

**Documents For  
Steadman  
Farms  
Homeowners  
Association**

# **Design Guidelines**

SECOND AMENDMENT TO COVENANT OF  
CONSTRUCTION, FENCE & USE RESTRICTIONS

STEADMAN FARMS

I.  
OPENING RECITALS

A. STEADMAN FARMS, L.P., a Texas limited partnership, is the Declarant of Steadman Farms. Steadman Farms is a residential development located in Tarrant County, Texas, which is subject to the Declaration of Covenants, Conditions & Restrictions for Steadman Farms, recorded June 17, 2014, as Document No. D214126582 ("*Declaration*") and that certain Steadman Farms Covenant of Construction, Fence & Use Restrictions, recorded June 17, 2014, as Document No. D214126583, as amended by that certain First Amendment to Covenant of Construction, Fence & Use Restrictions recorded July 24, 2014, as Document No. D214159284 (collectively, the "*SF Covenant*"), all in the Official Public Records, Tarrant County, Texas.

B. As provided by Appendix C to the Declaration and Article 4 of the SF Covenant, Declarant has the right to amend, supplement and restate the SF Covenant. By recording this Amendment, Declarant desires to supplement certain parts of the SF Covenant.

C. By recording this Amendment, Declarant desires to amend by supplementation Part 2, Exhibit B, Community Interior Screening and Fence Standards Plan, of the SF Covenant, by adding such Community Interior Screening and Fence Standards Plan for Phase 2 of Steadman Farms.

II.  
AMENDMENTS

A. SF Covenant, Part 2, Exhibit B, Interior Screening and Fence Standards Plan, is hereby amended by supplementation with the exhibit contained in Appendix I attached hereto. The "Exhibit B" attached hereto as Appendix I, hereby amends by supplementation the SF Covenant to add the Community Interior Screening and Fence Standards Plan for Phase 2 of Steadman Farms.

III.  
CLOSING RECITALS

Words and phrases defined in the Declaration and SF Covenant have the same meanings when used in this Amendment.

IV. ACKNOWLEDGEMENT

SIGNED AND ACKNOWLEDGED this 19th day of September, 2016.

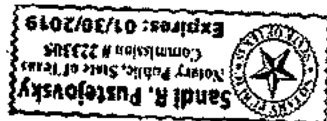
STEADMAN FARMS, L.P.,  
a Texas limited partnership

By: Walter Darnon  
a Texas limited liability company,  
its general partner

By: Walter Darnon, Manager

§ THE STATE OF TEXAS  
§  
§ COUNTY OF DALLAS  
§

This instrument was acknowledged before me on this 19th day of September, 2016 by Walter Darnon as Manager of Steadman Farms, LLC, a Texas limited liability company, in its capacity as general partner of Steadman Farms, L.P., a Texas limited partnership, on behalf of such limited partnership.



Sandi R. Pustejovsky  
Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

Scott J. Conrad

Shackelford, Bowen, McKinley & Norton, LLP  
9201 N. Central Expressway, Fourth Floor  
Dallas, Texas 75231

SECOND AMENDMENT TO COVENANT OF  
CONSTRUCTION, FENCE & USE RESTRICTIONS  
STEADMAN FARMS  
N: schpp240071\Second Amend SF Cov 091616

**APPENDIX I**

**Part 2  
Exhibit B  
Interior Screening and Fence Standards Plan**

Attached hereto

18101 Canyon Drive  
Suite 207 B  
Dallas, Texas 75205  
Phone 972.243.1614  
Fax 972.243.1614  
www.jbi.com

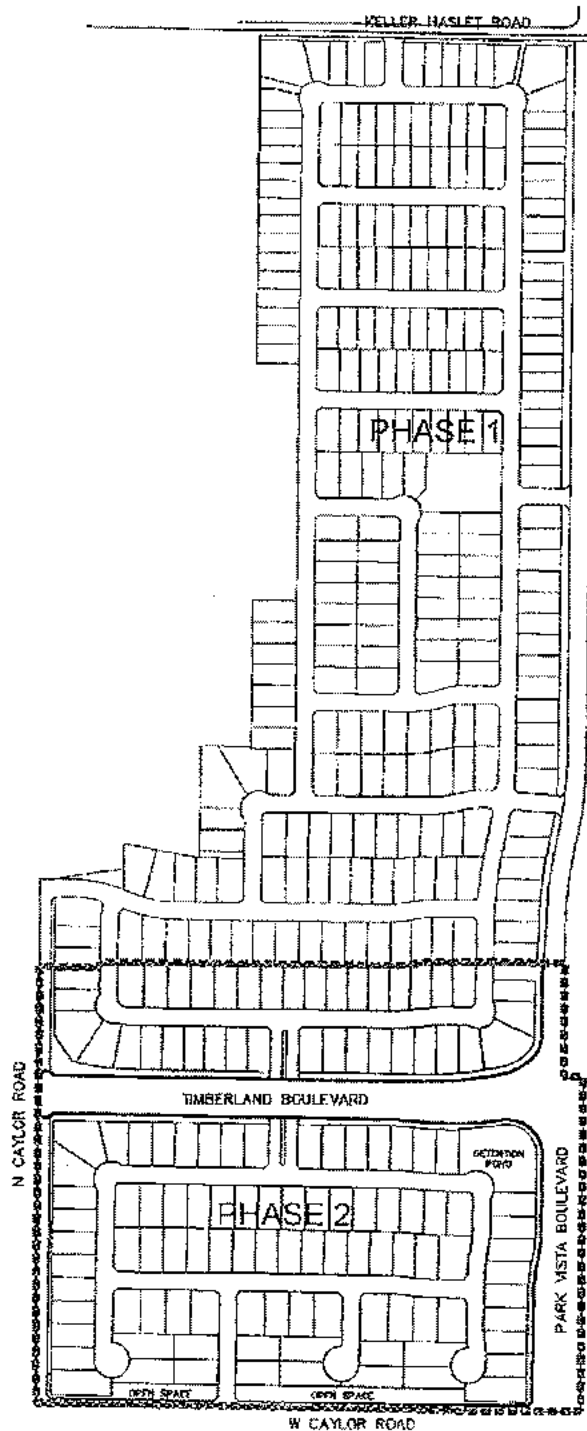


Texas Registered Engineering Firm E-530

EXHIBIT 1. OVERALL EXHIBIT (KEY MAP)  
EXHIBIT 2. REQUIRED FENCING CONDITIONS, GENERAL OVERVIEW  
EXHIBIT 3. TYPICAL FENCING, STANDARD LOT AND BLOCK CONFIGURATION  
EXHIBIT 4. TYPICAL FENCING, SIDE YARD TO FRONT YARD CONNECTION  
EXHIBIT 5. INTERIOR SCREENING PLAN  
EXHIBIT 6. DECORATIVE BOARD ON BOARD WOOD FENCE  
EXHIBIT 7. UPGRADED WOOD FENCE

**STEADMAN FARMS, PHASE 2**  
FORT WORTH, TEXAS  
HANOVER PROPERTY COMPANY  
3001 KNOX STREET  
SUITE 207  
DALLAS, TEXAS 75205  
214.373.1892

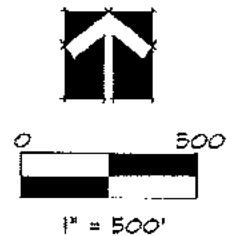
**EXHIBIT B**  
**COMMUNITY INTERIOR SCREENING**  
**AND FENCE STANDARDS PLAN**  
**AUGUST 2016**



## STEADMAN FARMS INTERIOR SCREENING PLAN

### TYPICAL REQUIREMENTS:

- INTERIOR SIDE YARDS FACING STREET:  
6' HEIGHT DECORATIVE WOOD FENCE
- INTERIOR FRONT YARDS BETWEEN HOMES:  
6' HEIGHT DECORATIVE WOOD FENCE



## EXHIBIT 1 OVERALL EXHIBIT (KEY MAP)



Texas Registered Engineering Firm #438

16301 Gaudin Drive  
Suite 200 B  
Addicks, Texas 75001  
Phone 972.248.7676  
Fax 972.248.7474  
www.jbipartners.com

**EXHIBIT 2**  
**REQUIRED FENCING CONDITIONS,**  
**GENERAL OVERVIEW**

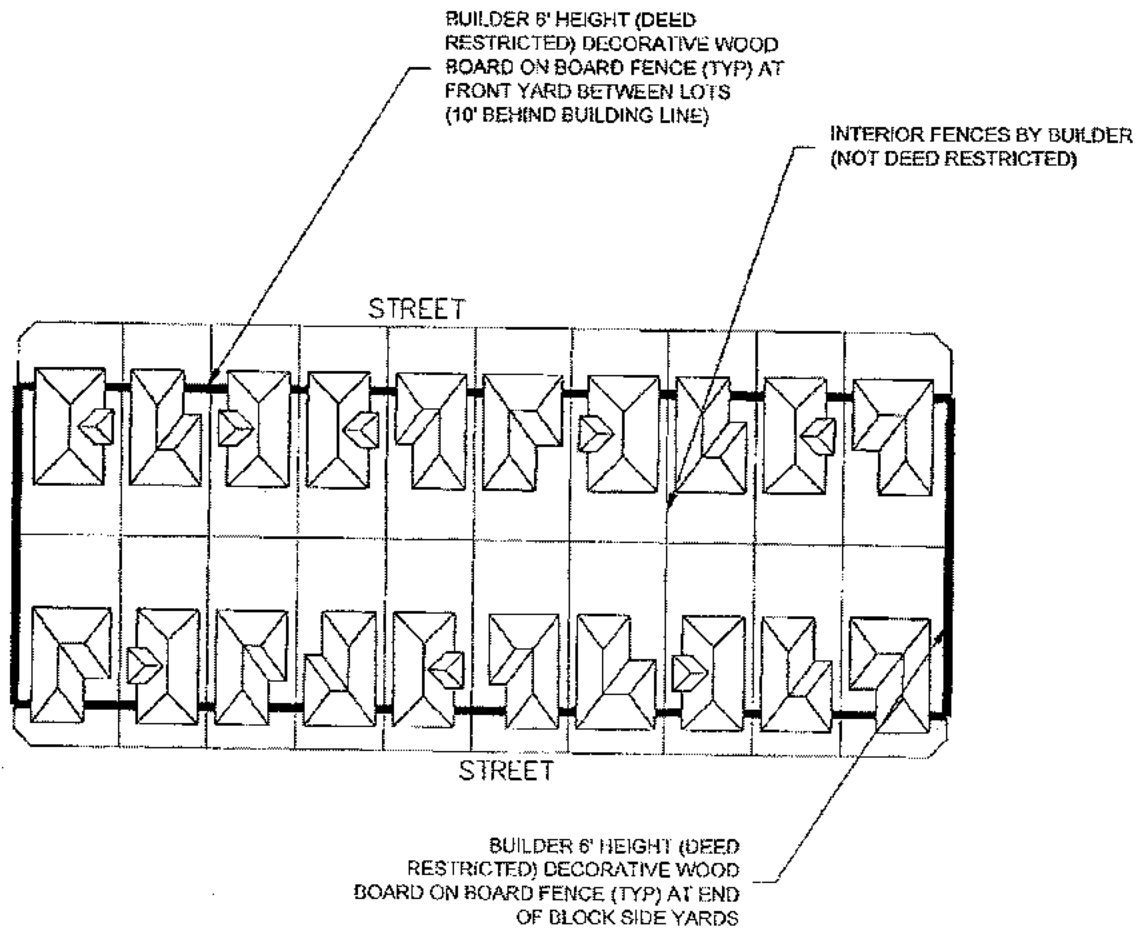
- ANY WOOD FENCE CONSTRUCTED BY RESIDENTIAL HOME BUILDERS (OR SUBSEQUENTLY REBUILT BY HOMEOWNERS) THAT FACE A PUBLIC STREET MUST BE CONSTRUCTED PER THE ATTACHED EXHIBITS. INTERIOR FENCES BETWEEN LOTS THAT ARE NOT VISIBLE FROM A PUBLIC STREET ARE NOT REQUIRED TO FOLLOW THESE STANDARDS.
- LOTS ALONG THE PERIMETER OF THE DEVELOPMENT THAT BACK OR SIDE TO PARK VISTA BOULEVARD, NORTH CAYLOR ROAD, WEST CAYLOR ROAD OR TIMBERLAND BOULEVARD WHERE THERE IS AN HOA MAINTAINED BRICK THINWALL OR BOARD ON BOARD FENCE ARE NOT REQUIRED TO FOLLOW THESE STANDARDS ON SIDES OF LOTS WHERE THE BRICK THINWALL OR BOARD ON BOARD FENCE EXISTS.



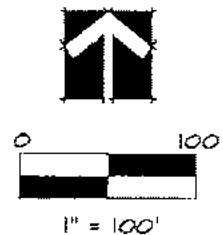
10201 E. 10th Avenue  
Suite 200  
Denver, CO 80231  
Tel: 303.733.1414  
Fax: 303.733.1414  
www.jbi.com

Equal Opportunity Employer





BUILDER TO SUBMIT FENCING LAYOUT PLAN TO DESIGN REVIEW BOARD FOR APPROVAL PRIOR TO CONSTRUCTION.



### EXHIBIT 3

## TYPICAL FENCING, STANDARD LOT AND BLOCK CONFIGURATION



Texas Registered Engineering Firm F-438

16301 Capitan Drive  
Suite 200 B  
Austin, Texas 78701  
Main 512.848.7876  
Fax 512.248.1416  
www.jbi-partners.com

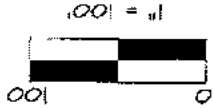
# EXHIBIT 4 TYPICAL FENCING, SIDE YARD TO FRONT YARD CONNECTION

2A-9

16201 Quorum Drive  
Dallas, Texas 75244  
Phone 972.248.1414  
Fax 972.248.1415  
www.jbi-partners.com



Texas Registered Professional Engineer



W CAYLOR ROAD

OPEN SPACE

INTERIOR FENCES BY BUILDER  
(NOT DEED RESTRICTED)

BUILDER 6' HEIGHT (DEED  
RESTRICTED) DECORATIVE  
WOOD BOARD ON BOARD  
FENCE (TYP) AT END  
OF BLOCK SIDE YARDS

VISIBLE REAR  
YARD FENCE

BUILDER 6' HEIGHT (DEED  
RESTRICTED) DECORATIVE  
WOOD BOARD ON BOARD  
FENCE (TYP) AT FRONT YARD  
BETWEEN LOTS

BUILDER TO SUBMIT FENCING  
LAYOUT PLAN TO DESIGN  
REVIEW BOARD FOR APPROVAL  
PRIOR TO CONSTRUCTION.

DEVELOPER MASONRY  
WALL (TYP)

N CAYLOR ROAD

TIMBERLAND BOULEVARD

PHASE 2

DETENTION  
POND

PARK VISTA BOULEVARD

BUILDER 6' HEIGHT (DEED  
RESTRICTED) DECORATIVE  
WOOD BOARD ON BOARD  
FENCE (TYP)  
REFER TO EXHIBIT 6

PERIMETER FENCING AND  
SCREENING ALONG  
ROADWAYS BY DEVELOPER

END FENCE AT  
BUILDING LINE (TYP)

REFER TO EXHIBIT 3 FOR  
TYPICAL FRONT YARD  
CONFIGURATION

OPEN SPACE

OPEN SPACE

W CAYLOR ROAD

DEVELOPER 6' HT.  
WOOD FENCE (TYP)

#### LEGEND

- DEVELOPER 8' HT. MASONRY WALL
- BUILDER 6' HT. DECORATIVE  
BOARD ON BOARD WOOD FENCE
- DEVELOPER FENCE



1" = 300'

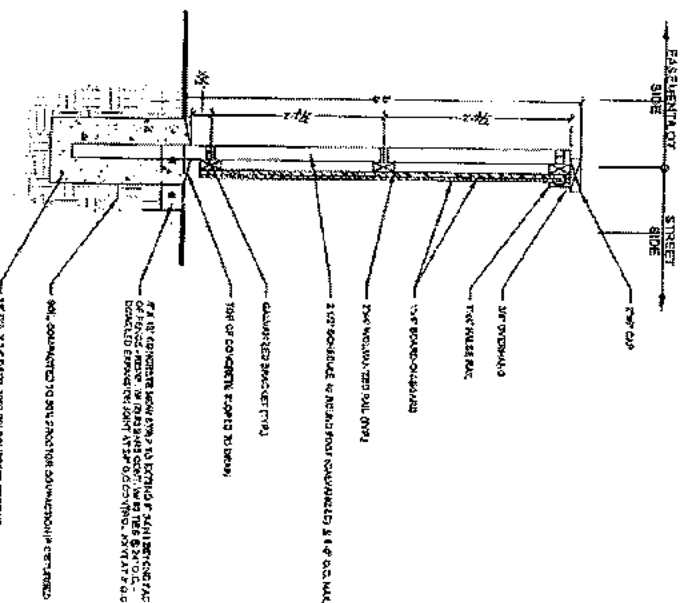
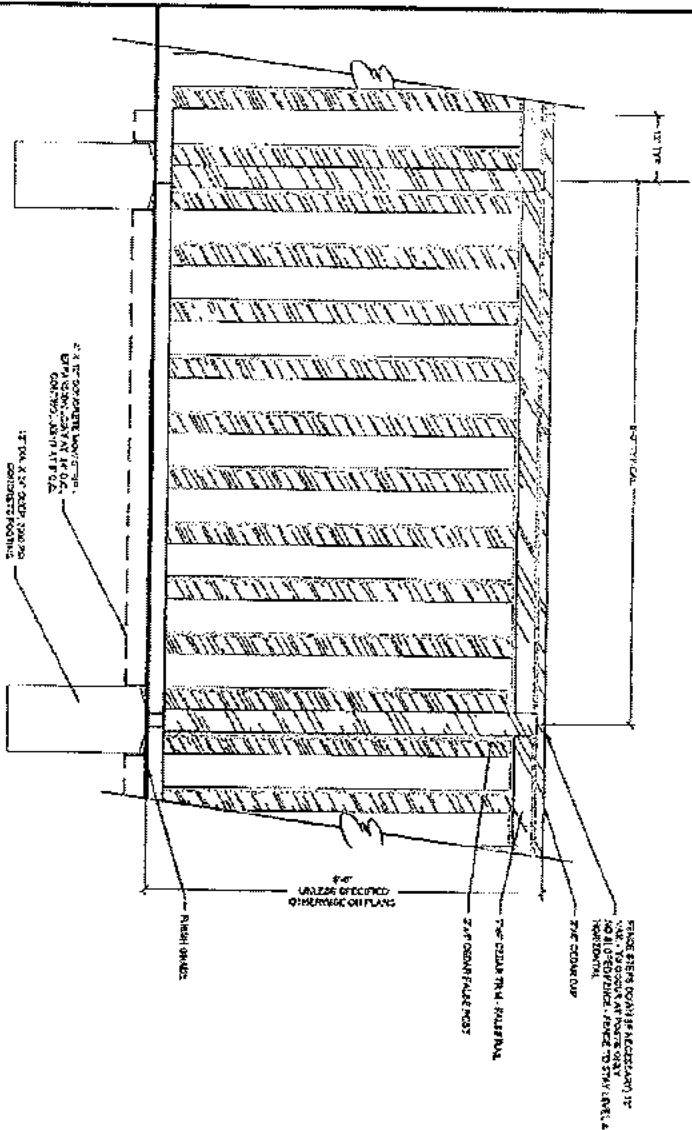
## EXHIBIT 5 INTERIOR SCREENING PLAN



15101 Quorum Drive  
Suite 200  
Addicks, Texas 75001  
Phone 972.218.7676  
Fax 972.248.1414  
www.jbi-partners.com

Texas Registered Engineering Firm F-428

2A-10



NOTE:  
ALL FENCE RUN TERMINATIONS ARE  
TO END IN A BOXED IN 6X6 POST  
WITH DECORATIVE CAP. ALL  
OTHERS ARE TO BE BOXED IN 6X6

NOTE:  
WHEN NECESSARY ALL FENCES TO  
STEP IN EVEN INCREMENTS - 6\"/>

NOTE:  
ALL WOOD FENCE  
MATERIALS ARE TO BE #1  
GRADE EASTERN RED  
CEDAR AND TREATED IN  
ACCORDANCE WITH  
STANDARD COMMUNITY  
REQUIREMENTS.

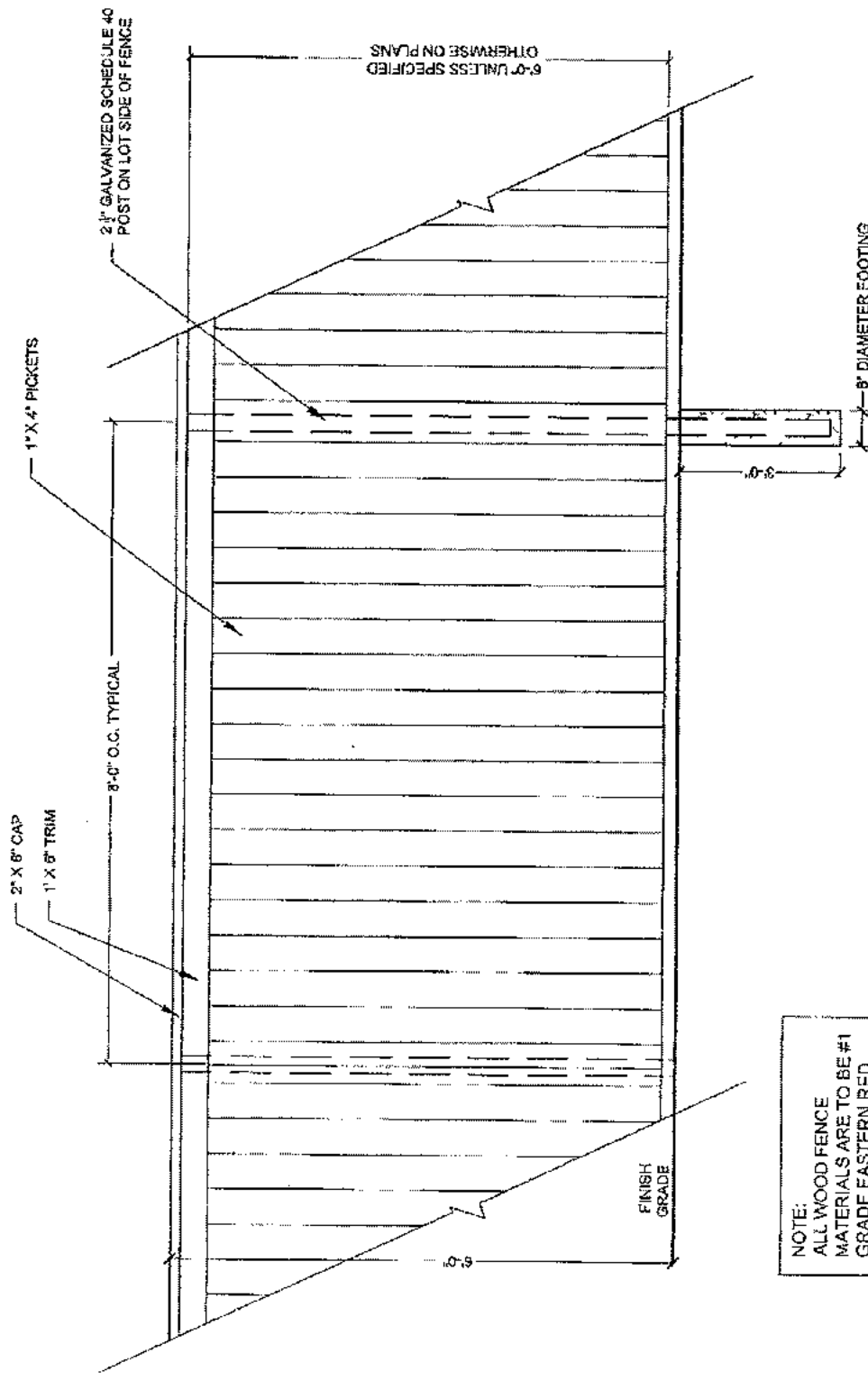
# **EXHIBIT 6** **DECORATIVE BOARD ON BOARD WOOD FENCE -** **VISIBLE SIDE YARDS AND FRONT YARDS**

NOT TO SCALE



1801 Canton Ohio  
5140 S.W.B.  
Mansfield, Ohio 44870  
Phone: 330.246.1414  
Fax: 330.246.1414  
www.jbipartners.com

Texas Registered Engineering Firm #435



NOTE:  
ALL WOOD FENCE  
MATERIALS ARE TO BE #1  
GRADE EASTERN RED  
CEDAR AND TREATED IN  
ACCORDANCE WITH  
STANDARD COMMUNITY  
REQUIREMENTS.

# **EXHIBIT 7** **UPGRADED WOOD FENCE** **NOT TO SCALE**



1801 Quorum Drive  
Suite 200  
Austin, Texas 78701  
Phone 877.248.7878  
Fax 512.248.1454  
www.jbi-partners.com

Texas Registered Engineering Firm #440



10

**FIRST AMENDMENT TO COVENANT OF  
CONSTRUCTION, FENCE & USE RESTRICTIONS**

**STEADMAN FARMS**

**I.  
OPENING RECITALS**

A. **STEADMAN FARMS, L.P.**, a Texas limited partnership, is the Declarant of Steadman Farms. Steadman Farms is a residential development located in Tarrant County, Texas, which is subject to the Declaration of Covenants, Conditions & Restrictions for Steadman Farms, recorded June 17, 2014, as Document No. D214126582 ("**Declaration**") and that certain Steadman Farms Covenant of Construction, Fence & Use Restrictions, recorded June 17, 2014, as Document No. D214126583, both in the Official Public Records, Tarrant County, Texas ("**SF Covenant**").

B. As provided by Appendix C to the Declaration and Article 4 of the SF Covenant, Declarant has the right to amend and restate the SF Covenant. By recording this Amendment, Declarant desires to amend by supplementation certain parts of the SF Covenant and provide additions to the SF Covenant.

C. By recording this Amendment, Declarant desires to add Part 2, Exhibit B, Community Interior Screening and Fence Standards Plan, to the SF Covenant.

**II.  
AMENDMENTS**

A. SF Covenant, Part 2, Exhibit B, Interior Screening and Fence Standards Plan, is hereby amended by supplementation with the exhibit contained in Appendix I attached hereto.

**III.  
CLOSING RECITALS**

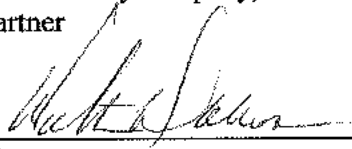
Words and phrases defined in the Declaration and SF Covenant have the same meanings when used in this Amendment.

**IV.  
ACKNOWLEDGEMENT**

SIGNED AND ACKNOWLEDGED this 15<sup>th</sup> day of July, 2014.

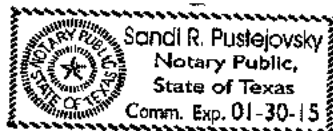
**STEADMAN FARMS, L.P.,**  
a Texas limited partnership

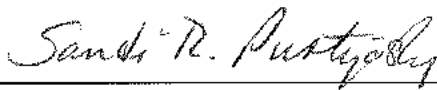
By: **Steadman Farms, LLC,**  
a Texas limited liability company,  
its general partner

By:   
Walter Damon, Manager

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF DALLAS     §

This instrument was acknowledged before me on this 15<sup>th</sup> day of July, 2014 by Walter Damon as Manager of Steadman Farms, LLC, a Texas limited liability company, in its capacity as general partner of Steadman Farms, L.P., a Texas limited partnership, on behalf of such limited partnership.



  
Notary Public, State of Texas

**AFTER RECORDING, PLEASE RETURN TO:**

Scott J. Conrad  
Shackelford, Melton, McKinley & Norton, LLP  
3333 Lee Parkway, Tenth Floor  
Dallas, Texas 75219

**FIRST AMENDMENT TO COVENANT OF  
CONSTRUCTION, FENCE & USE RESTRICTIONS  
STEADMAN FARMS**  
N: sct\p\240071\Fist Amend SF Cov 071514



**APPENDIX I**

**Part 2**

**Exhibit B**

**Interior Screening and Fence Standards Plan**

Attached hereto

**EXHIBIT B**  
**COMMUNITY INTERIOR SCREENING**  
**AND FENCE STANDARDS PLAN**  
**NOVEMBER 2013**

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**STEADMAN FARMS, PHASE 1**  
**FORT WORTH, TEXAS**

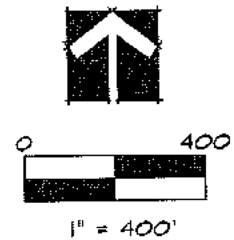
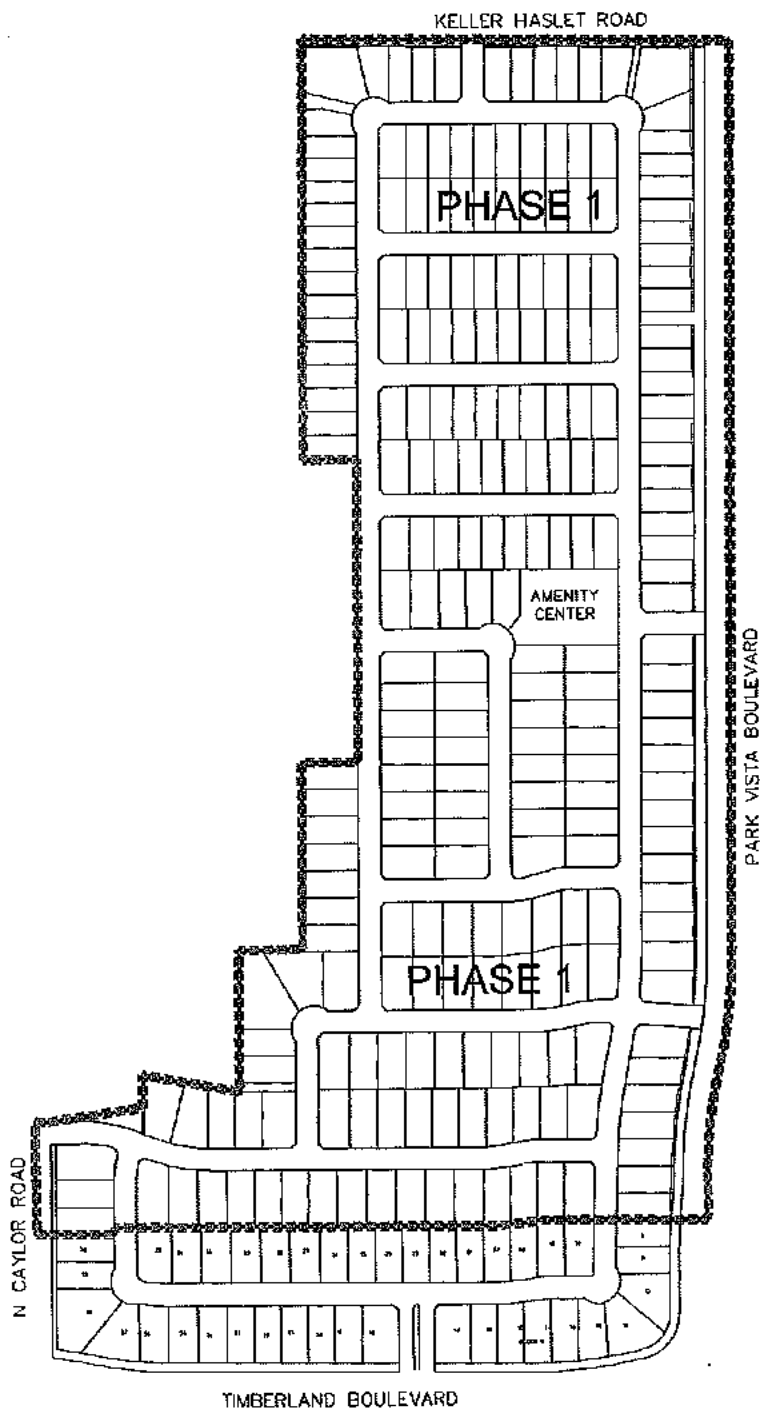
**HANOVER PROPERTY COMPANY**  
**3001 KNOX STREET**  
**SUITE 207**  
**DALLAS, TEXAS 75205**  
**214.373.1892**

- EXHIBIT 1: OVERALL EXHIBIT**  
**EXHIBIT 2: REQUIRED FENCING CONDITIONS: GENERAL OVERVIEW**  
**EXHIBIT 3: TYPICAL FENCING: STANDARD LOT AND BLOCK CONFIGURATION**  
**EXHIBIT 4: TYPICAL FENCING: SIDE YARD TO FRONT YARD CONNECTION**  
**EXHIBIT 5: PHASE 1: INTERIOR SCREENING PLAN**  
**EXHIBIT 6: DECORATIVE BOARD ON BOARD WOOD FENCE**



16301 Quorum Drive  
Suite 200 B  
Addicks, Texas 75001  
Main 972.248.7878  
Fax 972.248.1414  
www.jbipartners.com

Texas Registered Engineering Firm F-438



**EXHIBIT 1**  
**OVERALL EXHIBIT**



Texas Registered Engineering Firm F-438

16301 Quorum Drive  
Suite 200 E  
Addicks, Texas 75001  
Main 972.248.7676  
Fax 972.248.5414  
www.jbipartners.com

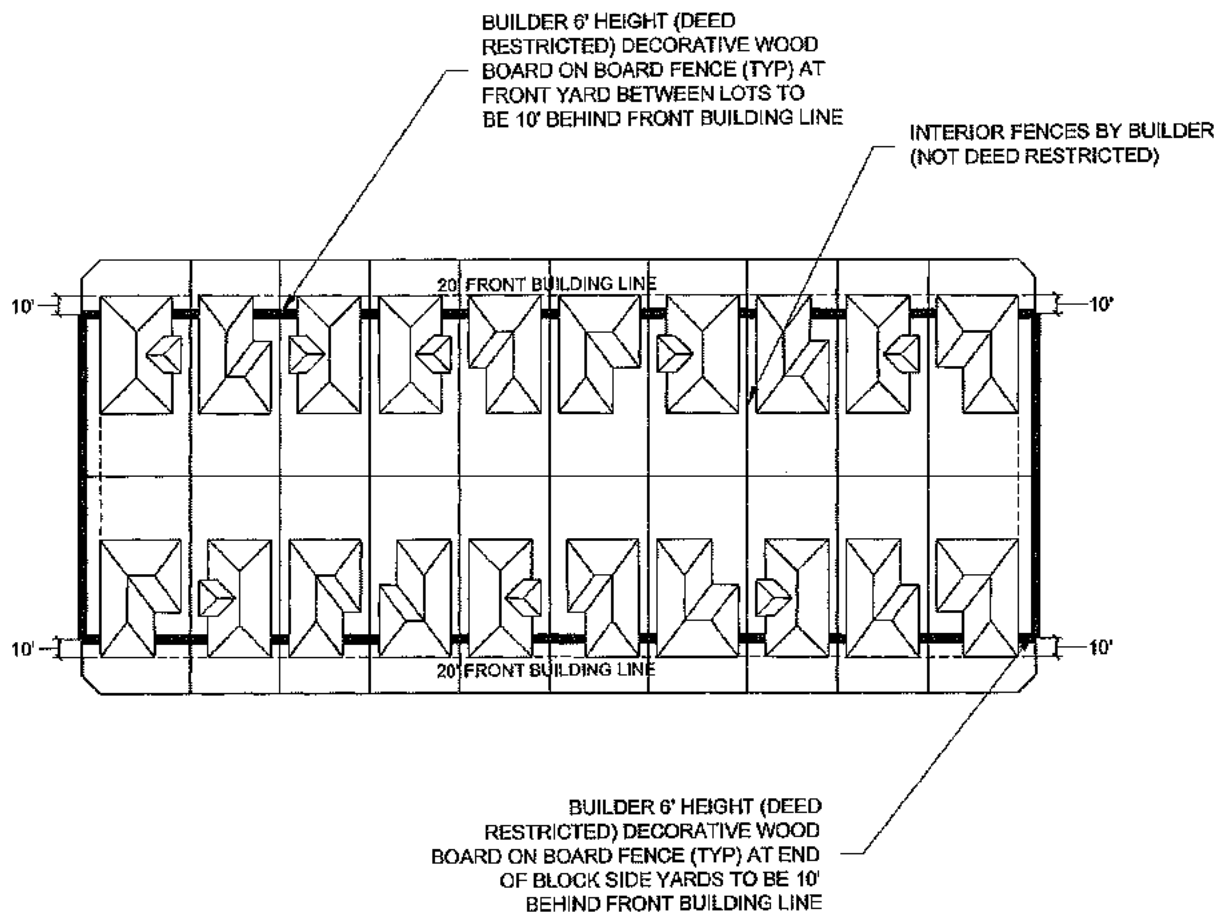
- ANY WOOD FENCE CONSTRUCTED BY RESIDENTIAL HOME BUILDERS (OR SUBSEQUENTLY REBUILT BY HOMEOWNERS) THAT FACE A PUBLIC STREET OR THE AMENITY CENTER MUST BE CONSTRUCTED PER THE ATTACHED EXHIBITS. INTERIOR FENCES BETWEEN LOTS THAT ARE NOT VISIBLE FROM A PUBLIC STREET ARE NOT REQUIRED TO FOLLOW THESE STANDARDS.
- ANY WOOD FENCE CONSTRUCTED BY RESIDENTIAL HOME BUILDERS (OR SUBSEQUENTLY REBUILT BY HOMEOWNERS) TO STOP 10' BEHIND THE FRONT BUILDING LINE.

**EXHIBIT 2**  
**REQUIRED FENCING CONDITIONS:**  
**GENERAL OVERVIEW**

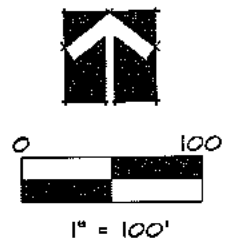


Texas Registered Engineering Firm F-438

16301 Quorum Drive  
Suite 200 B  
Addicks, Texas 76001  
Main 972.248.7678  
Fax 972.248.1414  
[www.jbipartners.com](http://www.jbipartners.com)



BUILDER TO SUBMIT FENCING LAYOUT PLAN TO DESIGN REVIEW BOARD FOR APPROVAL PRIOR TO CONSTRUCTION.



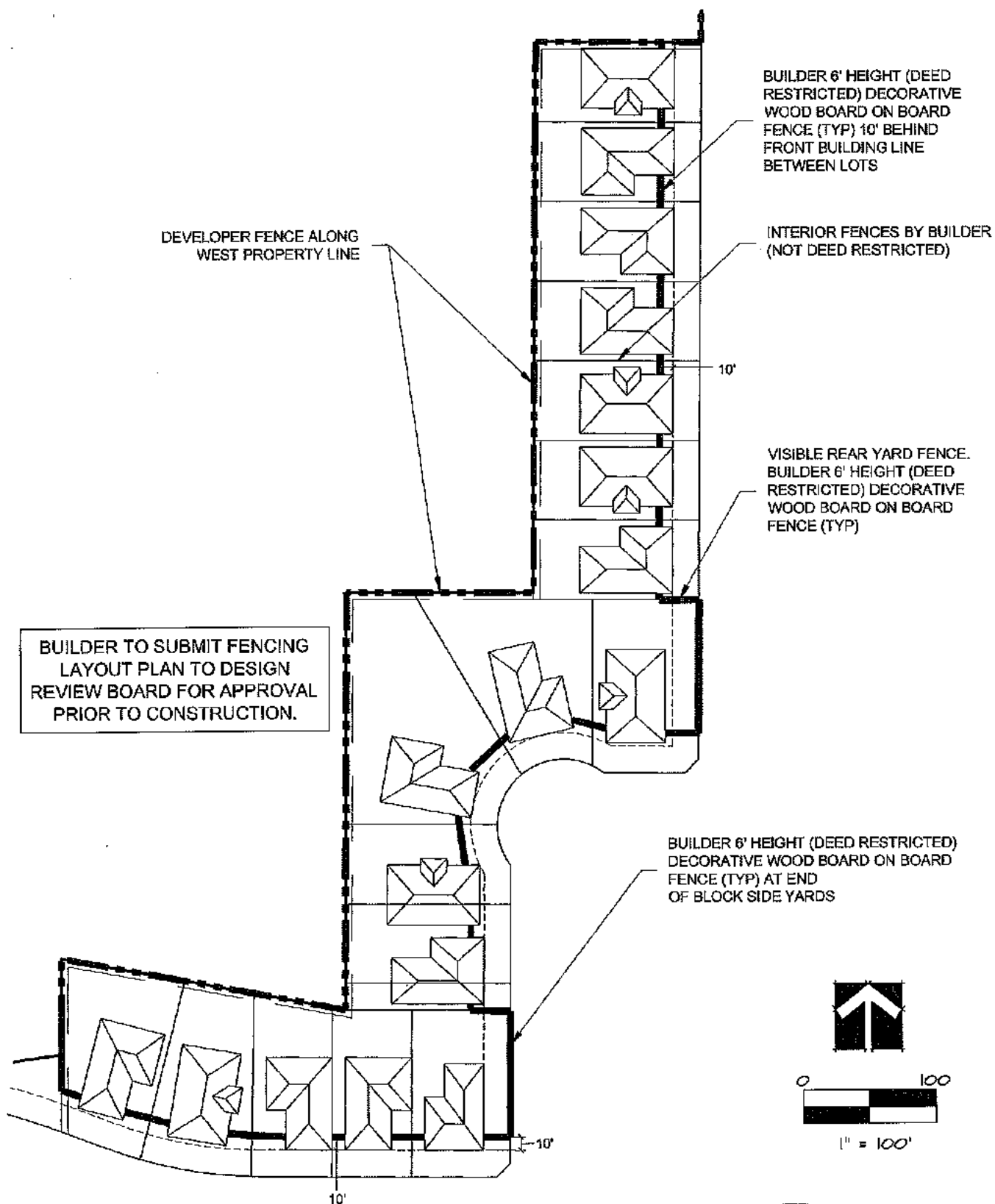
### EXHIBIT 3

## TYPICAL FENCING, STANDARD LOT AND BLOCK CONFIGURATION



Texas Registered Engineering Firm F-436

16301 Quorum Drive  
Suite 200 B  
Addicks, Texas 75001  
Main 972.248.7676  
Fax 972.248.1414  
www.jbipartners.com



**EXHIBIT 4**  
**TYPICAL FENCING, SIDE YARD TO**  
**FRONT YARD CONNECTION**



Texas Registered Engineering Firm F-438

16301 Quantum Drive  
 Suite 200 B  
 Addison, Texas 75001  
 Main 972.248.7676  
 Fax 972.248.1414  
[www.jbi-partners.com](http://www.jbi-partners.com)

KELLER HASLET ROAD

PERIMETER FENCING AND  
SCREENING ALONG  
ROADWAYS BY DEVELOPER

END FENCE 10' BEHIND  
FRONT BUILDING LINE (TYP)

DEVELOPER MASONRY  
WALL (TYP)

REFER TO EXHIBIT 3 FOR  
TYPICAL FRONT YARD  
CONFIGURATION

DEVELOPER FENCE  
ALONG WEST  
PROPERTY LINE

BUILDER 6' HEIGHT (DEED  
RESTRICTED) DECORATIVE BOARD  
ON BOARD WOOD FENCE (TYP) TO  
BE 10' BEHIND FRONT BUILDING LINE  
REFER TO EXHIBIT 6

ALL SIDE YARD FENCES TO BE 10'  
BEHIND FRONT BUILDING LINE

BUILDER 6' HEIGHT DECORATIVE  
WOOD FENCE (TYP)  
REFER TO EXHIBIT 6

BUILDER 6' HEIGHT (DEED  
RESTRICTED) DECORATIVE BOARD  
ON BOARD WOOD FENCE (TYP) TO  
BE 10' BEHIND FRONT BUILDING LINE  
REFER TO EXHIBIT 6

DEVELOPER MASONRY  
WALL (TYP)

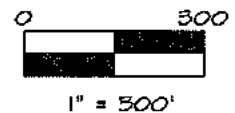
AMENITY  
CENTER

PARK VISTA BOULEVARD

REFER TO EXHIBIT 4 FOR  
TYPICAL SIDE YARD TO  
FRONT YARD  
CONFIGURATION

#### LEGEND

- DEVELOPER 6' HT. MASONRY WALL
- BUILDER 6' HT. DECORATIVE  
BOARD ON BOARD WOOD FENCE
- DEVELOPER FENCE



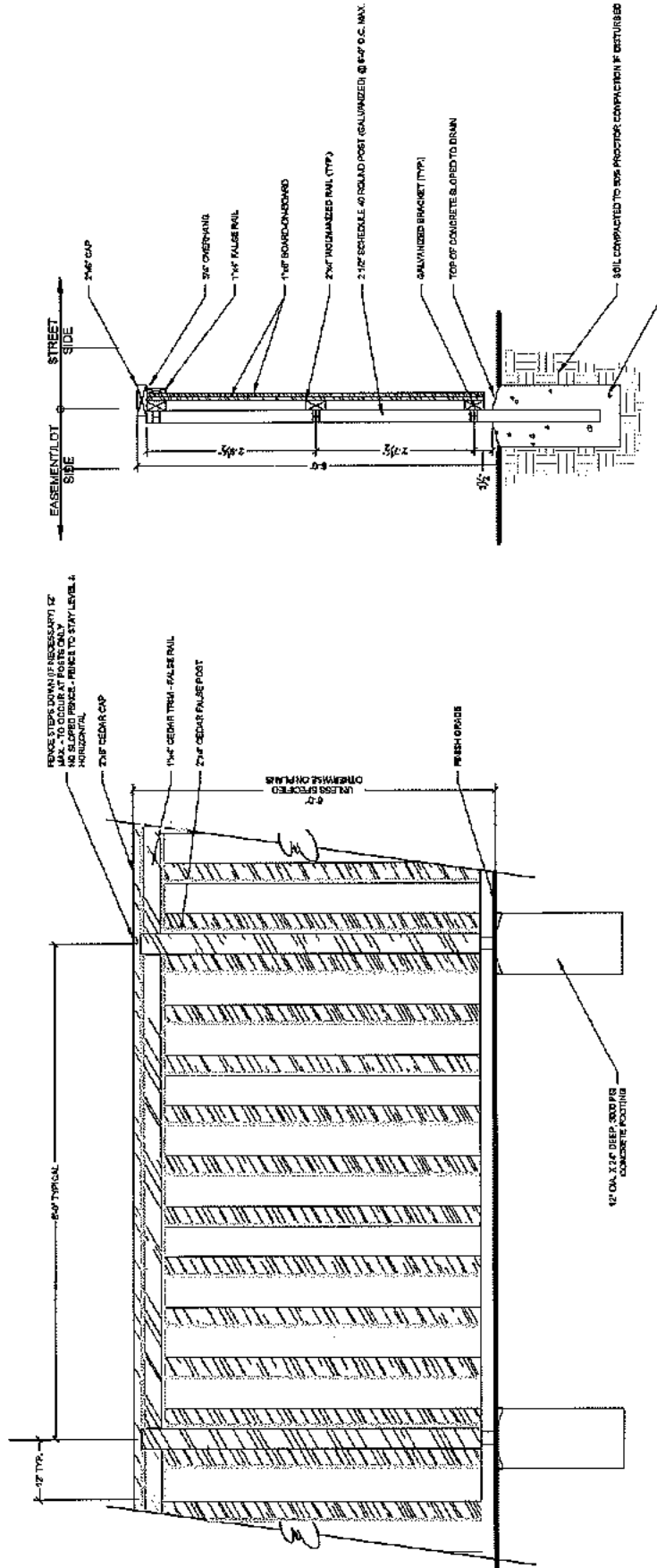
## EXHIBIT 5 PHASE 1: INTERIOR SCREENING PLAN



18301 Quorum Drive  
Suite 200 B  
Addicks, Texas 75001  
Main 972.248.7878  
Fax 972.248.1414  
www.jbipartners.com

Texas Registered Engineering Firm F-435

2A-10



NOTE:  
ALL WOOD FENCE MATERIALS ARE TO BE #1 GRADE EASTERN RED CEDAR AND TREATED IN ACCORDANCE WITH STANDARD COMMUNITY REQUIREMENTS.

NOTE:  
WHEN NECESSARY ALL FENCES TO STEP IN EVEN INCREMENTS - 6" MAX STEP AT POST LOCATIONS ONLY.

NOTE:  
ALL FENCE RUN TERMINATIONS ARE TO END IN A BOXED IN 6X6 POST WITH DECORATIVE CAP. ALL OTHERS ARE TO BE BOXED IN 6X6

# **EXHIBIT 6** **DECORATIVE BOARD ON BOARD WOOD FENCE -** **VISIBLE SIDE YARDS AND FRONT YARDS** **NOT TO SCALE**



Texas Registered Engineering Firm F-438



MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

SHACKELFORD MELTON MC KINLEY  
3333 LEE PARKWAY 10TH FLOOR  
ATTN: SCOTT J CONRAD  
DALLAS, TX 75219

Submitter: SHACKELFORD MELTON MC  
KINLEY

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 7/25/2014 10:39 AM

Instrument #: D214159284

OPR 11 PGS \$52.00

By: \_\_\_\_\_

*Mary Louise Garcia*

D214159284

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

**Electronically Recorded**

Official Public Records

*Mary Louise Garcia*

Mary Louise Garcia

**Tarrant County**

6/17/2014 2:11 PM

**D214126583**

PGS 34 \$148.00

Submitter: XEROX COMMERCIAL  
SOLUTIONS

# STEADMAN FARMS

## COVENANT OF CONSTRUCTION, FENCE & USE RESTRICTIONS

**Tarrant County, Texas**

Declarant

Steadman Farms, L.P.

**STEADMAN FARMS COVENANT  
OF  
CONSTRUCTION, FENCE & USE RESTRICTIONS**

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1 - <u>DEFINITIONS</u> .....	1
ARTICLE 2 - <u>OVERVIEW</u> .....	2
2.1.    PURPOSE.....	2
2.2.    APPLICABILITY .....	2
2.3.    SUPPLEMENTATION .....	2
2.4.    COMPLIANCE .....	2
2.5.    VARIANCE.....	2
ARTICLE 3 - <u>APPROVED BUILDERS</u> .....	2
3.1.    APPROVED BUILDERS ONLY .....	2
3.2.    BUILDER GUIDELINES .....	2
3.3.    APPROVAL OF BUILDER PLANS .....	2
ARTICLE 4 - <u>AMENDMENTS</u> .....	3
4.1.    ADDITIONS OR CHANGES TO PARTS .....	3
4.2.    CONSENTS REQUIRED .....	3
4.3.    EFFECTIVE .....	3
4.4.    OWNER APPROVAL .....	3
4.5.    DECLARANT APPROVAL .....	4
ARTICLE 5 - <u>GENERAL PROVISIONS</u> .....	4
5.1.    COMPLIANCE .....	4
5.2.    CONFLICT.....	4
5.3.    NOTICE.....	4
5.4.    SEVERABILITY.....	4
5.5.    DURATION .....	4
5.6.    PREPARER.....	4
5.7.    PARTS .....	4
SIGNED AND ACKNOWLEDGED .....	5

DURING THE DEVELOPMENT PERIOD, APPENDIX C OF THE DECLARATION  
HAS PRIORITY OVER THIS COVENANT.

**PART 1 - CONSTRUCTION SPECIFICATIONS FOR STEADMAN FARMS****PART 1 - EXHIBIT A - SINGLE FAMILY BASIC CONSTRUCTION SPECIFICATIONS FOR STEADMAN FARMS**

1.A.1.	ACCESSORIES .....	1A-1
1.A.2.	AIR CONDITIONERS .....	1A-1
1.A.3.	CARPORTS .....	1A-1
1.A.4.	CHIMNEYS .....	1A-1
1.A.5.	EXTERIOR WALL MATERIALS .....	1A-1
1.A.6.	HOUSES - SIZES .....	1A-1
1.A.7.	MAILBOXES .....	1A-2
1.A.8.	MASONRY .....	1A-2
1.A.9.	NEW CONSTRUCTION .....	1A-2
1.A.10.	ROOFS .....	1A-2
1.A.11.	SIDING & TRIM .....	1A-2
1.A.12.	SKYLIGHTS .....	1A-2
1.A.13.	SOLAR INSTALLATIONS .....	1A-2
1.A.14.	SPRINKLER SYSTEMS .....	1A-3
1.A.15.	SUBDIVISION OF LOTS .....	1A-3
1.A.16.	TIMING .....	1A-3
1.A.17.	UTILITIES .....	1A-3
1.A.18.	WELLS & SEPTIC TANKS .....	1A-3

**PART 2 - FENCE & WALL SPECIFICATIONS FOR STEADMAN FARMS****PART 2 - EXHIBIT A - BASIC FENCE & WALL SPECIFICATIONS FOR STEADMAN FARMS ..... 2A-1**

2.A.1.	INTRODUCTION .....	2A-1
2.A.2.	FENCE SPECIFICATIONS .....	2A-1
2.A.3.	BUILDER FENCES .....	2A-2
2.A.4.	FENCES ALONG CERTAIN STREETS .....	2A-2
2.A.5.	MAINTENANCE OF FENCES .....	2A-2
2.A.6.	CHANGES BY OWNER .....	2A-3

**PART 2 - EXHIBIT B - INTERIOR SCREENING AND FENCE STANDARDS PLAN ..... 2B-1****PART 3 - USE RESTRICTIONS FOR STEADMAN FARMS****PART 3 - EXHIBIT A - BASIC USE RESTRICTIONS FOR STEADMAN FARMS ..... 3A-1**

3.A.1.	ACCESSORY SHEDS .....	3A-1
3.A.2.	ANIMALS .....	3A-1
3.A.3.	ANNOYANCE .....	3A-2
3.A.4.	APPEARANCE .....	3A-2
3.A.5.	BUSINESS USE .....	3A-2
3.A.6.	COLOR CHANGES .....	3A-2
3.A.7.	DECLARANT PRIVILEGES .....	3A-3

DURING THE DEVELOPMENT PERIOD, APPENDIX C OF THE DECLARATION  
HAS PRIORITY OVER THIS COVENANT.

3.A.8.	DRAINAGE.....	3A-3
3.A.9.	DRIVEWAYS.....	3A-3
3.A.10.	FENCES .....	3A-3
3.A.11.	FLAGS .....	3A-3
3.A.12.	GARAGES.....	3A-3
3.A.13.	"GARAGE SALES" .....	3A-4
3.A.14.	GUNS .....	3A-4
3.A.15.	HOOPS .....	3A-4
3.A.16.	LANDSCAPING .....	3A-4
3.A.17.	LEASING OF HOMES .....	3A-4
3.A.18.	LIGHTS - EXTERIOR .....	3A-5
3.A.19.	NOISE & ODOR .....	3A-5
3.A.20.	OCCUPANCY .....	3A-5
3.A.21.	OUTSIDE ART.....	3A-6
3.A.22.	POOLS.....	3A-6
3.A.23.	RESIDENTIAL USE.....	3A-6
3.A.24.	SCREENING .....	3A-6
3.A.25.	SIGNS .....	3A-6
3.A.26.	TELEVISION .....	3A-7
3.A.27.	TEMPORARY STRUCTURES .....	3A-8
3.A.28.	TRASH .....	3A-8
3.A.29.	VEHICLES .....	3A-8
3.A.30.	WINDOW TREATMENTS.....	3A-9

#### PART 4 - CONSENTS TO SF COVENANT

EXHIBIT A. - LIENHOLDER'S CONSENT .....	4A-1
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DURING THE DEVELOPMENT PERIOD, APPENDIX C OF THE DECLARATION  
HAS PRIORITY OVER THIS COVENANT.

# STEADMAN FARMS

## COVENANT OF CONSTRUCTION, FENCE & USE RESTRICTIONS

This Steadman Farms Covenant of Construction, Fence & Use Restrictions ("*SF Covenant*") is made by Steadman Farms, L.P., a Texas limited partnership ("*Declarant*"), on the date signed below. The real property made subject to this SF Covenant is described in Appendix A of the Declaration of Covenants, Conditions & Restrictions for Steadman Farms ("*Declaration*"), to be recorded contemporaneously with this SF Covenant, as amended or supplemented from time to time. All of the real property described in Appendix A of the Declaration, together with any improvements thereon, is owned either by Declarant or by an owner who joins in this SF Covenant by written consent attached hereto in Part 4.

Declarant DECLARES that the property described in Appendix A of the Declaration, and any additional property made subject to the Declaration, will be owned, held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, and restrictions of this SF Covenant, which run with the real property and bind all parties having or acquiring any right, title, or interest in any part of the property, their heirs, successors, and assigns, and inure to the benefit of each owner of any part of the Property.

### ARTICLE 1 DEFINITIONS

Words and phrases defined in the Declaration have the same meanings when used in this SF Covenant. Additionally, the following words and phrases, whether or not capitalized, have specified meanings when used in this SF Covenant, unless a different meaning is apparent from the context in which the word or phrase is used.

1.1 "*Approved Builder*" and "*Builder*" are defined in Appendix C of the Declaration.

1.2 "*Builder Guidelines*" is the generic term that applies to construction specifications, landscape specifications, and architectural criteria adopted by Declarant for use by Builders in Steadman Farms, typically agreed to by Approved Builders in connection with lot purchase agreements. Builder Guidelines are specifically contained in this SF Covenant and builders are subject to the Documents.

1.3 "*SF Covenant*" means this Steadman Farms Covenant of Construction, Fence & Use Restrictions, as amended, supplemented, or restated from time to time. This SF Covenant is a Document of Steadman Farms, to be publicly recorded.

1.4 "*Perimeter Lot*" means a house lot with a lot boundary on, along, adjoining, or near and parallel to a street, road, or highway or right-of-way that is part of the perimeter (outer border) of Steadman Farms. Because of the visibility, Perimeter Lots may be subject to additional or different restrictions.

DURING THE DEVELOPMENT PERIOD, APPENDIX C OF THE DECLARATION  
HAS PRIORITY OVER THIS COVENANT.

## **ARTICLE 2** **OVERVIEW**

2.1 **PURPOSE**. The primary purpose of this SF Covenant is to guide original construction during the Development Period, modifications of existing homes, reconstructions on lots after the initial build-out of Steadman Farms, and the construction of new homes on vacant lots, if any, at the end of the Development Period.

2.2 **APPLICABILITY**. The "Single Family Basic" specifications attached hereto apply to every home in Steadman Farms, absent any additional specific designation by the Declarant.

2.3 **SUPPLEMENTATION**. Declarant may supplement this SF Covenant with additional construction, fence, or use specifications for certain portions of Steadman Farms.

2.4 **COMPLIANCE**. All improvements on a house lot must (1) comply with any applicable public ordinances and codes, (2) have a building permit issued by a governmental entity, if applicable and if the type of improvement requires a permit, (3) comply with the applicable portions of this SF Covenant, and (4) have the Architectural Reviewer's prior written approval. These 4 requirements are independent - one does not ensure or eliminate the need for another. The lot owner and/or owner's contractor must comply with all 4 requirements.

2.5 **VARIANCE**. Any improvement that is constructed or installed without complying with the terms of this Exhibit violates this SF Covenant unless the Architectural Reviewer gives prior written approval for a variance. In case of a conflict or discrepancy between this Exhibit and the construction specifications and plan approvals negotiated between the Declarant and a Builder, the negotiated construction specifications and plan approvals will control and will be deemed to be a variance approved by the Architectural Reviewer. The burden is on the Builder to document the Declarant's approval of the variance.

## **ARTICLE 3** **APPROVED BUILDERS**

3.1 **APPROVED BUILDERS ONLY**. The status of "Approved Builder" is not a permanent attribute. From time to time, Declarant may modify its designation of Approved Builders, or change qualifications for being an Approved Builder. An Approved Builder continues to be an Approved Builder until Declarant provides the Approved Builder with written notice of the termination of that status. All initial improvements on a lot, including the principal dwelling, must be constructed by an Approved Builder, who is approved by Declarant at the time construction of the improvement commences on a lot, or who was an Approved Builder during the 90 days immediately prior to commencement of construction.

3.2 **BUILDER GUIDELINES**. By acquiring a lot or an interest in a lot during the Development Period, each Approved Builder agrees to be bound by this SF Covenant and the Documents as a whole, which are the Builder Guidelines. This Section may not be construed to require uniform Builder Guidelines for all of Steadman Farms as Declarant may adopt different Builder Guidelines for certain lots, for certain housing products, or for certain Approved Builders.

3.3 **APPROVAL OF BUILDER PLANS**. During the Development Period, a Builder must submit construction plans, elevations, and landscape plans to Declarant for approval by the Architectural Reviewer.

3.3.1 **Deemed Compliance**. Plans and specifications that are approved by Declarant for use by a Builder are deemed to be in compliance with this SF Covenant, and are deemed to have been

DURING THE DEVELOPMENT PERIOD, **APPENDIX C** OF THE DECLARATION  
HAS PRIORITY OVER THIS COVENANT.

granted a waiver by the Architectural Reviewer for any aspect of an improvement that appears to be inconsistent with this SF Covenant.

3.3.2 Pre-Approval. Plans and specifications may be submitted by Builder and approved by the Architectural Reviewer prior to Builder's purchase of lots in Steadman Farms. Homes may be constructed by Builder in accordance with pre-approved plans and specifications, without re-submitting plans on a lot by lot basis as the houses are constructed and landscaped, subject to the following "Substantial Deviation" subsection.

3.3.3 Substantial Deviation. Builder must apply to the Architectural Reviewer for approval of any substantial modification to or variation from an approved or pre-approved plan. Examples of substantial deviation include (1) reversing a garage from rear entry to front entry, or vice versa, (2) reducing or increasing the size of the dwelling by more than 15 percent, (3) reducing the amount of masonry exterior material by more than 10 percent, (4) changing the style of the front elevation, such as from Cape Cod to Spanish, and (5) replacing a garage with a porte cochere or carport. Builder may presume that its request for a deviation has been approved by the Architectural Reviewer if Builder has not received the Architectural Reviewer's written response - approving, denying, or requesting additional information - within 45 calendar days after delivering his complete application for approval of a deviation to the Architectural Reviewer.

## **ARTICLE 4**

### **AMENDMENTS**

4.1 ADDITIONS OR CHANGES TO PARTS. This SF Covenant compiles several guidelines or specifications, identified by "Parts". This document may be changed by amending and restating the entire document, amending and restating an exhibit or a part of the document, or by supplementing this document with additional guidelines or specifications.

4.2 CONSENTS REQUIRED. During the Development Period, this SF Covenant may be amended, supplemented, or restated only by Declarant. After the Development Period, amendments (including supplements and restatements) of this SF Covenant must be approved by at least a majority of the directors of the Association, and by owners of at least a majority of the lots that participate, in person or by proxy, at a properly called meeting of the Association at which a quorum is present, or by owners of at least a majority of the total lots in Steadman Farms if balloting is by any method other than a meeting. Approval of owners does not require that the amendment be signed by the consenting owners, or that consents be executed and acknowledged by the approving owners.

4.3 EFFECTIVE. To be effective, an amendment of this SF Covenant must be in the form of a written instrument that complies with the following requirements:

- a. The amendment must reference the name of the Property, the name and recording data of the Declaration, and the name and recording data of this SF Covenant and any amendments hereto.
- b. The amendment must be signed and acknowledged by Declarant during the Development Period, and - after the Development Period - by an officer of the Association, certifying the requisite approval of owners and directors.
- c. The amendment must be recorded in the Real Property Records of Tarrant County, Texas.

4.4 OWNER APPROVAL. After the Development Period, this SF Covenant may be amended by any voting or balloting method selected by the board, pursuant to the Documents, provided the method gives

DURING THE DEVELOPMENT PERIOD, APPENDIX C OF THE DECLARATION  
HAS PRIORITY OVER THIS COVENANT.



or makes available to an owner of each lot the substance if not exact wording of the proposed amendment, a description of the effect of the proposed amendment, and an opportunity to vote for or against the proposed amendment.

4.5 DECLARANT APPROVAL. Declarant has an exclusive right to unilaterally amend this SF Covenant during the Development Period. An amendment that may be executed by Declarant alone is not required to name the Association or to be signed by an officer of the Association. No amendment may affect Declarant's rights under this SF Covenant without Declarant's written and acknowledged consent, which must be part of the recorded amendment instrument. This Section may not be amended without Declarant's written and acknowledged consent.

## **ARTICLE 5**

### **GENERAL PROVISIONS**

5.1 COMPLIANCE. The owners hereby covenant and agree that the construction, improvement, appearance, and use of Steadman Farms will be in accordance with the provisions of this SF Covenant, in addition to the other Documents and applicable laws, regulations, and ordinances, as same may be amended from time to time, of any governmental or quasi-governmental entity having jurisdiction over Steadman Farms.

5.2 CONFLICT. This SF Covenant is subordinate to federal and state law, and local ordinances. This SF Covenant is also subordinate to the Declaration.

5.3 NOTICE. Any demand or written notice required or permitted by this SF Covenant may be sent by electronic, ordinary, or certified mail, postage prepaid, or by any other method or combination of methods permitted or required by applicable law. If mailed, the notice is deemed delivered when deposited in the U.S. mail addressed to the member at the address shown on the Association's records. If transmitted by fax or email, the notice is deemed delivered on successful transmission of the facsimile or electronic correspondence. The notice must be sent to the party's last known address as it appears on the records of the Association at the time of transmission. If an owner fails to give the Association an effective address, the notice may be sent to the address of the owner's lot. If the Association properly transmits the notice, the owner is deemed to have been given notice whether or not he actually receives it.

5.4 SEVERABILITY. Invalidation of any provision of this SF Covenant by judgment or court order does not affect any other provision, which remains in full force and effect. The effect of a general statement is not limited by the enumeration of specific matters similar to the general.

5.5 DURATION. Unless terminated or amended by owners as permitted herein, the provisions of this SF Covenant run with and bind the Property, and will remain in effect perpetually to the extent permitted by law.

5.6 PREPARER. This SF Covenant was prepared in the law offices of Shackelford, Melton & McKinley, LLP, 3333 Lee Parkway, Tenth Floor, Dallas, Texas 75219.

5.7 PARTS. The following parts are attached to this SF Covenant and incorporated herein by reference:

PART 1 - CONSTRUCTION RESTRICTIONS  
 PART 2 - FENCE RESTRICTIONS  
 PART 3 - USE RESTRICTIONS  
 PART 4 - CONSENTS

DURING THE DEVELOPMENT PERIOD, APPENDIX C OF THE DECLARATION  
 HAS PRIORITY OVER THIS COVENANT.

**SIGNED AND ACKNOWLEDGED**

SIGNED on this 12<sup>th</sup> day of June, 2013.

STEADMAN FARMS, L.P., a Texas limited partnership

By: STEADMAN FARMS, LLC, a Texas limited liability company, its general partner

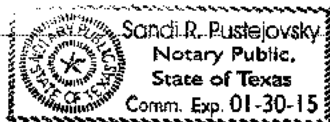
By: Walter D. Damon Manager

THE STATE OF TEXAS

§  
§  
§

COUNTY OF DALLAS

This instrument was acknowledged before me on the 12<sup>th</sup> day of June, 2013 by Walter Damon, Manager of Steadman Farms, LLC, a Texas limited liability company, in its capacity as general partner of Steadman Farms, L.P., a Texas limited partnership, on behalf of such limited partnership.



Sandi R. Pustejovsky  
Notary Public, The State of Texas

**ESCROW AGENT:**  
REPUBLIC TITLE OF TEXAS INC  
2626 HOWELL ST 10<sup>TH</sup> FL  
DALLAS TX 75204-4064  
**CLOSER: KATHY MCDANIEL**  
**GF 1002-31518 & 31531 - RTT/ SJ8**

DURING THE DEVELOPMENT PERIOD, APPENDIX C OF THE DECLARATION  
HAS PRIORITY OVER THIS COVENANT.

**PART 1**

**CONSTRUCTION**

---

**SPECIFICATIONS**

**FOR**

**STEADMAN FARMS**

**PART 1 - EXHIBIT A**  
**SINGLE FAMILY BASIC CONSTRUCTION SPECIFICATIONS**  
**STEADMAN FARMS**

---

1.A.1. **ACCESSORIES.** Installation of all exterior items and surfaces, including address numbers, decorative hardware, external ornamentation, light fixtures, and exterior paint and stain, is subject to the Architectural Reviewer's prior approval, including approval of design, color, materials, and location.

1.A.2. **AIR CONDITIONERS.** Air conditioning equipment may not be installed in the front yard of a house. If installed on a side yard, the equipment must be screened from the street with either a wood privacy fence or 3-gallon shrubs. Window units are prohibited.

1.A.3. **CARPORTS.** No carport may be installed, constructed, or maintained on the front of any lot or dwelling, with or without approval of the Architectural Reviewer. No carport may be installed, constructed, or maintained on any other portion of a lot without the Architectural Reviewer's prior written consent. In other words, all carports require the written approval of the Architectural Reviewer, and carports on the front sides or front yards of dwellings are expressly prohibited and may not be authorized.

1.A.4. **CHIMNEYS.** Chimneys constructed on an exterior wall of the dwelling must be constructed of masonry which is consistent with the exterior wall material of the dwelling. Chimneys which are not constructed on an exterior wall of the dwelling may be constructed of cement fiber board products, such as HardiPlank. No chimney may be constructed without the Architectural Reviewer's prior written consent.

1.A.5. **EXTERIOR WALL MATERIALS.** The type, quality, and color of exterior wall materials must be approved by the Architectural Reviewer. At least 80 percent of the dwelling's total exterior area, minus windows and doors, must be masonry, provided that 100 percent of the dwelling's front façade must be masonry where structurally possible. On all one story dwellings which back up to an open space, as determined by the Architectural Reviewer, 100 percent of the dwelling's total exterior area, minus windows and doors, must be masonry, where structurally possible. In addition to the foregoing, for any dwelling which is located on a street of Steadman Farms, the side(s) and/or back of the dwelling which face a street or streets must be 100 percent masonry where structurally possible.

1.A.6. **HOUSES - SIZES.** The principal improvement on a house lot must be one detached single family dwelling. The dwelling size, setbacks, and exterior materials must comply with the applicable ordinances and with any higher standards established by the Architectural Reviewer. In the absence of a written agreement regarding minimum or maximum house sizes, executed by the Architectural Reviewer or Declarant, which agreement need not be publicly recorded, the minimum house sizes are shown below, based on typical lot sizes for a particular block or phase. Notwithstanding the below minimum sizes, if a smaller-than-minimum sized house has been approved by the Architectural Reviewer, the same size and shape of house may be rebuilt on the lot, subject to approval by the Architectural Reviewer for all aspects other than minimum size.

APPROXIMATE WIDTH OF TYPICAL HOUSE LOT	MINIMUM AIR- CONDITIONED LIVING AREA OF THE HOUSE
50 FEET	1,800
60 FEET	1,800

1.A.7. MAILBOXES. Each lot improved with a home must have a curbside mailbox. To the extent possible, two homes will be served by a single two-home mailbox (2 mailboxes on a single pole, post, or pedestal), located on or near their shared boundary. The approved mailbox structure and design is attached to this Exhibit as Appendix \_\_\_\_.

1.A.8. MASONRY. For purposes of this Exhibit, the following materials qualify as masonry: conventional brick and brick veneer, stone and stone veneer, glass block or glass brick, and lathed cement stucco. The following materials do not qualify as masonry for purposes of this Exhibit, subject to the right of the Architectural Reviewer to grant a variance on a case by case basis: synthetic or sprayed stucco, pressed or poured concrete forms, concrete block, and cement fiber board products, such as HardiPlank siding.

1.A.9. NEW CONSTRUCTION. The dwelling must be constructed on the lot. A dwelling or addition constructed elsewhere may not be moved onto a lot. Factory-built homes are not permitted, even though assembled or finished on the lot. However, components of houses (such as roof trusses) may be manufactured off-site.

1.A.10. ROOFS. The following minimum roof specifications apply, subject to the right of the Architectural Reviewer to permit or require other slopes, weights, materials, and colors.

1.A.10.1. Roof Pitch. No flat roofs are allowed as a major structural element. Roofs must be pitched. The minimum roof pitches are as follows:

- a. 6:12 slope for the rear of the house.
- b. 8:12 slope for the front and sides of the house. (The Architectural reviewer may approve a minimum 6:12 front and side roof pitch).
- c. 6:12 slope for porch roofs. (The Architectural Reviewer may approve a minimum 4:12 porch roof pitch).

1.A.10.2. Roof Material. Roofs must be covered with material of a 240 lb./square and having a manufacturer's warranty of at least 25 years. The use of composition shingles is permitted, however three tab shingles are not permitted. The color of roofing material must be weathered wood or an equivalent earth tone color. An alternative type or color of roofing material may be approved by the Architectural Reviewer.

1.A.10.3. Roof Accessories. Plumbing stacks and HVAC vents must be positioned behind the ridge line of the roof (not facing street), and must be painted to match roofing colors. Exposed flashing, downspouts, and attachment straps must be painted to blend with adjacent materials.

1.A.11. SIDING & TRIM. Where siding is permitted, siding must be a cementitious fiberboard, such as Hardiplank. Wood siding may be used with the Architectural Reviewer's prior approval. Aluminum siding and vinyl siding are not permitted. Siding and trim must be painted in neutral colors.

1.A.12. SKYLIGHTS. No skylights are permitted on front slopes of pitched roofs. On other portions of the roof, flat skylights are preferred on exposed slopes. Bubble or pyramidal skylights will be considered on concealed small flat roofs or roof areas hidden from general view. Skylight panels should be of a smoke or bronze color, not white.

1.A.13. SOLAR INSTALLATIONS. Solar installations on homes are permitted, subject to approval of the Architectural Reviewer. The Architectural Reviewer will apply the standards of Section 202.10 of the Texas Property Code in making its determination.

1.A.14. SPRINKLER SYSTEMS. Each lot improved with a home must have a sprinkler system installed to water the yard. The Architectural Reviewer may require certain water coverage of a yard at its discretion.

1.A.15. SUBDIVISION OF LOTS. No house lot may be subdivided. One or more house lots may be replatted with the approval of (1) the Association acting through its board of directors, (2) owners of all house lots directly affected by the replatting, and (3) the platting authority. The owners executing the replat will provide a copy of the recorded replat to the Association. Replatting of house lots may not alter the number of votes and assessments allocated to the lots as originally platted. If replatting reduces the number of lots by combining lots, the joined lot will have the votes and assessments allocated to the lots as originally platted.

1.A.16. TIMING. The construction of a dwelling must be started promptly after the Architectural Reviewer approves the dwelling's plans and specifications. At the start of construction - but not before - building material to be used in the construction may be stored on the lot. Once started, the dwelling and all improvements on the lot must be completed with due diligence.

1.A.17. UTILITIES. All utility lines and equipment must be located underground, except for: (1) elevated or surface lines or equipment required by a public utility; (2) elevated or surface lines or equipment installed by Declarant as part of the development plan; and (3) surface equipment necessary to maintain, operate, or read underground facilities, such as meters, risers, service pedestals, and transformers. The Architectural Reviewer may require that utility meters, risers, pedestals, and transformers be visually screened from the street and neighboring lots.

1.A.18. WELLS & SEPTIC TANKS. Each lot will use the Property-wide water and sewage systems. Individual water supply and sewage disposal systems are not permitted.

*(End of Exhibit A of Part 1)*

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**PART 2**

**FENCE & WALL**

**SPECIFICATIONS**

**FOR**

**STEADMAN FARMS**

---

**PART 2 - EXHIBIT A**  
**BASIC FENCE & WALL SPECIFICATIONS FOR STEADMAN FARMS**

---

2.A.1 INTRODUCTION. Although each owner is solely responsible for the fencing on his lot, a portion of his fence or wall may serve as a segment of a border around the Property or along a stretch of roadway or common area. The primary purpose of these Basic Fence & Wall Specifications is to guide the construction of fences, screening walls, and retaining walls by Builders other than Declarant and its affiliates, to guide reconstructions after the initial build-out of Steadman Farms, and to guide the maintenance of fences and walls.

2.A.1.1 Applicability. These Basic Fence & Wall Specifications apply to every lot in Steadman Farms unless, or the lot is subject to a location-specific fence requirement.

2.A.1.2 Architectural Reviewer. These Basic Fence & Wall Specifications are subject to the Architectural Reviewer's right to adopt additional or different specifications for construction or reconstruction of fences and walls. If a fence or wall is installed or modified in violation of the published specifications that apply to the fence or wall, the Architectural Reviewer reserves the right to determine that the fence or wall is unattractive or inappropriate or otherwise unsuitable for the Property, and may require the owner to modify it or to remove and replace it. Because the value of uniformity may not be apparent when a small number of variances are granted or a small number of violations are ignored, this Exhibit controls over specific approvals and authorizations granted by the Architectural Reviewer to individual owners over time, and also controls over violations that have been tolerated for long periods of time.

2.A.1.3 Fencing Plan. On the date of this SF Covenant, Declarant has specified a system of fencing in a document titled "Interior Screening and Fence Standards Plan," which is attached to this Exhibit as Appendix \_\_\_\_.

**GOOD FENCES MAKE GOOD NEIGHBORS**

2.A.2 FENCE SPECIFICATIONS. The attached "Interior Screening and Fence Standards Plan" contains most of the specifications for fencing Steadman Farms.

2.A.2.1 Height & Location. Fences may not be constructed between a dwelling's front building line and the street. Unless a different type of fence is specified or approved for a lot, fences in Steadman Farms must be wood privacy fences between 6 and 8 feet in height, with the finish side facing streets, alleys, and common areas in the Property. Notwithstanding the Fence Standards Plan attached hereto, the Architectural Reviewer may adopt specific height and location requirements for certain lots and uses. Generally, the Architectural Reviewer may approve fence heights as low as 4 feet or as tall as 10 feet.

2.A.2.2 Transitions. See the attached Fence Standards Plan for requirements for fences that adjoin or connect and that require a transition of height or material.

2.A.2.3 Finish Side. Some fences are constructed in ways that both sides are equally attractive. This subsection pertains to fences for which the two sides are not equal - one side being the "good side", the other side being the "back side" with exposed supporting posts and rails. For purposes of this Exhibit and for use in Steadman Farms, "finish side" refers to the more attractive side - the



"good" side of a fence. The Architectural Reviewer may require that new or replacement fences visible from a street, a common area, or a neighboring development, public park, school site, or undeveloped tract of land have a "finish side" appearance on the outward face of the fence. To illustrate, a fence designed with exposed structural posts and rails must have the posts and rails facing inwards - towards the house, if so required by the Architectural Reviewer.

**2.A.2.4 Permitted Materials.** Fences must be made of masonry, cedar, metal such as tubular steel or wrought iron, or other Architectural Reviewer-approved material. Retaining walls must be constructed with Milsap stone in a design pattern matching the existing retaining wall pattern of Steadman Farms. Further detail is provided in the attached Fence Standards Plan.

**2.A.2.5 Prohibited Materials.** Barbed wire and chain link fencing are prohibited. Barbed wire and chain link are not included within the meaning of "iron," "metal," or "steel" fence materials or components if those terms are used and permitted in the Documents.

**2.A.2.6 Fence Treatments - Stain.** This Subsection is subject to the following "Uniformity" provision and may not be construed to require the Association to stain or seal wood fences on owners' lots, unless otherwise noted in this SF Covenant. A wood fence in Steadman Farms:

- a. May not be painted.
- b. May not be stained with a stain that cures to a solid or opaque color.
- c. May not be stained to alter the fence color from a natural wood color.
- d. May not be stained with a stain approved by the Architectural Reviewer, which has been altered, such as by thinning.
- e. If stained, must be stained with a color that has been approved by the Architectural Reviewer. Notwithstanding the foregoing, all wood fences facing a street or are visible from open space or streets, shall be stained with an approved stain. On the date of this SF Covenant, only the following stain product is approved for use in Steadman Farms:

**BRAND:** Wood Defender Semi-Transparent Stain by Standard Paints, Inc.  
**COLOR:** Rustic Oak

**2.A.2.7 Uniformity.** Notwithstanding anything to the contrary in any instrument pertaining to the Property or elsewhere in this SF Covenant, even in this Exhibit, the Architectural Reviewer may require that all fences along a particular stretch within the Property, such as along or visible from a road or common area, be uniform in height, color, material, and appearance, including use of a particular sealant or stain. Further, the Architectural Reviewer may require certain treatments for transitions between fences and at changes in grade or elevation.

**2.A.3 BUILDER FENCES.** During the Development Period, Declarant, as the Architectural Reviewer, may authorize variations of this Exhibit's requirements for fences constructed by Builders.

**2.A.4 FENCES ALONG CERTAIN STREETS.** The Declarant reserves the right for itself and for the Architectural Reviewer to establish detailed specifications for fences on or along side and rear property lines of lots along designated perimeter, arterial, thoroughfare and collector streets of the Property.

**2.A.5 MAINTENANCE OF FENCES.** Maintenance of Steadman Farms is addressed in Article 12 of the Declaration. This Section is intended to expand the provisions of Article 12 of the Declaration, and does replace its requirements for fences.

2.A.5.1 General Rule. As a general rule, the Association maintains and replaces, as needed and as a common expense, fences and walls on common areas, and between Steadman Farms and any public school site. The owner generally maintains and replaces, as needed and at the owner's sole expense, fences and walls on the owner's lot. The following subsections are specific exceptions to these general rules.

2.A.5.2 Along Public School Site. The Association will maintain and replace, as needed, the fences and walls, if any, between Steadman Farms and any public school site that is within or adjoins Steadman Farms.

2.A.5.3 Along Most Common Areas. The Association will maintain and replace, as needed, the fences and walls within common areas of Steadman Farms, and between common areas and house lots.

2.A.5.4 Along Narrow Common Areas Between Lots. This subsection applies to narrow common areas between two house lots, flanked on each side by the sideyard fencing of the adjoining home. The owner of each lot that flanks the common area, not the Association, will maintain the fence or wall on his lot, at the owner's sole expense. Declarant reserves the right for itself and for the Architectural Reviewer to publish detailed specifications for fences and walls on or along the sides of lots that abut common area within the Property.

2.A.5.5 On Thoroughfare Lots. This subsection applies only to lots that front on a major thoroughfare of Steadman Farms, as designated by Declarant. The Association will maintain, as needed and as a common expense, the outside of any fence or wall the faces the designated thoroughfare. On the date of this SF Covenant, Declarant has not designated a "thoroughfare" for the purpose of this subsection. Declarant reserves the right for itself and for the Architectural Reviewer to designate streets as "thoroughfares" for this purpose.

2.A.6. CHANGES BY OWNER. All changes to a lot must be approved by the Architectural Reviewer. In repairing or replacing a fence or wall that is original to the lot or which had been approved by the Architectural Reviewer, the owner may perform the maintenance or replacement without Architectural Reviewer approval, in order to preserve the original or approved fence or wall. Any deviation from what had been original or previously approved requires the prior written approval of the Architectural Reviewer. Because an owner may not be knowledgeable about the origins and history of his fence or wall, an owner would be prudent to submit his proposed fence plan to the Architectural Reviewer, who may not deny a request for preservation or identical replacement of the original or approved fence or wall.

## **"INTERIOR SCREENING AND FENCE STANDARDS PLAN"**

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**TO BE INSERTED**

**PART 3**

**BASIC USE RESTRICTIONS**

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**FOR**

**STEADMAN FARMS**

**PART 3 - EXHIBIT A  
BASIC USE RESTRICTIONS FOR STEADMAN FARMS**

3.A.1. ACCESSORY SHEDS. Without the prior written approval of the Architectural Reviewer, accessory structures - such as dog houses, gazebos, storage sheds, playhouses, and greenhouses - are prohibited (not allowed). Unless the Architectural Reviewer otherwise determines, to be approved by the Architectural Reviewer an accessory structure must have all of the following features:

- a. Only one per lot.
- b. Roof pitch will be similar to that of the house.
- c. Will not exceed 8 feet in height at ridge line of the roof.
- d. Less than 80 square feet of floor space (e.g. 8' x 10').
- e. Structure must be placed on a concrete slab.
- f. Must be constructed of brick matching the house and/or cement fiber board (hardiplank).
- g. All paintable surfaces must be painted to match the trim color of the house or other colors approved by the Architectural Reviewer.
- h. Shingles will match that of the house.
- i. Screening may be required by a fence or acceptable landscape material so it is not visible from the street. The Architectural Reviewer, in its sole discretion, may require structure specific screening in the event such structure is located on a lot with an elevated grade or adjacent to a lot with an elevated grade.
- j. Not located in front yards or in unfenced portions of side yards facing streets.

If an accessory structure is installed in violation of this Section, the Architectural Reviewer reserves the right to determine that the accessory structure is unattractive or inappropriate or otherwise unsuitable for the Property, and may require the owner to screen it or to remove it, at the owner's expense.

*The HOA can make you remove a backyard structure*

3.A.2. ANIMALS. A resident may not keep or permit on the Property a pet or animal of any kind, at any time, except as permitted by this Section and by any rules adopted by the board. The board may adopt, amend, and repeal rules regulating the types, sizes, numbers, locations, and behavior of animals at the Property. Unless the rules provide otherwise:

3.A.2.1. Permitted Pets. A resident may have customary domesticated household pets, which are kept for personal companionship. If the rules fail to establish occupancy quotas, no more than 2 dogs and/or cats may be maintained on each lot. Permission to maintain other types or additional numbers of household pets must be obtained in writing from the board.

3.A.2.2. Prohibited Animals. No animal, bird, fish, reptile, or insect of any kind may be kept, maintained, raised, or bred anywhere on the Property for a commercial purpose or for food. No resident may keep a dangerous or exotic animal, trained attack dog, or any other animal deemed by the board to be a potential threat to the well-being of people or other animals. Without prior written approval of the board, a resident may not keep a dog that is predominantly or wholly of a breed that is reasonably perceived to be dangerous, vicious, or unpredictable by the board.

3.A.2.3. Disturbance. Pets must be kept in a manner that does not create a noise, odor, or other disturbance or nuisance that interferes with the peaceful enjoyment of residents of other lots. No

pet may be permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time.

3.A.2.4. Indoors/Outdoors. Subject to the limited yard privilege below, a permitted pet must be maintained inside the dwelling, and may not be kept on a patio or in a fenced yard. No pet is allowed on the common area or in unfenced portions of a yard unless carried or leashed.

3.A.2.5. Limited Yard Privilege. Dogs may be kept in fenced yards only if they do not disturb or annoy people on the Property. The board is the sole arbiter of what constitutes a disturbance or annoyance. If the board determines that a dog disturbs people, the board may permanently revoke the privilege of keeping the dog in the fenced yard. Thereafter, the dog must be maintained inside the dwelling. This yard privilege may be extended to a cat that is physically incapable of climbing the fence or leaving the fenced yard.

3.A.2.6. Pooper Scooper. Resident is responsible for the removal of his pet's wastes from the Property. Unless the rules provide otherwise, a resident must prevent his pet from relieving itself on the common area or the lot of another owner. This applies to cats as well as dogs.

3.A.2.7. Liability. An owner is responsible for any property damage, injury, or disturbance caused or inflicted by an animal kept on the lot. The owner of a lot on which an animal is kept is deemed to indemnify and to hold harmless the board, the Association, and other owners and residents, from any loss, claim, or liability resulting from any action of the animal or arising by reason of keeping the animal on the Property.

3.A.2.8. Removal. If a resident or his pet violates this Section or rules adopted by the board, the resident or person having control of the animal may be given a written notice by the board to correct the problem. If the problem is not corrected within the time specified in the notice (not less than 10 days), the resident, upon written notice from the board, may be required to remove the animal. Each resident agrees to permanently remove his violating animal from the Property within 10 days after receipt of a removal notice from the board. If a resident fails to timely remove the violating animal, the Association may effect removal of the animal without liability to the animal's owner.

3.A.3. ANNOYANCE. No lot or common area may be used in any way that: (1) may reasonably be considered annoying to neighbors; (2) may be calculated to reduce the desirability of the Property as a residential neighborhood; (3) may endanger the health or safety of residents of other lots; (4) may result in the cancellation of insurance on the Property; or (5) violates any law. The board has the sole authority to determine what constitutes an annoyance.

3.A.4. APPEARANCE. Both the lot and the dwelling must be maintained in a manner so as not to be unsightly when viewed from the street or neighboring lots. The Architectural Reviewer is the arbitrator of acceptable appearance standards.

3.A.5. BUSINESS USE. A resident may use a dwelling for business uses, such as telecommuting, personal business, and professional pursuits, provided that: (1) the uses are incidental to the primary use of the dwelling as a residence; (2) the uses conform to applicable governmental ordinances; (3) the uses do not entail visits to the lot by employees or the public in quantities that materially increase the number of vehicles parked on the street; and (4) the uses do not interfere with the residential use and enjoyment of neighboring lots by other residents.

3.A.6. COLOR CHANGES. The colors of buildings, fences, exterior decorative items, window treatments, and all other improvements on a lot are subject to regulation by the Architectural Reviewer. Because the relative merits of any color are subjective matters of taste and preference, the Architectural

Reviewer determines the colors that are acceptable to the Association. No change or addition of colors that are visible from the street or a common area is permitted without the prior written approval of the Architectural Reviewer.

3.A.7. DECLARANT PRIVILEGES. Declarant has reserved a number of rights and privileges to use the Property in ways that are not available to other owners and residents, as provided in Appendix C of the Declaration. Declarant's exercise of a Development Period right that appears to violate a rule or a use restriction of this Article does not constitute waiver or abandonment of the restriction by the Association as applied to owners other than Declarant.

3.A.8. DRAINAGE. No person may interfere with the established drainage pattern over any part of the Property unless an adequate alternative provision for proper drainage has been approved by the board.

3.A.9. DRIVEWAYS. The driveway portion of a lot may not be used for any purpose that interferes with its ongoing use as a route of vehicular access to the garage. Without the board's prior approval, a driveway may not be used: (1) for storage purposes, including storage of boats, trailers, and inoperable vehicles; or (2) for repair or restoration of vehicles. A driveway may not be modified, stained, recovered, painted or otherwise colored without Architectural Reviewer approval.

3.A.10. FENCES. Part 2 of this SF Covenant contains restrictions and specifications for fences on individual lots. If a fence is installed or modified in violation of this Section or Part 2 of this SF Covenant, the Architectural Reviewer reserves the right to determine that the fence is unattractive or inappropriate or otherwise unsuitable for the Property, and may require the owner to modify it, screen it, or remove it.

3.A.11. FLAGS. Each owner and resident of Steadman Farms has a right to fly the United States flag ("*Old Glory*") and/or the Texas state flag ("*Lone Star Flag*") and/or an official or replica flag of any branch of the United States armed forces on his lot, subject to the following requirements:

- a. The flag size may not exceed 4 feet in height or 6 feet in length.
- b. The flag(s) may be flown from a flag holder mounted on the front facade of the house.
- c. If flown at night (after sunset), the flag must be illuminated from dusk until dawn. The method or amount of illumination must not spillover into the yards, windows, or skylights or neighboring homes.
- d. A flag may be flown from an in-ground pole that does not exceed 20 feet in height above the ground, provided the pole is installed within 8 feet of an exterior wall of the house, and approved by the Architectural Reviewer.
- e. The flag(s) must - at all times - be flown in a respectful manner, and in compliance with applicable provisions of the Federal Flag Code and the Texas Flag Code.
- f. The authorization of this Section does not permit the flying of other types of flags, or of pennants, banners, kites, windsocks, or similar types of displays if the display is visible from a street or common area.

3.A.12. GARAGES. Without the board's prior written approval, the original garage area of a lot may not be enclosed or used for any purpose that prohibits the parking of two standard-size operable vehicles therein. Garage doors are to be kept closed at all times except for limited periods when the resident is actively using the garage (such as in connection with yard maintenance) and when a vehicle is entering or leaving.

3.A.13. "GARAGE SALES". The Association may adopt rules limiting the frequency, location, and signage of garage sales, yard sales, estate sales, rummage sales, and other types of merchandise sales activities that may be expected to attract the public to the Property.

3.A.14. GUNS. Hunting and shooting are not permitted anywhere on or from the Property. The Association is not required to enforce this provision by confronting an armed person.

3.A.15. HOOPS. Portable basketball goals may be used in unfenced yards and on private driveways in Steadman Farms during periods of active play, if the portable goals are removed from sight when not in use. Except for the temporary use of portable basketball goals, recreational or sporting equipment may not be placed, attached, mounted, or installed in a front yard, on a front driveway, in an unfenced portion of a side yard, or on the street side exterior portion of a dwelling, without the Architectural Reviewer's prior written approval. If the Architectural Reviewer grants approval for such equipment, the approval may be revoked if the equipment is not maintained or used, or if it becomes unsightly. Recreational or sporting equipment, including portable goals, found on a street or cul-de-sac, or in the right-of-way of a street or cul-de-sac, is subject to removal without notice by the Association without liability for damage to said equipment.

3.A.16. LANDSCAPING. No person may perform landscaping, planting, or gardening on the common area without the board's prior written authorization. The Architectural Reviewer may establish standards for the landscaping on house lots, however the minimum landscaping requirements for the respective house lots are:

3.A.16.1. For each lot, a fully sodded and irrigated front, back, and side yard.

3.A.16.2. For each lot, a fully sodded and irrigated side yard on the street side of each corner lot.

3.A.16.3. At the time of this SF Covenant, the Approved Tree List follows this section 3.A.16. A minimum three (3) trees, each with a caliper of at least three (3) inches, shall be planted on each lot. Two (2) trees shall be planted in the front yard, one (1) of which shall be from Category A of the Approved List and one (1) from Category B of the Approved List. One (1) tree from Category A of the Approved list shall be planted in the back yard.

3.A.16.4. Shrubs of any number and size which must total a minimum of 30 gallon per lot.

*Yes, there are lots of rules!*  
**EVERY RESIDENT OF STEADMAN FARMS  
 IS EXPECTED TO COMPLY WITH THESE RULES  
 AND WITH RULES ADOPTED BY THE BOARD OF  
 DIRECTORS.**



## Approved Tree List

Category A

Pecan  
 Deodar Cedar  
 Green Ash  
 Southern Magnolia  
 Bur Oak  
 Chinquapin Oak  
 Shumard Oak  
 Texas Red oak  
 Live Oak  
 American Elm  
 Cedar Elm  
 Lacebark Elm

Category B

Caddo Maple  
 Bigtooth Maple  
 Common Persimmon  
 Texas Ash  
 Ginko  
 Kentucky Coffeetree  
 Eastern Red-Cedar  
 Golden Raintree  
 Eldarica (Afghan) Pine  
 Italian Stone Pine  
 Chinese Pistache  
 Honey Mesquite  
 Blackjack Oak  
 Monterrey (Mex. White) Oak  
 Western Soapberry  
 Pond Cypress  
 Bald Cypress

3.A.17. LEASING OF HOMES. An owner may lease the dwelling on his lot. Whether or not it is so stated in a lease, every lease is subject to the Documents. An owner is responsible for providing his tenant with copies of the Documents and notifying him of changes thereto. Failure by the tenant or his invitees to comply with the Documents, federal or state law, or local ordinance is deemed to be a default under the lease. When the Association notifies an owner of his tenant's violation, the owner will promptly obtain his tenant's compliance or exercise his rights as a landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Association has the power and right to pursue the remedies of a landlord under the lease or state law for the default, including eviction of the tenant. The owner of a leased lot is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Documents against his tenant. The Association is not liable to the owner for any damages, including lost rents, suffered by the owner in relation to the Association's enforcement of the Documents against the owner's tenant.

3.A.18. LIGHTS - EXTERIOR. Light sources should be unobtrusive or concealed and shielded to prevent glare. Light should not be allowed to spillover on neighboring lots. Flood lights must be directed away from neighboring lots. "Barnyard" or sodium vapor lights are not permitted. Colored lights are not permitted. Tree up-lights should be concealed underground or in shrub masses.

3.A.19. NOISE & ODOR. A resident must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb or annoy residents of neighboring lots. The rules may prohibit the use of noise-producing security devices and windchimes.

3.A.20. OCCUPANCY. Other than the completed principal house, no thing or structure on a lot may be occupied as a residence at any time by any person. This provision applies, without limitation, to the garage, mobile homes, campers, and storage sheds. The board may adopt rules regarding the maximum number and the relationships of people who may occupy a house at one time. The Association's occupancy standard for residents who qualify for familial status protection under the fair housing laws may not be more restrictive than the minimum (i.e., the fewest people per unit) permitted by the U. S. Department of Housing and Urban Development. If the rules fail to establish occupancy standards, the maximum number of people permitted per

dwelling is 2 persons per bedroom per dwelling, which is the HUD threshold for familial status protection in the era in which this SF Covenant is drafted.

***ONE PERSON'S TREASURE IS ANOTHER PERSON'S TRASH.***

3.A.21. OUTSIDE ART. For purposes of this Section, the "*Outside*" of a lot is all portions of the house and yards that are visible from a street or common area, such as front yards, side yards, sidewalks, porches, window sills, chimneys, and trees. The Association is interested in the appearance of all portions of the Outside. Some changes or additions to an Outside may defy easy categorization as an improvement, a sign, or landscaping. This Section confirms that all aspects of a visible Outside are within the purview of the Architectural Reviewer, including, without limitation, the installation of religious, cultural, or educational items; the shape of pruned shrubs; the number, shapes, and uses of flower beds; and the integration of items such as wheelbarrows, boulders, and driftwood into the landscaping. The use of any decoration, sculpture, fountain, flag, and similar items on any portion of the Outside is prohibited without the prior written approval of the Architectural Reviewer unless (1) the item is expressly permitted by this SF Covenant, or (2) the item is placed within a fenced yard, (3) the item is no taller than the fence, and (4) the fence blocks the view of the item at ground level.

3.A.22. POOLS. Above-ground swimming pools are prohibited.

3.A.23. RESIDENTIAL USE. The use of a house lot is limited exclusively to residential purposes or any other use permitted by this SF Covenant, including limited business uses described above.

3.A.24. SCREENING. The Architectural Reviewer may require that the following items must be screened from the view of the public and neighboring lots and dwellings, if any of these items exists on the lot: (1) satellite reception equipment; (2) clotheslines, drying racks, and hanging clothes, linens, rugs, or textiles of any kind; (3) yard maintenance equipment; (4) wood piles and compost piles; (5) accessory structures that do not have prior approval of the Architectural Reviewer; (6) garbage cans and refuse containers; (7) anything determined by the board to be unsightly or inappropriate for a residential subdivision. Screening may be achieved with fencing or with plant material, such as trees and bushes, or any combination of these. If plant material is used, a reasonable period of time is permitted for the plants to reach maturity as an effective screen. As used in this Section, "screened from view" refers to the view of a person in a passenger vehicle driving on a street or alley, or the view of a person of average height standing in the middle of a yard of an adjoining lot. "Screened from view" does not pertain to the view from a second floor window.

3.A.25. SIGNS. Except as permitted below, no sign or unsightly object may be erected, placed, or permitted to remain on the Property or to be visible from windows in the dwelling without the board's prior written approval. The board's approval may specify the location, nature, appearance, dimensions, number, and time period of a sign or object. Without liability for trespass or any other liability connected with the removal, the board may effect the immediate removal of any sign or object (1) that violates this Section, (2) which the board deems inconsistent with neighborhood standards, or (3) which the board deems an abuse of the below-permitted sign uses. As used in this Section, "sign" includes, without limitation, lettering, images, symbols, pictures, shapes, lights, banners, and any other representation or medium that conveys a message. This section is not to prohibit the Owner's placement of signs or other placards related to the school functions, events, sports or activities in which the Owner's family is involved.

***NO RENT SIGNS - NO SIGNS IN WINDOWS***

**3.A.25.1. Lease Signs Prohibited.** The right to lease a house is not the right to post a "for lease" sign on the Property - even on the yard of the house that is available for lease. Without the board's prior written permission, which may be withheld for any reason or no reason, a person may not post or maintain a sign anywhere on the Property that advertises a house for rent or for lease. This blanket prohibition includes, without limitation, yard signs, signs in or on windows, and signs on vehicles.

**3.A.25.2. Contractor Signs Prohibited.** If the rules fail to establish standards for temporary signs advertising the contractor or material manufacturer working at a house, all such contractor signs are prohibited without the prior written approval of the board.

**3.A.25.3. Event Signs.** A resident may erect or install on his lot - for up to 24 hours - one temporary sign identifying his home as the site of a social event.

**3.A.25.4. Inflammatory Signs Prohibited.** Even among the categories of permitted signs, the board may disallow, prohibit, and remove a particular sign that the Association directors unanimously consider to be (1) provocative, vulgar, or profane for the sensitivities of the Property's residents, (2) likely to incite violence, fear, or disruptive counter-activity, (3) denigrating of a resident or owner, or category of residents or owners, (4) likely to negatively affect the image of the Property as a desirable place to own and occupy, or (5) otherwise unsuitable for the Property.

**3.A.25.5. Political Signs.** If public law - such as Texas Property Code Section 202.009 and local ordinances - grants an owner the right to place political signs on the owner's lot, the Association may not prohibit an owner's exercise of such right. The Association may adopt and enforce rules regulating every aspect of political signs on owners' lots to the extent not prohibited or protected by public law. Unless the rules or public law provide otherwise (1) a political sign may not be displayed more than 90 days before or 10 days after an election to which the sign relates; (2) a political sign must be ground-mounted; (3) an owner may not display more than one political sign for each candidate or ballot item; and (4) a political sign may not have any of the attributes itemized in Texas Property Code Sec. 202.009(c), to the extent that statute applies to the lot.

**3.A.25.6. Sale Signs.** An owner who is actively marketing his lot for sale may place in the front yard one professionally-made traditional yard sign of not more than 6 square feet advertising the lot for sale. Only one such sign is allowed per lot, and only on the lot that is being actively marketed. All aspects of the sign, including the height, shape, color, material, wording, and placement must be customary for the neighborhood.

**3.A.25.7. Security Signs.** One professionally made security service sign of not more than one square foot is permitted per lot.

**3.A.25.8. Spirit Signs.** A resident may erect or install temporary yard signs celebrating a family event, such as a baby's arrival or a child's school achievement. A spirit sign must be tasteful, modest in size, maintained in good condition, and removed by resident after a reasonable period.

**3.A.25.9. Window Signs Prohibited.** A sign in a window, on a window, or visible through a window is prohibited if the sign is visible from the street or from a neighboring home. "Window" includes a door, lite, or pane that is transparent.

**3.A.26. TELEVISION.** Each resident of the Property will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, electronic, microwave, cable, or satellite reception on the Property. Antennas, satellite or microwave dishes, and receiving or transmitting

towers that are visible from a street are prohibited within the Property, except a satellite dish that is one meter or less in diameter and designed to receive direct broadcast satellite service ("**Dish**") is permitted. The owner must install the Dish in the least conspicuous location on the lot where an acceptable quality signal can be obtained. The Association may adopt reasonable rules for the location, appearance, camouflaging, installation, maintenance, and use of the Dish to the extent permitted by public law.

3.A.27. TEMPORARY STRUCTURES. Except for "accessory sheds" as described above, improvements or structures of a temporary or mobile nature, such as tents, portable sheds, and mobile homes, may not be placed on a lot if visible from a street. However, an owner or owner's contractor may maintain a temporary structure (such as a portable toilet or construction trailer) on the lot during construction of the dwelling.

3.A.28. TRASH. Each resident will endeavor to keep the Property clean and will dispose of all refuse in receptacles designated specifically by the Association for that purpose. Trash must be placed entirely within the designated receptacle. The board may adopt, amend, and repeal rules regulating the visibility of trash receptacles and the disposal and removal of trash from the Property.

3.A.29. VEHICLES. All vehicles on the Property, whether owned or operated by the occupants or their invitees, are subject to this Section and rules adopted by the board. The board may adopt, amend, and repeal rules regulating the types, sizes, numbers, conditions, uses, appearances, and locations of vehicles on the Property.

3.A.29.1. Applicability to Public Streets. The provisions of this "Vehicles" Section do not apply to public streets unless: (1) a public law or ordinance enables or authorizes the powers and restrictions created by this Section, or (2) appropriate powers are delegated to the Association by the appropriate governmental entity, pursuant to this SF Covenant.

3.A.29.2. Repairs. Without the board's prior approval, a driveway or street may not be used for repair or restoration of vehicles.

3.A.29.3. Storage. Without the board's prior approval, a driveway or street may not be used for storage purposes, including storage of boats, trailers, and inoperable vehicles. However, if the lot has an alley driveway, one recreational vehicle, boat, camper, or trailer may be parked on the driveway provided the vehicle does not interfere with the use of the alley and is not readily visible from the street.

3.A.29.4. Towing. The Association may effect the removal of any vehicle in violation of this Section or the rules without being liable to the owner or operator of the vehicle.

3.A.29.5. Curbside Street. Vehicles that are not prohibited below may park on streets if curbside parking is permitted, subject to the continuing right of the Association to adopt reasonable rules about curbside parking if circumstances warrant.

3.A.29.6. Sidewalks. Vehicles are not permitted to block sidewalks when parked, even on their own driveway. The Association has the continuing right to adopt reasonable rules about parking which blocks sidewalks if circumstances warrant.

3.A.29.7 Prohibited Vehicles. Without prior written board approval, the following types of vehicles and vehicular equipment - mobile or otherwise - may not be kept, parked, or stored anywhere on the Property - including overnight parking on streets and driveways - if the vehicle is visible from a street: mobile homes, motor homes, buses, trailers, boats, aircraft, inoperable vehicles, commercial truck cabs, trucks with tonnage over one ton, vehicles which are not customary personal passenger vehicles, and any vehicle which the board deems to be a nuisance, unsightly, or inappropriate. This restriction does not apply to vehicles and equipment temporarily on the Property in connection with the construction or maintenance of a dwelling. Vehicles that transport inflammatory or explosive cargo are prohibited from the Property at all times.

3.A.30. WINDOW TREATMENTS. All window treatments within the dwelling or window screens or shades that are visible from a street must (1) appear to be white, off white, or other color approved by the Architectural Reviewer, (2) be maintained in good condition, and (3) not detract from the appearance of Steadman Farms. The use of multi colors, bright colors, bold prints, stripes, and bed sheets is prohibited. The Architectural Reviewer may require an owner to change or remove a window treatment that the Architectural Reviewer determines to be inappropriate or unattractive. The Architectural Reviewer may prohibit the use of certain colors or materials for window treatments.

*(End of Exhibit A of Part 3)*

**PART 4**

**CONSENT TO  
STEADMAN FARMS  
COVENANT  
OF  
CONSTRUCTION, FENCE &  
USE RESTRICTIONS**

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## PART 4 - EXHIBIT A-1

LIENHOLDER'S CONSENT TO  
SF COVENANT

Texas Capital Bank, N.A. is a financial institution whose mailing address is 2350 Lakeside Blvd., Suite 800, Richardson, Texas 75082.

Texas Capital Bank, N.A. holds a promissory note signed by Steadman Farms, LLC. The promissory note is secured by a deed of trust lien against real property that includes the property described in Appendix A of this Declaration. The deed of trust lien is contained in the Deed of Trust (with Security Agreement and Assignment of Rents), recorded on December 18, 2012, as Document No. D212309025 modified and amended by that certain First Modification Agreement to Note and Deed of Trust, recorded on June 21, 2013, as Document No. D213160691, Official Public Records, Tarrant County, Texas.

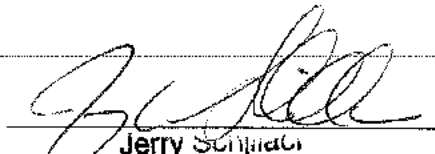
By signing this instrument, Texas Capital Bank, N.A., consents to the recording of the Declaration of Covenants, Conditions & Restrictions for Steadman Farms, which will not be extinguished by foreclosure of any lien assigned to or for the benefit of Texas Capital Bank, N.A., or its trustees, successors, and assigns.

SIGNED on the \_\_\_\_ day of April, 2014.

## LIENHOLDER

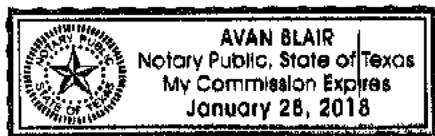
Texas Capital Bank, N.A.

By:

  
Jerry Schillaci  
Senior Vice President

THE STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

*SVP* This instrument was acknowledged before me on the 20<sup>th</sup> day of May, 2014, by Jerry Schillaci of Texas Capital Bank, N.A., on behalf of the financial institution.



  
Notary Public, The State of Texas

## PART 4 - EXHIBIT A-4

LIENHOLDER'S CONSENT TO  
SF COVENANT

Bloomfield Homes, L.P., is a Texas limited partnership whose mailing address is 1050 E. Highway 114, Suite 210, Southlake, Texas 76092.

Bloomfield Homes, L.P. holds a deed of trust lien contained in the Deed of Trust and Security Agreement, recorded on December 18, 2012, as Document No. D212309027, in the Official Public Records of Tarrant County, Texas ("*Deed of Trust*"). The Deed of Trust secures payment of the obligations described in the Deed of Trust, as well as that certain Contract of Sale dated effective as of November 30, 2012, by and between Hanover Property Company, LLC as Seller and Bloomfield Homes, L.P. as Purchaser (collectively, "*Obligations*"). The Obligations are secured by the Deed of Trust lien against real property that includes the property described in Appendix A of this Declaration.

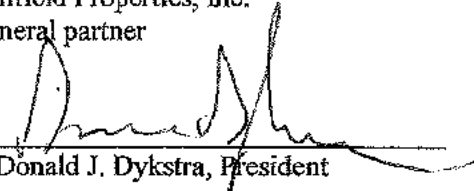
By signing this instrument, Bloomfield Homes, L.P., consents to the recording of the Declaration of Covenants, Conditions & Restrictions for Steadman Farms, which will not be extinguished by foreclosure of any lien assigned to or for the benefit of Bloomfield Homes, L.P., or its trustees, successors, and assigns.

SIGNED on the 25<sup>th</sup> day of April, 2014.

## LIENHOLDER

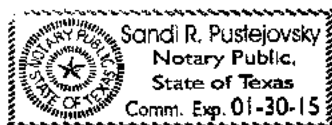
**Bloomfield Homes, L.P.**  
a Texas limited partnership

By: Bloomfield Properties, Inc.  
its general partner

By:   
Donald J. Dykstra, President

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on the 25<sup>th</sup> day of April, 2014, by Donald J. Dykstra, President, of Bloomfield Properties, Inc., in its capacity as general partner of Bloomfield Homes, L.P., on behalf of the limited partnership.



  
Notary Public, The State of Texas



## PART 4 - EXHIBIT A-5

LIENHOLDER'S CONSENT TO  
SF COVENANT

First Texas Homes, Inc., is a Texas corporation whose mailing address is 500 Crescent Court, Suite 350, Dallas, Texas 75201.

First Texas Homes, Inc. holds a deed of trust lien contained in the Deed of Trust and Security Agreement, recorded on December 18, 2012, as Document No. D212309027, in the Official Public Records of Tarrant County, Texas ("*Deed of Trust*"). The Deed of Trust secures payment of the obligations described in the Deed of Trust, as well as that certain Contract of Sale dated effective as of November 30, 2012, by and between Hanover Property Company, LLC as Seller and First Texas Homes, Inc. as Purchaser (collectively, "*Obligations*"). The Obligations are secured by the Deed of Trust lien against real property that includes the property described in Appendix A of this Declaration.

By signing this instrument, First Texas Homes, Inc., consents to the recording of the Declaration of Covenants, Conditions & Restrictions for Steadman Farms, which will not be extinguished by foreclosure of any lien assigned to or for the benefit of First Texas Homes, Inc., or its trustees, successors, and assigns.

SIGNED on the 30 day of April, 2014.

## LIENHOLDER

First Texas Homes, Inc.  
a Texas corporation

By: 

~~Randall Van Wolfswinkel, President~~  
Keith Handesty Division President

THE STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 30 day of April, 2014, by Randall Van Wolfswinkel, President First Texas Homes, Inc., on behalf of the corporation.



  
Notary Public, The State of Texas

After Recording Return To:

Scott J. Conrad  
Shackelford, Melton, McKinley & Norton, LLP  
3333 Lee Parkway  
10<sup>th</sup> Floor  
Dallas, Texas 75219

AFTER RECORDING RETURN TO:

Scott J. Conrad

## PART 4 - EXHIBIT A-2

LIENHOLDER'S CONSENT TO  
SF COVENANT

HMH Lifestyles, L.P., is a Texas limited partnership, d/b/a Rendition Homes, whose mailing address is 9001 Airport Freeway, Suite 400, North Richland Hills, Texas 76180.

HMH Lifestyles, L.P. holds a deed of trust lien contained in the Deed of Trust and Security Agreement, recorded on December 18, 2012, as Document No. D212309026, modified and amended by that certain First Amendment to Deed of Trust and Security Agreement, recorded on April 15, 2013, as Document No. D2130094529, both in the Official Public Records of Tarrant County, Texas ("*Deed of Trust Lien*"). The Deed of Trust secures payment of the obligations described in the Deed of Trust, as well as that certain Contract of Sale dated effective as of November 7, 2012, by and between Hanover Property Company, LLC as Seller and HMH Lifestyles, L.P. as Purchaser (collectively, "*Obligations*"). The Obligations are secured by the Deed of Trust Lien against real property that includes the property described in Appendix A of this Declaration.

By signing this instrument, HMH Lifestyles, L.P., consents to the recording of the Declaration of Covenants, Conditions & Restrictions for Steadman Farms, which will not be extinguished by foreclosure of any lien assigned to or for the benefit of HMH Lifestyles, L.P., or its trustees, successors, and assigns.

SIGNED on the 24<sup>th</sup> day of April, 2014.

## LIENHOLDER

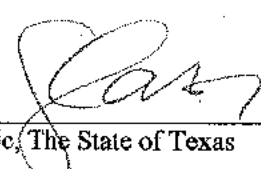
HMH Lifestyles, L.P.  
a Texas limited partnership

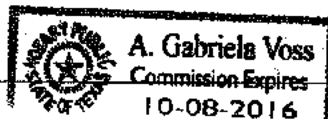
By: BNMJR, Inc.  
its general partner

By:   
B. Nelson Mitchell, Jr., President

THE STATE OF TEXAS   §  
                                     §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on the 24 day of April, 2014, by B. Nelson Mitchell, Jr., President, of BNMJR, Inc., in its capacity as general partner of HMH Lifestyles, L.P., on behalf of the limited partnership.

  
Notary Public, The State of Texas



## PART 4 - EXHIBIT A-3

LIENHOLDER'S CONSENT TO  
SF COVENANT

Gehan Homes, Ltd. is a Texas limited partnership whose mailing address is Two Addison Circle, 15725 North Dallas Parkway, Suite 300, Addison, Texas 75001.

Gehan Homes, Ltd. holds a deed of trust lien contained in the Deed of Trust and Security Agreement, recorded on December 18, 2012, as Document No. D212309026, modified and amended by that certain First Amendment to Deed of Trust and Security Agreement, recorded on April 15, 2013, as Document No. D2130094529, both in the Official Public Records of Tarrant County, Texas ("**Deed of Trust Lien**"). The Deed of Trust secures payment of the obligations described in the Deed of Trust, as well as that certain Contract of Sale dated effective as of November 9, 2012, by and between Hanover Property Company, LLC as Seller and Gehan Homes, Ltd. as Purchaser (collectively, "**Obligations**"). The Obligations are secured by the Deed of Trust Lien against real property that includes the property described in Appendix A of this Declaration.

By signing this instrument, Gehan Homes, Ltd., consents to the recording of the Declaration of Covenants, Conditions & Restrictions for Steadman Farms, which will not be extinguished by foreclosure of any lien assigned to or for the benefit of Gehan Homes, Ltd., or its trustees, successors, and assigns.

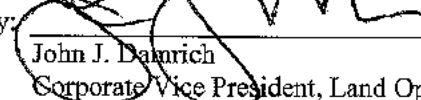
SIGNED on the 28<sup>th</sup> day of April, 2014.

## LIENHOLDER

**Gehan Homes, Ltd.**

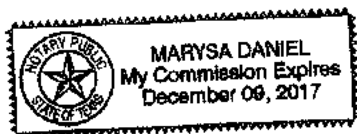
a Texas limited partnership

By: Gehan Homes I, Inc.  
its general partner

By:   
John J. Damrich  
Corporate Vice President, Land Operations

THE STATE OF TEXAS   §  
                                  Travis   §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 28<sup>th</sup> day of April, 2014, by John J. Damrich, Corporate Vice President, Land Operations of Gehan Homes I, Inc., in its capacity as general partner of Gehan Homes, Ltd., on behalf of the limited partnership.



  
Notary Public, The State of Texas