacturer/Color: _____

Tile: _____ Manufacturer/Color: _____

GARAGE DOOR PAINT/STAIN: Manufacturer/Color: _____

General Comments: _____

_____

MATERIAL AND COLOR APPROVALS:

SIDING %-AGE FRONT: _____ **REAR:**_____ **LEFT ELEVATION:** _____ **RIGHT ELEVATION:**_____

MASONRY %-AGE FRONT: _____ **REAR:** _____ **LEFT ELEVATION:** _____ **RIGHT ELEVATION:** _____

COLORS:

SIDING: **WOOD PAINT:** _____ **WOOD STAIN** _____

CEMENTITIOUS: _____

GARAGE DOOR STAIN: _____

MASONRY: **STONE:** _____ **BRICK:** _____ **STUCCO:** _____

ROOFING: _____

COMMENTS: _____

_____

_____

_____

REVIEWED ON: _____ **BY:** _____