

**NOTICE OF DEDICATORY INSTRUMENTS
FOR
COPPER BEND AT INDIAN TRAILS COMMUNITY ASSOCIATION, INC.**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The undersigned, being the authorized representative of Copper Bend at Indian Trails Community Association, Inc., a property owners' association as defined in Section 202.001 of the Texas Property Code (the "**Association**"), hereby certifies as follows:

1. Property: The Property to which the Notice applies is described as follows:
Copper Ridge at Indian Trails, Section One (1), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 686886 of the Map Records of Harris County, Texas.

2. Restrictive Covenants. The description of the document(s) imposing restrictive covenants on the Property, and the recording information for such document(s) are as follows:

The Declaration of Covenants, Conditions and Restrictions for Copper Bend at Indian Trails recorded with in the Official Public Records of Harris County, Texas on January 28, 2019 under County Clerk's File No. 2019-35116.

3. Dedicatory Instrument(s). In addition to the Restrictive Covenants identified in paragraph 2, above, the following documents are Dedicatory Instruments governing the Association:
 - **Certificate of Formation of Copper Ridge at Indian Trails Community Association, Inc.**
 - **Amendment to Certificate of Formation of Copper Ridge at Indian Trails Community Association, Inc.** (changing the name to Copper Bend at Indian Trails Community Association, Inc.)
 - **Bylaws of Copper Bend at Indian Trails Community Association, Inc.**
 - **Copper Bend at Indian Trails Residential Design Guidelines**

This Notice is being recorded in the Official Public Records of Real Property Records of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Notice is true and correct and that the Dedicatory Instruments attached to this Notice are either the originals or a true and correct copies of the originals.

**COPPER BEND AT INDIAN TRAILS COMMUNITY
ASSOCIATION, INC.**

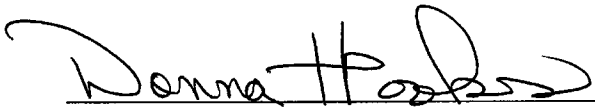
By: 
Rick S. Butler, authorized representative

RP-2019-45279

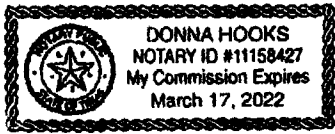
THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Rick S. Butler, authorized representative of Copper Bend at Indian Trails Community 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 purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 1st day of February, 2019 to certify which witness my hand and official seal.



Notary Public in and for the State of Texas



Return to:
Rick S. Butler
Roberts Markel Weinberg Butler Hailey, P.C.
2800 Post Oak Blvd., Suite 5777
Houston, TX 77056

RP-2019-45279

FILED
In the Office of the
Secretary of State of Texas

MAR 12 2018

Corporations Section

CERTIFICATE OF FORMATION
of
COPPER RIDGE AT INDIAN TRAILS COMMUNITY ASSOCIATION, INC.
(a Texas Nonprofit Corporation)

I, the undersigned natural person of the age of eighteen (18) years or more, acting as organizer of a corporation under the Texas Business Organizations Code, do hereby adopt the following Certificate of Formation for such corporation.

ARTICLE ONE
NAME

The name of the corporation is COPPER RIDGE AT INDIAN TRAILS COMMUNITY ASSOCIATION, INC.

ARTICLE TWO
NON-PROFIT CORPORATION

The corporation is a nonprofit corporation.

ARTICLE THREE
PURPOSES

The purposes for which the corporation is organized are as follows:

(1) The specific and primary purpose for which this corporation is organized is to govern the affairs of that certain real property commonly known as "Copper Ridge at Indian Trails", a real estate development in Harris County, Texas, according to the "Declaration of Covenants, Conditions and Restrictions for Copper Ridge at Indian Trails" and any subsequent "Supplemental Declarations" thereto (collectively the "Declaration") recorded or to be recorded in the Official Public Records of Real Property of Harris County, Texas. IT IS NOT ONE OF THE PURPOSES OF THE CORPORATION TO PROVIDE SECURITY TO THE RESIDENTS OF COPPER RIDGE AT INDIAN TRAILS OR THEIR GUESTS AND INVITEES. NEITHER THE DECLARANT, CC SPRING CYPRESS RESIDENTIAL 56.41, L.P., A TEXAS LIMITED PARTNERSHIP, ITS SUCCESSORS, ASSIGNS, BENEFICIARIES OR PARTNERS NOR THE CORPORATION, ITS BOARD, ITS OFFICERS, DIRECTORS OR AGENTS, WILL EVER IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN COPPER RIDGE AT INDIAN TRAILS NOR WILL THEY BE LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF ALLEGED FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY.

(2) The general powers of the corporation are:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the corporation as set forth in the Declaration, as may be amended or supplemented from time to time as well as the restrictive covenants applicable to any other subdivisions brought within the jurisdiction of the corporation;

RP-2019-45279

(b) fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the corporation;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the corporation;

(d) borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the common area, if any, (as identified and defined in the Declaration), to any public agency, authority, or utility;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and common area;

(g) have and exercise any and all powers, rights and privileges which a corporation organized under the Texas Business Organizations Code or any successor statute by law may now or hereafter have or exercise; and

(h) have and exercise any and all powers, rights and privileges which a property owners' association may now or hereafter have or exercise per the Texas Property Code.

(3) Notwithstanding any of the foregoing statements of purposes and powers, this corporation may not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of this corporation as set forth in paragraph (1) of this Article Three, and nothing set forth in the foregoing statement of purposes will be construed to authorize this corporation to carry on any activity for the profit of its members, or to distribute any gains, profits, or dividends to its members as such.

ARTICLE FOUR **MEMBERSHIP**

Each owner, whether one person or more, of a lot in Copper Ridge at Indian Trails will, upon and by virtue of becoming such owner, automatically become a member of the corporation and remain a member of the corporation until ownership of the lot ceases for any reason, at which time the membership in the corporation will also automatically cease. Membership in the corporation is mandatory and appurtenant to the ownership of a lot in Copper Ridge at Indian Trails. Membership in the corporation may not be separated from ownership of a lot in Copper Ridge at Indian Trails.

**ARTICLE FIVE
VOTING RIGHTS**

The corporation will have two (2) classes of voting membership:

- Class A. Class A members will be all owners with the exception of Declarant and will be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in a lot, all such persons will be members. The vote for such lot may be exercised as they determine, but in no event may more than one (1) vote be cast with respect to any lot. Holders of future interests not entitled to present possession are not owners for the purposes of voting hereunder.
- Class B. The Class B member will be Declarant, or its successors or assigns so designated in writing by Declarant, and will be entitled to seven (7) votes for each lot owned. The Class B membership will cease and be converted to Class A membership at the end of the Development Period, as set forth in the Declaration.

**ARTICLE SIX
INITIAL REGISTERED OFFICE AND AGENT**

The street address of the initial registered office of the corporation is 2800 Post Oak Blvd., Suite 5777, Houston, Texas 77056 and the name of its initial registered agent at such address is Rick S. Butler.

**ARTICLE SEVEN
MANAGEMENT**

The affairs of the corporation will be managed by its Board of Directors, which will initially consist of three (3) Directors who need not be members of the corporation until the expiration date of the Development Period, as set forth in the Declaration. The Directors will be appointed and elected as set forth in the Bylaws of the corporation. The number of Directors may be increased as provided in the Bylaws of the corporation. The names and addresses of the initial Directors of the corporation are:

<u>NAME</u>	<u>ADDRESS</u>
Tim Fitzpatrick	7904 N. Sam Houston Parkway West, 4 th Floor Houston, Texas 77064
Jarrod Payne	7904 N. Sam Houston Parkway West, 4 th Floor Houston, Texas 77064

RP-2019-45279

Jennifer Symons

7904 N. Sam Houston Parkway West,
4th Floor
Houston, Texas 77064

**ARTICLE EIGHT
ORGANIZER**

The name and street address of the organizer is:

NAME

ADDRESS

Rick S. Butler

2800 Post Oak Blvd., Suite 5777
Houston, Texas 77056

**ARTICLE NINE
DISSOLUTION**

The corporation may be dissolved by the vote of the members representing not less than two-thirds (2/3rds) of the votes of both classes of the members (as long as there are Class B members) in the corporation, which vote will be taken at a meeting of the members. Upon dissolution of the corporation, other than incident to a merger or consolidation, the assets of the corporation must be dedicated to an appropriate public agency to be used for purposes similar to those for which this corporation was created. In the event that such dedication is refused acceptance, such assets will be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

**ARTICLE TEN
AMENDMENTS**

Amendment of this Certificate of Formation requires the assent of members representing two thirds (2/3rds) of the votes of both classes of the members of the corporation (as long as there are Class B members) that are in attendance, either in person or by proxy, and vote at a meeting of the members called for such purpose.

**ARTICLE ELEVEN
INDEMNIFICATION**

The corporation must indemnify each director or former director and each officer or former officer of the corporation to the fullest extent allowed by the Texas Business Organizations Code.

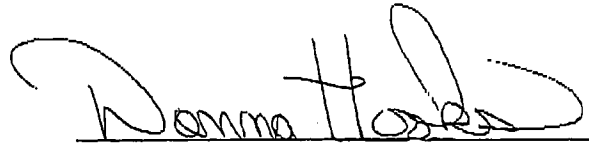
IN WITNESS WHEREOF, I have hereunto set my hand, on this 12th day of March, 2018.

By: Rick S. Butler
Rick S. Butler

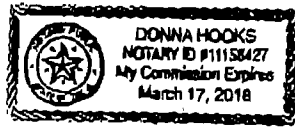
RP-2019-45279

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was executed before me on this 12th day of March, 2018 by Rick S. Butler for the purposes expressed therein.



Notary Public in and for the State of Texas



RP-2019-45279

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



Rolando B. Pablos
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING OF

COPPER RIDGE AT INDIAN TRAILS COMMUNITY ASSOCIATION, INC.

File Number: 802960158

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: 03/12/2018

Effective: 03/12/2018



A handwritten signature in black ink, appearing to read "R. Pablos".

Rolando B. Pablos
Secretary of State

Come visit us on the internet at <http://www.sos.state.tx.us/>

Phone: (512) 463-5555
Prepared by: Lacey Southwell

Fax: (512) 463-5709
TID: 10306

Dial: 7-1-1 for Relay Services
Document: 799556790002

RP-2019-45279

FILED
In the Office of the
Secretary of State of Texas

DEC 07 2018

Corporations Section

AMENDMENT
TO THE
CERTIFICATE OF FORMATION
OF
COPPER RIDGE AT INDIAN TRAILS COMMUNITY ASSOCIATION, INC
(a Texas Nonprofit Corporation)

In accordance with the provisions of Section 22.107 of the Texas Business Organizations Code (Chapter 22, Nonprofit Corporations), the undersigned corporation adopts the following Amendment to its Certificate of Formation, which amendment relates to the name of the corporation.

ARTICLE 1

The name of the corporation is Copper Ridge at Indian Trails Community Association, Inc.

ARTICLE 2

The following amendment to the Certificate of Formation was adopted by the Board of Directors of the corporation on the 5th day of December, 2018:

Article One of the Certificate of Formation is amended to read as follows:

Article One
Name

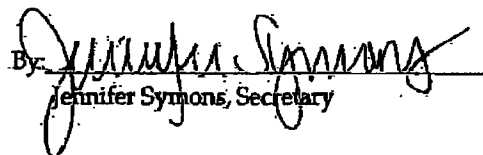
The name of the corporation is Copper Bend at Indian Trails Community Association, Inc.

ARTICLE 3

The amendment to the Certificate of Formation has been approved in the manner required by the Texas Business Organizations Code and the entity's governing documents. The corporation does not yet have members with voting rights. Accordingly, the amendment to the Certificate of Formation was adopted upon the unanimous vote of all of the Directors of the corporation.

DATED December 5, 2018

COPPER RIDGE AT INDIAN TRAILS
COMMUNITY ASSOCIATION, INC.

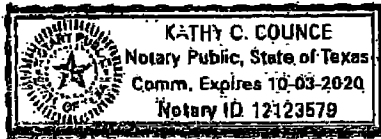
By: 
Jennifer Symons, Secretary

RP-2019-45279

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, a notary public, on this day personally appeared Jennifer Symons, Secretary of Copper Ridge at Indian Trails Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that she executed this document for the purposes and in the capacity herein expressed.

Given under my hand and seal of office this 5th day of December, 2018.



Kathy C. Counce
Notary Public in and for the State of Texas

RP-2019-45279



Office of the Secretary of State

**CERTIFICATE OF FILING
OF**

**Copper Bend at Indian Trails Community Association, Inc.
802960158**

[formerly: COPPER RIDGE AT INDIAN TRAILS COMMUNITY ASSOCIATION, INC.]

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity 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.

Dated: 12/07/2018

Effective: 12/07/2018



A handwritten signature in black ink, appearing to read "R. Pablos".

Rolando B. Pablos
Secretary of State

RP-2019-45279

BYLAWS
of
COPPER BEND AT INDIAN TRAILS COMMUNITY ASSOCIATION, INC.

RP-2019-45279

TABLE OF CONTENTS

ARTICLE I. NAME, MEMBERSHIP, AND DEFINITIONS1

SECTION 1. NAME.....1

SECTION 2. MEMBERSHIP.1

SECTION 3. DEFINITIONS/GENDER1

ARTICLE II. ASSOCIATION: MEETINGS, QUORUM, VOTING, PROXIES.....1

SECTION 1. PLACE OF MEETINGS.....1

SECTION 2. ANNUAL MEETINGS.....1

SECTION 3. SPECIAL MEETINGS1

SECTION 4. NOTICE OF MEETINGS.....1

SECTION 5. WAIVER OF NOTICE2

SECTION 6. ADJOURNMENT OF MEETINGS.....2

SECTION 7. VOTING2

SECTION 8. PROXIES.....2

SECTION 9. QUORUM.....2

SECTION 10. CONDUCT OF MEETINGS.....3

SECTION 11. ACTION WITHOUT A MEETING OF THE MEMBERS OF THE ASSOCIATION.....3

ARTICLE III. BOARD OF DIRECTORS: NUMBER. POWERS. MEETINGS3

SECTION 1. GOVERNING BODY: COMPOSITION3

SECTION 2. NUMBER AND TERM OF DIRECTORS3

SECTION 3. CANDIDATES FOR ELECTION TO THE BOARD3

SECTION 4. ELECTION AND TERM OF OFFICE AFTER DEVELOPMENT PERIOD4

SECTION 5. NO QUORUM AT ANNUAL MEETING5

SECTION 6. REMOVAL OF DIRECTORS5

SECTION 7. VOTING PROCEDURE FOR DIRECTORS5

SECTION 8. RECOUNT OF VOTES.....5

SECTION 9. MEETINGS.....6

SECTION 10. NOTICE OF BOARD MEETINGS.....7

SECTION 11. WAIVER OF NOTICE8

SECTION 12. QUORUM OF BOARD OF DIRECTORS8

SECTION 13. COMPENSATION9

SECTION 14. CONDUCT OF MEETINGS.....9

SECTION 15. OPEN MEETINGS9

SECTION 16. EXECUTIVE SESSION9

SECTION 17. ACTION WITHOUT A FORMAL MEETING.....9

SECTION 18. POWERS.....10

ARTICLE IV. OFFICERS.....12

SECTION 1. OFFICERS.....12

SECTION 2. ELECTION TERM OF OFFICE AND VACANCIES.....12

SECTION 3. REMOVAL.....12

SECTION 4. POWERS AND DUTIES.....12

SECTION 5. RESIGNATION12

RP-2019-45279

SECTION 6. AGREEMENTS, CONTRACTS, DEEDS, LEASES, ETC12

SECTION 7. COMPENSATION12

ARTICLE V. COMMITTEES13

ARTICLE VI. MISCELLANEOUS13

SECTION 1. FISCAL YEAR.....13

SECTION 2. CONFLICTS.....13

SECTION 3. BOOKS AND RECORDS.....13

SECTION 4. INDEMNIFICATION13

SECTION 5. AMENDMENT.....13

RP-2019-45279

BYLAWS
of
COPPER BEND AT INDIAN TRAILS COMMUNITY ASSOCIATION, INC.

Article I.
Name, Membership, and Definitions

Section 1. **Name.** The name of the Association is Copper Bend at Indian Trails Community Association, Inc. (the "**Association**").

Section 2. **Membership.** The Association has two (2) classes of membership, Class A and Class B, as set forth in the Declaration of Covenants, Conditions and Restrictions for Copper Bend at Indian Trails (the "**Declaration**") to be recorded in the Official Public Records of Real Property of Harris County, Texas.

Section 3. **Definitions/Gender.** All capitalized terms used in these Bylaws have the same meanings as that set forth in the Declaration, unless otherwise provided. Pronouns, wherever used in these Bylaws, include all persons regardless of gender.

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

Section 1. **Place of Meetings.** Meetings of the Association are to be held at the principal office of the Association or at such other suitable place as may be designated by the Board of Directors either in the Community or as convenient to the Members as possible and practical.

Section 2. **Annual Meetings.** An annual meeting of the Association must be held each year, on a date and at a time designated by the Board of Directors.

Section 3. **Special Meetings.** The President may call special meetings. In addition, it is the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition setting forth a proper purpose for a meeting and signed by Members representing at least a twenty percent (20%) of the total votes of the Association. The notice of any special meeting must state the date, time, and place of such meeting and the purpose thereof. No business may be transacted at a special meeting except as stated in the notice.

Section 4. **Notice of Meetings.** Written notice of each annual or special meeting of the Association must be sent to each Member at the Member's address according to the records of the Association, stating the purpose of the meeting, as well as the time and place where it is to be held. Such notice may be delivered personally, by mail, by facsimile, and to the extent expressly authorized by statute, by electronic message. If a Member desires that notice be given at an address other than the Member's Lot, the Member must provide the alternative address for the purpose of receiving notice in writing to the Association at its mailing or e-mail address set forth in its current recorded management certificate. Notice must be served not less than ten (10) nor more than sixty (60) days before a meeting. If mailed, the notice of a meeting is deemed to be delivered when deposited in the United States mail, first class postage pre-paid, addressed to the

Member. If faxed, the notice is deemed to be delivered as of the date and time shown on a written confirmation that the facsimile was successfully transmitted. If sent by electronic message, the notice is deemed to be delivered as provided by applicable statute. The Board of Directors may use any other means to deliver a notice of a meeting that may become available with advancements in technology, provided that notice by such means is authorized by statute.

Section 5. Waiver of Notice. Waiver of notice of meeting of the Members is 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, whether in person or by proxy, is deemed to be a 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 is also deemed to be a waiver of notice of all business transacted at such meeting unless objection to the calling or convening of the meeting is raised before the business (of which proper notice was not given) is put to a vote.

Section 6. Adjournment of Meetings. Except as provided in Article III, Section 5, of these Bylaws relating to the election of Directors, if any meeting of the Association cannot be held because a quorum is not present, either in person or by proxy, the presiding officer may adjourn the meeting and reconvene at a time not less than five (5) days and not more than thirty (30) days from the time the original meeting was called. If a time and place for reconvening the meeting is fixed by those in attendance at such adjourned meeting, no further notice of the time and place for reconvening the meeting is required. If a time and place for reconvening the meeting is not fixed by those in attendance at such an adjourned meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting must be given to Members in the manner prescribed herein for a first called meeting.

Section 7. Voting. The voting rights of the Members are set forth in the Declaration; provided that, with the exception of Directors elected or appointed by Declarant, all Members have the right to vote in the election of Directors and on any matter concerning the rights or responsibilities of Members. Members may vote in person or by proxy or, if implemented by the Association, by absentee ballot or by electronic ballot. Votes cast by Members must be in writing signed by the Member if the vote is cast (i) outside of a meeting, (ii) in an election to fill a position on the Board (unless the race is uncontested), (iii) on a proposed adoption or amendment of a dedicatory instrument, (iv) on a proposed increase in the amount of the Annual Maintenance Charge or proposed adoption of a special assessment, or (v) on the proposed removal of a Board member.

Section 8. Proxies. All proxies must be in writing and filed with the Association before or at the appointed time of each meeting. Every proxy is revocable and will automatically cease upon (i) conveyance by the Member of the Member's interest in a Lot; (ii) receipt of notice by the Secretary of the death or judicially declared incompetence of a Member; (iii) receipt of written revocation; or, (iv) expiration of eleven (11) months from the day of the proxy. In the event a Member executes more than one (1) proxy, the proxy with the most current date will be valid. Proxies not delivered prior to the start of a meeting are not valid and will not be counted for quorum or any other purpose.

Section 9. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person, by proxy, absentee or electronic ballot (as approved by the Board) of ten

percent (10%) or more of the total votes of the Members as of the time of the meeting constitutes a quorum at all meetings of the Association.

Section 10. Conduct of Meetings. The President will preside over all meetings of the Association and the Secretary, or another person designated by the Board of Directors, must 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 11. Action Without a Meeting of the Members of the Association. To the extent allowed by applicable law, any action which may be taken or is required to be taken at a meeting of the Association may be taken without a meeting if written consent is signed by Members holding the number of votes necessary to approve the action at a meeting. The written consent must (a) set forth the action to be taken and (b) be executed by the required number of Members as of the effective date set forth in the written consent. Any written consent adopted in accordance with this Section will have the same force and effect as a unanimous vote of the Members.

Article III.

Board of Directors: Number. Powers. Meetings

Section 1. Governing Body: Composition. The affairs of the Association will be governed by a Board of Directors. Prior to the end of the Development Period, Directors need not be Members of the Association. After the end of the Development Period, (i) Directors must be Members of the Association, and (ii) not more than one (1) representative of a particular corporation or other entity that is a Member may serve on the Board at any given time. A person is not eligible to serve on the Board of Directors (including Directors appointed by Declarant) if the person has been convicted of a felony or crime involving moral turpitude not more than twenty (20) years before the date the Board is presented with written, documented evidence of such a conviction from a database or other record maintained by a governmental law enforcement authority.

Section 2. Number and Term of Directors. The Board of Directors will be comprised of three (3) persons, unless the number of positions on the Board is increased by amendment to these Bylaws. Prior to the end of the Development Period, Directors will be appointed and removed by Declarant. Provided, however, not later than the 120th day after the date that seventy-five percent (75%) of the Lots that may be created and made subject to the Declaration (as provided in the Declaration) are conveyed to Owners other than Declarant or a Builder, one-third (1/3rd) of the Directors must be elected by Members other than Declarant. The term of each Director elected by Members other than Declarant will be two (2) years or until the Development Period expires and the entire Board is to be elected by the Members other than Declarant, whichever term is shorter.

Section 3. Candidates for Election to the Board. With respect to any position on the Board of Directors to be filled by a vote of the Members, all Members have the right to run for such position on the Board of Directors. Each year, at least thirty (30) days prior to the date of the annual meeting of the Members, the Association must send notice to all Members of the number of positions on the Board to be filled by election at the upcoming annual meeting and the right of all Members to run for a position on the Board. The notice must specify a date by which a Member must submit his/her name as a candidate for election to the Board; the date may not be earlier than the tenth (10th) day after the date the Association sends the notice.

The notice required by this provision must be:

- a. mailed to each Member; or
- b. provided by:
 - i. posting the notice in a conspicuous manner reasonably designed to provide notice to the Members:
 - (1) in a place located on the Common Area or, with an Owner's consent, in a conspicuous manner on privately owned property within the Community; or
 - (2) on any Internet website maintained by the Association or other Internet media; and
 - ii. sending by e-mail to each Member who has registered an e-mail address with the Association.

The Association must be notified by the Member who desires to run for a position on the Board, not by another Member, to confirm the Member's desire to run for election and to serve on the Board, if elected. All Members who notify the Association by the stipulated deadline will be candidates whose names must be included in the notice of annual meeting sent to all Members and on the absentee or other ballot. A Member who does not submit his/her name by the deadline set forth in the Association's notice may thereafter notify the Association of his/her desire to run for election to the Board and, in that event, the Member will be a candidate for election to the Board. However, the Association is not obligated to send a supplemental notice to all Members advising of the names of any candidates who submit their names after the deadline in the Association's notice. Provided that, if any notice is thereafter sent or published by the Association which includes a list of candidates for election to the Board, the list must include the names of all candidates. Nominations for election to the Board will not be made by a nominating or other committee of the Association. A Member may notify the Association of the Member's desire to run for election to the Board of Directors at any time prior to the date that voting in the election ceases. Nomination for election to the Board is not permitted from the floor at the annual meeting unless the person to be nominated is present at the meeting in person and confirms his/her desire to be a candidate for election to the Board.

Section 4. Election and Term of Office After Development Period. Upon the expiration of the Development Period, all of Directors will be elected by the Members. If the Board then consists of three (3) positions, one (1) Director will be elected for a term of two (2) years and two (2) Directors will be elected for a term of three (3) years each. If the Board then consists of five (5) positions, one (1) Director will be elected for a term of one (1) year, two (2) Directors will be elected for a term of two (2) years each, and two (2) Directors will be elected for a term of three (3) years each. Thereafter, at each annual meeting, the Members will elect the number of Directors necessary to fill the position on the Board that expire as of such annual meeting, each to serve a term of three (3) years. If the number of positions on the Board of Directors is increased above five (5), the terms of the additional positions must be staggered in a consistent manner. The candidates receiving the highest number of votes will be elected to fill such positions, regardless of the number of votes cast. In the first election after the expiration of the Development Period, the candidates receiving the highest number of votes will fill the positions with the longest terms.

RP-2019-45279

Section 5. No Quorum at Annual Meeting. If an election of Directors by Members other than Declarant cannot be conducted at an annual meeting because a quorum is not established, the Board of Directors may adjourn the meeting without any notice being required other than an announcement at the meeting and reconvene five (5) minutes after adjournment. At the reconvened meeting, the quorum requirement will be one-half (½) the quorum requirement for the first meeting. If a quorum is not present at the reconvened meeting, the Board of Directors may adjourn the reconvened meeting without any notice being required other than an announcement at the meeting and again reconvene five (5) minutes after adjournment of the reconvened meeting. At the second reconvened meeting, the quorum requirement will be one-half (½) the quorum requirement for the first reconvened meeting. This procedure will be repeated, as necessary, with the quorum requirement being reduced, until a quorum is present and the election of the appropriate number of Directors may then be conducted.

Section 6. Removal of Directors. Any Director elected by the Members (i.e., not Directors appointed by Declarant) may be removed from the Board, with or without cause, by the affirmative vote of a majority of the Members at a special meeting called for that purpose or at an annual meeting at which a quorum is present; provided that, notice of the proposed removal must be given in the notice of the meeting. In the event of the removal of a Director, a successor for the removed Director must be elected by a majority vote of the Members who are present and voting (either in person or by proxy) at the meeting at which the Director was removed. The Director whose removal is proposed must be given the opportunity to be heard at the meeting. Provided that, if the Board is presented with written documented evidence from a database or other record maintained by a governmental law enforcement authority that a Board member has been 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, the Board member is immediately ineligible to serve on the Board and will, therefore, be immediately removed. Any Director may also be removed by a vote of a majority of the remaining Directors as the result of the Director's failure, without just cause, to attend three (3) consecutive, regularly scheduled meetings of the Board of Directors. "Just cause" means an event that, in the reasonable, good faith judgment of the Board, prevents a Director from attending a meeting and includes, without limitation, death or serious injury to a member of the Director's family or other person with whom the Director has a long-term relationship, a mental or physical ailment or impairment that prevents the Director from attending a meeting, and any mandatory business engagement related to the Director's livelihood and/or employment. Vacancies on the Board caused by reasons other than removal by a vote the member will be filled by the remaining Directors. A Director elected or appointed to fill a vacancy on the Board will serve the unexpired term of his predecessor.

Section 7. Voting Procedure for Directors. Except as otherwise provided in these Bylaws, the election of the Board of Directors will be conducted at the annual meeting of the Association. At such election, the Members may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Voting for Directors must be in writing and signed by the Member, except in the case of an uncontested race, in which event the candidate may be elected by acclamation.

Section 8. Recount of Votes. Any Member may demand a recount of the votes of an election. A request for a recount must be submitted not later than the 15th day after the date of the meeting at which the election was held. A demand for a recount must be in writing and submitted in writing either:

- (1) by verified mail or by delivery by the United States Postal Service with signature confirmation to the Association's mailing address as reflected on the last recorded management certificate; or
- (2) in person to the Association's managing agent as reflected on the last recorded management certificate or to the address to which absentee ballots and proxy ballots were mailed.

The Association must estimate the costs for performing a recount by a person qualified to tabulate votes as set forth below and must send an invoice for the estimated costs to the Member requesting a recount to the Member's last known address according to the Association records not later than the 20th day after the date on which the Association received notice of the request for a recount. The Member demanding a recount must pay such invoice in full on or before the 30th day after the date the invoice is sent to the Member. If the Member does not timely pay the invoice, the demand for recount is considered withdrawn and a recount is not required. If the actual costs are different than the estimate, the Association must 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 Association must issue a refund to the Member not later than the 30th business day after the date the invoice is sent to the Member.

Only after payment is received, the Association must, at the expense of the Member requesting the recount, retain the services of a qualified person to perform the recount. The Association must enter into a contract for the services of a person who is not a Member of the Association or related to a member of the Board of Directors of the Association within the third degree by blood or marriage and is a:

- (a) current or former county judge;
- (b) current or former county elections administrator;
- (c) current or former justice of the peace;
- (d) current or former county voter registrar; or
- (e) person agreed on by the Association and the Member requesting the recount.

A recount must be performed on or before the 30th day after the date of receipt of the request and payment for the recount. If (but only if) the recount changes the results of the election, the Association must reimburse the Member for the cost of the recount. 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 the recount.

Section 9. Meetings. Regular meetings of the Board of Directors may be held at such time, date, and place as determined from time to time by a majority of the Directors, but, after the expiration of the Development Period, at least four (4) such meetings must be held during each fiscal year with at least one (1) per quarter.

Special meetings of the Board of Directors must be held when called by the President of the Association or by any two (2) Directors. The notice must specify the date, time, and place of the meeting and the nature of any special business to be considered. The notice must be given to each Director by any one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by facsimile, or (d) by email. All such notices must be given or sent to the Director's address, email, or facsimile number as shown on the records of the Association. Notices sent by first class mail must be deposited into a United States mailbox, at least four (4) days before the time set for the meeting. Notices given by personal delivery, email, or facsimile must be delivered or given at least four (4) days before the time set for the meeting.

In addition to in-person Board meetings, the Board of Directors may also participate in and hold regular or special meetings by means of:

- (1) conference telephone or similar communication equipment by which all persons participating in the meeting can hear each other; or
- (2) another suitable electronic communications system, including video conferencing technology or the Internet, only if:
 - (a) each Director entitled to participate in the meeting consents to the meeting being held by means of that system; and
 - (b) the system provides access to the meeting in a manner or using a method by which each Director participating in the meeting can communicate concurrently with each other participant.

Participation in a meeting by conference telephone or similar communication or video conferencing technology or the Internet will constitute presence in person at such meeting except where a Director participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 10. Notice of Board Meetings. Upon the expiration of the Development Period, the Board of Directors must give Members notice of Board meetings (regular and special), including the date, hour, place, and general subject of the Board meeting, plus a general description of any matter to be brought up for deliberation in closed executive session. During the Development Period, Members must also be given notice of Board meetings when the following matters will be voted on:

- (1) adopting or amending the governing documents, including the Declaration, Bylaws, and Rules and Regulations of the Association;
- (2) increasing the amount of Annual Maintenance Charge or adopting or increasing a special assessment;
- (3) electing Directors by the Members other than Declarant or establishing a process by which Directors are elected by Members other than Declarant; or
- (4) changing the voting rights of Members of the Association.

A notice of a Board meeting, as required above, must be:

- (a) mailed to all Members at least ten (10) days before the date of the meeting, or;
- (b) provided at least 72 hours before meeting by:
 - i. being posted in a conspicuous location, either in a Common Area, on the Association's website or (with the Owner's consent) on other conspicuously located privately owned property in the Community; and
 - ii. being emailed to all Members who have registered their email addresses with the Association.

Without prior notice to the Members, during or after the Development Period, the Board may also take action on routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board action and such other items as may be allowed by law; any action taken without notice to the 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.

It is a Member's duty to register and keep an updated email address with the Association for the purpose of notice to the Members under this Section.

Section 11. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, will be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting will also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice thereof.

Section 12. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors will constitute a quorum for the transaction of business, and the vote of a majority of the Directors present at a meeting at which a quorum is present will constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue and business may be transacted, notwithstanding the withdrawal of one or more Directors during the meeting, 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, either in person or by proxy, the President may adjourn the meeting and reconvene at a time not less than five (5) days and not more than thirty (30) days from the time the original meeting was called. If a time and place for reconvening the meeting is fixed by those in attendance at the original meeting, no further notice of the time and place for reconvening the meeting is required. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting must be given to the Directors in the manner prescribed for the original meeting. At such reconvened meeting, whether or not a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice, provided that any action taken is approved, in writing, by at least a majority of the Directors required to constitute a quorum at the original meeting.

Section 13. Compensation. No Director may receive any compensation from the Association for acting in such capacity. However, Directors may be reimbursed for out-of-pocket expenses incurred in connection with Association business. Directors may receive compensation from the Association when taking action at the request of the Association other than in the capacity of Director.

Section 14. Conduct of Meetings. A chairperson will preside over all meetings of the Board of Directors and the Secretary or other person designated by the Board must keep a minute book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

Section 15. Open Meetings. After the Development Period, all meetings of the Board of Directors must be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board of Directors. Provided that, if a Member unreasonably disrupts a meeting of the Board of Directors or repeatedly interrupts the discussion between Directors, the Board of Directors has the authority, after an initial warning, to cause that Member to be removed from the meeting.

An open meeting may be held by electronic or telephonic means provided that (i) each Director may hear and be heard by every other Director, (ii) all Members in attendance at the meeting may hear all Directors (except if adjourned to executive session), and (iii) all Members are allowed to listen using any electronic or telephonic communication method used or expected to be used by a Director to participate.

Section 16. Executive Session. The Board of Directors may adjourn a regular or special meeting and reconvene in a closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual Members, and matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made in executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual Members, violating any privilege, or disclosing any information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

Section 17. Action Without a Formal Meeting. The Board of Directors may take action outside of a meeting, including voting by electronic or telephonic means, without prior notice to Members, if each Board member is given a reasonable opportunity to express the Board member's opinion to all other Board members and to vote. The reasonable opportunity for a Board member to express an opinion and vote may not be less than twenty-four (24) hours or more than seventy-two (72) hours. Any action taken without notice to Members under this Section 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. However, after the Development Period, the Board may not, unless done in an open meeting for which prior notice was given to all Members in accordance with Section 10 of this Article, consider or vote on:

- (a) fines;
- (b) damage assessments;
- (c) initiation of foreclosure actions;
- (d) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- (e) increases in the Annual Maintenance Charge;
- (f) levying special assessments;
- (g) appeals from a denial of architectural control approval;
- (h) a suspension of a right of a particular Owner before the Owner has an opportunity to attend a Board meeting to present the Owner's position, including any defense, on the issue;
- (i) lending or borrowing money;
- (j) the adoption or amendment of a dedicatory instrument;
- (k) 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%);
- (l) the sale or purchase of real property;
- (m) the filling of a vacancy on the Board;
- (n) the construction of capital improvements other than the repair, replacement or enhancement of existing capital improvements; or
- (o) the election of an officer.

Section 18. Powers. The Board of Directors is responsible for the affairs of the Association and has all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, the Certificate of Formation of the Association, or these Bylaws directed to be done and exercised exclusively by the Members. Such decisions will be made in the Board's sole and absolute discretion.

The President has the authority to act on behalf of the Board of Directors on all matters relating to the duties of a managing agent or manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these Bylaws or by any resolution of the Association that may be adopted, the Board of Directors has the power to, and is responsible for, the following (by way of explanation, but not limitation):

- (a) Preparing and adopting an annual budget;
- (b) Levying Annual Maintenance Charges to defray the common expenses, establishing the means and methods of collecting such Annual Maintenance Charges, and establishing the period of the installment payments, if any, of the Annual Maintenance Charges. Unless otherwise determined by the Board of Directors, the Annual Maintenance Charges will be collected annually in advance.
- (c) Providing for the operation, care, upkeep, and maintenance of all of any Common Areas.

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

(e) Collecting Annual Maintenance Charges, special assessments, other types of assessments and fees provided in the Declaration, and other sums, depositing the proceeds thereof in a bank depository, which it approves, and using the proceeds to administer the Association.

(f) Making and amending Rules and Regulations for the Association, including Rules relating to the imposition of fines for violations.

(g) Opening 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 Declaration, the Residential Architectural Guidelines, the Residential Modification Guidelines, these Bylaws, and the Rules and Regulations adopted by the Board, and bringing any proceedings which may be instituted on behalf of or against the Members concerning the Association.

(j) Obtaining and carrying insurance against casualties and liabilities, including directors' and officers' liability insurance, 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 directly chargeable to Members.

(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. All books and records must be kept in accordance with generally accepted accounting practices, and made available for review as required by Texas law.

(m) Providing, upon request, information to Members, mortgagees and prospective purchasers of Lots concerning, by way of example and not in limitation, the status of the Association, the status of payment of Annual Maintenance Charges and other assessments and charges on a Lot and the status of compliance with the provisions of the Declaration, and charging a reasonable fee sufficient to cover the expense associated with providing such information.

(n) Charging a reasonable fee sufficient to cover the expense associated with changing the records of the Association upon the transfer of title to a Lot.

(o) Adopting policies and procedures deemed necessary and appropriate for the administration of the Association and the conduct of the Directors and officers of the Association, the employees of the Association, if any, and persons serving on behalf of the Association in volunteer capacities.

Article IV. **Officers**

Section 1. Officers. The officers of the Association will be the President, Vice-President, Secretary and Treasurer. The Board of Directors may select, appoint and/or remove such other officers, as it deems appropriate, such officers to have the authority and to perform the duties prescribed from time to time by the Board of Directors.

Section 2. Election Term of Office and Vacancies. The officers of the Association will be elected annually from within and by the Board of Directors at the first meeting of the Board of Directors held after the annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by a majority vote of the Board of Directors, at a duly called meeting of the Board, at which a quorum is present, whenever in its judgment the best interests of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association 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 be specifically conferred or imposed by the Board of Directors. The Chief Executive Officer of the Association is the President. The Treasurer has primary responsibility for the preparation of the budget, as provided for in the Declaration, and, with the approval of the Board of Directors, may delegate all or part of the preparation and notification duties to a finance committee or a managing agent.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation will be effective 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 is not necessary to make it effective.

Section 6. Agreements, Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, leases, and other instruments of the Association must be executed by at least one (1) officer or by such other person or persons as may be designated by resolution of the Board of Directors.

Section 7. Compensation. No officer may receive any compensation from the Association for acting in such capacity.

Article V.
Committees

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. Such committees may perform such duties and have such powers as may be provided in the resolution creating same. Each committee will be composed and operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Article VI.
Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association will be the calendar year.

Section 2. Conflicts. If there are conflicts or inconsistencies among the provisions of Texas law, the Declaration, the Certificate of Formation, these Bylaws, and/or any Rules and Regulations of the Association, the provisions of Texas law, the Declaration, the Certificate of Formation, the Bylaws, and the Rules and Regulations of the Association (in that order) will prevail.

Section 3. Books and Records. Books and records of the Association must be retained by the Association in accordance with the Association's Records Retention Policy. Books and records of the Association are available to Members for review in accordance with the Association's Open Records Policy.

Section 4. Indemnification. The Association must indemnify a Director, officer or committee member who was, is or is threatened to be named as a defendant or respondent in a proceeding to the extent indemnification is consistent with the Texas Business Organizations Code, as it now exists or may hereafter be amended.

Section 5. Amendment. These Bylaws may be amended by the affirmative vote of a majority of the members of the Board of Directors of the Association at a meeting of the Board of Directors duly called for that purpose at which a quorum is present, subject to any notice requirements imposed by law.

[The remainder of this page was intentionally left blank.]

RP-2019-45279

CERTIFICATE OF SECRETARY
of
COPPER BEND AT INDIAN TRAILS COMMUNITY ASSOCIATION, INC.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Jennifer Symons, Secretary of Copper Bend at Indian Trails Community Association, Inc., a Texas non-profit corporation, ("Association"), do hereby certify that the foregoing "Bylaws of Copper Bend at Indian Trails Community Association, Inc." was adopted at a meeting of the Board of Directors of the Association on the 1 day of February, ~~2018~~ 2019

TO CERTIFY WHICH WITNESS MY HAND on this 1 day of February, ~~2018~~ 2019

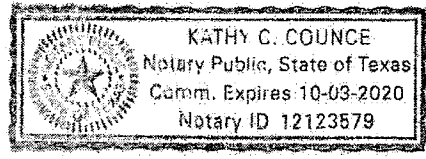
COPPER BEND AT INDIAN TRAILS COMMUNITY ASSOCIATION, INC.

By: Jennifer Symons
Jennifer Symons, Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 1st day of February, ~~2018~~ 2019 by Jennifer Symons, Secretary of Copper Bend at Indian Trails Community Association, Inc., on behalf of said corporation.

Kathy C. Counce
Notary Public in and for the State of Texas



RP-2019-45279



COPPER BEND
AT INDIAN TRAILS

Residential Design Guidelines

Table of Contents

Introduction	3
General	3
I. Site Plan Guidelines	5
A. Lot Sizes	5
B. Lot Types	5
C. Building Setbacks	5
D. Lot Consolidation	7
E. Garage Placement	8
F. Driveways	9
G. Walkways	10
H. Walkway Landing	11
I. Fencing	12
J. Breezeways	18
K. Gates	18
L. Grading, Drainage, Berms	18
II. Architectural Guidelines	19
A. General	19
B. Lot Types	19
C. Square Footage	19
D. Plan Width Minimum	19
E. Plan Spacing and Repetition	20
F. Masonry Requirements	20
G. Exterior Materials	21
H. Shirt Fronting	22
I. Masonry Repetition	22
J. Exterior Colors	23
K. Covered Porches	24
L. Balconies	24
M. Windows	24
N. Front Entries and Doorways	24
O. Chimneys	24
P. Roofs	25
Q. Garages	26
R. Garage Doors	27

S. Driveways	28
T. Fountains	28
U. Plate Height	28
V. Railing	28
W. Lighting	28
X. Screening	28
Y. Address Markers	28
Z. Energy Efficiency	28
AA. Builder Signage	29
BB. Flag Poles	29
CC. Mail Clusters	29
DD. Swimming Pools, Hot Tubs, Reflective Ponds, Water Amenities	29
III. Landscape Guidelines	30
A. Yard Type	30
B. Sod	30
C. Planting Beds	30
D. Edging	30
E. Landscape Rocks	30
F. Mulch	31
G. Screening	31
H. Irrigation	31
I. Minimal Landscape Requirement	31
J. Preferred Plant List	33
IV. Construction Guidelines	42
V. Architectural Review Process	46
Submittal Forms	
Development Masonry Plan	
Development Fencing Plan	

Introduction

The following Residential Architectural Guidelines (“Guidelines”) are presented as a minimum set of development standards for Copper Bend. The Guidelines are to provide the framework for essential community objectives to achieve an attractive and coordinated setting for the builders, owners and tenants. They are not intended to limit the creativity of the Builders in their design and construction as design diversity is encouraged.

These Guidelines are specifically for Approved Builders and the Architectural Review Committee (“ARC”) to ensure that each residence constructed meets the development standards. This would include home placement, fencing, driveways, etc., to allow a uniform flow to the community. The ARC will review each single family residential submittal prior to the construction phase. The ARC has the right to establish and enforce the Guidelines for Copper Bend.

Furthermore, any member of the ARC, Board, Declarant or authorized representative of shall have the right to enter upon and inspect a Lot and the exterior of the improvements for purposes of ascertaining whether or not the provisions in the CCR’s and Guidelines are being complied with. Such persons shall not be deemed guilty of trespassing.

General Responsibilities

The Guidelines provide an overall framework and comprehensive set of standards and procedures for the development of the community in an orderly and cohesive manner. The standards set forth criteria for design, style, materials, colors and location of site improvements, landscaping, signage and lighting. In addition, the Guidelines establish a process for review of proposed construction to ensure that all sites within Copper Bend are developed with the consistency and quality intended for the development.

To the extent that the County, City of Houston ETJ, Texas ordinances, building code or regulations requires a more restrictive standard than the standards set forth in these Guidelines, the local government standards shall prevail. To the extent that any local government standard is less restrictive, the Guidelines shall prevail. Enclosed living areas mean a total enclosed floor area by measuring each level from the outside of the slab to the outside of the slab excluding garages, terraces, non-air conditioned storage areas, decks and porches.

Each Builder is expected to improve and maintain its individual Lots in a neat and orderly fashion. Lot maintenance includes and is not limited to containment of debris, street cleaning, sand bags, and maintenance of silt fencing. Builders are required to comply with respect to building setbacks and the orientation and placement of improvements including but not limited to driveways, sidewalks, dwelling units, detached garages, fencing and landscaping. Connections to utilities are the responsibility of the Builder.

These Guidelines are supplemental to the Declaration of Covenants, Conditions and Restrictions (CCR’s) for Copper Bend and are to be used in the architectural review of Builder plans by the ARC. Non-compliance with these Guidelines is grounds for disapproval of plans by the ARC. The review and approval of plans constitutes conformance with the Guidelines and standards, and protective covenant and deed restrictions, but does not relieve the applicant from conformance to local, state and national codes, ordinances, and standards plus other design considerations not reviewed by the ARC. The Committee assumes no responsibility for structural integrity or for mechanical, electrical and civil design with review of the above. Pursuant to and in accordance with the Declaration, the ARC shall have the exclusive jurisdiction over the design, construction, modification, alteration, and addition of all improvements within Copper Bend with respect to their compliance with the architectural standards set forth in the Declaration, any dedicatory instrument or the Guidelines. The ARC has the right to amend the Guidelines from time to time at its sole discretion as stated in the CCR’s.

Builder shall comply with and warrant compliance with any and all applicable building codes, and rules and regulations in effect within the jurisdiction of any governmental agency including but not limited to City, County, State, MUD and EPA, etc. Codes, rules and regulations of the City or other agency with jurisdiction over Copper Bend that exceed the requirements of these Guidelines shall supersede the Guidelines. Equally, if these Guideline requirements exceed the requirements of any government agency including but not limited to City, County, State, MUD and EPA, etc. Codes, rules and regulations of the City or other agency with jurisdiction over Copper Bend these Guidelines shall superseded.

Failure to maintain Lots, construction debris, streets, inlets, sandbags, silt and construction fencing may result in Builders incurring fines by the Copper Bend Community Association, Inc., the Copper Bend Municipal Utility District or the ARC.

Disclaimer

Neither the Copper Bend Community Association, Inc. or the members of the Residential Architectural Review Committee (ARC) or its representative, their successors or assigns, shall be liable for damages to anyone submitting plans to them for approval, or to any owner or lessee of any parcel affected by these restrictions, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to Approve any plans submitted. Every person who submits plans to the ARC for approval agrees by submission of such plans, and every owner or lessee of any parcel within the property agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against the Copper Bend Community Association, Inc., the members of the ARC, or its representatives, to recover any damages.

RP-2019-45279

RP-2019-45279

I. Site Plan Guidelines

Prior to the placement of any forms, the Builder must review the regulations required in this document and all corresponding City and County requirements for the specific Lot and Lot Type in order to verify all applicable requirements. It shall be the responsibility of the Builder to discover and become familiar with the corresponding City's building setback requirements in effect at the time building permits are issued.

A. Lot Sizes

1. 50'
2. 55'

B. Lot Types

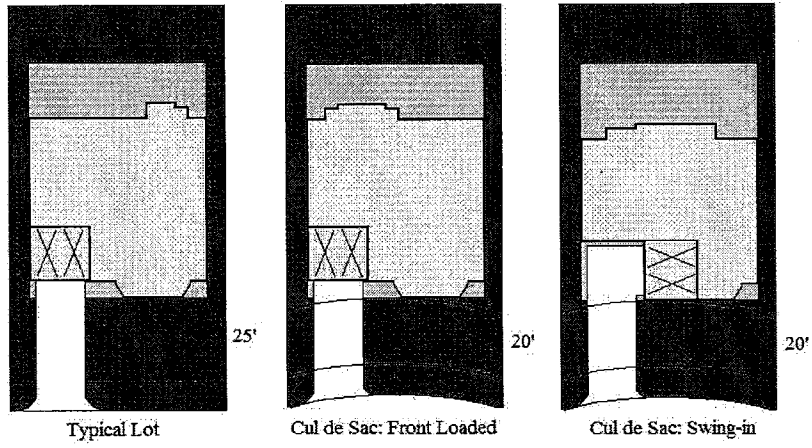
1. **Typical:** Lots that do not side or back to a Reserve
2. **Corner:** Lots that side a street. Lots with a Reserve between the Lot and street are not considered Corner Lots.
3. **Reserve:** Lots that side or back to a Reserve

C. Building Setbacks

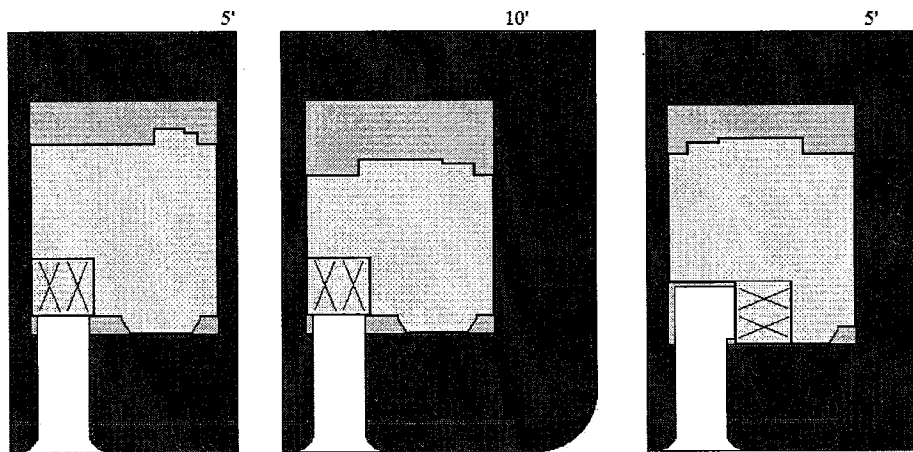
Building setbacks are established by the Developer. Unless otherwise delineated on recorded plat or Section Annexation documents, the following setbacks are required:

Side Setbacks:	
Typical and Interior Side of Corner /Reserve Lots	5'
Corner (Street side)	10'
Reserve (Reserve side)	5'
Rear Setbacks:	
Typical/Corner	10'
Cul de Sac	14'
Reserve (Reserve Side)	14'
Detached Garage Setbacks:	
Front	60'
Side	3'
Corner Side (Front Loaded)	Prohibited
Reserve (Reserve side)	Prohibited
Rear	14'

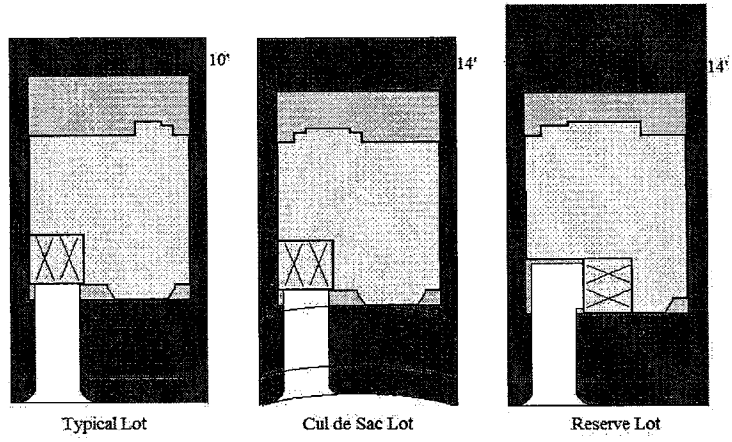
1. Front Setbacks:



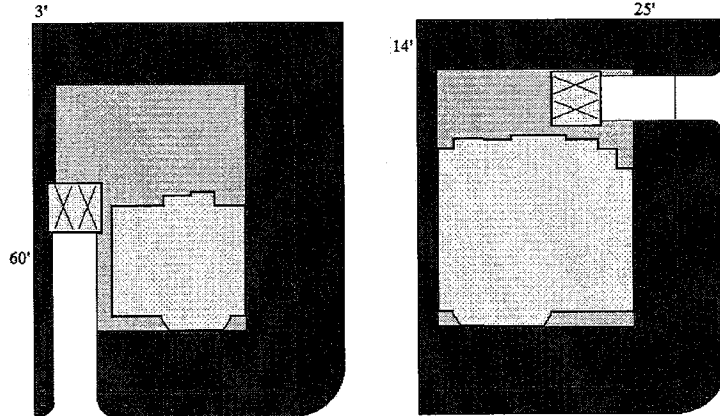
2. Side Setbacks:



3. Rear Setbacks:



4. Detached Garage Setbacks:

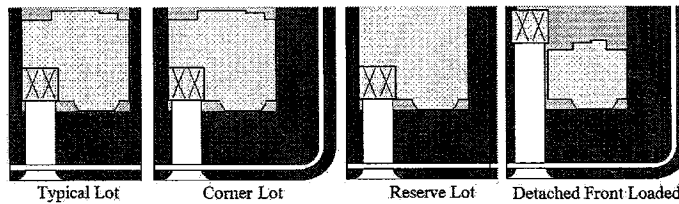


D. Lot Consolidation
1. Prohibited

E. Garage Placement

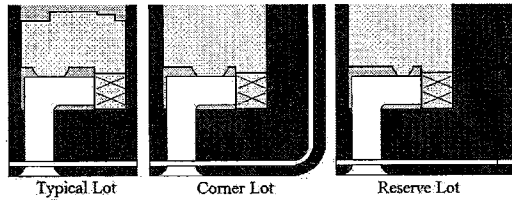
1. Front Loaded Garages: Garage bays facing the Front of the Lot

- a. Must be on the Interior Side of Corner or Reserve
- b. Detached Garages must be on the Interior Side of Corner or Reserve



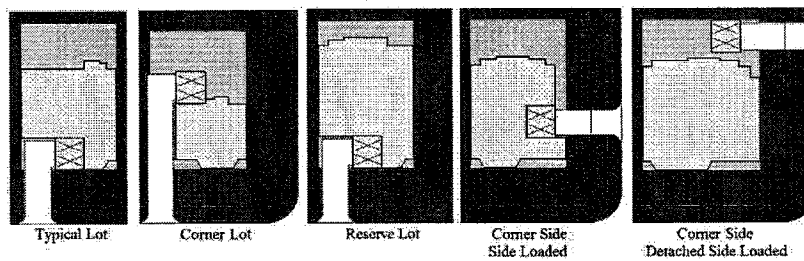
2. Swing In Garages: Garage bays facing the interior of the Lot and have a driveway leading from the front of the Lot

- a. Must have Garage bays facing the Interior Side of Corner or Reserve
- b. Must not face an entry into a section or court
- c. Must not face another Swing In Garage or Side Loaded garage



3. Side Loaded Garages: Garage bays facing the side Property Line and have a driveway leading from the front of the Lot

- a. Must have Garage bays facing the Interior Side of Corner or Reserve
- b. Must not face the entry into a section or court
- c. Must not face another Side Loaded Garage or Swing In garage

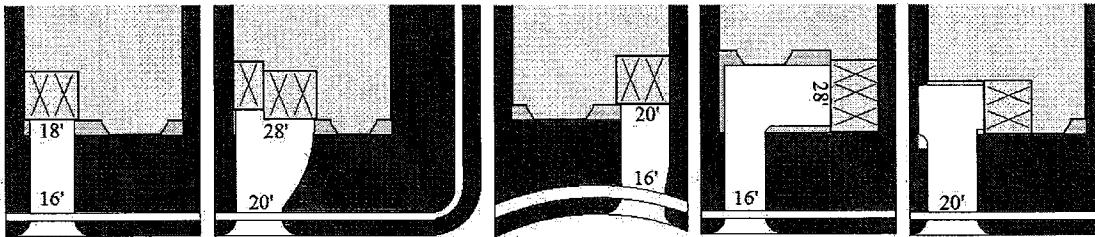


F. Driveways

Refer to City Ordinances for Construction Guidelines.

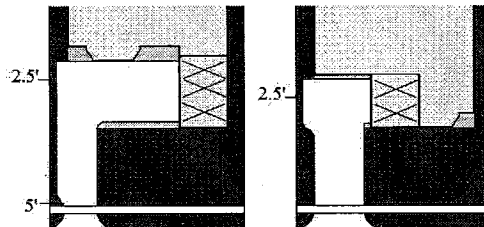
1. Driveway Widths:

- a. **All Driveways:**
 - i. Minimum sixteen feet (16') at the front property line
 - ii. Maximum twenty feet (20') at the front property line
- b. **Two Car Garage:** Two (2) garage bays side by side
 - i. Maximum twenty feet (20') at the face of the garage
- c. **Three Car Garage:** Three (3) garage bays side by side
 - i. Maximum twenty-eight feet (28') at the face of the garage



2. Driveway Side Setback:

- a. No closer than two and a half feet (2.5') from side property line
- b. No closer than five feet (5') at the front property line to allow for a five foot (5') driveway radii



3. Materials:

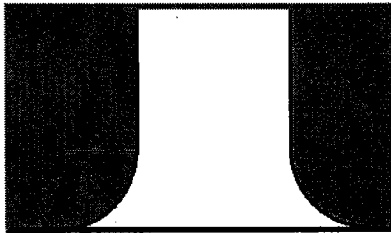
- a. Concrete required for all Driveways. Refer to City and County Ordinances for construction Guidelines.
- b. **Prohibited Materials:**
 - i. Asphalt paving, loose gravel, stone, and timber borders are prohibited.

4. Prohibited:

- a. Dual driveways are not permitted such as driveway through a Porte-Cochere and another driveway alongside the Porte-Cochere to access the rear-loaded garage.
- b. Carports

5. Driveway Radius:

- a. Five foot (5') radii on each side of driveway



G. Walkways

1. General:

- a. Refer to City Ordinances for construction guidelines

2. Material:

- a. Concrete required for all walkways.

3. Size:

- a. Three feet (3') minimum



- b. Five feet (5') maximum with decorative accents



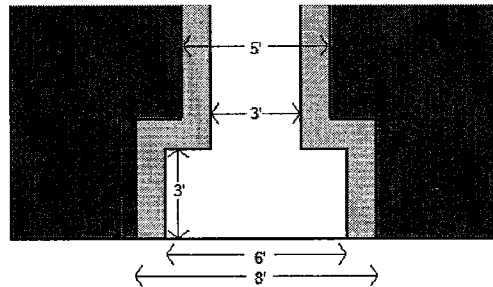
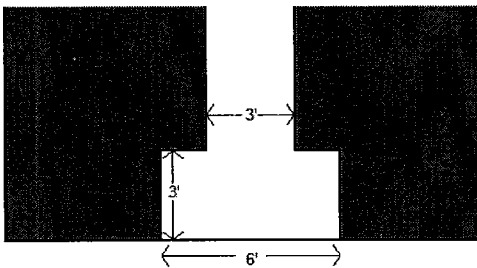
4. Location:

- a. Lead to the driveway
- b. Lead to the street
 - i. Must be curvilinear
 - ii. Must have a Walkway Landing



H. Walkway Landing

- 1. Three foot (3') Walkways
 - a. Three foot (3') by six foot (6') cement landing
 - b. Must match the Walkway material
- 2. Five foot (5') walkways with accent borders
 - a. Four foot (4') by eight foot (8') landing
 - b. Must match the Walkway material



I. Fencing

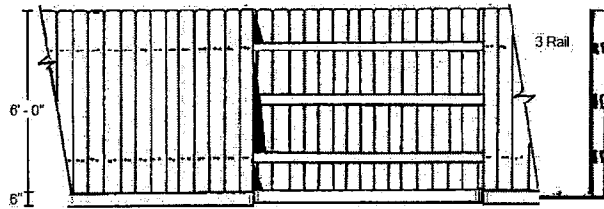
1. Wood Fencing:

a. General:

- i. All Wood fencing must be constructed with #2 or better REAL *cedar*.
- ii. Pickets taller than six feet (6') are prohibited.
- iii. Wood fencing must not extend above adjoining fences such as Developer Masonry, Reserves fencing or adjacent Lot fencing.

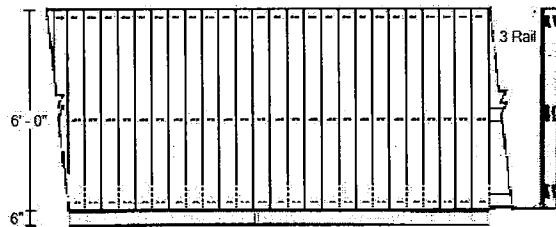
b. Good Neighbor Wood:

- i. Six foot (6') dog-eared cedar pickets
- ii. Alternating panels of good side out pickets
- iii. Four inch (4") by four inch (4") posts
- iv. Three (3) two inch (2") by four inch (4') rails
- v. Six inch (6") kickboard
- vi. Total fence height: Six foot-six inches (6'6")



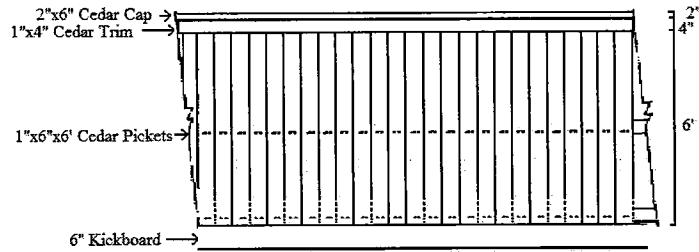
c. Good Side Wood: As required per Development Fencing Plan

- i. Six foot (6') dog-eared cedar pickets
- ii. All good side pickets
- iii. Four inch (4") by four inch (4") posts
- iv. Three (3) two inch (2") by four inch (4') rails
- v. Six inch (6") kickboard
- vi. Total fence height: Six foot-six inches (6'6")



d. Upgraded Wood: As required per Development Fencing Plan

- i. Six foot (6') wood cedar pickets
- ii. All good side out pickets
- iii. Four inch (4") by four inch (4") posts
- iv. Two inch (2") by six inch (6") cap
- v. Three (3) two inch (2") by four inch (4") rails
- vi. One inch (1") by four inch (4") trim board
- vii. Six inch (6") kickboard
- viii. Total fence height: Six foot-eight inches (6'8")

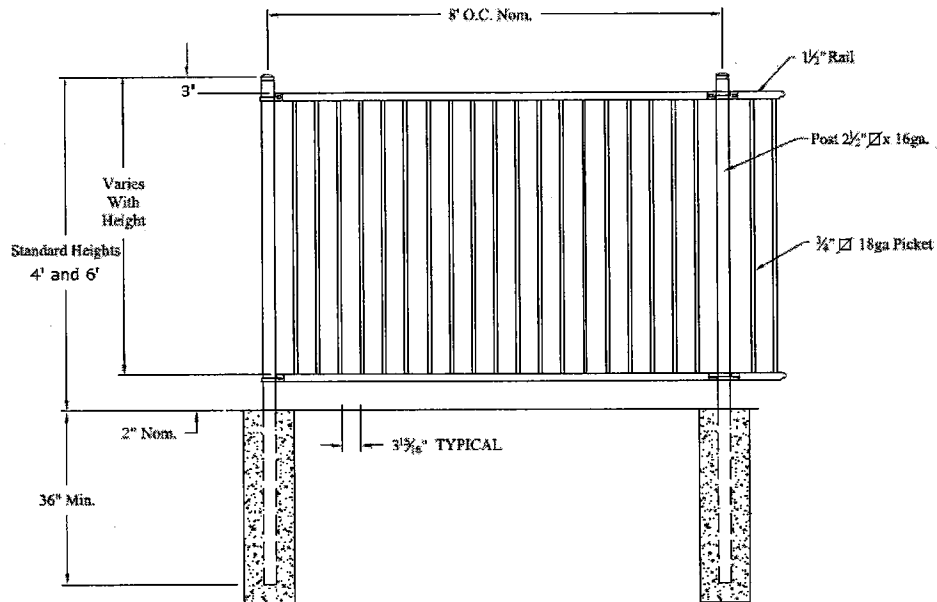


e. Fence Stain:

- i. Sherwin Williams 3573, Tavern Oaks, Semi-transparent
 - a) Must be applied per manufacturer specifications
- ii. Required for all Visible wood fencing

f. Steel Fencing

- i. Ameristar Montage Profusion Welded Steel (or Developer approved equivalent)
- ii. Two (2) rail, bolted, fusion welded
- iii. Pre-galvanized steel
- iv. Black powder coated
- v. 20 year
- vi. Six foot (6') or four foot (4') as determined by Developer Fencing Plan



2. Fence Location

a. Typical Interior Lot:

i. Front Fence Returns:

- Fencing that faces the R.O.W.
- Upgraded Wood
- Must meet the height of adjacent fencing
- Minimum ten feet (10') to maximum twenty feet (20') from the closest corner of the front elevation

ii. Visible Side Fencing: Visible fencing between adjoining Lots

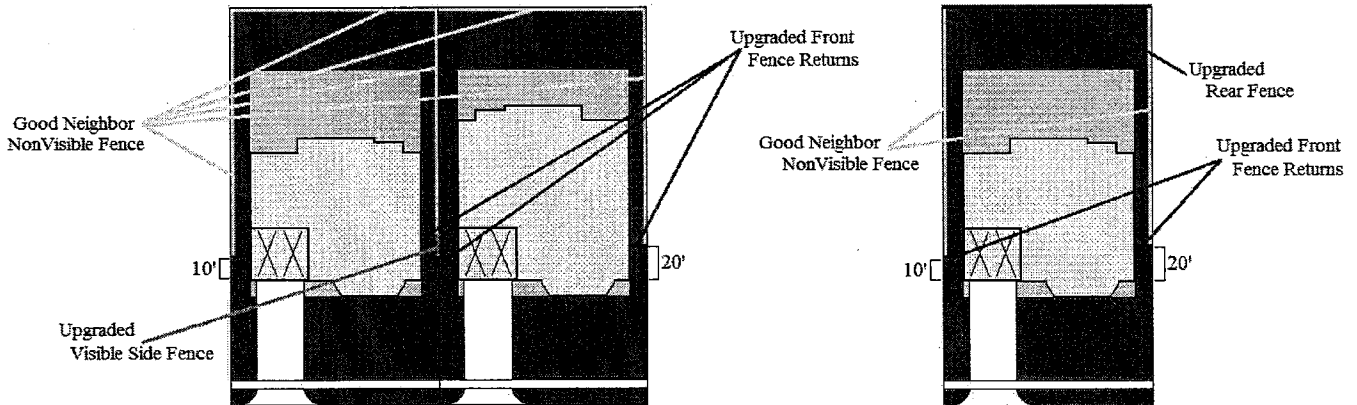
- Upgraded Wood
- Must meet the height of adjacent fencing
- Last Builder to install fencing must complete all fencing to be Upgraded Wood

iii. Visible Rear Fencing:

- Upgraded Wood or Good Side Wood as determined by Development Fencing Plan
- Must meet the height of adjacent fencing

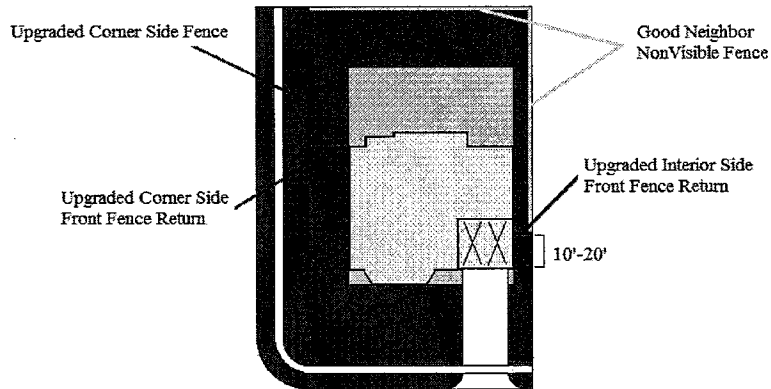
iv. Non-Visible Side and Rear Fencing:

- Good Neighbor Wood

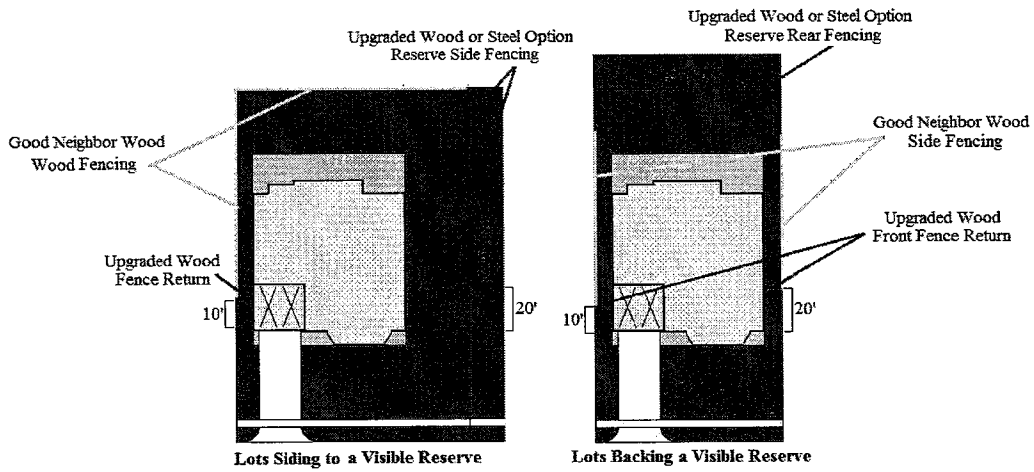


b. Corner Lot:

- i. **Front Fencing:** Fencing that faces the R.O.W.
 - Upgraded Wood
 - Corner Side Front Fence
 - Interior Side Front Fence
 - Minimum ten feet (10') to maximum twenty feet (20') from the closest corner of the front elevation
- ii. **Corner Side Fencing:** Fencing that faces the Corner Side Street
 - Upgraded Wood
 - Placed on the Corner Side Property Line
 - Must meet the height of adjacent fencing
- iii. **Visible Side Fencing:** Visible fencing between adjoining Lots
 - Upgraded Wood
 - Must meet the height of adjacent fencing
 - Last Builder to install fencing must complete all fencing to be Upgraded Wood
- v. **Visible Rear Fencing:**
 - Upgraded Wood or Good Side Wood as determined by Development Fencing Plan
 - Must meet the height of adjacent fencing
- iv. **Non-Visible Side and Rear Fencing:**
 - Good Neighbor Wood



- c. Reserve Lot: Fence Type as determined by Development Fence Plan
- i. **Front Fencing:** Fencing that faces the R.O.W.
 - Upgraded Wood
 - Minimum ten feet (10') to maximum twenty feet (20') from the closest corner of the front elevation
 - Must meet the height of adjacent fencing
 - ii. **Reserve Side Fencing:** Lots that side a Reserve
 - Upgraded Wood or Steel Option
 - Must meet the height of adjacent fencing
 - iii. **Reserve Rear Fencing:** Lots back to a Reserve
 - Upgraded Wood or Steel Option
 - Must meet the height of adjacent fencing
 - iv. **Interior Side Fencing:**
 - Good Neighbor Wood
 - v. **Interior Rear Fencing:**
 - Good Neighbor Wood



J. Breezeways

- 1. General:**
 - a. Detached garages require Breezeway connecting the House to the Garage.
- 2. Breezeway Roof:**
 - a. Must be the same material as the garage
- 3. Breezeway Fencing:** Visible within public view
 - a. **Wood Fence:**
 - i. Four foot (4') or six foot (6') Good Side Out Cedar
 - ii. Stained Wood
 - b. **Steel Fence:**
 - i. Four foot (4') or six foot (6') steel fencing
 - ii. Ameristar Montage Plus

K. Gates

- 1. Pedestrian Gates:**
 - a. **Upgraded Wood:**
 - i. A maximum six foot (6') six inch (6") tall by four foot (4') wide wood pedestrian gate may be placed on the Front Fence facing the street.
 - ii. Must meet height of adjoining Upgraded Fence
 - iii. Corner Side or Reserve Side gates are prohibited.

L. Grading, Drainage, Berms

- 1. General:**
 - a. Positive drainage away from the housing structure shall be provided for rainfall, gutter downspouts, irrigation, air conditioner condensation and all other types of water runoff.
 - b. Caution should be used in establishing the foundation elevation so that driveways, slabs or insufficient fall does not impair adequate drainage of the Lot.
- 2. Type of Grading:**
 - a. **FHA TYPE "A" LOT GRADING-** The Lot has a ridge along Common rear Lot lines and each Lot is graded to drain storm water directly to the street.
 - b. **FHA TYPE "B" LOT GRADING-** The Lot has a ridge at the rear of the main house structure from which the Lot is graded to drain storm water in the front of the Lot directly to the street independent of other properties. The remainder of the Lot shall drain the storm water to the rear lot line.

II. Architectural Guidelines

Architectural Guidelines are to establish basic criteria for the construction of residences, garages and other structures. Materials must be of the highest quality in order to insure well-crafted residences. These Guidelines allow for diversity while enforcing the architectural integrity of the whole community. Articulation in design of elevations, including the roofs, is required. Designs lacking articulation are strongly discouraged and may not be Approved by the ARC. Equal priority is given to the rear and sides of a residence that may be within public view, Lakes and Reserves.

A. General:

1. Strong gables, standing seam metal accent roofs, usable front porches, etc. are strongly encouraged.
2. Equal priority is to be given to the rear and sides of residences that may be within public view such as Perimeter, Corner and Reserve Lots.
3. Dutch/French Hips are not allowed
4. Brick and stone on the same plane must have ARC approval for color and material selections.
5. Designs considered modern or contemporary will not be approved.

B. Lot Types

1. Production

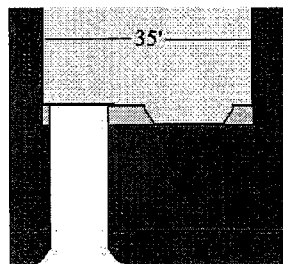
C. Square Footage: Air conditioned area measured masonry to masonry

1. 50' Lot: 1,600 minimum
2. 55' Lot: 2,100 minimum

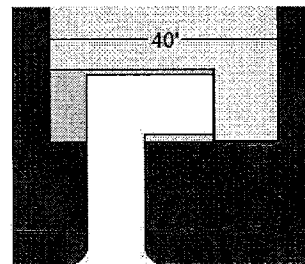
D. Plan Width Minimum: Base Plan Width measured from masonry to masonry. Storage and Garage Extensions are not included in Base Plan Width.

1. 50' Lot: Overall product width may be no less than fifteen feet (15') of the Lot.
2. 55' Lot: Overall product width may be no less than fifteen feet (15') of the Lot.

Lot Type	Minimum Plan Width
50' Lot	35'
55' Lot	40'



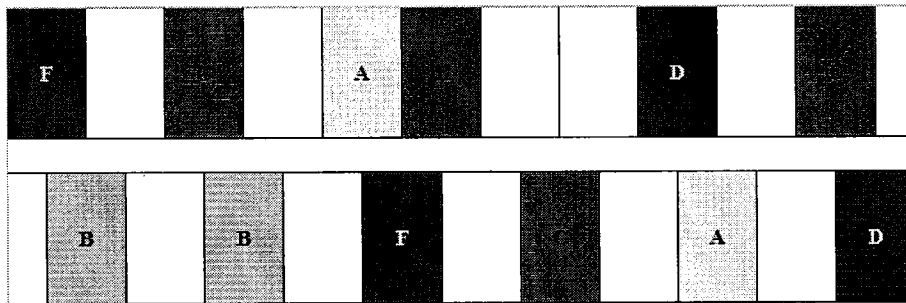
50' Lot



55' Lot

E. Plan Spacing and Repetition

Elevation	Side of the Street	Number of Lots Between	Key
Same	Same	4	A
Different	Same	1	B
Different	Opposite	1	D
Different Plan with Elevation considered Same As	Opposite	3	F



F. Masonry Requirements

1. Minimum Masonry Requirements:

Lot Type	First Floor*	Second Floor**
All	100%	100% Masonry (where visible within public view)
*Up to 5% Hardie-Plank may be used as "Accent" treatment on Front Elevations		
** Perimeter, Corner Side R.O.W., Reserves as determined by the ARC. See Masonry Plan		

G. Exterior Materials

1. Masonry: Masonry to be defined as Brick, Stone or Stucco

- a. **Brick:** Must meet the standard specifications established by the Brick Institute of America.
 - i. Brick and stone on the same plane must have ARC approval for color and material selections.
- b. **Stone:** Must meet the standard specifications established by the Brick Institute of America.
 - ii. Natural quarried or cultured stone is permitted with ARC approval.
 - iii. Brick and stone on the same plane must have ARC approval for color and material selections
- c. **Stucco:** Quality and installation must meet cement and Plaster Institute minimum standards.
 - i. Cementitious-based or acrylic-based stucco is permitted .
 - a) EFIS and Dryvet are prohibited.
 - ii. May be used in combination of other materials

2. Wood:

a. General:

- i. All wood must be painted, stained or treated
 - a) Stained wood must be sealed
- ii. Natural weathered wood is prohibited.
- iii. Hardie plank is not considered wood.

b. Wood Trim:

- i. Must be high quality milled finish-grade stock
- ii. Must be stained or painted
- iii. MDO (Medium Density Overlay) is allowed.

3. Hardie-plank:

- a. Cement Hardie-plank (or other approved cementitious fiber material)
- b. Hardie-plank is not considered masonry.

4. Siding:

- a. Hardie-plank siding is permitted.
- b. Siding is permitted on side and rear elevations with ARC approval.
- c. Board and Batten siding, metal, reflective aluminum or vinyl siding are prohibited.

5. Metal:

- a. Standing seam metal accent roofs are encouraged.
- b. Exposed metals must be anodized aluminum, bronze, copper or painted galvanized steel
- c. Wrought Iron ornamentation for decorative accent may be allowed with ARC approval.

6. Accent:

- a. Hardie-plank may be used as 5% accent treatment on Front elevations for trim, soffits or window frames with ARC approval.

H. Shirt Fronting

1. General:

- a. Masonry material must wrap from the Front Elevation to the Side Elevations a minimum of two feet (2').
- b. Shirt Fronting is Prohibited: Material may not stop on the corner of the Front Elevation.

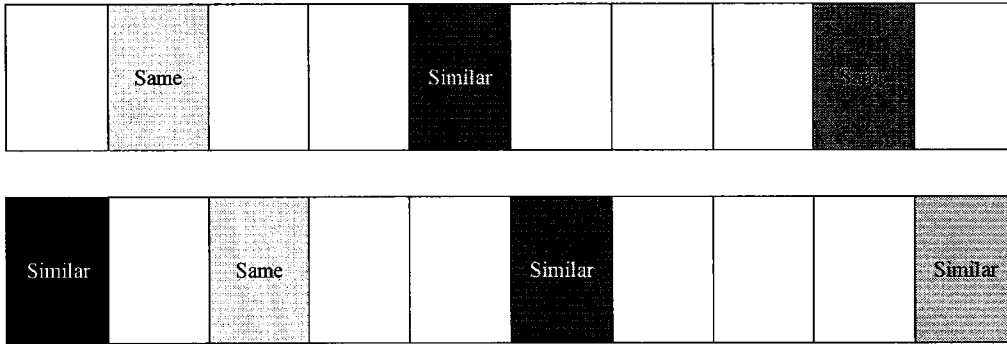


Prohibited

I. Masonry Repetition

1. General:

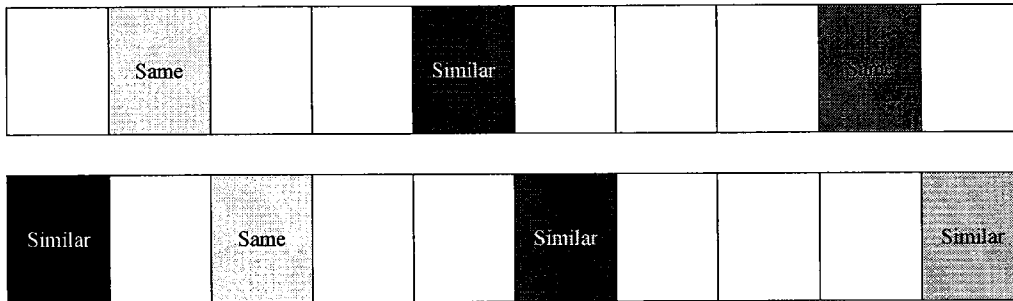
- a. Same or similar brick, stone or stucco must not be immediately adjacent to or directly across the street from one another.



J. Exterior Colors

1. General:

- a. Same or similar paint selections must not be immediately adjacent or directly across the street from one another.



- b. Maximum of three (3) colors per residence.
 - i. Wood stain is considered a color.
 - c. Paint colors must harmonize and complement the masonry material(s).
 - i. Pastel and primary colors are prohibited unless used on doors or shutters with ARC approval.
 - d. Earth tones are required.
 - e. Dark and light stone combinations to be avoided, must have ARC approval.
- 2. Brick:**
- a. Earth tone
 - b. Solid red and solid white bricks are prohibited.
- 3. Stone:**
- a. Dark and light flagstone combinations are prohibited.
- 4. Stucco:**
- a. Earth tones
 - b. White selections must have ARC approval.
 - i. Cream hues allowed
 - c. Bright colors prohibited
 - i. Stark/bright white to be avoided
- 5. Paint:**
- a. Earth tones
 - b. Colors must harmonize and complement the masonry material(s).
 - c. Primary colors are prohibited unless used on doors or shutters with ARC approval.
 - d. Pastel colors or colors considered brilliant are prohibited.
- 6. Stain:**
- a. Earth tone

K. Covered Porches

1. Porches, steps, stoops – Concrete may be finished in tile, brick or stone with ARC approval.
2. Roof must be the same material as house roof with column supported overhangs.
3. Roof pitch must be 3:12 or greater.

L. Balconies

1. Second floor balconies on Interior Lots or facing the rear or side yard of another Lot are prohibited.

M. Windows

1. General:

- a. Flat arches over windows, narrow or square windows are preferred.
 - i. Round arches are strongly discouraged.
- b. Bathroom windows facing streets, within public view or adjacent Lots must have privacy glass block, frosted, tinted or similar privacy window treatment.
 - i. Must receive ARC approval

2. Materials:

- a. Metal or Vinyl-clad, double paned windows or higher quality must be used.
- b. Metal window finishes must complement the architectural style and color of the home.
- c. Bronze, white, black, taupe are acceptable.
- d. Clear anodized aluminum is prohibited.

3. Tinting:

- a. Encouraged for energy conservation purposes. Must receive ARC approval.
- b. Tinting encouraged for bathroom windows facing streets or public view.

4. Prohibited:

- a. Bronze, reflective glass, mirrored glazing or tinting, awnings, burglar or security bars on windows or doors are prohibited.

N. Front Entries and Doorways

1. Front entries with wide openings, iron accents, flat arches over front entries and doorways are preferred.
 - a. Rounded arches are prohibited.
 - b. Narrow two story entry ways are prohibited.
2. Aluminum or metal storm doors with glass and screen doors are prohibited on front or side elevations where visible within public view or rear elevations of all Lake Lots.

O. Chimneys

1. Materials:

- a. Must be constructed of one hundred percent (100%) masonry where visible within public view
- b. Must be Stucco Board for Chimney's not considered visible within public view
- c. Cantilevered chimneys are prohibited.

2. **Chimney Caps:**
 - a. Fireplaces using metal spark arrestor or other metal venting apparatus at top of chimney must have painted metal cowl surrounding installed atop the chimney.
 - b. All metal or other chimney materials must be painted the same color as chimney material.
3. **Gas Fire Places:**
 - a. Direct vent permitted if not visible from the street.

P. Roofs

1. **General:**
 - a. Strong gables are encouraged
 - b. Dutch or French hips, flat roofs, or mansard roofs are prohibited.
2. **Materials:**
 - a. **Shingle:**
 - i. Weathered Wood thirty (30) year shingle
 - ii. Garage and breezeway roofs must be same material as the roof of the home.
 - iii. Red and green colors are prohibited.
 - b. **Other Roof Materials:**
 - i. Other roof materials and colors may be allowed with ARC approval.
 - c. **Metal: Accent Roof**
 - i. Galvanized standing seam metal
 - ii. Copper roofing and standing seam metal for Bay windows and porches are encouraged.
 - iii. Must have ARC approval for location and color.
 - iv. All other exposed roof metal must be located to the rear or side slopes, away from public view and painted to match the roof color.
 - v. Prohibited: Corrugated tin
3. **Pitches:**
 - a. **One Story:**
 - i. 8:12 or greater
 - a) 6:12: May be allowed as determined by the architectural style of the home, with ARC approval
 - b. **Two Story:**
 - i. 6:12 or greater on all sides
 - c. **Porches:**
 - i. Must be 3:12 or greater
 - d. **Dormers:**
 - i. Must be 3:12 minimum
4. **Garage Roof:**
 - a. May not exceed height of a two story home
 - b. Must be the same material as the home

5. Roof Top Accessories:

a. General:

- i. Antennas, towers, satellite dishes or similar devices for receiving and/or sending signals are permitted.
- ii. Placement must be in the least obtrusive location, no higher than the highest point of the rear line of the residence and must not be visible from the street.
- iii. Must receive ARC approval for placement
- iv. All items atop the roof must match the roof color.

b. Skylights:

- i. Must be integrated with the roof design, parallel to the roof pitch
- ii. Framing must match the roof color.
- iii. Must receive ARC approval for placement

c. Solar Collectors:

- i. Solar collectors must not be placed within public view.
- ii. Must match roof color
- iii. Must receive ARC approval for placement

- d. Plumbing or heating vents, stacks or other projections must be placed out of street or Lake view if at all possible and must be painted to match roof material.

Q. Garages

1. General:

- a. A garage capable of parking two (2) cars is required for all Lots.

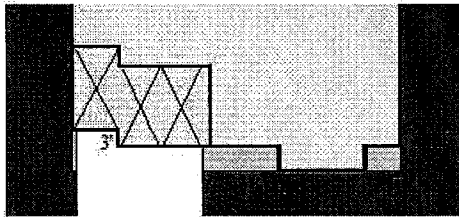
2. Attached Garages:

a. Front Loaded Two Car:

- i. Maximum ten foot (10') storage extensions permitted with ARC approval.

b. Front Loaded Two or Three Car Garage:

- i. Third (3rd) car bay must be setback a minimum of five feet (3') from the Two Car Bay, unless otherwise approved by the ARC.



- ii. Maximum ten foot (10') storage extensions permitted with ARC approval.

3. **Swing In or Side Loaded Garages:**
 - a. One (1) car or two (2) bay car Swing In or Side Loaded garage allowed in addition to required two (2) car garage.
 - b. Garage bays may not face the entry into a section, or court, corner side street, Lake, or face each other. Must receive ARC approval.
 - c. Side loaded garage bays may not face the entry into a section, or court, Lake, or face each other. All must receive ARC approval.
 - d. Garage elevations that are highly visible or are on Corner Lots require additional articulation.
4. **Detached Garages:**
 - a. The front elevation of a detached garage must be masonry.
 - b. All elevations within public view must be masonry.
 - c. Garage elevations that are highly visible or are on Corner Lots require additional articulation.
 - d. Detached garages are not permitted on green areas or Lake Lots.
5. **Porte Cocheres:**
 - a. Must be the same architectural style of the home
 - b. The side yard setback is the same as the home.
6. **Storage Space:**
 - a. Five foot (5') storage space added to garage is allowed with ARC approval.
 - b. Ten foot (10') storage space added to garage is permitted and may be required with ARC approval.
7. **Garage Conversion:**
 - a. Conversion of any garage space into livable area must receive ARC approval.
 - b. Lot must still have a garage capable of parking a minimum of two (2) cars.
 - c. Detached Garage Second Floor Living Space:
 - i. Living space above garage is allowed if the living space is within the roof line of the below garage, with ARC approval

R. Garage Doors

1. **General:**
 - a. All garage doors must be metal or wood with paneled design that matches the architectural style of the home.
 - b. Single and Double Garage Door Height:
 - i. Maximum height of eight feet (8') unless otherwise approved by ARC.
 - c. Double Garage Door Width:
 - i. Maximum width of eighteen feet (18') unless otherwise approved by ARC.
2. **Front Loaded Garages:**
 - a. Two (2) Car Garages may have one (1) double door or two (2) single doors separated by a ten inch (10") column.
 - b. Three (3) Car Garages may have one (1) double door and one (1) single door separated by a ten inch (10") column.
3. **Swing In or Side Load Garages:**
 - a. Two (2) Car Garages may have one (1) double door or two (2) single doors separated by a ten inch (10") column.
 - b. Three (3) Car Garages may have one (1) double door and one (1) single door separated by a ten inch (10") column.
 - c. May have one double door or two single doors separated by a ten inch (10") column.
4. **Detached Garages:**
 - a. The single door should be placed on the side of the garage closest to the side property line.
 - b. The double doors must be placed on the side closest to the home.

- c. Two (2) Car Garages may have one (1) double door or two (2) single doors separated by a ten inch (10") column.
- d. Three (3) Car Garages may have one (1) double door and one (1) single door separated by a ten inch (10") column.

S. Driveways

1. Materials:

- a. Concrete required for all Driveways.
- b. Decorative materials may include brick, stamped or colored concrete pavers, flagstone, etc. Must receive ARC approval.
 - i. Asphalt paving, loose gravel, stone, timber borders are prohibited.

T. Foundations

- 1. No more than six inches (6") of vertical surface of the concrete slab shall be exposed to view from the street or Lake.
- 2. Exposed foundation must be screened. See Landscape Guidelines.

U. Plate Height

- 1. Nine foot (9') minimum Interior first floor Plate Height is required.
- 2. Minimum Eight foot (8') Exterior first floor Plate Height must be kept to a minimum along the front elevation.
- 3. Garage Plate Heights may be eight foot (8').

V. Railing

- 1. Railing may be approved stylized wrought iron, steel or painted decorative wood.
- 2. Must match the architectural style of the home. Railing color must receive ARC approval.
- 3. Pressure treated railing is prohibited.

W. Lighting

- 1. Cast aluminum or brass fixtures are permitted.
- 2. Colored lighting, high intensity lighting such as Mercury vapor, "spill over" lighting (onto neighboring yards, other properties, streets or public spaces), exposed transformers and wiring are all prohibited.
- 3. All exterior lighting must receive ARC approval.

X. Screening

- 1. All heating, A/C, mechanical and pool equipment, meters and pedestals must be screened with landscaping or fencing from public and Lake view.

Y. Address Marker

- 1. Required on all Front Elevations
- 2. Builder standard marker

Z. Energy Efficiency

- 1. All Builders are required to build Energy Star or current energy program, which meets or exceed International Energy Codes.
- 2. Builders must adapt and stay current with evolving Energy Codes and Standards.

AA. Builder Signage

1. **Model Identification sign:**
 - a. One (1) lighted sign per model home
 - b. Sign size, shape, material and color must have prior ARC approval.
2. **Lot Identification sign:**
 - a. For advertising and sale of a Lot
 - b. One sign per Lot
 - c. No more than six (6) square feet in size
3. **Temporary Signs:**
 - a. Must receive ARC approval
4. **Bandit signs and banners:**
 - a. Prohibited

BB. Flag Poles

1. No more than two (2) flag poles per Builder within Copper Bend
 - a. Twenty-five foot (25') maximum height
 - b. Placement and color must receive ARC approval. Must be removed at sale of the model home
 - c. Texas and United States Flags only

CC. Mail Clusters

1. U.S. Post Office standard mail clusters will be installed at appropriate locations.
2. No individual mail boxes are permitted.

DD. Swimming Pools, Hot Tubs, Reflective Ponds, Water Amenities:

Must receive ARC approval.

1. Deposit of \$1500 to be held by HOA.
2. Waterfalls or similar amenities shall not extend more than four feet (4') above grade on a Lake Lot. No more than six feet (6') on any other Lot.
 - a. Front yard fountains and above ground pools are prohibited.

RP-2019-45279

III. Landscape Guidelines

Landscape Guidelines provide the minimum requirements for site improvements. Plant proportions shall be those recognized and recommended by the American Standard for Nursery Stock. Installation of all plants must conform to the standards of the American Association of Nurserymen. A combination of Native Texas trees, shrubs, ground covers and grasses from the Preferred Plant list should be utilized. A plant is considered dead if at least 50% of its growth is dead or fails to make new growth from a dormant stage.

All replacements must conform to the original Landscape Guidelines. The ARC reserves the right to require the builder to replace plants that do not meet these requirements.

A. Yard Type

1. **Front Yard:**
 - a. Planting beds in the front of the home
2. **Visible Rear Yard:**
 - a. Rear yards that back or side a boulevard or collector road, or are visible within public view as designated on Section Specific Plan.
3. **Corner Lot:**
 - a. Planting beds on Corner Side yards facing a street
 - b. Plantings shall be in clusters along fence facing the street.
4. **Landscape Buffer:**
 - a. Non-Corner Lots with visible front or side yard fencing that measures thirty feet (30') or more in length require a Landscape buffer. See Corner Lot/Landscape Buffer Requirements.

B. Sod

1. St. Augustine required
2. All front yards must be sodded.
3. All Side and Rear yards visible within public view

C. Planting Beds

1. Planting beds must be a minimum of five feet (5') along the elevation toward the Property Line.
 - a. Curvilinear
2. Groupings of shrubs of the same species providing a substantial look

D. Edging:

1. Ryerson steel edging (or similar), brick set in mortar or natural stone are permitted.
2. Plastic, loose brick, concrete scallop, corrugated aluminum or plastic, wire wickets, railroad ties or timbers are prohibited.
3. Wire or small picket fencing, continuous concrete bands are also prohibited.
4. Rocks, rock walls or other similar substances may not be used as yard border on any front or side yard.

E. Landscape Rocks:

1. Landscape rocks or similar hardscape may be incorporated into front and rear yard landscape with ARC approval.
2. Solid rock yard or similar type of hardscape is prohibited in the front yard or side yard visible from the street.

F. Mulch:

1. Hardwood
2. Required for all visible Planting Beds
3. Black and brown required
 - a. Colors other than black and brown must receive ARC approval.
4. Gravel, rock or red mulch is prohibited

G. Screening

1. **Foundation:**
 - a. All foundation visible within public view must be screened with evergreen landscape.
Front foundation of the home and garage parallel to the Front R.O.W.
Corner Side foundation, outside of the fencing, parallel to the Corner Side R.O.W.
2. **Mechanical Equipment:**
 - a. All mechanical equipment such as air conditioning units, utility pedestals, meters, transformers, pool equipment, etc. must not be within public view.
 - b. Any equipment not able to be placed out of public view must be screened with evergreen shrubs.
 - c. See Preferred Plant List for screening options.

H. Irrigation

1. Required for all visible yards
2. Irrigation systems of approved design must have a minimal overthrow onto impervious areas using the current standards at time of installation.
3. All equipment for such systems must be screened from public view with evergreen shrubs.

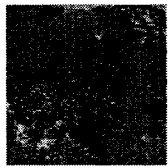
I. Minimal Landscape Requirements

Front Yard				
Lot Size	Yard Trees*	15 Gallon Shrubs	5 Gallon Shrubs	1 or 3 Gallon Plants/Shrubs
50' & 55'	Two 4" caliper Hardwoods	Two	Ten	Twenty-five
**Foundation and Equipment Screening	Evergreen Shrubs			
*One existing natural tree may be used to count toward Yard Tree requirements. Trees must be in good health, must be located in comparable locations to meet the general location for yard trees and must receive ARC approval.				
Palm trees are prohibited.				
May increase 5 gal. and decrease 3 gal. shrubs. See Preferred Plant List "Shrubs"				
**Foundation and Equipment facing the R.O.W. or visible within public view must be screened. To include but not limited to Garages.				

Visible Rear Yard
Two 3" caliper Hardwoods
Palm trees allowed with ARC approval.
*One existing natural tree may be used to count toward Yard Tree requirements. Trees must be in good health, must be located in comparable locations to meet the general location for yard trees and must receive ARC approval.

Corner Lot/Landscape Buffer	
*30 Gallon Ornamental Trees	Two
*5 Gallon	Nine
**Corner Side Tree	One 2" caliper Hardwood
Palm trees are prohibited.	
*Required for all visible fencing that measures thirty feet (30') or more in length.	
**Visible Fencing of sixty feet (60') or more in length requires One Corner Lot/Landscape Buffer PLUS One 2" caliper Corner Side Hardwood Tree	

J. Preferred Plant List
1. Shade Trees



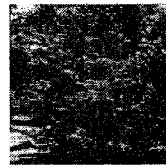
Big Tooth Maple



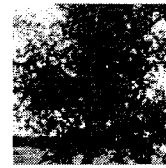
Cherry Laurel



Cypress, Bald



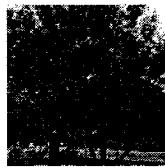
Cypress, Montezuma



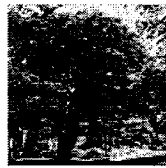
Elm, Cedar



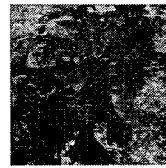
Elm, Lacebark



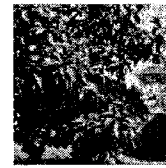
Escarpment Black Cherry



Oak, Blackjack



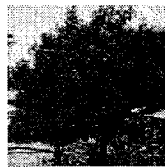
Oak, Bur



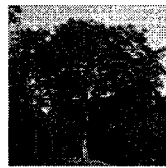
Oak, Chinquapin



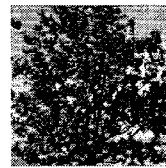
Oak, Escarpment Live



Oak, Lacey



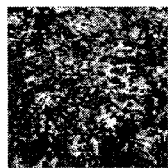
Oak, Southern Live



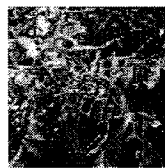
Oak, Monterey



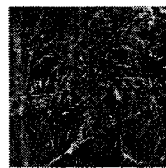
Oak, Shumard



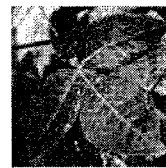
Oak, Texas Red



Pecan

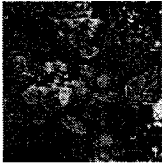


Soapberry

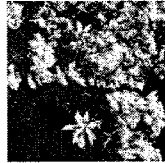


Texas Ash

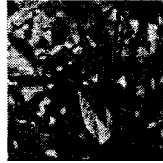
2. Ornamental Trees



American Smoke Tree



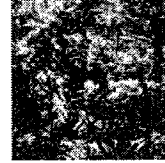
Anacacho Orchid Tree



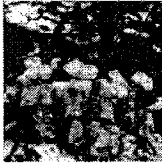
Carolina Buckthorn



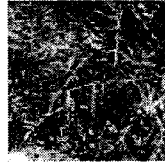
Crape Myrtle



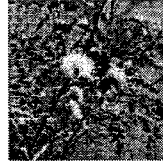
Desert Willow



Eve's Necklace



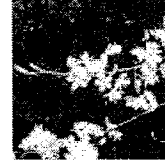
Flameleaf Sumac



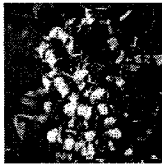
Goldenball Leadtree



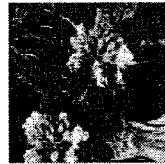
Mexican Buckeye



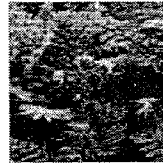
Mexican Plum



Mountain Laurel, Texas



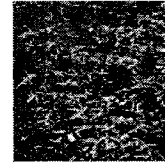
Poinciana
Bird of Paradise



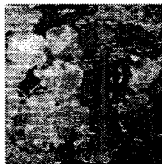
Poinciana
Red Bird of Paradise
Pride of Barbados



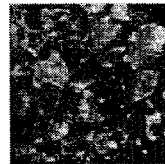
Possumhaw Holly



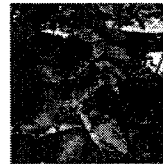
Red Buckeye



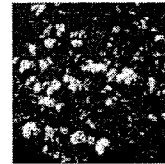
Redbud, Mexican



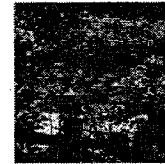
Redbud, Texas



Roughleaf Dogwood



Rusty Blackhaw
Viburnum



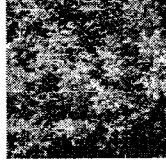
Senna, Flowering



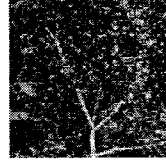
Senna, Lindheimer



Texas Persimmon

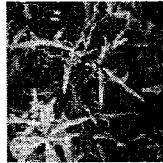


Texas Pistachio

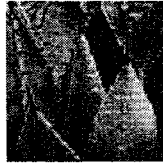


Yaupon Holly

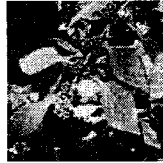
3. Shrubs



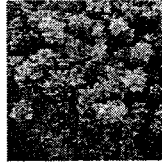
Agarita



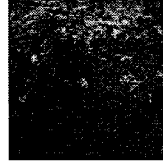
Agave (Century Plant)



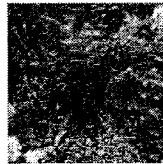
American Beautyberry



Artemisia



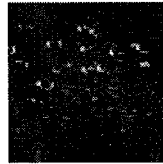
Barbados Cherry



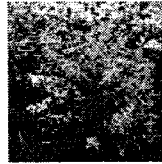
Barberry, Japanese



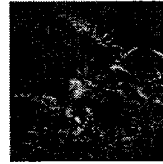
Basket Grass (Sacahuista)



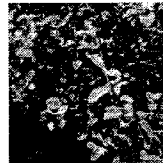
Black Dalea



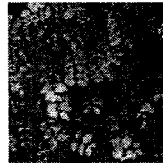
Bush Germander



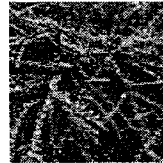
Butterfly Bush



Butterfly Bush, Woolly



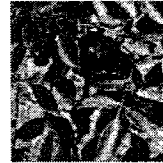
Coralberry



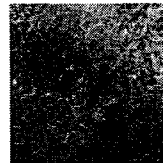
Cotoneaster



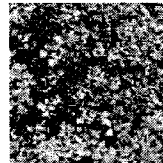
Esperanza Yellow Bells



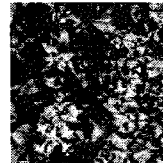
Evergreen Sumac



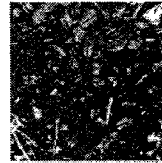
Flame Acanthus



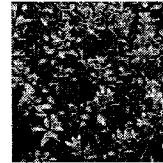
Fragrant Sumac



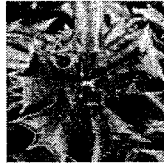
Glossy Abelia



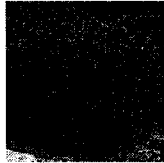
Holly, Burford



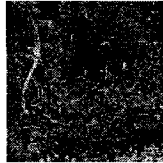
Holly, Dwarf



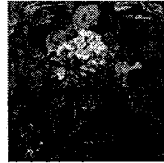
Holly, Dwarf Chinese



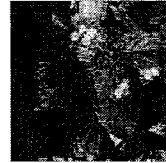
Holly, Dwarf Yaupon



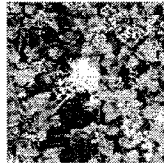
Kidneywood



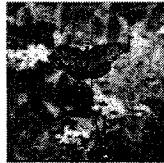
Lantana, Pink



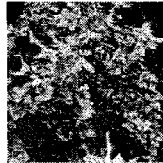
Lantana, Texas



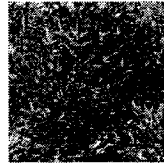
Mistflower, White Shrubby White Bonaset



Mistflower, Blue Blue Bonaset



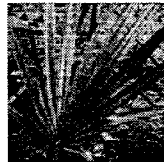
Mountain Sage



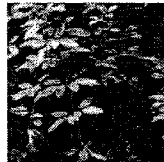
Nandina (dwarf-types)



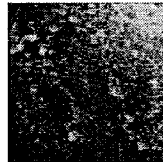
Oleander



Palmetto, Dwarf Texas



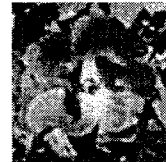
Primrose Jasmine



Rock Rose



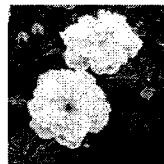
Rose, Belinda's Dream



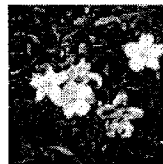
Rose, Knock Out Dream



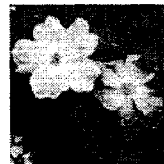
Rose, Livin' Easy



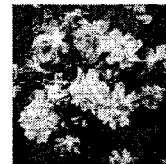
Rose, Marie Pavie



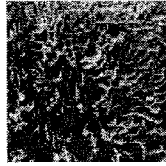
Rose, Mutabilis



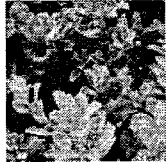
Rose, Nearly Wild



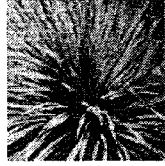
Rose, Old Blush



Rosemary



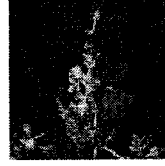
Sage, Texas



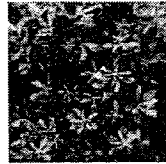
Sotol, Texas



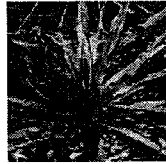
Southern Wax Myrtle



Turk's Cap



Wax Myrtle,
Dwarf



Yucca, Paleleaf



Yucca, Red

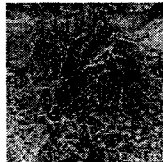


Yucca, Softleaf



Yucca, Twistleaf

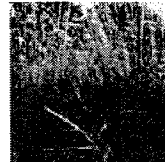
4. Ornamental Grasses



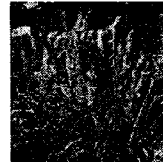
Bamboo Muhly



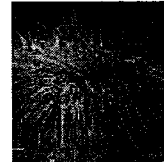
Big Bluestem



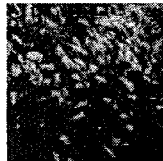
Big Muhly



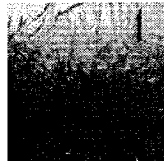
Bushy Bluestem



Deer Muhly



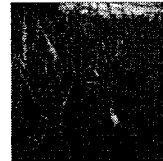
Dwarf Fountain
Grass



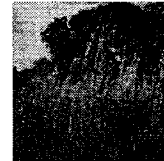
Gulf Muhly



Indian Grass



Inland Sea Oats



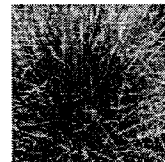
Little Bluestem



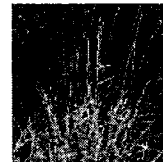
Mexican
Feathergrass
(Wiregrass)



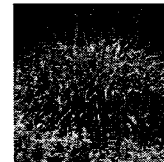
Purple Lovegrass



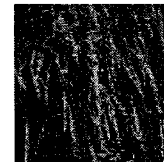
Seep Muhly



Sideoats Grama



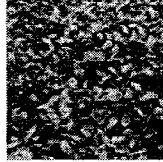
Switchgrass



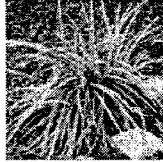
Wild Rye

RP-2019-45279

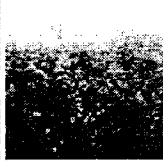
5. Vines and Groundcovers



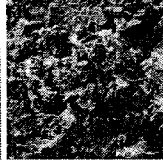
Asian Jasmine



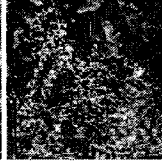
Aztec Grass



Carolina
Jessamine



Coral
Honeysuckle



Coral Vine



Crossvine



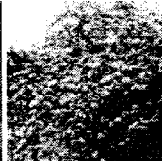
Fig Vine



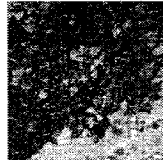
Frogfruit



Horseherb



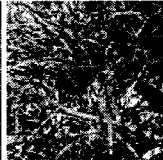
Lady Banksia
Rose



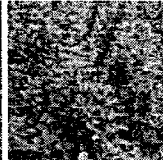
Leadwort
Plumbago



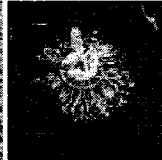
Liriope



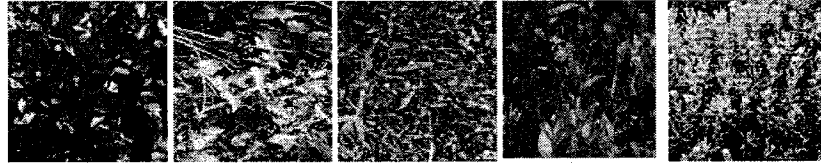
Monkey Grass
(Mondo Grass)



Oregano



Passion Vine



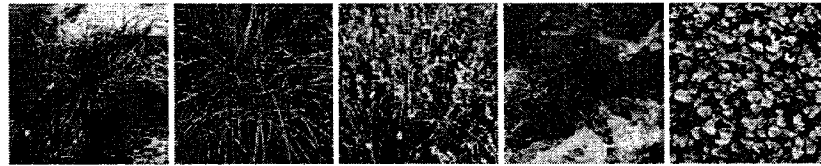
Periwinkle,
Littleleaf

Pigeonberry

Purple Heart

Red Salvia

Santolina
(Lavender
Cotton)



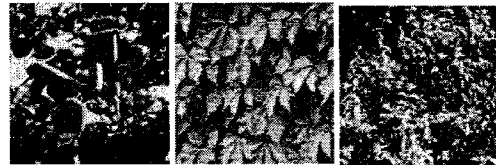
Sedge, Berkeley

Sedge, Meadow

Sedge, Texas

Sedum
(Stonecrop)

Silver Ponyfoot



Trumpet Vine

Virginia Creeper

Woolly Stemodia

RP-2019-45279

IV. Construction Guidelines

The following Construction Guidelines (Guidelines) shall apply to any and all work performed on or within the Copper Bend Development. All Builders shall be bound by any County building codes and all other applicable governing authority.

A. Builder's Compliance

The Builder shall comply with these Guidelines. Non-compliance will result in written notification from the ARC of any observed violation/s via Fax and/or Email to the Field Supervisor and Project Manager. The Builder will have seven (7) calendar days after such notice to correct the violation item/items. If non-compliance item/s are not corrected within the seven (7) days a second written notification will be sent. Failure to address violation notices could affect approval of future submittals.

B. Governing Authority

All Applicants shall comply with the regulations of any governing authority, as well as all applicable Occupational Safety and Health Act Regulations and Guidelines (OSHA).

C. Construction Trailers, Portable Field Offices, Sales Trailers Etc.

Any Applicant who desires to bring a sales trailer, construction trailer or field office into Copper Bend must submit a written request for approval by the ARC. The location of such trailers or offices must also be requested in writing for approval by the Copper Bend ARC. Requests must include a copy of the site plan with proposed location and description of trailer or office. Landscape screening is required for all trailers and must receive ARC approval. All storage areas require fencing on all sides. All temporary structures must be removed upon completion of construction of the model home.

D. Debris and Trash Removal

Builders shall clean up all trash and debris on the construction site on a regular basis. Lightweight materials, packaging and other items shall be covered or weighted down to prevent being blown off the construction site. Builders are required to retrieve promptly all trash and debris blown onto streets and neighboring properties. Builders are *prohibited* from dumping, burying or burning trash anywhere within Copper Bend. During the construction period, each construction site shall be kept neat and clean and shall be properly policed to prevent it from becoming an eyesore or affecting other Lots or any open space. Each Builder is required to construct a trash containment area within the middle of the front of the Lot. Orange construction fence should be placed on sides and rear of construction Lot to prevent construction debris from blowing into adjacent Lots.

The Developer will designate an area in each Section in Copper Bend specifically for concrete wash-out. The Builders must clean out the concrete wash-out at intervals of no less than 30 days. Mud and dirt from the construction site on the paved streets of Copper Bend whether caused by the builder or any of its subcontractors or suppliers shall be promptly removed and streets shall be cleaned by the builder.

E. Sanitary Facilities

Adequate sanitary facilities for Builder's construction workers must be supplied by each Builder. Such facility placement must be submitted for approval by the ARC.

F. Vehicles and Parking Areas

Construction crews shall not park on, or otherwise use, other Lots or any open space. Private and construction vehicles and machinery shall be parked only within areas designated by the ARC. All vehicles shall be parked so as not to inhibit traffic. At no time shall vehicles be allowed to park under existing trees and must stay off of and away from tree roots. Each Builder shall be responsible for assuring that the subcontractors and suppliers obey the speed limits posted within the Development. Adhering to the speed limits should be a condition included in the contract between the Builder and its subcontractors/suppliers. The Builder and its subcontractors/suppliers shall use extreme caution around occupied properties. Resident complaints shall be courteously addressed and resolved quickly. Repeat offenders will be reported to the local County Law Enforcement office. Once occupied properties exist, the developer may restrict parking to one side of the street only.

G. EPA - SWPPP

Each Builder shall comply with the Environmental Protection Agency's Storm Water Pollution Prevention Program (SWPPP) or other governmental authorities on similar issues.

H. Excavation Materials

Excess excavation materials shall be hauled away from Copper Bend and properly disposed of. Failure to do so shall result in the ARC removing the material and charging the expense to the Builder. Excavation materials may not be deposited on any Reserves or Lots not belonging to that builder.

I. Restoration or Repair of Other Property Damages

Damage or scarring of any property outside the construction Lot, including but not limited to roads, driveways, utilities, vegetation and/or other improvements that results from construction operations will not be permitted. If any such damage occurs, it must be repaired and/or restored promptly and at the expense of the Builder. If the Builder fails to restore/repair the damaged area, the ARC may repair the area and impose the expense as a charge against the construction deposit. In the event of default by the Builder in meeting these obligations or the construction deposit is insufficient to meet the obligation, the Builder shall be responsible and a lien may be recorded against the Lot until paid.

J. Miscellaneous and General Practices

All Builders will be completely responsible for the conduct and behavior of their agents, representatives and subcontractors while in Copper Bend.

The following practices are *prohibited*:

1. Changing oil of any vehicle or equipment on the Lot itself or any other location within Copper Bend.
2. Allowing concrete suppliers, plasterers, painters or any other subcontractors to clean their equipment anywhere other than designated location(s) approved by the ARC. Such cleaning outside the designated area is strictly *prohibited*. Violation of this provision will result in the repayment of expenses to the ARC for repairing the damage.
3. Removing any rocks, plant material, topsoil or similar items from any property or construction site within Copper Bend is prohibited.
4. Possession of any type of firearms or illegal weapons within Copper Bend.
5. The use of residents' utilities without their written consent.
6. Using disposal methods or equipment other than those approved by the ARC.
7. Careless disposition of cigarettes or other flammable material. It is recommended that at least three ten pound (10lbs) ABC-rated dry chemical fire extinguishers shall be present and available in a conspicuous place on the construction site at all times.
8. The use of illegal drugs or alcohol is *prohibited*.
9. Destruction or removal of protected plant materials or plants not previously approved by the ARC.
10. No pets, including dogs, may be brought into Copper Bend by either Builders or construction personnel. In the event of a violation the ARC, Declarant, or the Association has the right to contact authorities to inspect/impound any pet, refuse to permit the Builder or subcontractor involved to continue on the project or to take such other action as permitted by law.
11. Radios and other audio equipment which can be heard outside the construction site.
12. The use of horns not used for traffic safety by any catering trucks. Trash generated by the purchase of items from any catering truck shall be contained and disposed of properly. Repeated problems with these requirements will result in the catering trucks being denied admittance to into Copper Bend.
13. Builders will be responsible for repair and/or replacement of trees, plants, sidewalks, lights, etc damaged during construction.

K. Construction Access

The only approved construction access during the time a residence or other improvement is under construction will be over the approved driveway for the Lot unless the ARC approves an alternative access point.

L. Street Cleaning

All streets in front of a construction site are to be free from dirt, debris and spilled concrete. Each builder shall be responsible for street cleaning. All streets must be cleaned weekly or as needed. All streets must be clean each Friday before weekend sales activity.

M. Construction Signage

Unless required by local governing authorities, no construction signs may be posted anywhere in Copper Bend. The exception being, the ARC may authorize a Builder to post one construction sign per Lot. Such sign must be designated and approved by the ARC. Location must also be approved by the ARC.

N. Concrete Washout

One designated concrete "Washout" areas, for concrete trucks, will be allowed per builder. "Washout" locations will be designated by Developer. "Washout" area must be maintained by Builders at all times. When multiple builders are building within a section and sharing a washout area, the cleanup of the "Washout" may be shared by all Builders on an alternating monthly basis.

O. Sediment Control

As soon as possible earthwork commences, sediment control methods shall be installed to filter all storm water runoff from the tract into the public street. Sediment control must be placed at all inlets. The sediment control system must remain in place and in good repair until construction is complete. It may be removed when landscaping is installed and lawns are established. Builders shall conform to all regulatory agencies' rules, regulating standards and criteria governing sediment control to include, but not limited to, EPA-NPDES and Pollution Prevention Plan. Builders shall be responsible for filing and securing all necessary permits.

P. Sand Bags

Sandbags must be placed at the beginning and end of each construction site to contain construction dirt/debris. All inlets must have sandbags and sediment control at all times during construction. Builders shall conform to all regulatory agencies' rules, regulating standards and criteria governing sediment control to include, but not limited to, EPA-NPDES and Pollution Prevention Plan.

Q. Safety fencing

Orange plastic fencing w/metal posts to protect residents from construction areas and prevent construction trash from flowing outside of the construction site. Fencing should be placed on both sides and rear, if necessary, of construction site.

R. Lot Maintenance

Owners of all Lots shall at all times keep all weeds and grass cut in a low-laying and attractive manner. No Lot may be used for the storage of materials or equipment except for normal residential requirements or incident to construction of improvements is permitted. In such case, all materials and equipment shall be stored so as not to be visible from any street. Debris on all empty Lots must be removed weekly.

S. Illegal Dumping

Dumping of any type onto an empty Lot or construction site is *prohibited*. Building materials that obviously belong to another builder must be picked up by that builder.

T. Stealing

Stealing within Copper Bend at anytime including and not limited to materials, water or electricity from neighboring/occupied resident Lots will result in fines or legal action. Builders will be responsible for any and all damages.

U. Daily Operation

Daily working hours for each construction site shall be as follows:

Monday – Friday _____ 7 a.m. to 7 p.m.
Saturday _____ 8 a.m. to 6 p.m.
Sunday _____ 9 a.m. to 6 p.m.
Designated Holidays _____ 9 a.m. to 6 p.m.

Construction hours may be subject to change per requirements of applicable City/County ordinances, and may be modified as determined by ARC from time to time.

RP-2019-45279

RP-2019-45279

V. Architectural Review Process

A. Introduction

The official submittal of plans and specifications to the ARC is to provide a review process for conformance to the CCR's and the Guidelines, adopted by the ARC. All new construction, subsequent construction, remodeling with exterior exposure, expansion and demolition of structures must be reviewed and Approved by the ARC prior to commencement of any on-site building or construction activity. The site plan, architecture and landscape must be Approved in writing by the ARC before construction begins. A Final Review before closing of the property is also mandatory.

Master Plan and Plot Plan Submittals may be emailed to:

vonetta@mccauleyarc.com

All applicable fees payable to McCauley Architectural Reviews, Inc. must be delivered to:

Copper Bend Architectural Review Committee
13711 Pristine Lake Lane
Cypress TX 77429

Pre-Construction and Final Review requests may be requested via email to:

vonetta@mccauleyarc.com

ARC will review all submittals within fourteen days (14) days of receipt. Submittals will receive either an Approval, Conditional Approval or a Disapproval. A copy of the signed submittal will be emailed/faxed within forty-eight (48) hours of ARC review. Construction may not begin without a signed Approved or Conditionally Approved Submittal.

1. **"Approved"** - The entire application is Approved as submitted.
2. **"Conditional Approval"** - The application is not Approved as submitted. A Conditional Approval is granted with the understanding that all conditions requested by the ARC will be met before, during or after construction. Failure to agree to the Conditions requested will deem the application Disapproved. The Builder may be required to resubmit prior to the construction or alteration in order to receive Approval.
3. **"Disapproved"** - The entire application as submitted is rejected. The ARC may provide comments but is not required to do so. If the ARC fails to respond within twenty-one (21) calendar days, the Builder shall give the ARC written notice of its failure to respond. Unless the ARC responds within an additional ten (10) days of receipt of such notice, approval shall be deemed automatically denied.
4. Reasonable variances may be granted upon written request, as long as the variance is in conformance with the overall intent of the master plan for the improvement and development of the property. All applicants must comply with the conditions for approval that may be imposed on a variance. Each builder must address the variance request in writing and the reason(s) why the request should be granted.

B. Submittal Requirements Only complete submittals will be reviewed. Builder will have responsibility for compliance of all governing codes and ordinances.

Master Plan Submittal

Check for \$100.00 – Fee includes all elevations per Submittal

Full set of 11x17” plans showing:

- All elevations including Detached Garages and Porte Cocheres
- Living Square Footage
- All Floor Plans, including options
- Roof pitches and plate heights
- All materials to be used on all elevations

Site Plan Submittal

Check for \$150.00: Includes Site Plan Review and first Final Review

Plot plan showing:

- Setbacks – Building Lines, R.O.W., Easements
- Fencing – type and placement
- Drive, Sidewalk & Walkway- size and placement
- Air Conditioner placement
- Exterior Selections – Manufacturer and color. Sample boards highly recommended.
 - Brick/Stucco/Stone
 - Garage, Trim and Shutter
 - Roofing material
- Driveway /Walkway Paving material

Re-submittal fee

- \$75.00 for changes to site or plan.

Pre-Construction Review

- Required for all Lots with existing trees.
- Pre-Construction Review fee of \$50
- Reviews will be conducted once a week, as needed.
- Reviews must be requested by the Builder.
- Requests must be made via email.

Final Review

Mandatory Approved review required for all homes to be sold within Copper Bend.

- Plot Plan fee includes the first Final Review.
- \$50 fee for each re-review applies to any home not in compliance.
- Final Review is needed prior to closing of all homes.
- Final Reviews will be conducted weekly or as needed.
- Final Reviews must be requested by the Builder via email
- Homes not in compliance will require a Re-review until all items are compliant.
- Corrections must be made within two (2) weeks of the first Final Review.
- Rereviews will be conducted every two (2) weeks or as needed.

Changes after Approval

All proposed changes to plans that affect the exterior of any building, colors, windows, grading, etc., must be submitted to and approved in writing by the ARC prior to implementation.

- o \$25 fee for each exterior material and color selection change requested.
- o \$50 fee for all other changes.

Variances

Reasonable variances may be granted upon written request, as long as the variance is in conformance with the overall intent of the master plan for the improvement and development of the property. All applicants must comply with the conditions for approval that may be imposed on a variance. Each builder must address the variance request in writing and the reason(s) why the request should be granted.

Disclaimer

Neither the Copper Bend Community Association, Inc. or the members of the Architectural Review Committee or its representative, their successors or assigns, shall be liable in damages to anyone submitting plans to them for approval, or to any owner or lessee of any parcel affected by these restrictions, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans submitted. Every person who submits plans to the Committee for approval agrees by submission of such plans, and every owner or lessee of any parcel within the property agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against Copper Bend Community Association, Inc. or the members of the ARC, or its representatives, to recover any damages.



Master Plan Submittal

Prior to construction, a complete set of all new home plans must be submitted for review to the Copper Bend at Indian Trails Architectural Review Committee. It is the applicant's responsibility to ensure compliance with Copper Bend at Indian Trails Residential Design Guidelines. Submittals must be sent to the Copper Bend at Indian Trails ARC, 13711 Pristine Lake Lane Cypress TX 77429, with \$100 per Plan Set fee, payable to McCauley Architectural Reviews Inc..

Date Submitted: _____ Application Fee (\$100.00): _____

Builder: _____ Contact Name: _____

Address: _____ Email: _____

Phone number: _____ Fax: _____

Lot Size: _____ # of Stories: _____ Base Width of home: _____

Plan #	Elevations	# of Stories	% Masonry	Living Area Sq. Ft.	Approved	Conditional Approval	Disapproved
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

Builder Comments: _____

Reviewer Comments: _____

Reviewer Date Developer Date

It is understood that this review constitutes conformance with Builder from conformance with local codes and ordinances and other design considerations note reviewed by the committee. The committee assumes no responsibility for structural integrity or for mechanical and electrical design with approval of these plans.

RP-2019-45279



COPPER BEND

AT INDIAN TRAILS

Site Plan Submittal

Prior to construction, a complete Site Plan must be submitted for review to the Copper Bend at Indian Trails Architectural Review Committee (ARC). It is the applicant's responsibility to ensure compliance with Copper Bend at Indian Trails Residential Design Guidelines. Submittals must be sent to the Copper Bend at Indian Trails ARC, 13711 Pristine Lake Lane Cypress TX 77429, with \$125 fee, payable to McCauley Architectural Reviews Inc..

Date Submitted: _____ Submittal Fee (\$125.00): _____

Builder: _____ Contact Name: _____

Address: _____ Email: _____

Phone Number: _____ Fax Number: _____

Lot/Block/Section: _____ Address: _____

Typical Lot: _____ Reserve Lot: _____ Corner Lot: _____

Plan # and Elevation: _____ Living Area Square Footage: _____

Brick: _____ Trim Paint: _____

Stucco: _____ Accent Paint: _____

Stone: _____ Garage Door Paint: _____

Other Exterior Items: _____ Shutters, etc: _____

Fencing material: _____

Building Set

Backs: Front: _____ Rear: _____ Right Side: _____ Left Side: _____

Estimated Start Date: _____ Estimated Completion Date: _____ Buyer/Spec: _____

_____ Approved _____ Approved with the following conditions _____ Disapproved

Comments: _____

Reviewer Date ARC Committee Member Date

Review and approval of any application may be made on the basis of aesthetic considerations only, and the Copper Bend at Indian Trails Reviewer shall not bear any responsibility for ensuring the structural integrity or soundness of Approved plans or construction, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all structures are of comparable quality, value or size, of similar design, or aesthetically pleasing or otherwise acceptable to neighboring property owners.

RP-2019-45279



Pre-Construction Submittal

It is the Builder's responsibility to ensure compliance with the Residential Design Guidelines. Prior to construction all lots with existing trees must have a Pre-Construction approval to determine if any trees must be saved. The footprint of the home must be ribboned for review. Submit request to Copper Bend ARC via email to monica@mccauleyarc.com. The \$50 submittal fee must be sent to the the Copper Bend ARC, 13711 Pristine Lake Lane Cypress TX 77429, payable to McCauley Architectural Reviews Inc.

Date submitted: _____ Pre-Construction Fee: _____
Builder: _____ Contact name: _____
Address: _____
Phone number: _____ Email: _____

Lot/Block/Section: _____ Address: _____
Plan #: _____ Living Area Square Footage: _____
Estimated Start: _____ Estimated Completion: _____ Buyer / Spec: _____

Builder Comments: _____

Approved: _____ Conditional Approval: _____ Disapproved: _____

Comments: _____

Approval Signature

Date

This approval constitutes conformance with guidelines and standards, and protective covenants and deed restrictions, but does not relieve the applicant from conformance to local codes and ordinances and other considerations not reviewed by the Developer. The Developer assumes no responsibility for structural integrity or for mechanical, electrical and civil design with approval of this clearing.

RP-2019-45279

RP-2019-45279
Pages 81
02/04/2019 10:27 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
DIANE TRAUTMAN
COUNTY CLERK
Fees \$332.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Diane Trautman

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2019-45279