

SUNDANCE COVE HOMEOWNERS ASSOCIATION, INC.

**Directors' Resolution Appointing Officers and
Adopting Bylaws and ACA Standards**

Effective Date: December 30, 2022

The undersigned members of the Board of Directors (the “**Directors**”) of SUNDANCE COVE HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation (the “**Corporation**”), being all such Directors, pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Sundance Cove recorded as Document No. RP-2022-601351 in the Official Public Records of Harris County, Texas (as amended and supplemented from time to time, the “**Declaration**”), do hereby waive any and all requirements for the holding of a meeting, if any such requirements would otherwise apply, and by authority under the Declaration, the Certificate of Formation of the Corporation (the “**Certificate**”), do hereby take the following actions and adopt the following resolutions by signing their written consent hereto:

1. Appointment of Officers.

RESOLVED, that the following named persons are hereby appointed as the officers of the Corporation to serve at the pleasure of the Directors and Meritage Homes of Texas, LLC, an Arizona limited liability company, as “Declarant”, in accordance with the Declaration and the Bylaws of the Corporation (the “**Bylaws**”) until removed and replaced, as provided for in the Declaration and the Bylaws:

NAME/OFFICE	ADDRESS
Josh Penton, President	3250 Briarpark Drive, Ste 100, Houston, Texas 77042
Christopher Barnes, Vice President and Secretary	3250 Briarpark Drive, Ste 100, Houston, Texas 77042
Anthony Perez, Treasurer	3250 Briarpark Drive, Ste 100, Houston, Texas 77042

2. Adoption of Bylaws.

RESOLVED, that the Bylaws attached hereto as Exhibit A are incorporated herein and are hereby adopted as the Bylaws of the Corporation, all in accordance with the Declaration, the Certificate and the Texas Business Organizations Code (the “Code”).

3. Adoption of ACA Standards.

RESOLVED, that the ACA Standards attached hereto as Exhibit B are incorporated herein and are hereby adopted as the “ACA Standards” (as defined in the Declaration) of the Corporation, all in accordance with the Declaration, the Certificate and the Code.

4. General.

RESOLVED, that each and every action effected or to be effected by the Directors or the officers, agents or representatives of the Corporation in connection with, pursuant to and substantially in accordance with the foregoing resolutions be, and each hereby is, authorized, ratified, confirmed and approved in all respects.

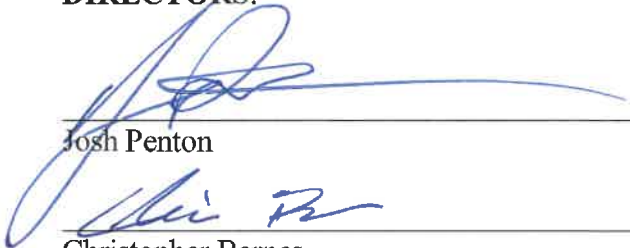
RESOLVED, that this instrument may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one instrument that is binding upon all of the parties hereto, notwithstanding that all parties are not signatories to the same counterpart. This instrument may be delivered by facsimile or electronic transmission. This instrument shall be considered to have been executed by a person if there exists a photocopy or electronic copy of an original hereof or of a counterpart hereof that has been signed by such person. Any photocopy or electronic copy of this instrument or a counterpart hereof shall be admissible into evidence in any proceeding as though the same were an original.

The undersigned Directors do hereby consent that the actions set forth in the foregoing resolutions shall have the same force and effect as if taken at a duly constituted meeting of the Directors of the Corporation, effective as of the date hereof, and direct that this instrument be filed with the minutes of the Corporation as part of the permanent records of the Corporation.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Resolution is dated and effective as of the date first written above.


DIRECTORS:



Josh Penton



Christopher Barnes



Anthony Perez

EXHIBIT A

BYLAWS

(See attached)

**BYLAWS
OF
SUNDANCE COVE HOMEOWNERS ASSOCIATION, INC.**

Article I

Name, Membership, and Definitions

Section 1. Name. The name of the Association is Sundance Cove Homeowners Association, Inc. (hereinafter referred to as the “**Association**”).

Section 2. Membership. The Association shall have members as more fully set forth in that recorded instrument titled “Declaration of Covenants, Conditions and Restrictions for Sundance Cove” (said instrument, as amended and supplemented, hereinafter referred to as the “**Declaration**”), the terms of which pertaining to membership are specifically incorporated by reference herein.

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

Article II

Association: Meetings, Quorum, Voting, Proxies

Section 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place as may be designated by the Board of Directors either in the community of Sundance Cove or as convenient to the Members as possible and practical. Meetings of the Association may also be held by means of a conference telephone or similar communications equipment, another suitable electronic communications system, including videoconferencing technology or the Internet, or any combination of those means, in accordance with Section 6.002 of the Texas Business Organizations Code.

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

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

Section 4. Notice of Meetings. It shall be the duty of the Secretary to send to the Owner of each Lot written notice of each annual or special meeting of the Association stating the purpose of the meeting, as well as the time and place where it is to be held. Such notice may be delivered personally, by mail, by facsimile, and to the extent expressly authorized by statute, by electronic message. If a Member desires that notice be given at an address other than the Lot, the Member shall provide the alternative address for the purpose of receiving notice in writing to the Secretary. Notice by facsimile must be sent to the facsimile number provided to the Association in writing by that Member. Notice shall be served not less than ten (10) nor more than sixty (60) days before a meeting. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail, first class postage pre-paid, addressed to the Member. If faxed, the notice shall be deemed to be delivered as of the date and time shown on a written confirmation that the facsimile was successfully transmitted. If sent by electronic message, the notice shall be deemed to be delivered as provided by applicable statute. The Board of Directors may use any other means to deliver a notice of a meeting that may become available with advancements in technology, provided that notice by such means is authorized by statute.

Section 5. Waiver of Notice. Waiver of notice of meeting of the Members shall be deemed the equivalent of

proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless objection to the calling or convening of the meeting is raised before the business (of which proper notice was not given) is put to a vote.

Section 6. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, either in person or by proxy, the presiding officer may adjourn the meeting and reconvene at a time not less than five (5) days and not more than thirty (30) days from the time the original meeting was called. If a time and place for reconvening the meeting is not fixed by those in attendance at such an adjourned meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed herein for a first called meeting. At such reconvened meeting, whether or not a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice provided that (a) at least five percent (5%) of the total votes of the Members as of the date of the meeting is present in person and/or by proxy; and, (b) any action taken shall be approved by at least a majority of all of the Members present, in person and/or by proxy, at such reconvened meeting.

Section 7. Voting. The voting rights of the Members shall be as set forth in the Declaration; provided that, all Members shall have the right to vote in the election of Directors and on any matter concerning the rights or responsibilities of Members. Members may vote in person, by proxy, by absentee ballot, or by electronic ballot.

Section 8. Proxies. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon (a) conveyance by the Member of the Member's interest in a Lot; (b) receipt of notice by the Secretary of the death or judicially declared incompetence of a Member; (c) receipt of written revocation; or, (d) expiration of eleven (11) months from the day of the proxy. In the event a Member executes more than one (1) proxy, the proxy with the most current date shall be valid. Proxies not delivered prior to the start of any meeting shall not be valid.

Section 9. Majority of Members. As used in these Bylaws, the term "majority of Members" shall mean those votes, Members, or any other group, as the context may indicate, totaling more than fifty percent (50%) of the total number.

Section 10. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of more than five percent (5%) of the total votes of the Members as of the time of the meeting shall constitute a quorum at all meetings of the Association.

Section 11. Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary, or another person designated by the Secretary, shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 12. Action Without a Meeting. To the extent allowed by applicable law, any action which may be taken or is required to be taken at a meeting of the Association may be taken without a meeting if written consent is signed by Members holding the number of votes necessary to approve the action at a meeting. The written consent must (a) set forth the action to be taken and (b) be executed by the required number of Members as of the effective date set forth in the written consent. Any written consent adopted in accordance with this section shall have the same force and effect as a unanimous vote of the Members.

Article III

Board of Directors: Number, Powers, Meetings

Section 1. Governing Body: Composition. The affairs of the Association shall be governed by a Board of

Directors. Except as provided in Section 2 of this Article, each Director shall be a Member. With the exception of Declarant, not more than one (1) representative of a particular corporation or other entity that is a Member may serve on the Board at any given time. A Member is not eligible to serve on the Board of Directors if the Member has been convicted of a felony or crime involving moral turpitude and there is written, documented evidence of such a conviction from a database or other record maintained by a governmental law enforcement authority.

Section 2. Directors During Development Period. Except as provided in Section 5 of this Article, the Directors shall be selected by the Declarant, acting in its sole discretion, and shall serve at the pleasure of the Declarant during the Development Period, as defined in the Declaration, unless the Declarant shall earlier surrender its right to select Directors. The Directors selected by the Declarant need not be Owners or residents in Sundance Cove. Following the termination of the Development Period or the earlier surrender of Declarant's right to select Directors, all Directors must be Members of the Association.

Section 3. Number of Directors. During the Development Period, the Association shall be governed by a Board of Directors consisting of three (3) persons. Upon the expiration of the Development Period, the Association shall continue to be governed by a Board of Directors consisting of three (3) persons unless, at the first meeting of the Members held after the expiration of the Development Period, a majority of the Members present at such meeting vote to increase the number of positions on the Board to five (5).

Section 4. Candidates for Election to the Board. All Members have the right to run for a position on the Board of Directors. Each year, at least sixty (60) days prior to the date of the annual meeting of the Members, the Association shall send notice to all Members of the number of positions on the Board to be filled by election at the upcoming annual meeting and the right of all Members to run for a position on the Board. The notice shall specify a date by which a Member must submit his/her name as a candidate for election to the Board, together with biographical information. The Association must be notified by the Member who desires to run for a position on the Board, not another Member, to confirm the Member's desire to run for election and to serve on the Board. All Members who notify the Association by the stipulated deadline shall be candidates whose names and biographical information shall be included in the notice of annual meeting sent to all Members. A Member who does not submit his/her name by the deadline set forth in the Association's notice may thereafter notify the Association of his/her desire to run for election to the Board and, in that event, the Member shall be a candidate for election to the Board. However, the Association shall not be obligated to send a supplemental notice to all Members advising of the names and biographical information of any candidates who submit their names and biographical information after the deadline in the Association's notice. Provided that, if any notice is thereafter sent or published by the Association which includes a list of candidates for election to the Board, the list shall include the names of all candidates. Nominations for election to the Board shall not be made by a nominating or other committee of the Association. A Member may notify the Association of the Member's desire to run for election to the Board of Directors at any time prior to the date that voting in the election ceases. Nomination for election to the Board shall not be permitted from the floor at the annual meeting.

Section 5. Election and Term of Office. Notwithstanding any other provision set forth herein, not later than one hundred twenty (120) days after seventy-five percent (75%) of the Lots in Sundance Cove have been conveyed to Owners other than Declarant, one-third (1/3) of the Board must be elected by Members other than Declarant. The term of the person elected to the Board by Owners other than Declarant shall continue in effect until the first meeting of the Members held after the expiration of the Development Period. If, at the first meeting of the Members held after the expiration of the Development Period, the Members do not vote to increase the number of positions on the Board to five (5), one (1) Director shall be elected for a term of one (1) year and two (2) Directors shall be elected for a term of two (2) years each. If, at the First Meeting of the Members held after the expiration of the Development Period, the Members vote to increase the number of positions on the Board to five (5), two (2) Directors shall be elected for a term of one (1) year each and three (3) Directors shall be elected for a term of two (2) years each. At each annual meeting thereafter, the Members shall elect the number of Directors necessary to fill the positions on the Board whose terms expire as of such annual meeting, each to serve a term of two (2) years. With respect to all positions on the Board of Directors to be filled by the vote of the Members other than Declarant, the candidates receiving the highest number of votes shall be elected to fill such positions.

Section 6. Removal of Directors. Any Director elected by the Members or appointed to serve on the Board (except a person appointed by Declarant) may be removed from the Board, with cause, by the affirmative vote of a majority of the total number of votes of the Members present and voting at a special meeting called for that purpose or at an annual meeting at which a quorum is present. The provisions of Article II, Section 6, which reduce the quorum requirement for an adjourned meeting, shall not be applicable to an adjourned meeting originally called for the purpose of considering the removal of a Director. “Cause”, as it relates to a basis for the removal of a Director, means a failure to comply with a material provision in the governing documents of the Association after notice and a demand for compliance from the Association; the determination of non-compliance with a material provision in the governing documents of the Association and the decision to send a notice and demand for compliance must be approved by not less than a majority of the remaining Directors. In the event of the removal of a Director, a successor for the removed Director shall be elected by a majority vote of the Members voting at the meeting at which the Director was removed. A Director whose removal is proposed shall be given at least ten (10) days written notice of the call of the meeting and the purpose of the meeting; the Director whose removal is proposed shall be given the opportunity to be heard at the meeting. Provided that, if the Board is presented with written documented evidence from a database or other record maintained by a governmental law enforcement authority that a Board member has been convicted of a felony or crime involving moral turpitude, the Board member is immediately ineligible to serve on the Board and shall, therefore, be immediately removed. Any Director may be removed by a vote of a majority of the remaining Directors as the result of the Director’s failure, without just cause, to attend three (3) consecutive, regularly scheduled meetings of the Board of Directors. “Just cause” means any event that, in the reasonable, good faith judgment of the Board, prevents a Director from attending a meeting and includes, without limitation, death or serious injury to a member of the Director’s family or other person with whom the Director has a long-term relationship, a mental or physical ailment or impairment that prevents the Director from attending a meeting, and any mandatory business engagement related to the Director’s livelihood and/or employment. Vacancies on the Board caused by reasons other than removal by a vote the Members shall be filled by the remaining Directors. A Director elected or appointed to fill a vacancy on the Board shall serve the unexpired term of his predecessor.

Section 7. Voting Procedure for Directors. The election of the Board of Directors shall be conducted at the annual meeting of the Association. At such election, the Members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Voting for Directors shall be by written ballot unless there is only one (1) candidate for a position on the Board, in which event the candidate may be elected by acclamation.

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

- a. by certified mail, return receipt requested or by delivery by the U.S. Postal Service with signature confirmation service to the Association’s mailing address as reflected on the last recorded management certificate; or
- b. in person to the Association’s managing agent as reflected on the last recorded management certificate or to the address to which absentee ballots and proxy ballots were mailed.

Upon the receipt of a timely request for a recount, the Association shall, at the expense of the Member requesting the recount, retain the services of a qualified person to perform the recount. The Association shall enter into a contract for the services of a person who is not a Member of the Association or related to a member of the Board of Directors of the Association within the third degree by blood or marriage and is a:

- i. current or former county judge;
- ii. current or former county elections administrator;

- iii. current or former justice of the peace;
- iv. current or former county voter registrar; or
- v. person agreed on by the Association and the Member requesting the recount.

A recount must be performed on or before the 30th day after the date of receipt of the request and payment for the recount. If the recount changes the results of the election, the Association shall reimburse the Member for the cost of the recount. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by the recount.

Section 9. Regular Meeting. Regular meetings of the Board of Directors may be held at such time, date, and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of each regular meeting shall be given to all Members as required by law. The Board of Directors may participate in and hold a regular or special meeting by means of:

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

Participation in a meeting by conference telephone or similar communication or video conferencing technology or the Internet shall constitute presence in person at such meeting except where a Director participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. Provided that, without prior notice to the Members, the Board may take action only on routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that required immediate Board action. Any action taken without notice to the Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. Provided further that, the Board may not take action without prior notice to the Members on any matter prohibited by law to be taken without prior notice to the Members.

Section 10. Special Meeting. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) Directors. The notice shall specify the date, time, and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by anyone of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by facsimile, or (d) if authorized by statute, by email. All such notices shall be given or sent to the Director's address, email, or facsimile number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox, at least four (4) days before the time set for the meeting. Notices given by personal delivery, email, or facsimile shall be delivered or given at least four (4) days before the time set for the meeting. The provisions in Article III, Section 11, relating to notice to the Members shall be applicable to a special meeting of the Board of Directors.

Section 11. Notice of Board Meetings. The Board of Directors shall give Members notice of Board meetings

(regular and special), including the date, hour, place, and general subject of the Board meeting, including a general description of any matter to be brought up for deliberation in closed executive session. A notice of meeting shall be:

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

It is a Member's duty to register and keep an updated email address with the Association.

Section 12. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice thereof.

Section 13. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the vote of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue and business may be transacted, notwithstanding the withdrawal of Directors during the meeting, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, either in person or by proxy, the President may adjourn the meeting and reconvene at a time not less than five (5) days and not more than thirty (30) days from the time the original meeting was called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to the Directors in the manner prescribed for the original meeting. At such reconvened meeting, whether or not a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice, provided that any action taken shall be approved, in writing, by at least a majority of the Directors required to constitute a quorum at the original meeting.

Section 14. Compensation. No Director shall receive any compensation from the Association for acting in such capacity. However, Directors may be reimbursed for out-of-pocket expenses incurred on Association business. Directors may receive compensation from the Association when taking action at the request of the Association other than in the capacity of Director.

Section 15. Conduct of Meetings. A chairperson shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

Section 16. Open Meetings. All meetings of the Board of Directors shall be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board of Directors. Provided that, if a Member unreasonably disrupts a meeting of the Board of Directors or repeatedly interrupts the discussion between Directors, the Board of Directors shall have the authority, after an initial warning, to cause that Member to be removed from the meeting.

Section 17. Executive Session. The Board of Directors may adjourn a regular or special meeting and reconvene in a closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual Members, and matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made in executive session shall be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual Members, violating any privilege, or disclosing any information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

Section 18. Action Without a Formal Meeting. Any routine or administrative matter or matter involving a reasonably unforeseen emergency may be taken without a meeting if a written consent, stating the action to be taken, is signed by the number of Directors necessary to take that action at a meeting at which all of the Directors are present and voting. The consent must state the date of each Director's signature. Any such action must be summarized orally including an explanation of any known actual or estimated expenditures approved, and documented in the minutes of the next regular or special Board meeting.

Section 19. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Certificate of Formation of the Association, or these Bylaws directed to be done and exercised exclusively by the Members.

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

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

- (a) Preparing and adopting an annual budget, in which there shall be established the contribution of each Member to the common expenses;
- (b) Levying assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments, if any, of the annual assessment. Unless otherwise determined by the Board of Directors, the annual assessment shall be collected annually in advance.
- (c) Providing for the operation, care, upkeep, and maintenance of all of the Common Areas.
- (d) Designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Common Areas and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties.
- (e) Collecting the assessments, depositing the proceeds thereof in a bank depository, which it shall approve, and using the proceeds to administer the Association.
- (f) Making and amending rules and regulations for the Association.
- (g) Opening bank accounts on behalf of the Association and designating the signatories required.
- (h) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of the Common Area in accordance with the other provisions of the Declaration and these Bylaws, after

damage or destruction by fire or other casualty.

- (i) Enforcing, by legal means, the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings, which may be instituted on behalf of or against the Members concerning the Association.
- (j) Obtaining and carrying insurance against casualties and liabilities, including directors' and officers' liability insurance, as provided in the Declaration, and paying the premium cost thereof.
- (k) Paying the cost of all services rendered to the Association or its Members and not directly chargeable to Members.
- (l) Keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. All books and records shall be kept in accordance with generally accepted accounting practices, and shall be available as required by Texas law.
- (m) Providing, upon request, information to Members, mortgagees and prospective purchasers of Lots concerning, by way of example and not in limitation, the status of the Association, the status of payment of assessments and related charges on a Lot and the status of compliance with the provisions of the Declaration, and charging a reasonable fee sufficient to cover the expense associated with providing such information.
- (n) Charging a reasonable fee sufficient to cover the expense associated with changing the records of the Association upon the transfer of title to a Lot.
- (o) Adopting policies and procedures deemed necessary and appropriate for the administration of the Association and the conduct of the Directors and officers of the Association, the employees of the Association, if any, and persons serving on behalf of the Association in volunteer capacities.

Section 20. Management Agent.

- (a) The Board of Directors may employ for the Association a professional management agent or agents, or manager, at a compensation rate established by the Board of Directors, to perform such duties and services, as the Board of Directors shall authorize. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.
- (b) If a managing agent or manager is hired, the following management standards of performance will be followed, unless the Board, by resolution, determines otherwise:
 - (i) Two (2) or more persons shall be responsible for handling cash, or its equivalent, in order to maintain adequate financial control procedures;
 - (ii) Cash accounts of the Association shall not be commingled with any other accounts;
 - (iii) No remuneration shall be accepted by the manager or managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise;
 - (iv) Any financial or other interest which the managing agent or manager may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors; and

- (v) A quarterly or more frequent financial report, as may be determined by the Board, shall be prepared for the Association containing:
- (1) an income statement reflecting all income and expense activity for the preceding three (3) months;
 - (2) an account activity statement reflecting all receipt and disbursement activity for the preceding three (3) months;
 - (3) a budget comparison report reflecting the status of all income and expense accounts in an “actual” versus “projected” budget format;
 - (4) a balance sheet reflecting account balances as of the end of the previous three (3) months (this balance sheet shall include an aged receivables report or other report deemed appropriate by the Treasurer);
 - (5) a balance sheet as of the last day of the Association's fiscal year and an operating statement for said fiscal year which shall be distributed within ninety (90) days after the close of any fiscal year to the Board;
 - (6) a budget report reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves of ten percent (10%) of a major budget category (as distinct from a specific line item in an expanded chart of accounts); and
 - (7) a delinquency report listing all Members who have been delinquent during the preceding three (3) month period in paying the assessments and who remain delinquent at the time of report, and describing the status of any action to collect such assessments which remain delinquent.

Article IV **Officers**

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

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

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

Section 4. **Powers and Duties.** The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The Chief Executive Officer of the Association shall be the President. The Treasurer shall have primary responsibility for the preparation of the budget, as provided for in the Declaration, and, with the approval of the Board of Directors, may delegate all or part of the preparation and notification duties to a finance committee, or a management agent.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

Section 7. Checks. All checks shall be signed by at least one (1) officer or Director or by such other person or persons as to be designated by the Board of Directors.

Section 8. Compensation. No officer shall receive any compensation from the Association for acting in such capacity.

Article V Committees

Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Such committees shall perform such duties and have such powers as may be provided in the resolution creating same. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Article VI Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors.

Section 2. Parliamentary Rules. Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Texas law, the Certificate of Formation, the Declaration, or these Bylaws.

Section 3. Conflicts. If there are conflicts or inconsistencies among the provisions of Texas law, the Declaration, the Certificate of Formation, these Bylaws, and/or any rules and regulations of the Association, the provisions of Texas law, the Declaration, the Certificate of Formation, the Bylaws, and the rules and regulations of the Association (in that order) shall prevail.

Section 4. Books and Records. Books and records of the Association shall be retained by the Association in accordance with the Association's Document Retention Policy. Each Member or Member's designated representative shall have a right to either inspect the requested books and records before obtaining copies or to have the Association forward copies of the requested books and records in accordance with the Association's recorded Records Production and Copying Policy. Provided that, this provision shall not require the Association to release or allow inspection of books and records that are not required by law to be released or inspected, as set forth in the Association's recorded Records Production and Copying Policy. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association. The right of inspection by a Director includes the right to make extra copies of documents at the reasonable expense of the Association; provided that, the Association shall not be obligated to bear the expense of providing more than one (1) copy of any document to a Director.

Section 5. Audit. An audit of the accounts of the Association shall be performed annually by a qualified, independent certified public accountant. Each annual audit shall be in accordance with generally accepted auditing

standards to obtain reasonable assurance that the Association's financial statements are free of material misstatements, to assess accounting principles used, and to evaluate the overall financial statement presentation. A more comprehensive audit may be performed in any given year as deemed necessary or appropriate by the Board.

Section 6. Indemnification. The Association shall indemnify every Director and Officer of the Association and members of any committee established by the Board of Directors against, and reimburse and advance to every Director, Officer and committee member for, all liabilities, costs and expenses' incurred in connection with such directorship or office and any actions taken or omitted in such capacity to the greatest extent permitted under the of the Texas Business Organizations Code and all other applicable laws at the time of such indemnification, reimbursement or advance payment; provided, however, no Director, Officer or committee member shall be indemnified for: (a) a breach of duty of loyalty to the Association or its Members; (b) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law; (c) a transaction from which such Director, Officer or committee member received an improper benefit, whether or not the benefit resulted from an action taken within the scope of directorship or office; or (d) an act or omission for which the liability of such Director, Officer or committee member is expressly provided for by statute.

Section 7. Amendment. During the Development Period and subject to any applicable provisions in the Declaration, the Declarant may amend these Bylaws without approval of the Board or any Members. These Bylaws may also be amended by the affirmative vote of a majority of the Members present, in person or by proxy, and voting at a meeting duly called for that purpose at which a quorum is present. Notwithstanding the foregoing, these Bylaws may be amended by the affirmative vote of a majority of the Board of Directors at a meeting of the Board of Directors duly called for that purpose if the amendment does not adversely affect any substantive rights of the Members. Provided further that, so long as Development Period exists, no amendment to the Bylaws approved by the Board or the Members shall become effective until approved and acknowledged in writing by Declarant.

EXHIBIT B

ACA STANDARDS

(See attached)

Sundance Cove

Residential Builder Guidelines
11/1/22

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Introduction

Sundance Cove is being developed as a master planned community that will feature single-family residences, landscaped green spaces and reserves.

The Residential Builder Guidelines ("Guidelines") that follow in this booklet are presented as a minimum set of development standards for construction of single-family residences. The intent is to provide a framework for design objectives and to provide community and overall quality throughout.

They are also aimed at providing an attractive and coordinated physical environment before, during and after construction.

These Guidelines are specifically to be used by the Builder and for review by the Architectural Review Committee ("ARC") to ensure that each residence constructed meets the standards listed within. This would include the theme, colors, placement, materials, fencing, repetition, drives, etc., to allow a uniform flow to the community. The ARC will review each single-family residential submittal prior to construction.

These Guidelines are supplemental to the Declaration of Covenants, Conditions and Restrictions for Sundance Cove and are to be used in the architectural review of Builder plan by the ARC. Non-compliance with these Guidelines is grounds for disapproval of plans by the ARC. The review and approval of plans constitutes conformance with the Guidelines and standards, and protective covenant and deed restrictions, but does not relieve the applicant from conformance to local, state and national codes, ordinances, and standards plus other design considerations not reviewed by the ARC. The Committee assumes no responsibility for structural integrity or for mechanical, electrical, and civil design with review of the above.

Pursuant to and in accordance with the Declaration, the ARC shall have the exclusive jurisdiction over the design, construction, modification, alteration, addition of all improvements within Sundance Cove with respect to their compliance with the architectural standards set forth in the Declaration, any dedicatory instrument, or the Guidelines. The ARC has the right to amend these Guidelines from time to time as it sees fit to comply with or meet changing market and consumer needs.

General Responsibilities

The following Guidelines are to provide a basis for design concepts, forms, and materials to create a pleasant living environment. The Guidelines are not intended to limit the creativity of the Builders in their design and construction. The design, however, should use acceptable materials and fit into the overall theme of the community.

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

To the extent that the Harris County, Texas ordinances, building code or regulation requires a more restrictive standard than the standards set forth in these Guidelines, the local government standards shall prevail. To the extent that any local government standard is less restrictive, the Guidelines shall prevail.

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

Builder shall comply with and warrant compliance with any and all applicable building codes, and rules and regulations in effect within the jurisdiction of any governmental agency including but not limited to City, County, State, MUD and EPA, etc. Codes, rules and regulations of the City or other agency with jurisdiction over Sundance Cove that exceed the requirements of these Guidelines shall supersede the Guidelines. Failure to maintain Lots, construction debris, streets, inlets, sandbags, silt, and construction fencing will result in Builders incurring fines.

Disclaimer

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

I. Site Plan Guidelines

A. General:

Prior to construction on any Lot each Builder shall become familiar with the required setbacks and regulations for the applicable City, County, and State.

B. Building Setbacks:

Building setbacks are determined by Lot Location and established by the Developer. Unless otherwise delineated on the recorded Plat for U.E. Setbacks.

1. Lot Types:

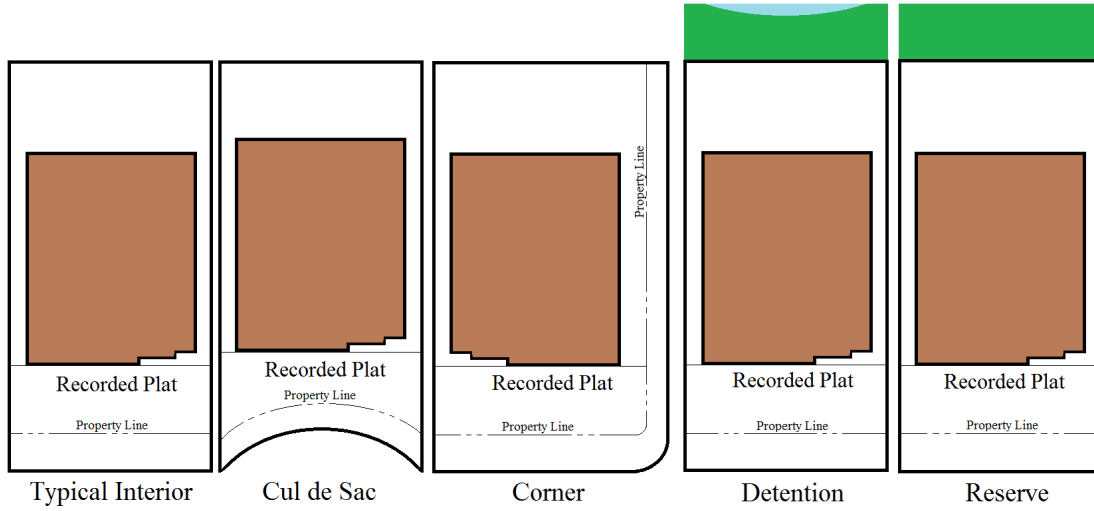
- a. Typical Lot: Lot with an adjacent Lot on each side
- b. Cul-de-Sac Lot: Lot which is at the end of a non-through street
- c. Corner Lot: Lot with an adjacent Lot on one side and a street on the other
- d. Detention/Reserve Lot: Lot which back or side a Detention or Reserve Area

Front Setback	
Typical Interior	25' or Recorded Plat
Cul-de-Sac	Recorded Plat
Corner	Recorded Plat
Detention/Reserve	Recorded Plat

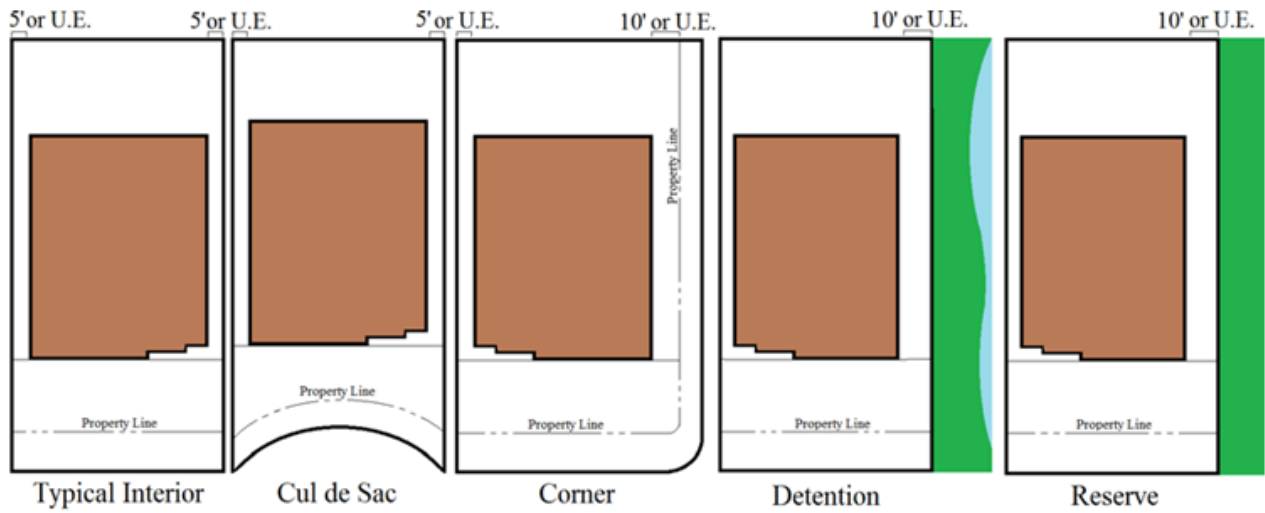
Side Setback	
Typical Interior	5' or U.E. (whichever is greater)
Cul-de-Sac	15' or U.E. (whichever is greater)
Corner Side	10' or U.E. (whichever is greater)
Detention/Reserve	10' or U.E. (whichever is greater)

Rear Setback	
Typical Interior	15'
Cul-De Sac	15'
Corner	15'
Detention/Reserve	20'

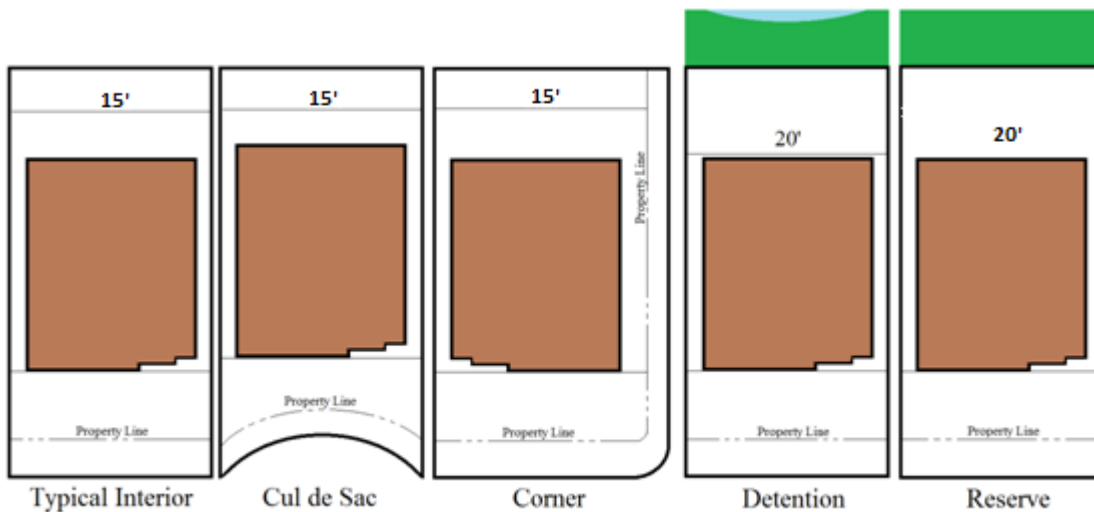
Front Setback Exhibit:



Side Setbacks Exhibit:



Rear Setback Exhibit:

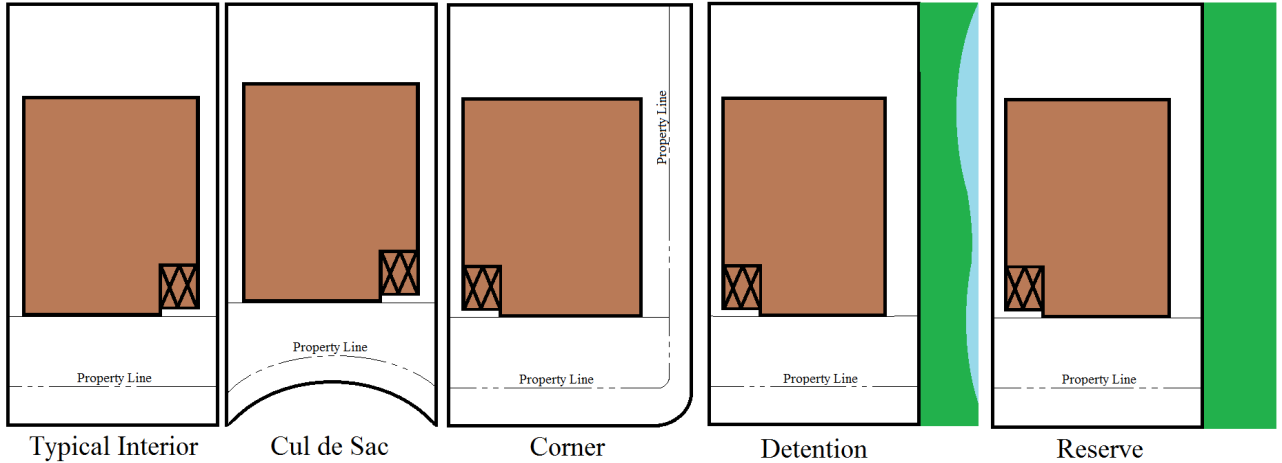


Lot Consolidation:

- Lot consolidation is PROHIBITED.

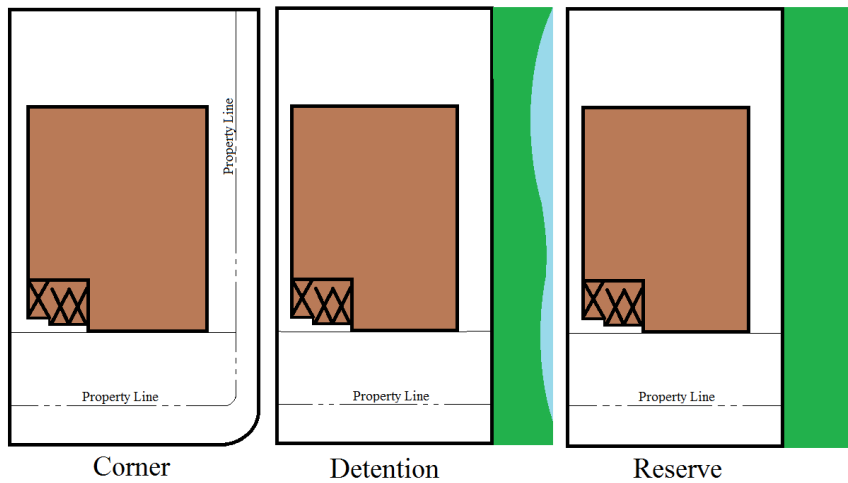
C. Garages:

1. All Lots must have a garage that accommodates a minimum of two (2) mid-size vehicles.
2. **Front Loaded Garages:** Garage Bays which face the R.O.W.
 - Must be located on the interior side of Corner, Detention and Reserve Lots.



3. Three Car Front Loaded Garages: All Garage Bays facing the R.O.W.

- Must be located on the interior side of Corner, Detention and Reserve Lots



- Garage Bay adjacent to the house must be setback three feet (3') from the front Elevation.

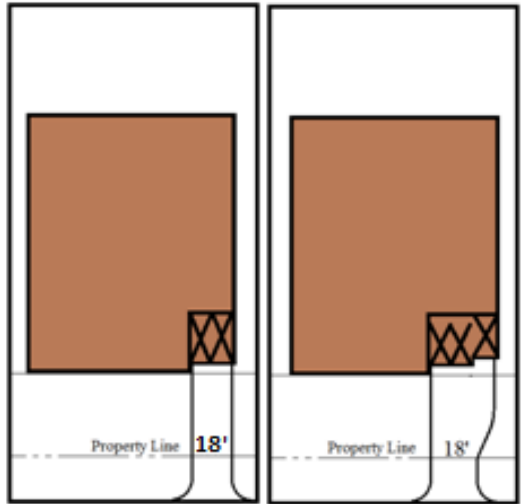
4. Carports: PROHIBITED

5. Garage Conversions: PROHIBITED

D. Driveways:

1. Refer to City Ordinances for Construction Guidelines and ADA requirements.
2. Maximum widths measured at the Front Property Line.

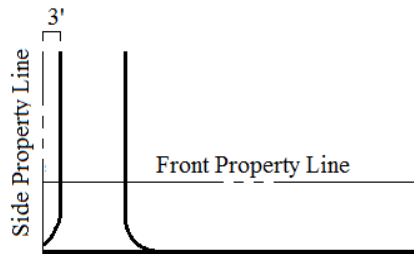
Maximum Widths:



3. **Driveways Prohibited:** Circular, Dual driveway

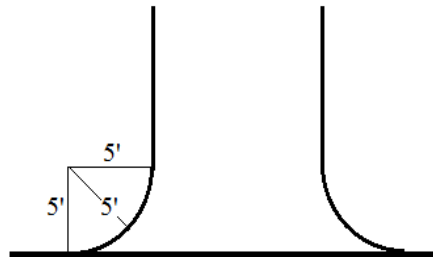
E. Driveway Side Setback:

- Minimum three feet (3') from the side Property Line



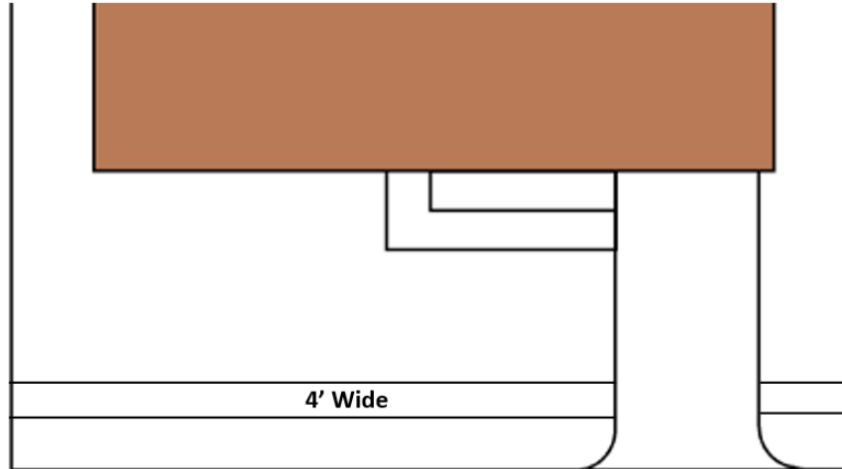
F. Driveway Radius:

- Minimum five feet (5')



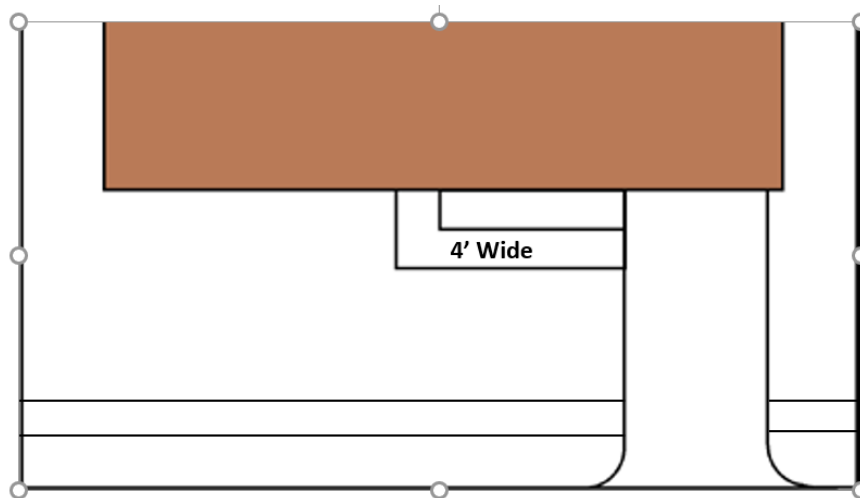
A. Sidewalks:

1. Refer to City Ordinances for Construction Guidelines and ADA requirements.
2. Four feet (4') wide concrete
3. Must be located four feet (4') from the back of the curb



B. Walkways

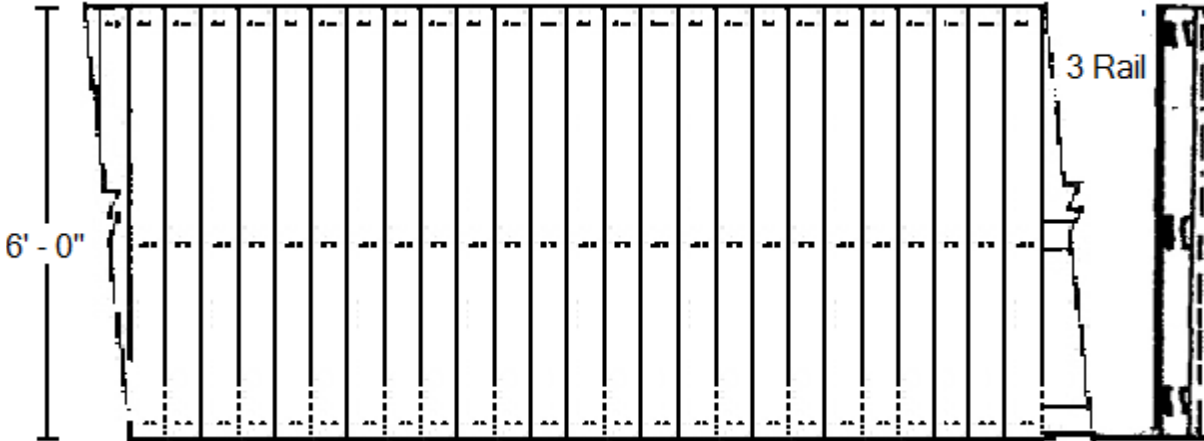
1. Four feet (4') wide concrete
2. Must lead from the front entry of the elevation to the driveway
3. Must not lead to the R.O.W.



Wood Fencing:

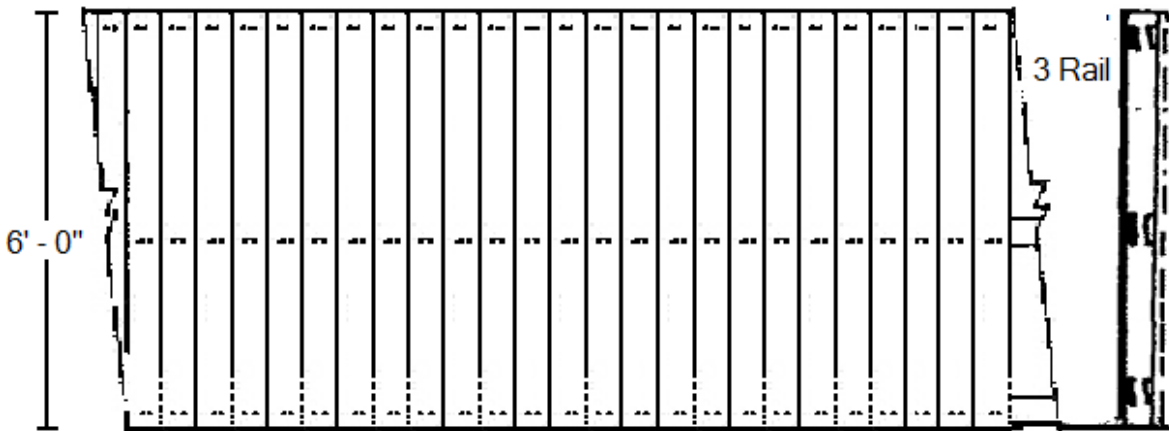
1. Good Side Wood:

- Six inch (6") by six foot (6') cedar pickets
- All good side pickets facing public view
- Three (3) rail



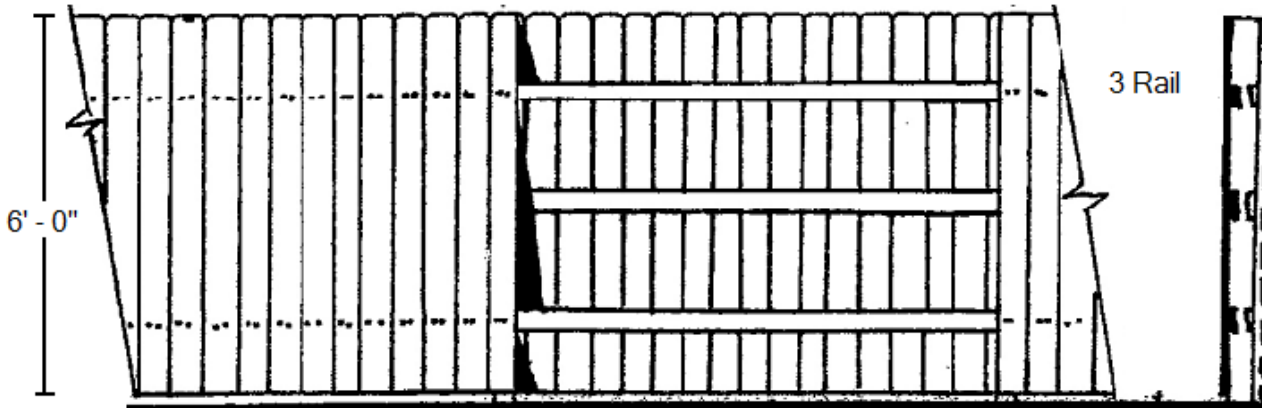
2. Good Side In Wood:

- Six inch (6") by six foot (6') cedar pickets
- All good side pickets facing interior side of a Lot
- Three (3) rail



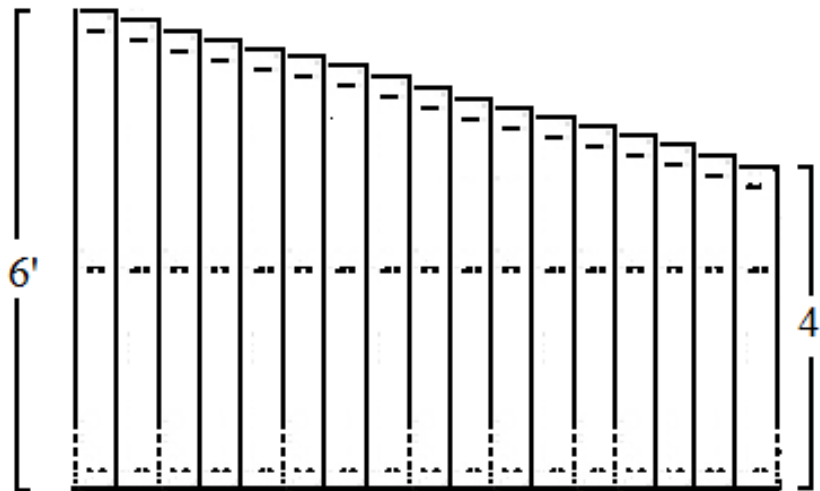
3. Good Neighbor Wood:

- Six inch (6") by six foot (6') cedar pickets
- Alternating panels of good side pickets
- Three (3) rail



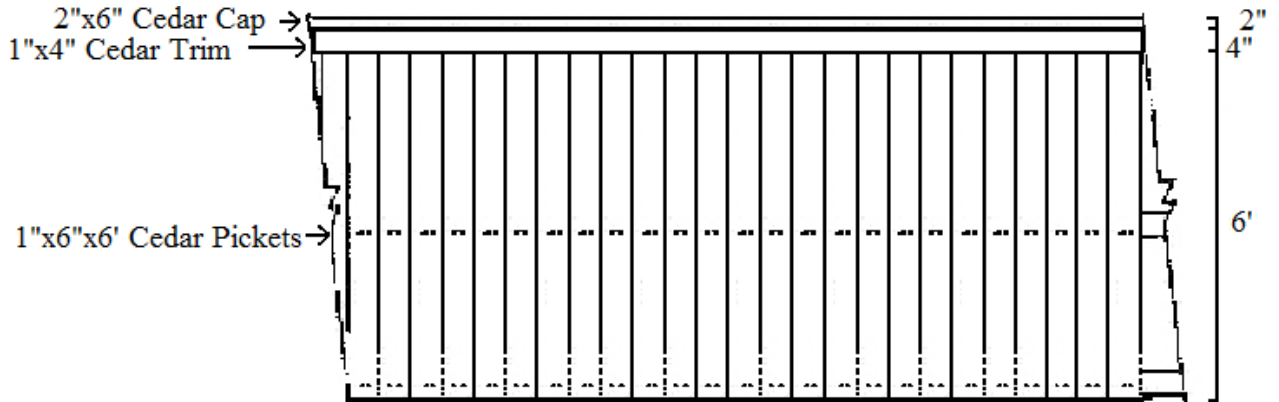
4. Transition Wood:

- Interior Side property line fencing for Lots with rear steel fencing
- Six inch (6") by six foot (6') cedar pickets
- All good side pickets
- Three (3) rail
- Transition from six feet (6') to four feet (4') within one fence panel



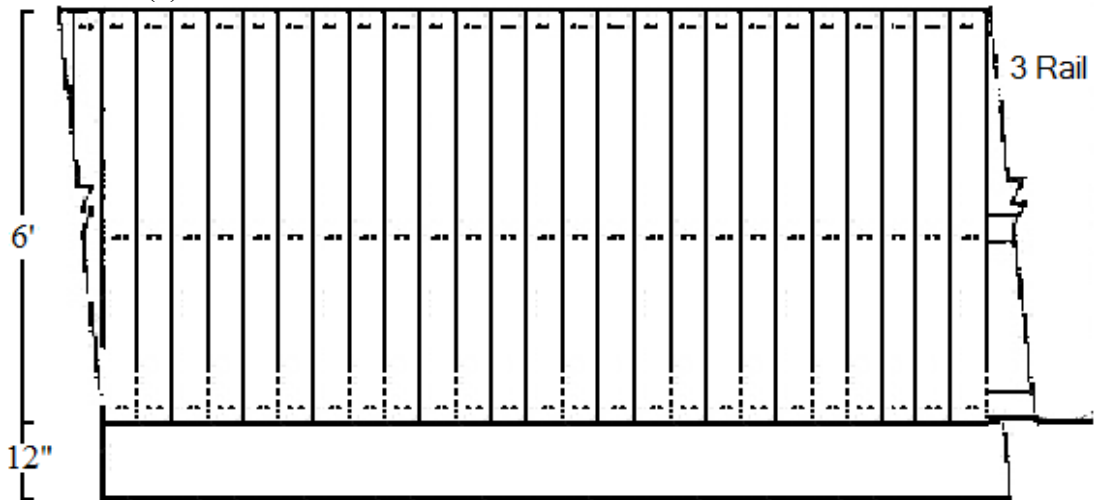
5. Upgraded Wood:

- Six inch (6") by six foot (6') cedar pickets
- All good side pickets facing public view
- Two inch (2") by six inch (6") cap
- One inch (1") by four inch (4") trim
- Three (3) rail



6. Perimeter Wood:

- Six inch (6") by six foot (6') cedar pickets
- All good side pickets facing public view
- Twelve inch (12") rot board
- Three (3) rail

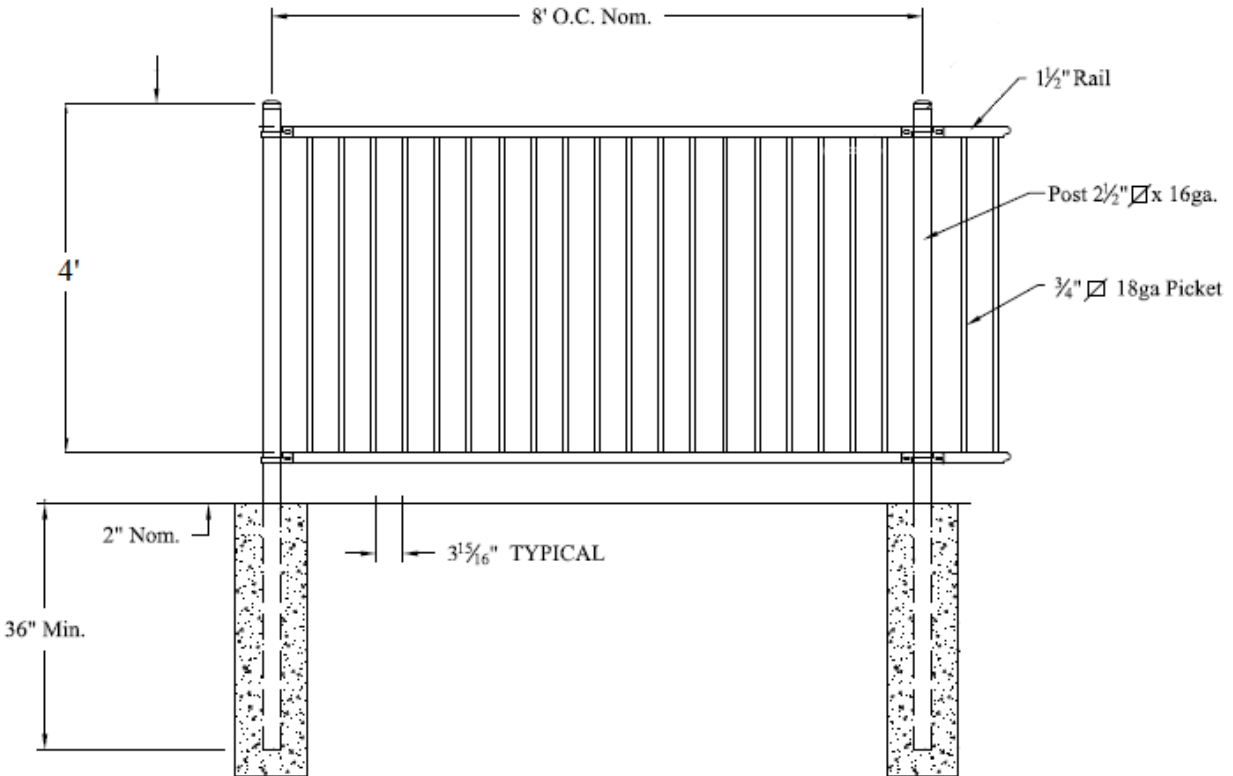


C. Wood Fence Stain:

- No stain allowed

D. Steel Fencing:

- Type: Ameristar Majestic Montage Plus
- Four foot (4')
- Two (2) rail
- Black



E. Gates:

1. Wood Gates:

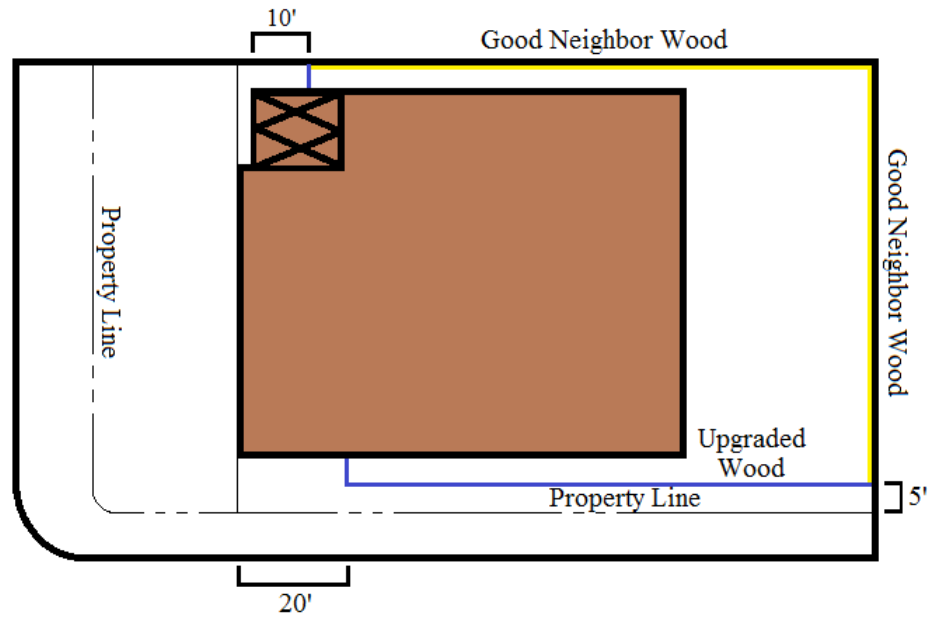
- a. Wood Gates on Wood Front Fences must be six foot (6') Good Side Out Wood
- b. Wood Gates are PROHIBITED on Steel Fences
- c. Wood Gates are PROHIBITED on Corner Side and Reserve Side fences

F. Fence Placement: Fencing type and placement is determined by Lot Location

1. Corner Lot Fencing: Lots siding a Side Street

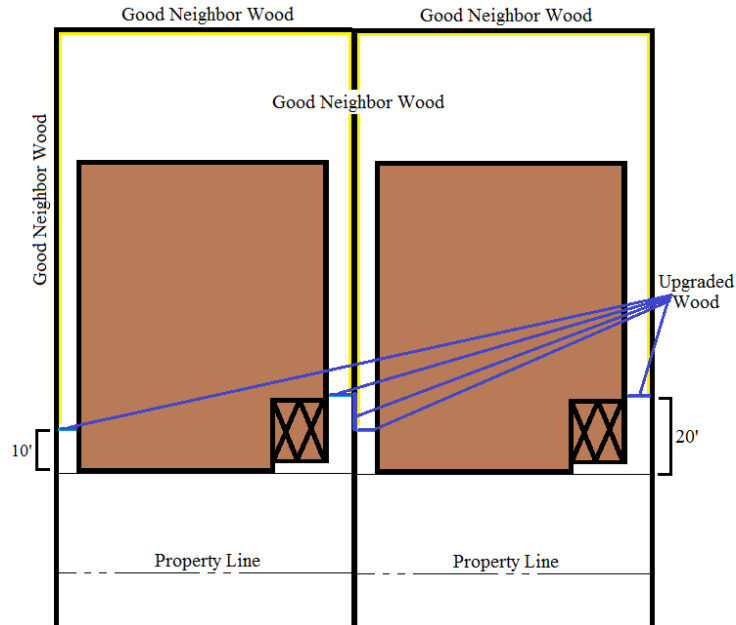
- a. **Corner Side Front Fence:** Fencing on the Corner Side of the Lot which faces the Front Property Line
 - Upgraded Wood
 - Setback a minimum of ten feet (10') to a maximum of twenty feet (20') from the closest front corner of the elevation

- b. **Interior Side Front Fence:** Fencing between the Lot and adjacent Lot which faces the Front Property Line
 - Upgraded Wood
 - Setback a minimum of ten feet (10') to a maximum of twenty feet (20') from the closest front corner of the elevation
 - Side fencing must be placed around existing trees as determined by the ARC.
- c. **Visible Front Fence:** Side Property Line fencing between adjacent Lots that is visible within Front R.O.W. public view
 - Upgraded Wood
 - Last Builder to construct fencing must finish Visible Fence to be Good Side Out.
- d. **Interior Non-Visible Fence:** Fencing along the interior Side and Rear Property Lines not visible within public view
 - Good Neighbor Wood
 - Must not exceed height of Corner Side Fencing
 - Fencing must be placed around existing trees as determined by the ARC.
- e. **Corner Side Street Fence:** Fencing on the Corner Side of the Lot which faces the Side Property Line
 - Upgraded Wood
 - Setback five feet (5') from the Corner Side Street Property Line



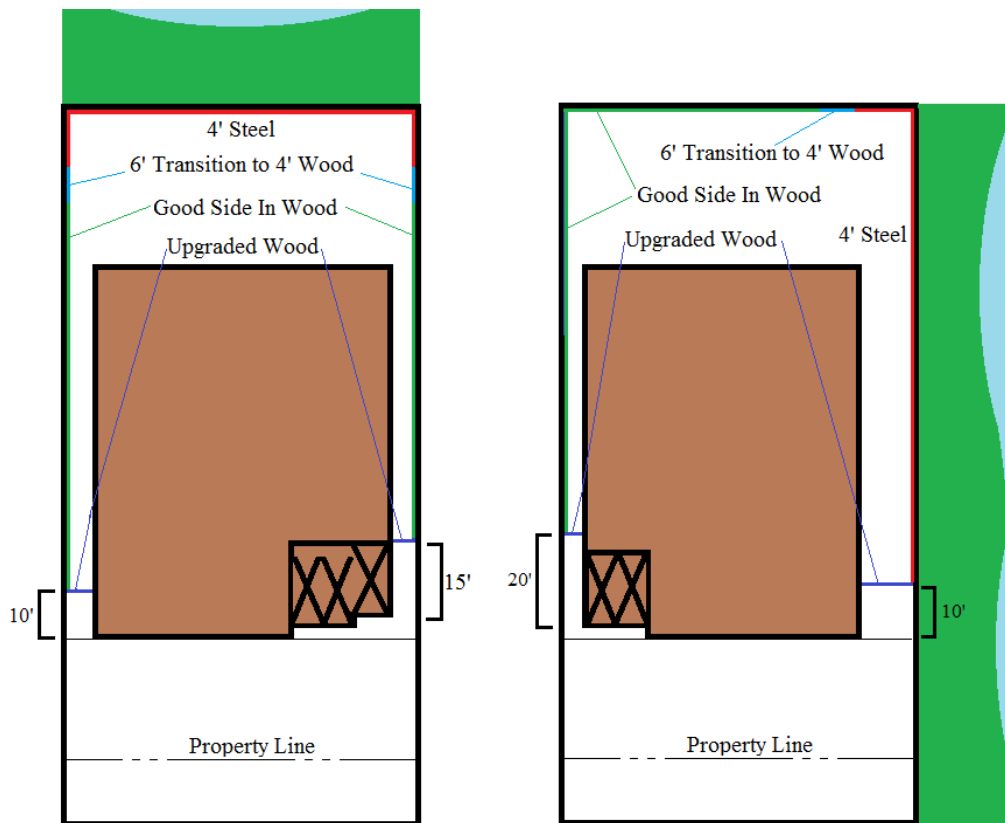
- 2. **Interior Lot Fencing:** Lots not backing or siding a Detention, Corner or Reserve
 - a. **Front Fence:** Fencing which faces the Front Property Line
 - Upgraded Wood
 - Setback a minimum of ten feet (10') to a maximum of twenty feet (20') from the closest front corner of the elevation
 - b. **Visible Front Fence:** Side Property Line fencing between adjacent Lots that is visible within Front R.O.W. public view.
 - Upgraded Wood
 - Last Builder to construct fencing must finish Visible Fence to be Good Side Out.

- c. **Interior Non-Visible Fence:** Fencing along the interior Side and Rear Property Lines not visible within public view
- Good Neighbor Wood
 - Must not exceed height of Perimeter, Corner Side, Reserve fencing
 - Side fencing must be placed around existing trees as determined by the ARC.



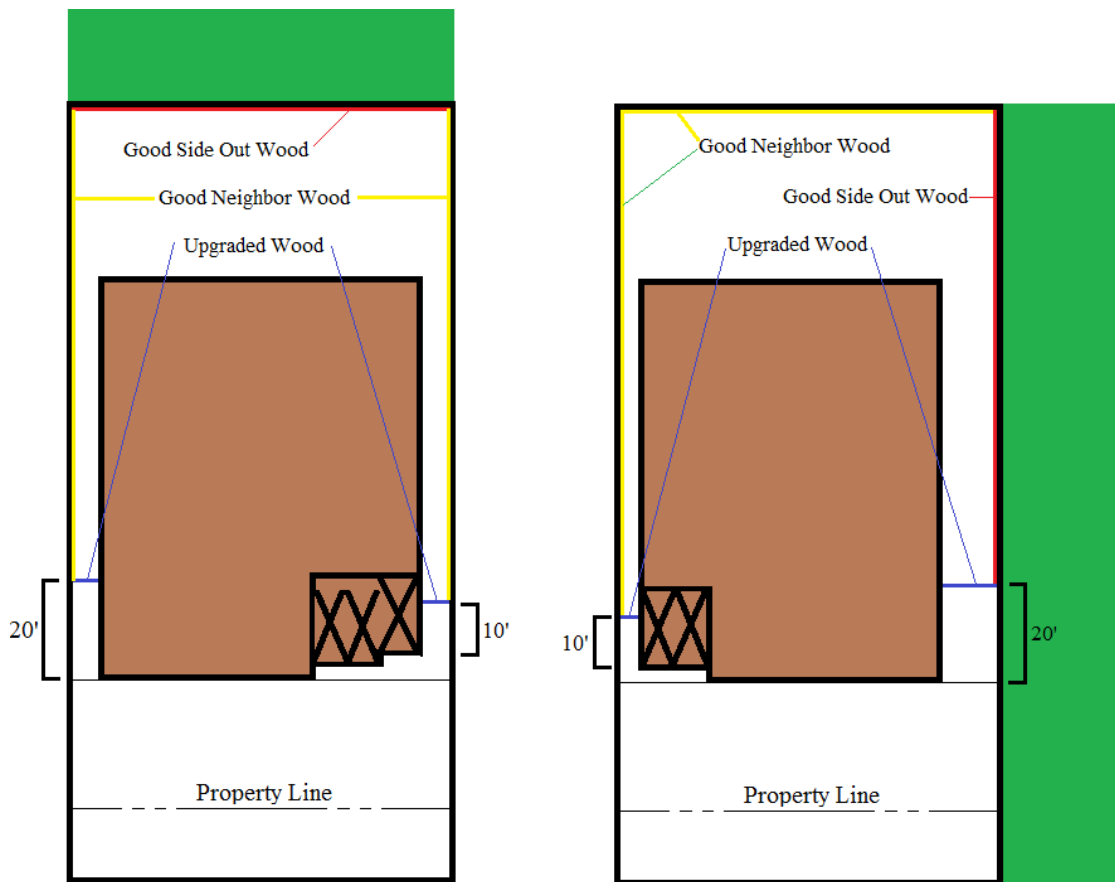
3. **Detention Lot Fencing:**

- a. **Front Fence:** Fencing which faces the Front Property Line
- Upgraded Wood
 - Setback a minimum of ten feet (10') to a maximum of twenty feet (20') from the closest front corner of the elevation
- b. **Visible Front Fence:** Side Property Line fencing between adjacent Lots that is visible within Front R.O.W. public view
- Upgraded Wood
 - Last Builder to construct fencing must finish Visible Fence to be Good Side Out.
- c. **Interior Visible Side Fence:** Side Property Line fencing between adjacent Lots that connects to 4' rear steel.
- Good Side In Wood
 - Transition Wood
 - Two (2) panels of four foot (4') Side Property Line steel, to meet Rear Property Line
 - Side fencing must be placed around existing trees as determined by the ARC
- d. **Detention Side Fence:** Fencing along the Side Property Line facing the Detention
- Four foot (4') Steel
- e. **Detention Rear Fence:** Fencing facing the Detention, along the Rear Property Line, between each Side Property Line
- Four foot (4') Steel
- f. **Rear Fencing:** Fencing along the Rear Property Line between each Side Property Line that does not face the Detention
- Good Side In Wood
 - Transition Wood
 - Two (2) panels of four foot (4') Rear Property Line steel, to meet Detention Side Fence

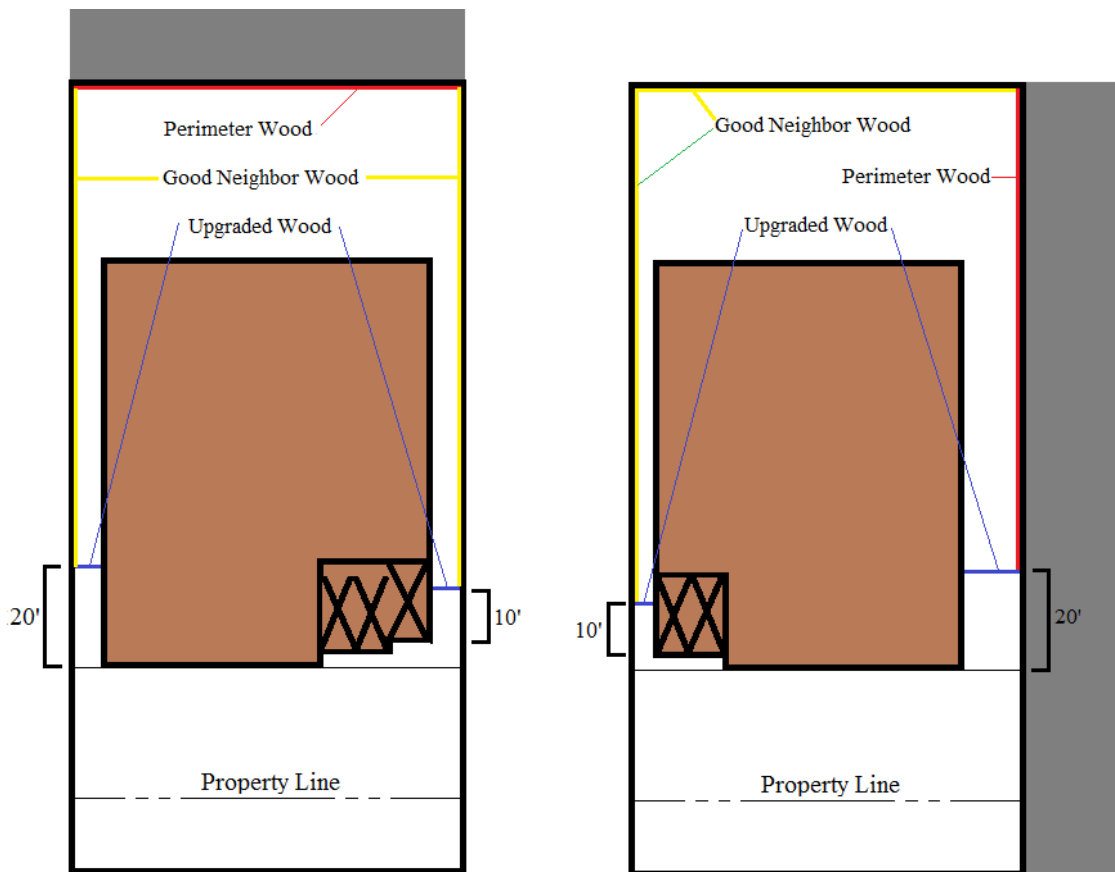


4. Reserve Lot Fencing:

- a. **Front Fence:** Fencing which faces the Front Property Line
 - Upgraded Wood
 - Setback a minimum of ten feet (10') to a maximum of twenty feet (20') from the closest front corner of the elevation
- b. **Visible Front Fence:** Side Property Line fencing between adjacent Lots that is visible within Front R.O.W. public view.
 - Upgraded Wood
 - Last Builder to construct fencing must finish Visible Fence to be Good Side Out.
- c. **Interior Side Fence:** Fencing along the interior Side Property Lines not visible within public view
 - Good Neighbor Wood
 - Must not exceed height of Reserve Fencing
 - Side fencing must be placed around existing trees as determined by the ARC.
- d. **Interior Rear Fence:** Fencing along the interior Rear Property Line that is not facing the Reserve
 - Good Neighbor Wood
 - Must not exceed height of Reserve Fencing
- e. **Reserve Side Fencing:** Fencing along the Side Property Line facing the Reserve
 - Good Side Out Wood facing the Reserve
- f. **Reserve Rear Fence:** Fencing along the Rear Property Line between each Side Property Line
 - Good Side Out Wood facing the Reserve



- 5. Perimeter Fencing:** All fencing along the Perimeter of Sundance Cove
- a. Front Fence:** Fencing which faces the Front Property Line
 - Upgraded Wood
 - Setback a minimum of ten feet (10') to a maximum of twenty feet (20') from the closest front corner of the elevation
 - b. Visible Front Fence:** Side Property Line fencing between adjacent Lots that is visible within Front R.O.W. public view
 - Upgraded Wood
 - Last Builder to construct fencing must finish Visible Fence to be Good Side Out.
 - c. Interior Side Fence:** Fencing along the interior Side Property Lines not visible within public view
 - Good Neighbor Wood
 - Must not exceed height of Perimeter Fencing
 - Side fencing must be placed around existing trees as determined by the ARC.
 - d. Interior Rear Fence:** Fencing along the interior Rear Property Line that is not facing the Perimeter
 - Good Neighbor Wood
 - Must not exceed height of Perimeter Fencing
 - e. Perimeter Side Fencing:** Fencing along the Side Property Line facing the Perimeter
 - Perimeter Fencing
 - f. Perimeter Rear Fence:** Fencing which faces the Perimeter along the Rear Property Line between each Side Property Line.
 - Perimeter Fencing



G. Grading, Drainage:

1. Positive drainage away from the housing structure shall be provided for rainfall, gutter downspouts, irrigation, air conditioner condensate and all other types of water runoff.
2. Caution should be used in establishing the foundation elevation so that driveways, slabs or insufficient fall does not impair adequate drainage of the Lot.
3. It is the responsibility of the Builder to provide positive drainage and maintain natural drainage for Lots with existing trees, as determined by the ARC.
4. Drainage type to be determined by Lot location.
5. Must have ARC Approval
 - a. FHA TYPE "A" LOT GRADING
The Lot has a ridge along Common rear Lot lines and each Lot is graded to drain storm water directly to the street independent of other properties.
 - b. FHA TYPE "B" LOT GRADING
The Lot has a ridge at the mid-point from the street from which the Lot is graded to drain storm water in the front half of the Lot directly to the street independent of other properties. The rest of the Lot shall drain the storm water in the rear half of the Lot to the rear of the Lot.

II. Architectural Guidelines

A. General:

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

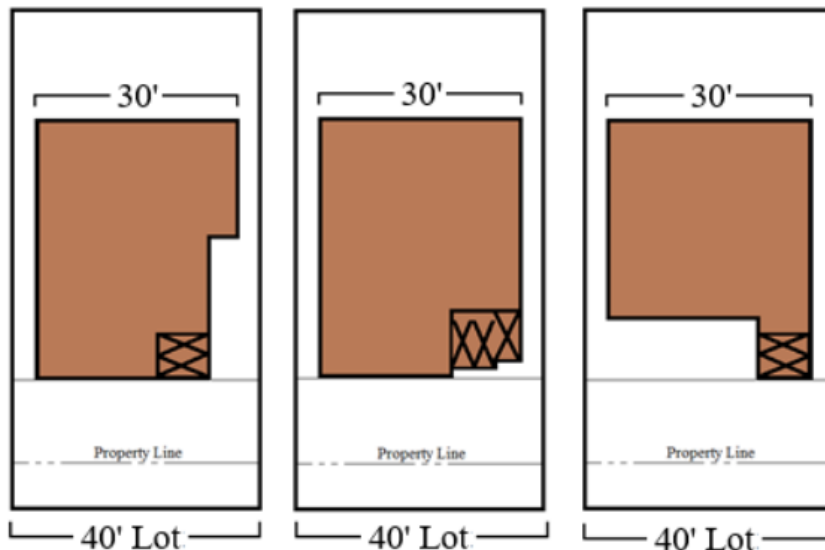
B. Square Footage:

- Measured by the total air-conditioned area from brick to brick

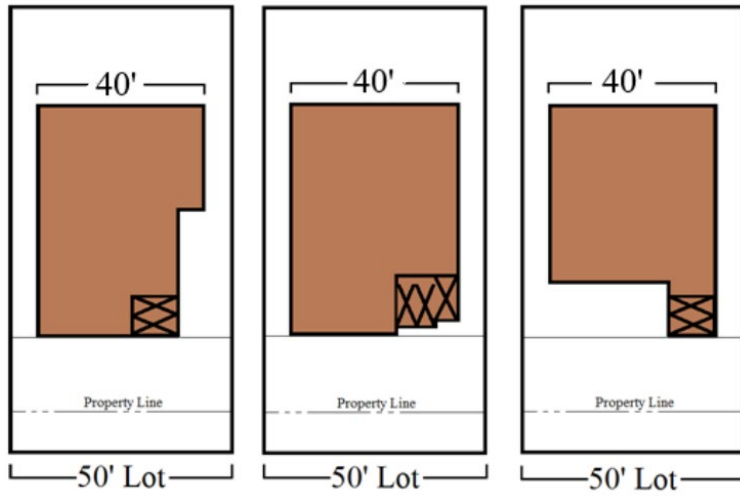
40' Lot Square Footage	
1200 Minimum	2400 Maximum
50' Lot Square Footage	
1700 Minimum	2800 Maximum
55' Lot Square Footage	
2000 Minimum	3300 Maximum
60' Lot Square Footage	
2300 Minimum	3800 Maximum

C. Plan Width:

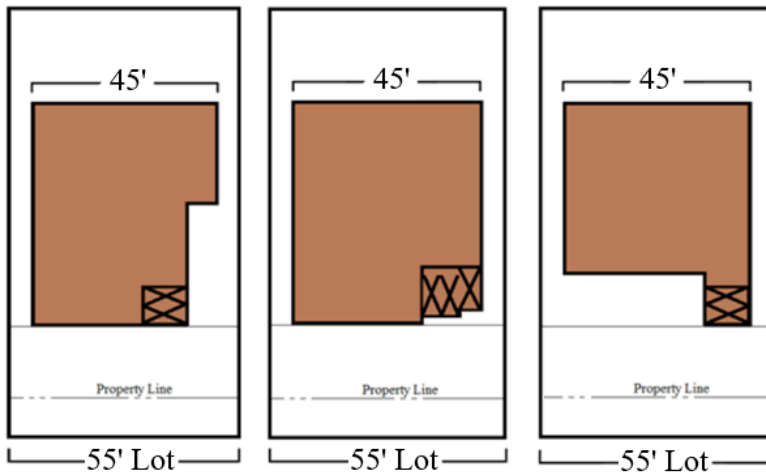
1. All Plans must be no less than twenty feet (20') of the Lot Size.
 - **40'Lots:** Minimum Plan Width is thirty feet (30')



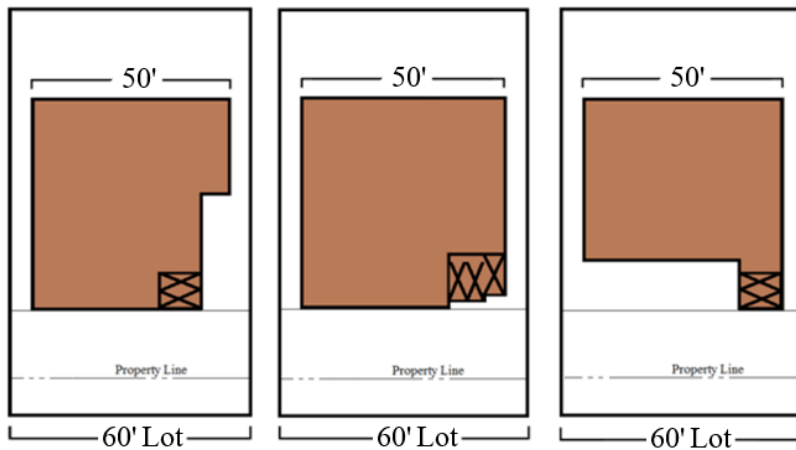
- **50' Lots:** Minimum Plan Width of forty feet (40')



- **55' Lots:** Minimum Plan Width of forty-five feet (45')



- **60' Lots:** Minimum Plan Width of fifty feet (50')



D. Plan Spacing and Repetition:

Plan	Elevation	Side of the Street	Spacing	
Same Plan	Same Elevation	Same Side of the Street	2	A
		Opposite Side of the Street	2	B
	Different Elevation	Same Side of the Street	1	C
		Opposite Side of the Street	1	D
Different Plan	Considered Same As another Plan Elevation	Same Side of the Street	2	E
	Considered Same As another Plan Elevation	Opposite Side of the Street	2	F

A	B		A	C	D	C		F
E			E	B	F		D	

E. Masonry Requirements:

Lot Type	Plan	*Visible Elevations
Typical Lots	40% minimum	40% minimum

No Shirt Fronting: Masonry must wrap 5’ onto side elevations with front elevation predominantly Masonry.

F. Exterior Materials:

- All Exterior Materials must be of the highest quality.
- ARC approval for placement, type and color required.

1. Masonry:

- Masonry is considered to be Brick, Stone or Stucco.
- Masonry must wrap to the side elevations
- No shirt fronting
- Brick Veneer: PROHIBITED
- Hardie products are not considered Masonry.

a. Brick:

- Must meet the standard specifications established by the Brick Institute of America
- Colors Encouraged: Neutral tones

b. Stucco:

- Cementitious-based or acrylic-based stucco
- Must meet the Plaster Institute minimum standards
- Colors Encouraged: Neutral tones
- Colors Prohibited: bold, primary, pastels

c. Stone: Natural quarried or cultured stone

- Colors: Neutral tones

2. Siding:

a. Siding Permitted: Hardie or equivalent cementitious material

- Shake Shingles or Board and Batten vertical Siding may be allowed with ARC approval.

b. Siding Prohibited: Aluminum or vinyl

3. Accent Materials:

a. Wood: Must be painted

b. Metal: Must be standing seam, anodized aluminum, bronze, copper, wrought iron ornamentation

- Colors: Black or Brown

4. Paint

a. Maximum four (4) paint colors per home, including Wood Stain

b. Colors encouraged: Earth tones

c. Colors Prohibited: Bold, primary, pastels

G. Material and Color Repetition

1. The same Brick, Stone or Stucco color must not be adjacent to each other or directly across the street.
2. The same Color Scheme (same brick, stone (if applicable), and paint/trim) must be four (4) Lots between if on the same side of the street, or one (1) across and four (4) between if across the street

	Same Color Scheme	Same Paint Color	Same Stone Color/Cut	Same Paint Color	Same Stone Color/Cut	
Same Color Scheme			Same Paint Color	Same Stone Color/Cut	Same Color Scheme	Same Color Scheme

H. Windows:

1. Must compliment the architectural style of the home
2. Materials: Double paned or higher quality, wood, metal vinyl
3. Colors: Taupe, white, bronze
4. Tinting: Encouraged for energy conservation purposes
5. Prohibited: Clear anodized aluminum, reflective glass, mirrored tinting or glazing, burglar or security bars, awnings

I. Doors:

1. Must compliment the architectural style of the home
2. Materials: Wood or metal
3. Colors: Must be painted or stained

J. Garages:

1. All Lots must have garages that accommodate two (2) mid-size vehicles.

K. Garage Doors:

1. Metal or Decorative Garage Doors allowed, with ARC approval.
2. Colors Encouraged: Darker than main body color
3. Colors Prohibited: White, primary, pastel

L. Foundation:

1. Must be screened with landscape

M. Driveways:

1. Materials Permitted: Concrete, stamped or colored concrete pavers, brick, flagstone Materials other than concrete require ARC approval.
2. Materials Prohibited: Pea-gravel, asphalt, loose gravel, stone, timber borders

N. Walkways:

1. Materials Permitted: Concrete
2. Materials other than concrete require ARC approval.
3. Materials Prohibited: Pea-gravel, asphalt, loose gravel, stone, timber borders

O. Roofs:

1. Pitches:
 - a. Primary Pitch Minimum: 6:12
 - b. Porch, Bay windows and Dormer Minimum: 3:12
2. Allowed Materials:
 - a. Composition Shingle: 30 year
 - b. Colors: Weathered-wood

P. Roof Top Accessories:

1. Antennas, towers, satellite dishes or similar devices require ARC approval.
 - a. Must be placed in the least obtrusive location and no higher than the highest point of the roof line
2. Skylights:
 - a. Must have ARC approval
 - b. Must be integrated with the roof design, parallel to the roof pitch
 - c. Must match the roof color
3. Solar Collectors:
 - a. Must have ARC approval
 - b. Must not be placed within public view

4. Plumbing or heating vents, stacks, or other projections
 - a. Must be placed out of public view if at all possible
 - b. Must match the roof color

Q. Chimneys:

1. Materials must be the same as the house
 - a. Must be masonry, stucco board or Hardie
2. Cap: Required for all fireplaces visible from the street, using metal spark arrestor or metal venting at the top of the chimney
 - a. Must be painted to match the chimney material
3. Direct Vent: Allowed
 - a. Must not be visible from the R.O.W.

R. Lighting:

1. Cast aluminum or brass fixtures are permitted. Must have ARC approval
2. "Spill over" lighting onto neighboring yards or other properties, streets or public spaces is PROHIBITED.
3. Lighting Prohibited: Colored lighting, high intensity lighting such as Mercury Vapor

S. Address Marker:

1. Precast stone address markers are required for each Lot.

T. Mail Clusters:

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

U. Builder Signage:

1. Model Identification sign:
 - a. Builders are permitted one (1) lighted sign per model home.
 - b. Sign size, shape, material and color must have prior ARC approval.
2. Lot Identification sign:
 - a. For advertising and sale of a Lot
 - b. One sign per Lot
 - c. Must be more than six (6) square feet in size
3. Signs Prohibited: Bandit signs and banners

V. Flag Poles:

1. Two (2) flag poles are permitted per Model Home.
2. Placement and color must receive ARC approval.
3. Must be removed prior to sale of the Model Home

III. Landscape Guidelines

A. General:

Landscape Guidelines provide the minimum requirements for all Yard types. Plant proportions shall be those recognized and recommended by the American Standard for Nursery Stock. Installation of all plants must conform to the standards of the American Association of Nurserymen.

B. Yard Type:

1. Front Yard
2. Rear Yard with a View
3. Corner Side

C. Landscape Beds:

1. Should be curvilinear with plantings in tiers
2. Should screen the front foundation of the home

D. Minimum Requirements:

Front Yard	
Shade Trees	Shrubs
Two - 4" Caliper Hardwood	One 15 gallon
	Ten 5 gallons
	Fifteen 1 gallons
Corner Lots	
One - 3" Caliper Hardwood	
Rear Yards	
One - 3" Caliper Hardwood	

E. Existing Trees

1. Existing trees are not included in the Minimum Requirements.
 - a. The ARC will determine which trees will be considered Existing.
 - b. Trees must be protected during construction.
 - c. Trees within ten feet (10') of the footprint of the home will not be required to be saved.
2. Fencing along Side Property Lines must go around Existing Trees.

F. Sod

1. St. Augustine is required.
2. Front, side and rear yards when visible within public view

G. Screening

1. All visible foundation must be screened with evergreen shrubs.
 - a. Front yard, Corner Side and visible Interior foundations
2. Utilities and mechanical equipment within public view must be screened from view.
 - a. AC Units, gas meters, pedestals, cable boxes, etc.

H. Irrigation

1. Optional (not required)

I. Mulch

1. All planting beds must be mulched.
2. Black hardwood mulch

IV. Construction Guidelines

The following Construction Guidelines (“Guidelines”) shall apply to any and all work performed on or within Sundance Cove. All Builders shall be bound by any County building codes and all other applicable governing authority.

A. Builder's Compliance

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

B. Governing Authority

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

C. Debris and Trash Removal

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

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

D. Sanitary Facilities

Adequate sanitary facilities for Builder's construction workers must be supplied by each Builder. Such facilities shall be located only within an area approved by the ARC.

E. Vehicles and Parking Areas

Construction crews shall not park on, or otherwise use, other Lots or any open space. Private and construction vehicles and machinery shall be parked only within areas designated by the ARC. All vehicles shall be parked so as not to inhibit traffic. At no time shall vehicles be allowed to park under existing trees and must stay off of and away from tree roots.

Each Builder shall be responsible for assuring that the subcontractors and suppliers obey the speed limits posted within the Development. Adhering to the speed limits should be a condition included in the contract between the Builder and its subcontractors/suppliers. The Builder and its subcontractors/suppliers shall use extreme caution around occupied properties. Resident complaints shall be courteously addressed and resolved quickly. Repeat offenders will be reported to the local County Law Enforcement office. Once occupied properties exist, the developer may restrict parking to one side of the street only.

F. EPA - SWPPP Each Builder shall comply with the Environmental Protection Agency’s Storm Water

Pollution Prevention Program (SWPPP) or other governmental authorities on similar issues.

G. Excavation Materials

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

H. Restoration or Repair of Other Property Damages

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

I. Miscellaneous and General Practices

All Builders will be completely responsible for the conduct and behavior of their agents, representatives, and subcontractors while in Sundance Cove. The following practices are PROHIBITED:

1. Changing oil of any vehicle or equipment on the Lot itself or any other location within Sundance Cove.
2. Allowing concrete suppliers, plasterers, painters or any other subcontractors to clean their equipment anywhere other than designated location(s) approved by the ARC. Such cleaning outside the designated area is strictly PROHIBITED. Violation of this provision will result in the repayment of expenses to the ARC for repairing the damage.
3. Removing any rocks, plant material, topsoil or similar items from any property or construction site within Sundance Cove is PROHIBITED.
4. Possession of any type of firearms or illegal weapons within Sundance Cove.
5. The use of residents' utilities without their written consent.
6. Using disposal methods or equipment other than those approved by the ARC.
7. Careless disposition of cigarettes or other flammable material. It is recommended that at least three ten-pound (30lbs) ABC-rated dry chemical fire extinguishers shall be present and available in a conspicuous place on the construction site at all times.
8. The use of illegal drugs or alcohol is PROHIBITED.
9. Destruction or removal of protected plant materials or plants not previously approved by the ARC.
10. No pets, including dogs, may be brought into Sundance Cove by either Builders or construction personnel. In the event of a violation the ARC, Declarant, or the Association has the right to contact authorities to inspect/impound any pet, refuse to permit the Builder or subcontractor involved to continue on the project or to take such other action as permitted by law.
11. Radios and other audio equipment which can be heard outside the construction site.
12. The use of horns not used for traffic safety by any catering trucks. Trash generated by the purchase of items from any catering truck shall be contained and disposed of properly. Repeated problems with these requirements will result in the catering trucks being denied admittance to into Sundance Cove.
13. Builders will be responsible for repair and/or replacement of trees, plants, sidewalks, lights, etc. damaged during construction.

J. Construction Access

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

K. Street Cleaning

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

L. Construction Signage

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

M. Concrete Washout

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

N. Sediment Control

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

O. Sand Bags

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

P. Safety Fencing

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

Q. Lot Maintenance

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

R. Illegal Dumping

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

S. Stealing

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

T. Daily Operation

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

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

Construction hours are subject to requirements of applicable City ordinances and will be reviewed by ARC from time to time for possible amendment.

V. Architectural Review Process

A. Introduction

The official submittal of plans and specifications to the ARC is to provide a review process for conformance to the CCR's and the Guidelines, adopted by the ARC. All new construction, subsequent construction, remodeling with exterior exposure, expansion and demolition of structures must be reviewed and Approved by the ARC prior to commencement of any on-site building or construction activity.

The site plan, architecture and landscape must be Approved in writing by the ARC before construction begins. A Final Review before closing of the property is also mandatory.

Master Plan and Plot Plan Submittals must be delivered to the attention of the Sundance Cove ARC with fees made payable to McCauley Architectural Reviews, Inc.

**Sundance Cove
Architectural Review Committee
13711 Pristine Lake Lane
Cypress TX 77429**

Final Review requests may be requested via mail to the address above, fax or email listed below:
info@mccauleyarc.com

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

1. **"Approved"** - The entire application is Approved as submitted.
2. **"Conditional Approval"** - The application is not Approved as submitted. A Conditional Approval is granted with the understanding that all conditions requested by the ARC will be met before, during or after construction. Failure to agree to the Conditions requested will deem the application Disapproved. The Builder may be required to resubmit prior to the construction or make alterations in order to receive Approval.
3. **"Disapproved"** - The entire application as submitted is rejected. The ARC may provide comments but is not required to do so. If the ARC fails to respond within twenty-one (21) calendar days, the Builder shall give the ARC written notice of its failure to respond. Unless the ARC responds within an additional ten (10) days of receipt of such notice, approval shall be deemed automatically denied. However, unless the ARC has granted a variance in Accordance with the Guidelines, no construction that is inconsistent with the Guidelines shall be deemed Disapproved.
4. Reasonable variances may be granted upon written request, as long as the variance is in conformance with the overall intent of the master plan for the improvement and development of the property. All applicants must comply with the conditions for approval that may be imposed on a variance. Each builder must address the variance request in writing and the reason(s) why the request should be granted.

B. Submittal Requirements

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

C. Master Plan Submittal

\$125.00 – Fee includes all elevations per Plan Submittal

Full set of 11x17” plans showing:

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

D. Plot Plan Submittal

\$150.00 – Fee includes Plot Plan Review and First Final Review

Plot plan showing:

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

E. Plot Plan Re-submittal fee

\$75.00 for changes to site or plan

F. Pre-Construction Review-\$50 Fee to applicable lots

Mandatory for all Lots with existing trees **prior** to Lot Clearing

\$50.00 for Second Pre-Construction Review if required

- Must be requested by the Builder via email to the address above
 - Reviews are conducted Wednesday of each week as needed
 - Requests must be made by Monday.
 - Must include a completed Pre-construction form and copy of the Plot Plan
- Pre-Construction Reviews must be conducted **prior** to clearing of any Lot to determine which (if any) trees must be saved
 - \$5000 Fine for any Lot cleared without prior ARC approval.
- The footprint of the home, walkway and driveway must be ribboned prior to Review.
- Trees required to be saved by the ARC will be tagged with pink survey ribbon.
 - Trees *within* ten feet (10') of the footprint of the home will not be required to be saved.
 - Plot Plan marking the location of each tree and size will be sent to the Builder.
 - Each 6" caliper tree removed before or during construction without prior ARC Approval will be required to be replaced with two 6" caliper trees.

G. Final Review – First Final Review fee included in the Plot plan Submittal fee

Mandatory Approved review required for all homes to be sold within Sundance Cove.

\$75 Re-Review applies to any home not in compliance.

- Must be requested by the Builder upon completion of all Lots
- Homes not in compliance will receive a Conditional Approval or Disapproved Final Review and will require a Re-Review when corrections are made.
- Final Reviews, Final Re-reviews will be sent to the Builder.

H. Changes after Approval

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

- \$35 fee for each exterior material and color selection change requested.
- \$50 fee for all other changes
- \$75 fee for variance request

I. Variances

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

J. Disclaimer

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

Sundance Cove

Site Plan Review

Prior to construction, Site Plans must be submitted to the Sundance Cove Architectural Review Committee (ARC) for review and approval. It is the applicant's responsibility to ensure compliance with Sundance Cove Residential Builder Guidelines. Email Submittals to shawna@mccauleyarc.com with the required Site Plan, Front Elevation and Brick Picture. Submittal fee of \$150.00, payable to McCauley Architectural Reviews, Inc. to 13711 Pristine

Date Submitted: _____ Submittal Fee: _____ \$150.00

Contact Name: _____ Builder: _____

Phone Number: _____ Email: _____

Address: _____

Plot Plan Submittals:

Lot/Block/Section: _____ Address: _____

Plan #: _____ Number of stories: _____ Base Square Footage _____

Front Elevation: _____ Brick: _____ Stucco: _____ Base Plus Options sq.ft: _____

Brick: _____ Body: _____

Brick Treatment: _____ Trim: _____

Stucco: _____ Garage Door Color: _____

Banding: _____ Accent: _____

Stone: _____ Roof Material: _____

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

Approved with the following conditions: _____ Disapproved: _____

Comments: _____

Reviewer's Initials and Date

Developer Signature and Date

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

Sundance Cove

Master Plan Submittal

Prior to construction, a complete set of all new home plans must be submitted to the Sundance Cove ARC for review. It is the applicant's responsibility to ensure compliance with Sundance Cove Residential Design Guidelines. \$125 fee, payable to McCauley Architectural Reviews, Inc., must be sent to the Sundance Cove ARC: 13711 Pristine Lake Lane Cypress TX 77429. Send Submittals via email: shawna@mccauleyarc.com.

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

Builder: _____ Contact Name: _____

Address: _____

Phone number: _____ Email: _____

Section: _____ Lot Size: _____

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

Comments: _____

Reviewer Date Developer Date

It is the applicant's responsibility to ensure compliance with the Sundance Cove Residential Design Guidelines. Review and approval of any application may be made on the basis of aesthetic considerations only. The Sundance Cove ARC shall not bear any responsibility for ensuring the structural integrity or soundness of approved plans or construction, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all structures are of comparable quality, value or size, of similar design, or aesthetically pleasing or otherwise acceptable to neighboring property owners.