

Denton County
Juli Luke
County Clerk

Instrument Number: 131709

ERecordings-RP

NOTICE

Recorded On: December 14, 2023 08:25 AM

Number of Pages: 61

" Examined and Charged as Follows: "

Total Recording: \$266.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
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File Information:

Document Number: 131709
Receipt Number: 20231213000500
Recorded Date/Time: December 14, 2023 08:25 AM
User: Debra B
Station: Station 40

Record and Return To:

Simplifile



STATE OF TEXAS
COUNTY OF DENTON

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

Juli Luke
County Clerk
Denton County, TX

NOTICE OF DEDICATORY INSTRUMENT
for
PECAN SQUARE RESIDENTIAL COMMUNITY ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

The undersigned, being an Authorized Representative of Pecan Square Residential Community Association, Inc. ("**Association**"), a property owners' association as defined in Section 202.001 of the Texas Property Code, hereby files this Notice of Dedicatory Instrument ("**Notice**") for the purpose of complying with Section 202.006 of the Texas Property Code.

Dedicatory Instrument. The following document is a Dedicatory Instrument governing the Association.

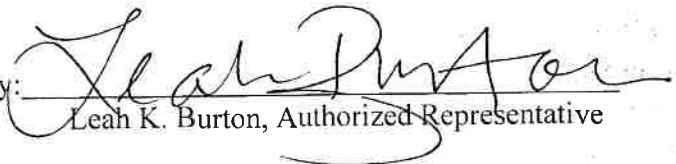
- **Resolution of the Board of Directors for Pecan Square Residential Community Association, Inc. regarding the Adoption of the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Pecan Square Residential Community and Second Amendment and Supplement to Dedicatory Instrument Manual for Pecan Square Residential Community Association, Inc.;**
- **Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Pecan Square Residential Community;**
- **Third Amendment to the Dedicatory Instrument Manual for Pecan Square Residential Community Association, Inc.; and**
- **First Amendment to the Amended and Restated Rules and Regulations for Pecan Square Residential Community Association, Inc.**

A true and correct copy of such Dedicatory Instrument is attached to this Notice.

This Notice is being recorded in the Official Public Records of Real Property of Denton County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Notice is true and correct and that the copy of the Dedicatory Instrument attached to this Notice is a true and correct copy of the original.

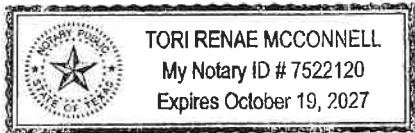
Executed on this 13th day of December, 2023.

PECAN SQUARE RESIDENTIAL COMMUNITY
ASSOCIATION, INC.

By: 
Leah K. Burton, Authorized Representative

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned notary public, on this 13th day of December, 2023, personally appeared Leah K. Burton, as an authorized representative of Pecan Square Residential Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.



Tori McConnell
Notary Public in and for the State of Texas

RESOLUTION
of
THE BOARD OF DIRECTORS
for
PECAN SQUARE RESIDENTIAL COMMUNITY ASSOCIATION, INC.
regarding
ADOPTION
of
FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PECAN SQUARE RESIDENTIAL COMMUNITY
and
SECOND AMENDMENT AND SUPPLEMENT TO DEDICATORY INSTRUMENT MANUAL FOR PECAN SQUARE RESIDENTIAL COMMUNITY ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
 COUNTY OF DENTON §

WHEREAS, Pecan Square, a subdivision in Denton County, Texas (the "**Subdivision**") is subject to and governed by that certain Declaration of Covenants, Conditions and Restrictions for Pecan Square Residential Community, recorded at Clerk's File Volume No. 20190423000236 of the Official Public Records of Denton County, Texas and the Supplemental Declaration of Covenants, Conditions and Restrictions for Pecan Square Residential Community (Phase 2B), recorded at Clerk's File No. 2011032940 of the Official Public Records of Denton County, Texas (collectively, the "**Declaration**") as they may be amended and/or supplemented from time to time, and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Pecan Square Residential Community Association, Inc. (the "**Association**").

WHEREAS, the Declaration establishes Pecan Square Residential Community Association, Inc. as a property owners' association and make the owners of the real property in Pecan Square (the "**Property**") mandatory members of such property owners' association.

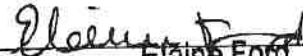
WHEREAS, pursuant to Article XV, Section 15.4 of the Declaration, the Declarant may amend the Declaration in Declarant's sole discretion until the termination or expiration of the Development Period.

WHEREAS, the Development Period has not expired or terminated.

NOW, THEREFORE, BE IT RESOLVED that the attached First Amendment to Declaration of Covenants, Conditions and Restrictions for Pecan Square Residential Community and Second Amended and Supplement to Dedicatory Instrument Manual for Pecan Square Residential Community Association, Inc. (Supplemental Policies, and Rules and Regulations Adopted Pursuant to Legislative Changes) have been approved by the Declarant and shall take effect upon their recording in the Official County Records of Denton County, Texas.

IN WITNESS WHEREOF, I have hereunto subscribed my name on the date shown below.

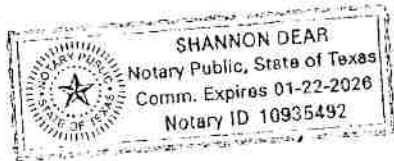
PECAN SQUARE PHASE 1, LLC, a Texas limited liability company

By: 
Name: Elaine Ford
Title: Senior Vice President

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned authority, on this day personally appeared Elaine Ford, SVP on behalf of Pecan Square Phase 1, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of December, 2023.





AFTER RECORDING RETURN TO:

**Robert D. Burton, Esq.
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com**



**FIRST AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
PECAN SQUARE RESIDENTIAL COMMUNITY**

Declarant: PECAN SQUARE PHASE 1, LLC, a Texas limited liability company

Cross-reference to Declaration of Covenants, Conditions and Restrictions for Pecan Square Residential Community, recorded as Document No. 2019-44024 of the Official Public Records of Denton County, Texas, as supplemented, and as amended from time to time.

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PECAN SQUARE RESIDENTIAL COMMUNITY**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Pecan Square Residential Community (this "Amendment"), is made by PECAN SQUARE PHASE I, LLC, a Texas limited liability company ("Declarant"), and is as follows:

RECITALS:

A. Declarant previously executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for Pecan Square Residential Community, recorded as Document No. 2019-44024 of the Official Public Records of Denton County, Texas, as supplemented, and as amended from time to time (collectively, the "Declaration").

B. Pursuant to Section 15.4 of the Declaration, the Declaration may be amended by Declarant in Declarant's sole discretion.

C. Declarant desires to amend, supplement and modify the Declaration as set forth hereinbelow.

NOW, THEREFORE, Declarant hereby amends, supplements and modifies the Declaration as follows:

1. Street Landscape Area – Owner's Obligation to Maintain Landscaping. Article III of the Declaration is hereby supplemented as follows:

Section 3.10 Street Landscape Area-Owner's Obligation to Maintain Landscaping. Each Owner will be responsible, at such Owner's sole cost and expense, for maintaining mowing, replacing, pruning, and irrigating the landscaping (including any trees or bushes) between the boundary of such Owner's Lot and the curb of any adjacent right-of-way, street or alley (the "ST Landscape Area") unless the responsibility for maintaining the ST Landscape Area is performed by the Association.

2. Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

Executed to be effective on the date this instrument is recorded in the Official Public Records of Denton County, Texas.

FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PECAN SQUARE RESIDENTIAL COMMUNITY

DECLARANT:

PECAN SQUARE PHASE I, LLC,
a Texas limited liability company

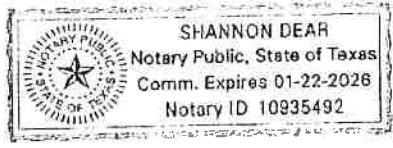
By: Elaine Ford
Printed Name: Elaine Ford
Title: Senior Vice President

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me this 11 day of December
2020, by Elaine Ford, SVP of PECAN SQUARE PHASE I, LLC,
a Texas limited liability company, behalf of said limited liability company.

(SEAL)

Shannon Dear
Notary Public Signature



FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PECAN SQUARE RESIDENTIAL COMMUNITY

AFTER RECORDING RETURN TO:

Robert D. Burton, Esq.
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com



**SECOND AMENDMENT AND SUPPLEMENT TO
DEDICATORY INSTRUMENT MANUAL
FOR
PECAN SQUARE RESIDENTIAL COMMUNITY
ASSOCIATION, INC.**

**SUPPLEMENTAL POLICIES, AND RULES AND REGULATIONS
ADOPTED PURSUANT TO LEGISLATIVE CHANGES**

Declarant: PECAN SQUARE PHASE 1, LLC, a Texas limited liability company

Cross-reference to Declaration of Covenants, Conditions and Restrictions for Pecan Square Residential Community, recorded as Document No. 2019-44024 of the Official Public Records of Denton County, Texas, as amended and supplemented; and Pecan Square Residential Community Association, Inc. Dedicatory Instrument Manual, recorded as Instrument No. 2019-45001 of the Official Public Records of Denton County, Texas, as amended. These policies and rules amend and supplement all previously adopted dedicatory instruments, governing documents, rules, and resolutions. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Declaration.

**SECOND AMENDMENT AND SUPPLEMENT TO
DEDICATORY INSTRUMENT MANUAL FOR
PECAN SQUARE RESIDENTIAL COMMUNITY ASSOCIATION, INC.**

This Second Amendment and Supplement to Dedicatory Instrument Manual for Pecan Square Residential Community, Inc. (this "**Amendment and Supplement**"), is made by PECAN SQUARE PHASE 1, LLC, a Texas limited liability company ("**Declarant**"), and is as follows:

RECITALS:

A. Declarant previously executed and recorded that certain Pecan Square Residential Community Association, Inc. Dedicatory Instrument Manual, recorded as Document No. 2019-45001 of the Official Public Records of Denton County, Texas, as amended (collectively, the "**Dedicatory Instrument Manual**").

B. Pursuant to Section 15.4 of the Declaration of Covenants, Conditions and Restrictions for Pecan Square Residential Community, recorded as Document No. 2019-44024 of the Official Public Records of Denton County, Texas, as supplemented (collectively, the "**Declaration**"), until termination or expiration of the Development Period, the Declarant may amend the Governing Documents in Declarant's sole discretion. The Development Period has not yet expired.

C. Declarant desires to amend and supplement the Dedicatory Instrument Manual with the policies, procedures, and rules and regulations attached hereto. This Amendment and Supplement may be amended by the Declarant during the Development Period and thereafter, by a majority of the Board.

NOW, THEREFORE, Declarant hereby amends, supplements and modifies the Dedicatory Instrument Manual.

EXECUTED to be effective as of the date this Amendment and Supplement is recorded.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Amendment and Supplement on the 11 day of December, 2021.

DECLARANT:

PECAN SQUARE PHASE I, LLC,
a Texas limited liability company

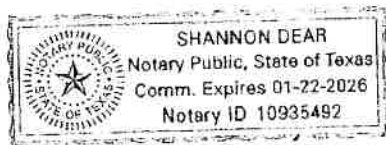
By: *Elaine Ford*
Printed Name: Elaine Ford
Title: Senior Vice President

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me this 11 day of December 2021, by Elaine Ford, SVP of PECAN SQUARE PHASE I, LLC, a Texas limited liability company, behalf of said limited liability company.

(SEAL)

Shannon Dear
Notary Public Signature



**AMENDED AND SUPPLEMENTAL POLICIES, PROCEDURES,
AND RULES AND REGULATIONS
ADOPTED PURSUANT TO LEGISLATIVE CHANGES**

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THESE POLICIES, PROCEDURES, AND RULES AND REGULATIONS ARE NOT ALL OF THE RESTRICTIONS, RULES AND REGULATIONS, OR POLICIES FOR THE ASSOCIATION. THE DECLARANT ADOPTS THE POLICIES, PROCEDURES, AND RULES AND REGULATIONS IN THIS DOCUMENT TO COMPLY WITH LEGISLATIVE CHANGES. IN THE EVENT THESE POLICIES, PROCEDURES, AND RULES AND REGULATIONS CONFLICT WITH A PREVIOUSLY RECORDED DEDICATORY INSTRUMENT, THESE POLICIES, PROCEDURES, AND RULES AND REGULATIONS SHALL CONTROL.

ATTACHMENT A

PECAN SQUARE RESIDENTIAL COMMUNITY, INC.

COVENANT VIOLATION HEARING POLICY
[AMENDS AND SUPPLEMENTS THE RULES AND REGULATIONS]

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Pecan Square Residential Community, recorded in the Official Public Records of Denton County, Texas, as amended.

Background. Section 209.007 of the Property Code has been amended to require the Association to produce information and documentation it intends to introduce at any covenant or rule violation hearing.

1. **Applicability.** This policy only applies to restrictive covenant violation hearings only.
2. **Hearing.** If an Owner receives a covenant or rule violation notice from the Association and the Owner is entitled to an opportunity to cure the violation, then the Owner has the right to submit a written request for a hearing before the Board to discuss and verify facts and resolve the matter in issue.
3. **Written Request Required.** The written request for a hearing must be submitted to the Board before the 30th day after the date the violation notice was mailed to the Owner.
4. **Hearing Scheduling.** The Board shall hold a hearing not later than the 30th day after the date it receives the Owner's request for a hearing. The Board or the Owner may request a postponement, and if it is the first request, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by the agreement of the parties.
5. **Hearing Notice.** At least ten (10) days before the hearing, the Board shall notify the Owner of the date, time, and place of the hearing and provide all documents, photographs, and communications the Board intends to introduce at the hearing. If the Board fails to provide the packet at least ten (10) days before the hearing, the Owner is entitled to an automatic fifteen (15) day postponement.
6. **Hearing Procedure.** During the hearing, a member of the Board, or the Board's designated representative, shall first present the Association's case against the Owner. Next, the Owner, or the Owner's designated representative, shall be entitled to present the Owner's information and issues relevant to the appeal or dispute. The procedure for the hearing is described in Exhibit A, attached hereto.

7. **Audio Recording Permitted.** The Owner or the Board may make an audio recording of the meeting. Disclosure of any intent to record shall be made before the hearing begins.

EXHIBIT A

PROCEDURE FOR THE HEARING BEFORE THE BOARD

I. Introduction

Association Rep: The Board of Directors has convened to conduct a hearing at the written request of an owner.

This hearing is being conducted as required by Section 209.007 of the Texas Property Code, and is an opportunity for the Association and the owner to discuss and verify facts and attempt to resolve the matter at issue. If no resolution is reached during the hearing, the Association will communicate its decision in writing within fifteen (15) days.

II. Presentation of Facts

Association Rep: This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present any information the Association wishes to offer. After the Association's representative has finished the presentation, the owner or any representative will be given the opportunity to present information and issues relevant to the appeal or dispute.

[Presentations]

III. Discussion

Association Rep: This portion of the hearing is to permit the Board and the owner to discuss matters relevant to the violation.

IV. Resolution

Association Rep: [Announce any agreement or resolution or state that the Board will take the matter under advisement]

V. Adjournment

Association Rep: At this time the hearing is adjourned.

ATTACHMENT B

PECAN SQUARE RESIDENTIAL COMMUNITY, INC.

BOARD MEETING NOTICE REQUIREMENTS
[AMENDS AND SUPPLEMENTS THE BYLAWS]

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Pecan Square Residential Community, recorded in the Official Public Records of Denton County, Texas, as amended.

Background. Section 209.0051 of the Property Code has been amended to extend the notice period for regular meetings of the Board of Directors and to eliminate the ability of the Board to approve the Association's annual budget without an open Board meeting.

1. **Board Meetings.** The term "Board meeting" means a deliberation between a quorum of the Association's Directors during which the Association's business is considered, and the Board takes formal action.
2. **Board Meeting Notice Content Requirements.** Members shall be given notice of the date, hour, place, and general subject of a regular or special Board meeting, including a general description of any matter to be brought up for deliberation in executive session.
3. **Regular Board Meeting Notice Deadline.** If sent by mail, notice must be mailed to each Owner between 10 and 60 days before the meeting. If posted/e-mailed, notice must be provided at least 144 hours before the start of the meeting.
4. **Special Board Meeting Notice Deadline.** If sent by mail, notice must be mailed to each Owner between 10 and 60 days before the meeting. If posted/e-mailed, notice must be provided at least 72 hours before the start of the meeting.
5. **Notice Posting/Email Requirements.** Posted/e-mailed notice shall be provided by: (a) posting the notice in a conspicuous manner reasonably designed to provide notice to Association's members in a place located on the Association's common property or any internet website available to the Association's members that is maintained by the Association or by a management company on behalf of the Association and; (b) by sending the notice by e-mail to each Owner who has registered an e-mail address with the Association.
6. **Extended Notice Requirements.** If the Association's rules require a longer notice period for a Board meeting, the longer notice requirement will apply.

7. **Action Taken Outside of an Open Meeting.** A Board may take action outside of a meeting, including voting by electronic and telephonic means, without prior notice to Owners if each Board member is given a reasonable opportunity to express the Board member's opinion to all other Board members and to vote. Any action taken without notice to Owners 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.

8. **Open Board Meetings Required for Certain Matters.** After the Development Period ends, the Board may not, unless done in an open meeting for which prior notice was given to Owners, consider or vote on: (a) fines; (b) damage assessments; (c) initiation of foreclosure actions; (d) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; (e) increases in assessments; (f) levying of special assessments; (g) appeals from a denial of architectural control approval; (h) a suspension of a right of a particular Owner before the Owner has an opportunity to attend a Board meeting to present the Owner's position, including any defense, on the issue; (i) lending or borrowing money; (j) the adoption or amendment of a dedicatory instrument; (k) the approval of an annual budget or the approval of an amendment of an annual budget; (l) the sale or purchase of real property; (m) the filling of a vacancy on the Board; (n) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or (o) the election of an officer.

During the Development Period, the Board may not, unless done in an open meeting for which prior notice was given to Owners, consider or vote on: (a) adopting or amending the governing documents, including declarations, bylaws, rules, and regulations; (b) increasing the amount of regular assessments or adopting or increasing a special assessment; (c) electing non-developer board members or establishing a process by which those members are elected; or (d) changing the voting rights of members.

9. **Amendment.** This policy may be amended by the Declarant during the Development Period and, thereafter, by a majority of the Board.

ATTACHMENT C

PECAN SQUARE RESIDENTIAL COMMUNITY, INC.

POOL FENCING AND SECURITY DEVICES/FENCES

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Pecan Square Residential Community, recorded in the Official Public Records of Denton County, Texas, as amended.

1. **Approval Required.** All improvements, including the installation of pool fencing, security measures, and security fencing, must be submitted for approval in accordance with Section 12.2 of the Declaration and the Architectural Guidelines. Written approval must be furnished to the Owner before installation or construction may commence.
2. **Swimming Pool Enclosures.** The term "swimming pool enclosure" means a fence surrounding a water feature, including a swimming pool or spa, consisting of transparent mesh or clear panels set in metal frames, is not more than six feet in height and is designed not to be climbable. An Owner must submit any request to install a swimming pool enclosure in accordance with Section 12.2 of the Declaration and the Architectural Guidelines for approval. The ACC will apply its architectural requirements to the request; however, the ACC may not deny an Owner's request to install a swimming pool enclosure if the swimming pool enclosure conforms to applicable law or local safety requirements and the swimming pool enclosure is black in color and consists of transparent mesh set in metal frames.
3. **Security Measures.** To the extent an Owner is authorized by law to build or install security measures, including, but not limited to, a security camera, motion detector, or security/perimeter fencing, the Owner must still submit a request for architectural approval in accordance with Section 12.2 of the Declaration and the Architectural Guidelines for the construction or installation of the improvements. Front yard fencing is discouraged. However, if an Owner wishes to install security fencing in the front yard, the fencing must consist of ornamental wrought iron or metal fencing (painted black) with the following general specifications: Pickets ¾" square; Rails 1 ½" square; Standard Posts 2 ½" square; Picket Spacing between 3" and 4"; Post Spacing 8' OC; Height between 48" and 60". Slats, planks, or other solid material may not be installed on metal fencing.
4. **Amendment.** This policy may be amended by the Declarant during the Development Period and, thereafter, by a majority of the Board.

ATTACHMENT D

PECAN SQUARE RESIDENTIAL COMMUNITY, INC.

DELINQUENT ASSESSMENT NOTICE REQUIREMENTS
[AMENDS AND SUPPLEMENTS THE
RULES AND REGULATIONS, AND THE ASSESSMENTS POLICY]

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Pecan Square Residential Community, recorded in the Official Public Records of Denton County, Texas, as amended.

Background. Sections 209.006, 209.0063, and 209.0064 of the Property Code have been amended to require an Association to afford an owner a minimum period of 45 days to cure the delinquency and impose additional restrictions on the Association's ability to report the delinquency to a credit reporting service. In particular, this Delinquent Assessment Notice Requirements Policy *supplements* the Association's existing assessment collection policies and procedures to (a) extend the cure opportunity to 45 days; (b) to require notice and an opportunity to cure in the event the Association decides to notify any credit reporting service of the owner's delinquency; and (c) to incorporate the new requirement that certain fees or charges be "reasonable."

1. **45-Day Deadline to Cure.** For any delinquency, before the Association may hold an Owner liable for the fees of a collection agent or report any delinquency of an Owner to a credit reporting service, the Association or its agent must give written notice to the Owner by certified mail. The notice shall specify each delinquent amount and the total amount of the payment required to make the account current. The notice must also describe the options the Owner has to avoid having the account turned over to a collection agent, including information regarding the availability of a payment plan through the Association, and the notice must provide the Owner with a period of at least 45 days for the Owner to cure the delinquency before further collection action is taken.

2. **Credit Reporting.** If the Association reports any delinquency, including delinquent fines, fees, or assessments, to a credit reporting service, the Association must first send the Owner, via certified mail, hand delivery, or electronic delivery, a notice that includes:
 - (a) a detailed report of all delinquent charges owed; and
 - (b) information about the opportunity to enter into a payment plan.

Notice of the intent to report the delinquency may be combined with the 45-day notice set forth in *Paragraph 2* above. The Association or its agent may not report any

delinquent fines, fees, or assessments to a credit reporting service that are the subject of a pending dispute between the Owner and the Association. In addition to the foregoing requirements, the notice must be sent at least 30 business days before the report is made. No fee may be charged back to the Owner for the cost of the actual reporting of the delinquency to the credit reporting service.

3. **Application of Payments.** Any payment made by an Owner who is not in default under a payment plan shall be applied to Owner's debt in the following order of priority:

- (a) any delinquent assessment;
- (b) any current assessment;
- (c) any reasonable attorney's fees or reasonable third-party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
- (d) any reasonable attorney's fees incurred by the Association that are not subject to the preceding provision (Paragraph 3(c));
- (e) any reasonable fines assessed by the Association; and
- (f) any other reasonable amount owed to the Association.

If at the time the Association receives a payment from an Owner, and the Owner is in default under a payment plan entered into with the Association, then the Association is not required to apply the payment in the order of priority specified above; and, in applying the payment, a fine assessed by the Association may not be given priority over any other amount owed to the Association.

4. **Amendment.** This policy may be amended by the Declarant during the Development Period and, thereafter, by a majority of the Board.

ATTACHMENT E

PECAN SQUARE RESIDENTIAL COMMUNITY, INC.

RELIGIOUS DISPLAY POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Pecan Square Residential Community, recorded in the Official Public Records of Denton County, Texas, as amended.

1. **Display of Religious Items.** Section 202.018 of the Texas Property Code provides certain rights for an owner or resident to display or affix one or more religious items on the owner's or resident's property. The display of which is motivated by the owner's or resident's sincere religious belief.
2. **Content Prohibitions.** No religious item may be displayed that: (a) threatens the public health or safety; (b) violates a law other than a law prohibiting the display of religious speech; or (c) contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content.
3. **Location Restrictions.** No religious item may be displayed that: (a) is installed on property owned or maintained by the Association; (b) installed on property owned in common by members of the Association; (c) violates any applicable building line, right-of-way, setback, or easement; or (d) is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.
4. **Removal.** The Association may cause to be removed any item which is in violation of the terms and provisions of this policy.
5. **Conflicts.** To the extent that any provision of the Association's recorded covenants restrict or prohibit an owner or resident from displaying or affixing a religious item in violation of the controlling provisions of Section 202.018 of the Texas Property Code, the Association shall have no authority to enforce such provisions, and the provisions of this policy shall control.
6. **Amendment.** This policy may be amended by the Declarant during the Development Period and, thereafter, by a majority of the Board.

ATTACHMENT F

PECAN SQUARE RESIDENTIAL COMMUNITY, INC.

**STATUTORY NOTICE OF POSTING AND RECORDATION OF
ASSOCIATION GOVERNING DOCUMENTS
[AMENDS AND SUPPLEMENTS THE RECORDS POLICY]**

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Pecan Square Residential Community, recorded in the Official Public Records of Denton County, Texas, as amended.

1. **Association Information – Web Access.** The Association shall make current versions of the Association's dedicatory instruments available to the Association's members via the internet. As set forth in Texas Property Code Section 202.001, "dedicatory instrument" means each document governing the establishment, maintenance or operation of a residential subdivision, planned unit development, condominium or townhouse regime, or any similar planned development. The term includes the declaration or similar instrument subjecting real property to: (a) restrictive covenants, bylaws, or similar instruments governing the administration or operation of a property owners' Association; (b) properly adopted rules and regulations of the property owners' Association; or (c) all lawful amendments to the covenants, bylaws, instruments, rules, or regulations. The Association shall file the dedicatory instruments in the real property records of each county in which the property to which the documents relate is located.

2. **Management Certificate.** The Association will maintain and update, as needed, a Management Certificate, in the form attached hereto as **Exhibit A**, that contains: (a) the name of the subdivision; (b) the name of the Association; (c) the recording data for the subdivision; (d) the recording data for the declaration and any amendments; (e) the name and mailing address of the Association; (f) the name, and mailing address, telephone number, and e-mail address of the person managing the Association or the Association's designated representative; (g) the website address where the Association's dedicatory instruments are available; (h) the amount and description of fees charged by the Association relating to a property transfer in the subdivision; and (i) any other information the Association considers appropriate. The Management Certificate must be signed and acknowledged by an officer or the managing agent of the Association. An amended Management Certificate must be recorded not later than the 30th day after the date the Association has notice of a change in any information in the recorded certificate. Not later than the seventh day after the date a Management Certificate or amendment is recorded, the document will also be electronically filed with the Texas Real Estate Commission.

EXHIBIT "A"

PROPERTY OWNERS' ASSOCIATION
MANAGEMENT CERTIFICATE
for
PECAN SQUARE RESIDENTIAL COMMUNITY ASSOCIATION, INC.

STATE OF TEXAS §
 §
COUNTY OF DENTON §

The undersigned, being the Managing Agent of Pecan Square Residential Community Association, Inc., a Texas nonprofit corporation ("Association") organized and existing under the laws of the State of Texas, submits the following information pursuant to and in accordance with Section 209.004 of the Texas Property Code, which supersedes any Management Certificates previously filed by the Association:

1. Name of Subdivision: The name of the Subdivision is Pecan Square.
2. Name of Association: The name of the Association is Pecan Square Residential Community Association, Inc.
3. Recording Data for the Subdivision:

The Plats are recorded in the Plat Records of Denton County, Texas, as:

Plat 1 (Phase 1A): Document 2019-90, recorded on February 21st, 2019;
Plat 2 (Phase 1B): Document 2019-89, recorded on February 21st, 2019;
Plat 3 (Phase 1C): Document 2019-91, recorded on February 21st, 2019; and
Plat 4 (Phase 1D): Document 2019-88, recorded on February 21st, 2019.

4. Recording Data for the Declaration*:
 - a. Lots in Pecan Square are subject to the Declaration of Covenants, Conditions and Restrictions for Pecan Square Residential Community recorded on April 23rd, 2019, as Document 2019-44024, Real Property Records, Denton County, Texas, and amended or supplemented with the following:
 - b. Supplemental Declaration of Covenants, Conditions and Restrictions for Pecan Square Residential Community (Phases 2A-1 and 2A-2), Document 2020-110426, Real Property Records, Denton County, Texas, recorded on July 28, 2020; and
 - c. First Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions for Pecan Square Residential Community (Phases 2B: 2B-1, 2B-2 and 2B-3), Document 2021-66729, Real Property Records, Denton County, Texas, recorded on April 14, 2021.

5. Name and mailing address of the Association through its Managing Agent is:

Pecan Square Residential Community Association, Inc.
 c/o FirstService Residential Texas, Inc., a Texas corporation,
 d/b/a First Service Residential ("FirstService Residential")
 14951 North Dallas Parkway, Suite 600
 Dallas, Texas 75254
 Phone: 214.871.9700

6. The Contact Information for the Association's Designated Representative: The contact information of the designated representative of the Association is: FirstService Residential Texas, Inc. Address: 14951 North Dallas Parkway, Suite 600, Dallas, Texas 75254. Phone No.: 214.871.9700. Email Address: Mgmt-CertificateTX@fsresidential.com.

7. The Association's Dedicatory Instruments are Available to Members Online at:
<https://PecanSquarehoa.com>

8. The Amount and Description of the Fees and Other Charges by the Association in Connection with a Property Transfer:

Description	Fee
Resale Certificate	\$375.00; \$450.00; \$500.00 (6-10 days; 3-5 days; 1-2 days)
Ownership Transfer Fee	\$295.00
Sub-Association Transfer Fee	\$100.00
Refinance Fee	\$150.00; \$225.00; \$275.00 (6-10 days; 3-5 days; 1-2 days)
Resale Certificate Update	\$75.00
Uniform Condo Questionnaire	\$220.00; \$275.00; \$325.00 (6-10 days; 3-5 days; 1-2 days)
Lender Form Condo Questionnaire	\$350.00
HOA Questionnaire	\$250.00
Loan Estimate Questionnaire	\$100.00
Initial Fee	\$200.00
Reserve Fee	\$200.00
Common Benefit Fund Fee per Lot Type:	
Type 1	\$750.00
Type 2	\$875.00
Type 3	\$1,000.00
Type 4	\$1,150.00
Type 5	\$750.00
Type 6	\$700.00

ACKNOWLEDGEMENT

The foregoing is a true and correct copy of the Management Certificate for the association identified above.

PECAN SQUARE RESIDENTIAL COMMUNITY
ASSOCIATION, INC.,
a Texas nonprofit corporation

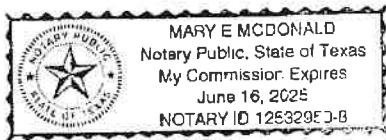
By: First Service Residential Texas, Inc., Managing Agent

By: 
Patrick Droesch, President

*This Management Certificate does not purport to identify every publicly recorded document affecting the Subdivision, or to report every piece of information pertinent to the Subdivision. This Management Certificate should not be relied upon for any purpose other than to provide instruction for identifying and contacting the Association.

STATE OF TEXAS §
 §
COUNTY OF Dallas §

BEFORE ME, the undersigned notary public, on this 28 day of September, 2023, personally appeared Patrick Droesch, President, FirstService Residential on behalf of FirstService Residential Texas, Inc., Managing Agent for Pecan Square Residential Community Association, Inc., a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.




Notary Public in and for the State of Texas

ATTACHMENT G

PECAN SQUARE RESIDENTIAL COMMUNITY, INC.
EMAIL REGISTRATION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Pecan Square Residential Community, recorded in the Official Public Records of Denton County, Texas, as amended.

1. **Purpose.** The purpose of this Email Registration Policy is to facilitate proper notice of annual and special meetings of members of the Association pursuant to Section 209.0051(e) of the Texas Property Code.

2. **Email Registration.** Should the Owner wish to receive any and all email notifications of annual and special meetings of members of the Association, it is the Owner's sole responsibility to register his/her email address with the Association and to continue to keep the registered email address updated and current with the Association. In order to register an email address, the Owner must provide their name, address, phone number and email address through the method provided on the Association's website, if any, and/or to the official contact information provided by the Association for the community manager.

3. **Failure to Register.** An Owner may not receive email notification or communication of annual or special meetings of members of the Association should the Owner fail to register his/her email address with the Association and/or properly and timely maintain an accurate email address with the Association. Correspondence to the Association and/or Association manager from an email address or by any method other than the method described in Paragraph No. 2 above will not be considered sufficient to register such email address with the Association.

4. **Amendment.** The Association may, from time to time, modify, amend, or supplement this Policy or any other rules regarding email registration.

ATTACHMENT H

PECAN SQUARE RESIDENTIAL COMMUNITY, INC.
GENERATOR POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Pecan Square Residential Community, recorded in the Official Public Records of Denton County, Texas, as amended.

A. ARCHITECTURAL REVIEW APPROVAL REQUIRED

As part of the installation and maintenance of a generator on an Owner's Lot, an Owner may submit plans for and install a standby electric generator ("Generator") upon written approval by the architectural review authority under the Declaration (the "ACC").

B. GENERATOR PROCEDURES AND REQUIREMENTS

1. Application. Approval by the ACC is required prior to installing a Generator. To obtain the approval of the ACC for a Generator, the Owner shall provide the ACC with the following information: (i) the proposed site location of the Generator on the Owner's Lot; (ii) a description of the Generator, including a photograph or other accurate depiction; and (iii) the size of the Generator (the "Generator Application"). A Generator Application may only be submitted by a tenant if the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Generator Application. The ACC is not responsible for: (i) errors or omissions in the Generator Application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved Generator Application or (iii) the compliance of an approved application with Applicable Law.

2. Approval Conditions. Each Generator Application and all Generators to be installed in accordance therewith must comply with the following:

(i) The Owner must install and maintain the Generator in accordance with the manufacturer's specifications and meet all applicable governmental health, safety, electrical, and building codes.

(ii) The Owner must use a licensed contractor(s) to install all electrical, plumbing, and fuel line connections and all electrical connections must be installed in accordance with all applicable governmental health, safety, electrical, and building codes.

(iii) The Owner must install all natural gas, diesel fuel, biodiesel fuel, and/or hydrogen fuel line connections in accordance with applicable governmental health, safety, electrical, and building codes.

(iv) The Owner must install all liquefied petroleum gas fuel line connections in accordance with the rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes.

(v) The Owner must install and maintain all non-integral standby Generator fuel tanks in compliance with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.

(vi) The Owner must maintain in good condition the Generator and its electrical lines and fuel lines. The Owner is responsible to repair, replace, or remove any deteriorated or unsafe component of a Generator, including electrical and fuel lines.

(vii) The Owner must screen a Generator if it is visible from the street faced by the residence, located in an unfenced side or rear yard of a Lot, and is visible either from an adjoining residence or from adjoining property owned by the Association, and/or is located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the Association.

(viii) The Owner may only perform periodic testing of the Generator consistent with the manufacturer's recommendations between the hours of 9 a.m. to 5 p.m., Monday through Friday.

(ix) No Owner shall use the Generator to generate all or substantially all of the electric power to the Owner's residence unless the utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility service to the residence.

(x) No Owner shall locate the Generator (i) in the front yard of a residence; or (ii) in the side yard of a residence facing a street.

(xi) No Owner shall locate a Generator on property owned by the Association.

(xii) No Owner shall locate a Generator on any property owned in common by members of the Association.

3. Process. Any proposal to install a Generator on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this Generator Policy when considering any such request.

4. Approval. Each Owner is advised that if the Generator Application is approved by the ACC, installation of the Generator must: (i) strictly comply with the Generator Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Generator to be installed in accordance with the approved Generator Application, the ACC may require the Owner to: (a) modify the Generator Application to accurately reflect the Generator installed on the Property; or (b) remove the Generator and reinstall the Generator in accordance with the approved Generator Application. Failure to install the Generator in accordance with the approved Generator Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of the Declaration and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Generator Application or remove and relocate a Generator in accordance with the approved Generator Application shall be at the Owner's sole cost and expense.

SECOND AMENDMENT
to the
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
for
PECAN SQUARE RESIDENTIAL COMMUNITY

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF DENTON §

WHEREAS, Pecan Square, a subdivision in Denton County, Texas (the “**Subdivision**”) is subject to and governed by that certain Declaration of Covenants, Conditions and Restrictions for Pecan Square Residential Community, recorded at Clerk’s File Volume No. 20190423000236 of the Official Public Records of Denton County, Texas and the Supplemental Declaration of Covenants, Conditions and Restrictions for Pecan Square Residential Community (Phase 2B), recorded at Clerk’s File No. 2011032940 (collectively, the “**Declaration**”) as they may be amended and/or supplemented from time to time, and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Pecan Square Residential Community Association, Inc. (the “**Association**”).

WHEREAS, the Declaration establishes Pecan Square Residential Community Association, Inc. as a property owners’ association and make the owners of the real property in Pecan Square (the “**Property**”) mandatory members of such property owners’ association.

WHEREAS, pursuant to Article XV, Section 15.4 of the Declaration, the Declarant may amend the Declaration in Declarant’s sole discretion until the termination or expiration of the Development Period.

WHEREAS, the Development Period has not expired or terminated.

WHEREAS, Declarant desires to amend certain provisions of the Declaration.

NOW, THEREFORE, the following provisions of the Declaration are amended as set forth below:

1. Article I, Section 1.1 of the Declaration entitled “Defined Terms” is amended to remove the definition of “Dispute.”
2. Article III of the Declaration entitled “Uses, Reservations and Restrictions” is hereby amended through the addition of the following sections:

Section 3.10. **Outbuildings.** Outbuildings may not be constructed or placed on a Lot within the Property without the prior written approval of the ACC and in compliance with the Design Guidelines, as they may be amended and/or supplemented from time to time. Sheds may be a maximum of eight (8) feet in height. A shed with a maximum square footage of 100 square feet is permitted to

be installed on a 60-foot or larger Lot. A shed with a maximum square footage of 64 square feet is permitted to be installed on a 50-foot Lot.

Section 3.11. **Trash Collection.** Trash/recycling may only be placed outside for collection the evening before collection. Trash/recycling must be contained in appropriate receptacles to prevent entry by animals or pests or spillage. Trash/recycling receptacles must be removed from public view the same evening of collection. No outdoor incinerators may be kept or maintained on any Lot. Rear entry Lots may store trash/recycling receptacles outside the Lot's garage so long as the trash/recycling receptacles are not stored in the alley right of way, apron of the driveway or are visible from public view. Trash/recycling receptacles for rear entry Lots must be pulled back up to the garage and stored the same evening of collection.

Section 3.12. **Play Structures.** Play Structures may not be constructed or placed on a Lot within the Property without the prior written approval of the ACC and the approval of the neighboring Lots on either side and directly behind the Lot in question. Guidelines may be established from time to time regarding play forts, playhouses, swing sets, trampolines and other recreational equipment (collectively referred to as "Play Structures"), considering such factors as the overall height, size, location and number of Play Structures placed on a Lot. In setting the Guidelines, the ACC may consider the size and configuration of the Lot; type of fencing on the Lot; location of the Lot in the Subdivision; location of the proposed Play Structures; and the visibility of the Play Structure from streets, other Lots, or the Common Areas.

Section 3.13. **Cluster Mailboxes.** No individual or free-standing mailboxes will be permitted on a Lot. No mailbox within a cluster mailbox may be individualized or decorated, and no numbers, names or other symbols or decorations may be added to mailboxes within a cluster mailbox. The Association may remove and place any numbers, names or other symbols or decorations on a mailbox that does not conform to the Architectural Guidelines and these Regulations and may assess the cost thereof against the Lot or Lots being served by such mailbox. Cluster Mailboxes are not owned or maintained by the U.S. Postal Service. As such, the U.S. Postal Service is not responsible for the maintenance or repair of damaged cluster mailboxes or locks. The Association maintains and repairs the shell of the mailbox unit and the large sized parcel box doors and locks. In the event that maintenance, replacement and/or repair of a cluster mailbox is required, such maintenance, replacement and/or repairs shall be performed by the Association. The costs and expenses incurred by the Association in connection therewith shall be levied against the Owners/users of the cluster mailbox on a pro rata basis (based on the total number of mailbox units within said cluster mailbox) as a special individual assessment secured by the Association's lien. Individual Owners who require lock repair shall contact the Justin Post Office to schedule/address repairs to individual locks.

Section 3.14. Exterior Seasonal Decorations. The Board may promulgate rules regarding the display of exterior seasonal decorations, including lights, banners, flags and wreaths. Such rules may address the appearance and length of time of such display. Any display of exterior seasonal decoration must be maintained and kept in good condition at all times. Holiday lights are permitted to be installed as early as November 1st and must be removed by January 15th. If any exterior seasonal decoration is placed or remains within the Property in violation of this Declaration or the Dedicatory Instruments, the Association (or its agent) is authorized to exercise self-help to bring the Owner's Lot into compliance with this provision. Permanent lighting is permitted upon the written approval of the ACC. Approval of said permanent lighting will require the execution by the Owner or resident of the "Terms and Conditions for Installation of Exterior (Permanent) Lighting Systems" attached as **Attachment 8** to the Pecan Square Residential Community Association, Inc. Dedicatory Instrument Manual, as amended.

3. Article XIII, Section 8.3 of the Declaration entitled "Disputes" is hereby deleted in its entirety.

4. Article XIV of the Declaration entitled "Matters for Mediation and Arbitration" is hereby deleted in its entirety.

Except as amended herein, all provisions in the Declaration, as previously amended or supplemented, remain in full force and effect.

Capitalized terms used herein have the same meanings as those ascribed to them in the Declaration, unless otherwise indicated.

[Certification Page Follows]

IN WITNESS WHEREOF, I have hereunto subscribed my name on the date shown below.

PECAN SQUARE PHASE 1, LLC, a Texas limited liability company

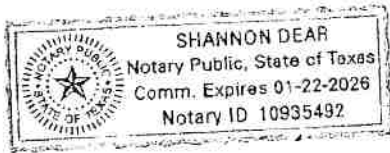
By: Elaine Ford
Name: Elaine Ford
Title: Senior Vice President

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned authority, on this day personally appeared Elaine Ford, SVP on behalf of Pecan Square Phase 1, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of December, 2023.

Shannon Dear
Notary Public in and for the State of Texas



THIRD AMENDMENT
to the
DEDICATORY INSTRUMENT MANUAL
for
PECAN SQUARE RESIDENTIAL COMMUNITY ASSOCIATION, INC.

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF DENTON §

WHEREAS, Pecan Square, a subdivision in Denton County, Texas (the "**Subdivision**") is subject to and governed by that certain Declaration of Covenants, Conditions and Restrictions for Pecan Square Residential Community, recorded at Clerk's File Volume No. 20190423000236 of the Official Public Records of Denton County, Texas and the Supplemental Declaration of Covenants, Conditions and Restrictions for Pecan Square Residential Community (Phase 2B), recorded at Clerk's File No. 2011032940 of the Official Public Records of Denton County, Texas (collectively, the "**Declaration**") as they may be amended and/or supplemented from time to time, and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Pecan Square Residential Community Association, Inc. (the "**Association**").

WHEREAS, the Declaration establishes Pecan Square Residential Community Association, Inc. as a property owners' association and make the owners of the real property in Pecan Square (the "**Property**") mandatory members of such property owners' association.

WHEREAS, the Declarant previously adopted the Pecan Square Residential Community Association, Inc. Dedicatory Instrument Manual, recorded at Clerk's File No. 201945001 of the Official Public Records of Denton County, Texas, as amended by that certain First Amendment to Dedicatory Instrument Manual for Pecan Square Residential Community Association, Inc., recorded at Clerk's File No. 20201001000313 of the Official Public Records of Denton County, Texas (the "**Dedicatory Instrument Manual**").

WHEREAS, pursuant to Article II, Section 2.4 of the Declaration, the Declarant may amend the Governing Documents during the Development Period.

WHEREAS, the Development Period has not expired or terminated.

WHEREAS, Declarant desires to amend the Dedicatory Instrument Manual to add the Pecan Square Residential Design Guidelines as Attachment 7 to the Dedicatory Instrument Manual.

WHEREAS, Declarant desires to amend the Dedicatory Instrument Manual to add the Terms & Conditions for Installation of Exterior (Permanent) Lighting Systems as Attachment 8 to the Dedicatory Instrument Manual.

NOW, THEREFORE, the Pecan Square Residential Design Guidelines are hereby added as Attachment 7 to the Dedicatory Instrument Manual and shall be fully incorporated into same and shall constitute a Dedicatory Instrument of the Association.

NOW, THEREFORE, the Terms & Conditions for Installation of Exterior (Permanent) Lighting Systems are hereby added as Attachment 8 to the Dedicatory Instrument Manual and shall be fully incorporated into same and shall constitute a Dedicatory Instrument of the Association.

Except as amended herein, all provisions in the Dedicatory Instruments, as previously amended or supplemented, remain in full force and effect.

Capitalized terms used herein have the same meanings as those ascribed to them in the Declaration, Rules and Regulations and all Dedicatory Instruments, unless otherwise indicated.

IN WITNESS WHEREOF, I have hereunto subscribed my name on the date shown below.

PECAN SQUARE PHASE 1, LLC, a Texas limited liability company

By:

Elaine Ford

Name:

Elaine Ford

Title:

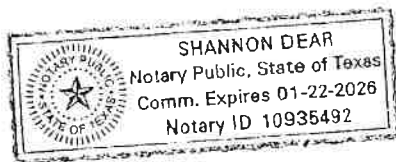
Senior Vice President

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned authority, on this day personally appeared Elaine Ford, SVP on behalf of Pecan Square Phase 1, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of December, 2023.

Shannon Dear
Notary Public in and for the State of Texas





PECAN SQUARE RESIDENTIAL DESIGN GUIDELINES

NORTHLAKE, TX
APRIL 2022

EXTERIOR PAINT COLORS

COLORS & TONES

The color palettes shown are an illustrative range of color schemes typically approved by the Developer; other color schemes may be submitted.

- Paint, stucco, and brick colors must be submitted and approved by the Developer.
- All home colors shall be appropriate to the home style.
- Bright and primary colors are typically not approved by the Developer and shall be avoided.
- When appropriate to the design, the brick may be painted.
- MEP stacks, vents, and other wall/roof penetrations shall have a matte baked-on finish, and the color shall match the abutting wall/roof material.
- Accent colors usage shall be limited to doors, windows, shutters, projecting bays, and awnings appropriate to the home style.
- When light-tone neutral colors are used for the primary home color, accent colors shall be limited to medium-tone or dark-tone neutral colors.
- When medium-tone neutral colors are used for the primary home color, accent colors shall be limited to light-tone neutral colors.
- When dark-tone neutral colors are used for the primary home color, accent colors shall be limited to light-tone neutral colors.

PROHIBITED COMBINATIONS **NO**



PERMITTED COMBINATIONS **YES**



PRIVACY SCREENINGS



PROHIBITED

NO

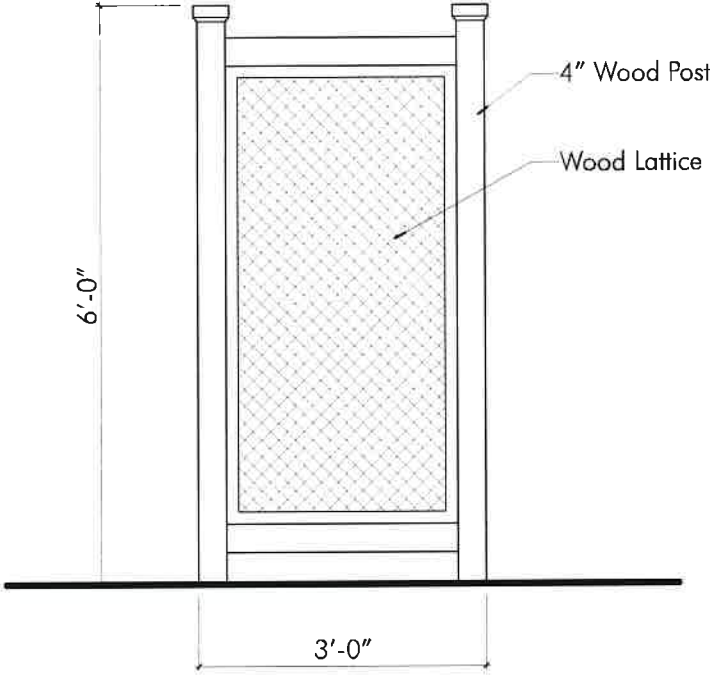


Mesh screening over fencing is prohibited.



PERMITTED

YES



TRELLIS

 **PROHIBITED**

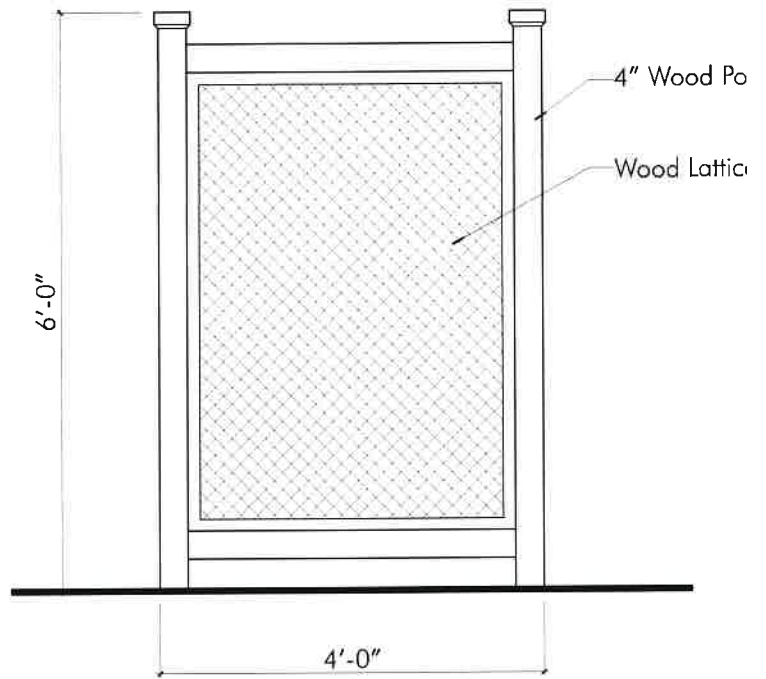
NO



Plastic lattice is not acceptable.

 **PERMITTED**

YES



PERGOLAS

 **PROHIBITED**

NO



 **PERMITTED**

YES

CLASSIC PERGOLA



Freestanding structures in the back yard are permitted pending approval from ARC; must submit design, height, and distance to fence.

GAZEBOS

 **PROHIBITED**

NO



 **PERMITTED**

YES



Freestanding structures with a shingle or metal roof are permitted pending approval from ARC; must submit design, height, and distance to fence.

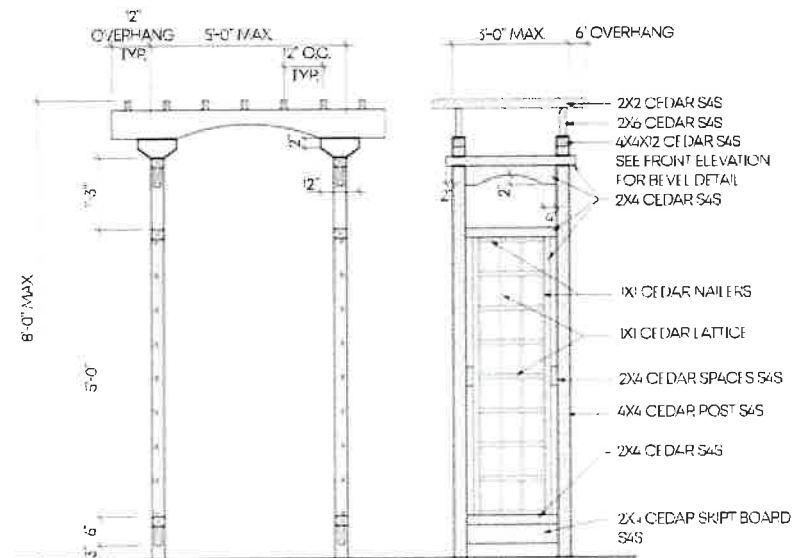
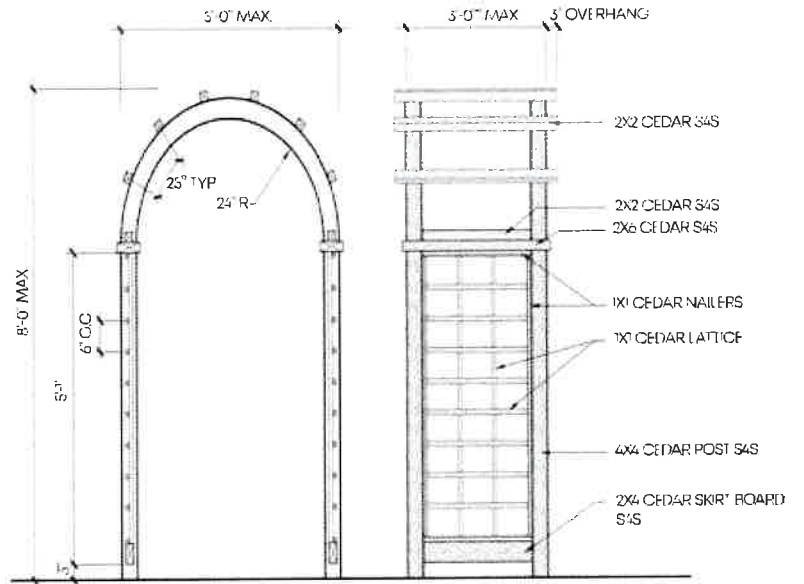
ARBORS

PROHIBITED **NO**

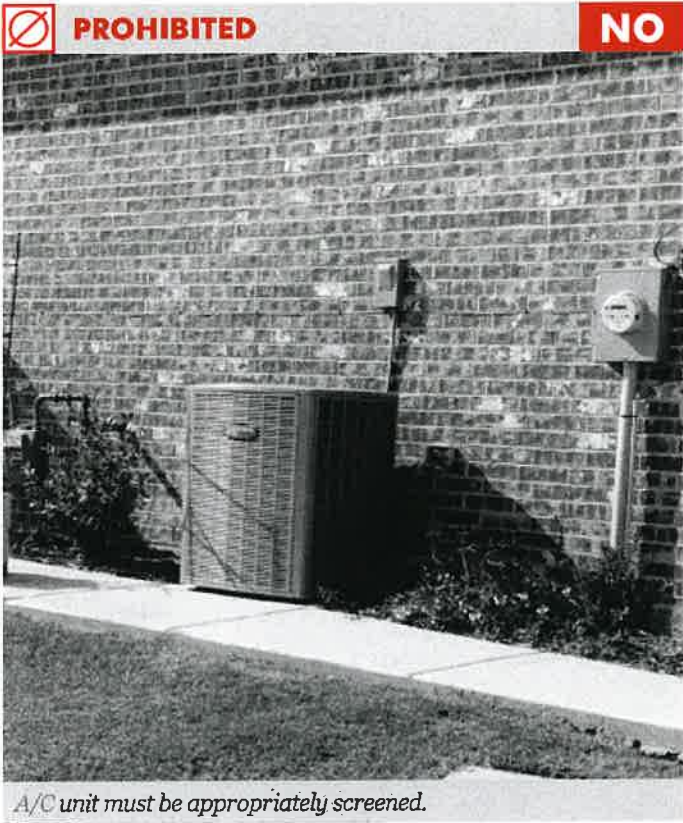


Plastic Arbors are prohibited.

PERMITTED **YES**



REFUSE & A/C SCREENING



SCREEN DOORS

 **PROHIBITED**

NO



Storm doors with horizontal or vertical grids are not acceptable.



Storm doors with horizontal or vertical grids are not acceptable.



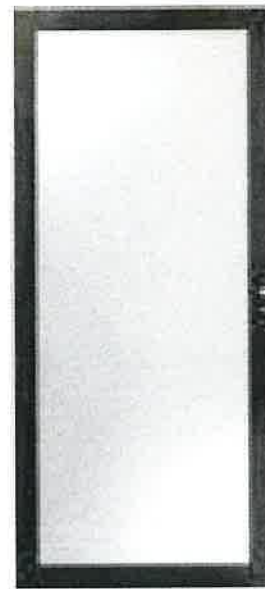
Storm doors with horizontal or vertical grids are not acceptable.



Decorative screen doors must be pre-approved.

 **PERMITTED**

YES

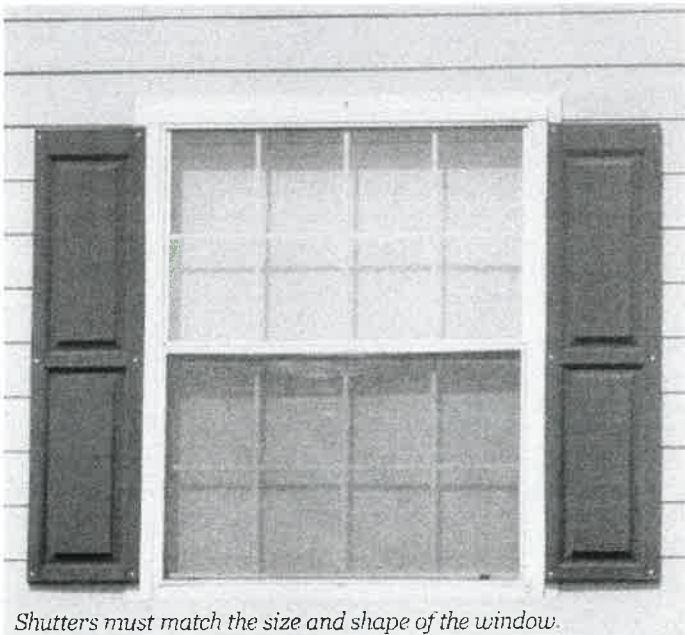


Storm doors without horizontal or vertical grids are permitted

SHUTTERS

 **PROHIBITED**

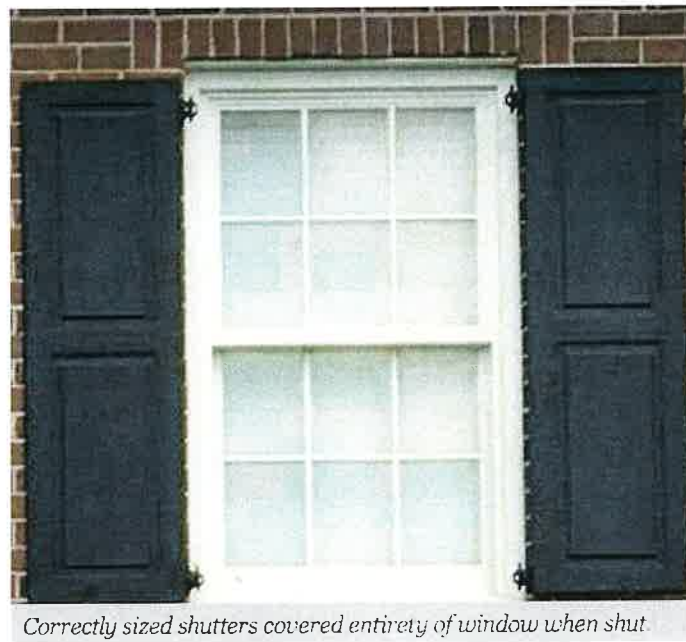
NO



Shutters must match the size and shape of the window.

 **PERMITTED**

YES



Correctly sized shutters covered entirety of window when shut.

SOLAR SCREENS

 **PROHIBITED**

NO



Solar Screens must be consistent with existing window mullion spacing.

 **PERMITTED**

YES



Solar Screens must match the window trim color and mullion spacing.

SOLAR PANELS

 **PROHIBITED**

NO



Ground-mounted solar panels are not permitted.

 **PERMITTED**

YES



Solar Panels are permitted on the home's rear roofline.

EAVE LIGHTING

PROHIBITED **NO**



Eave lighting that is overly bright is prohibited.



Colored up lighting, coach lighting, and eave/down lighting is prohibited. Colored lighting is only permitted for Christmas lighting and may be installed 30 days prior to the holiday.

PERMITTED **YES**



Eave lighting is appropriately spaced with the correct level of brightness, and is in the appropriate range of color temperature.

COACH LIGHTING

PROHIBITED **NO**



Coach lights do not match Architectural style.



Coach lights are too small.



Coach lights do not match Architectural style.



Security cameras cannot be mounted in conflict with lighting.

PERMITTED **YES**

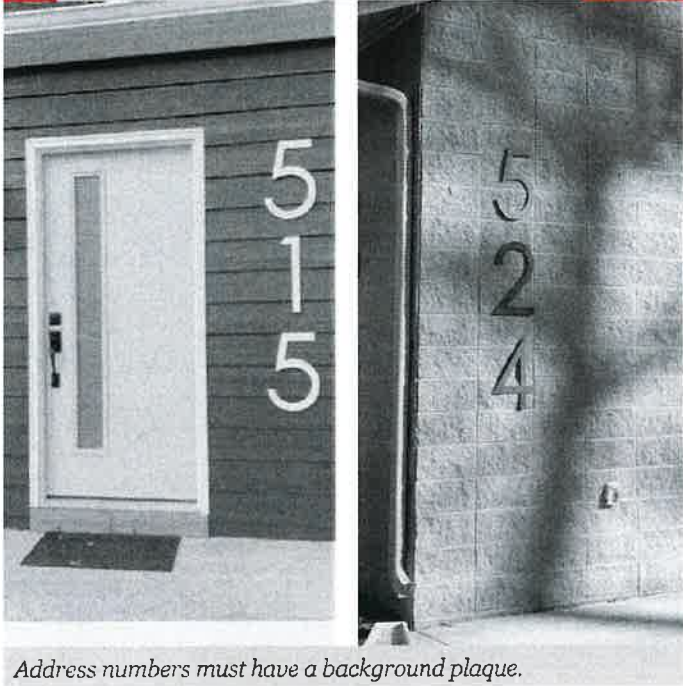


Light fixtures are the appropriate size and match the style of the home.

ADDRESS/ NAME PLAQUES

PROHIBITED

NO



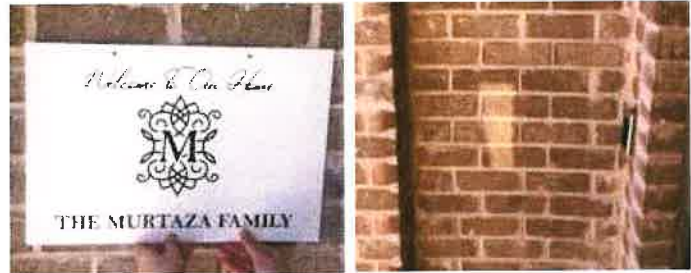
Address numbers must have a background plaque.

PERMITTED

YES



Address plaques are permitted. If there is an existing cast stone address, the plaque must fully cover over the existing address and the design of the numbers and plaque must match the style of the home.



Name plaques are permitted and should be located on the inside of stoop entrances by the front door.

SIDEWALKS

PROHIBITED

NO



Crushed stone sidewalks are prohibited.

PERMITTED

YES



A paver edge to a concrete walk is permitted. Stone pavers are allowed as a concrete sidewalk replacement.

LANDSCAPING BORDERS

PROHIBITED



Wood borders are prohibited.



Brick borders must match brick on home exactly.

NO

PERMITTED

YES



Stone borders match the stone on the home.



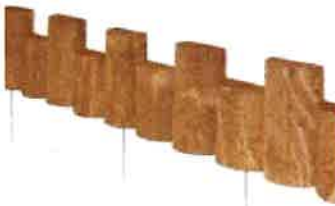
Rolled plastic edging is prohibited.



Faux Brick borders are prohibited.



Rolled plastic edging is prohibited.



Wood borders are prohibited.



Stone & brick combination border match the home.



Metal borders are permitted



Scalloped concrete borders are prohibited.



Scalloped concrete borders are prohibited.



Metal borders are permitted



Metal borders are permitted



Scalloped concrete borders are prohibited.



Landscape borders must be consistent in style.



Stone borders match the home.



Brick borders match the style of the home.

ABOVE GROUND POOLS

PROHIBITED

NO



Metal or Plastic tank pools are prohibited.



Metal or Plastic tank pools are prohibited.

PERMITTED

YES



High level of finish pool is allowed but must be submitted to the ARC for approval.



High level of finish pool is allowed but must be submitted to the ARC for approval.

IN-GROUND POOLS

PROHIBITED

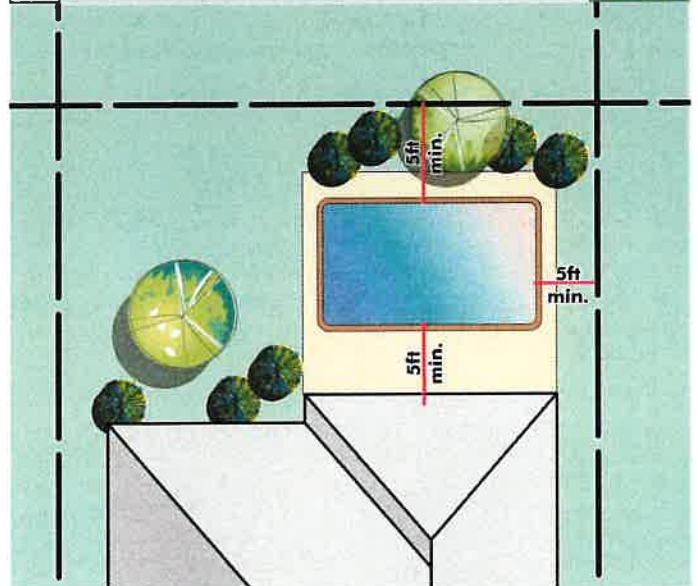
NO



Metal or plastic tank pools are prohibited as permanent pools.

PERMITTED

YES



Pools must be located 5 feet min. from house foundation, side yard property line, and rear yard property line. A property access plan must be submitted.

 **PROHIBITED**

NO



3-Tab shingles are not permitted.

 **PERMITTED**

YES



Architectural shingles are permitted; shingle color must be approved.



3-Tab shingles are not permitted.



Barkwood



Slate



Charcoal



Appalachian Sky



FLAG POLES

PROHIBITED

NO



Flag poles must be appropriate to the home and lot size. 20ft max.

PERMITTED

YES



Only U.S. and Texas flags are permitted.



Odd angled poles are prohibited.



Multiple flags on a single pole are prohibited.



Only U.S. and Texas flags are permitted.

ATTACHMENT 8

PECAN SQUARE RESIDENTIAL COMMUNITY ASSOCIATION, INC.

TERMS & CONDITIONS FOR INSTALLATION OF EXTERIOR (PERMANENT) LIGHTING SYSTEMS

I hereby agree to be bound by the following terms and conditions for installing and operating an exterior permanent lighting system on my home.

Property Address: _____

Installation:

1. All exterior permanent lighting requires approval from Pecan Square Architectural Control Committee (ACC). The Pecan Square ACC will consider such requests made in writing using the Property Modification Approval Request form, and must include;
 - a) the system design specifications;
 - b) applicable contractor information for the installation; and,
 - c) signed acceptance of these terms.
2. Permanent lighting must not have visible power lines, strands/strings, or string connections.
3. Permanent lighting systems must have the ability to be turned on and off manually.
4. Permanent lighting systems must be LED or newer technology that are dimmable, and bulbs must be small enough as to not be visible from the street while turned off.
5. Permanent lighting systems must be consistent with the home's architecture (for example, they must accent rooflines and not zig-zag across the front of the house).
6. Casing, brackets, housing and similar hardware must be painted to match the trim of the home.

Application:

1. Lighting should not create a visual nuisance for your neighbors. The settings for the lighting color temperature and usage to be used daily will be evaluated for a 90-day period to ensure there are no reported issues from neighbors. In the event that there are complaints about the lighting being a visual nuisance, the ACC committee reserves the right to review whether continued use of such lighting system will be allowed and/or whether additional limitations on the use of such lighting system are necessary. This reservation of rights for the ACC to implement necessary changes and/or limitations continues throughout the time the lighting system is installed.
2. Permanent Lighting systems must be kept in good functioning order at all times. Missing or burned-out bulbs must be replaced or repaired immediately. Lights must not be operated until replacement or repairs are completed.

If used for daily security or aesthetic purposes, the 'color temperature' should be set to a soft or warm white light. Light intensity should be no greater than what is typically presented using the up-lights found on homes within Pecan Square. If the permanent lighting system is used for security or aesthetic purposes in conjunction with up-lights, they should be set to the same color temperature.

Security/Aesthetic Usage:

1. If used for daily security or aesthetic purposes, allowed usage includes one light on each corner of the home, and one at each peak point, if applicable.

Holiday Usage:

1. Permanent lighting systems may be used for colored holiday lighting on certain, approved occasions, but colored holiday lighting is not permitted to be used for non-approved holidays or occasions.
 2. Permanent lighting systems may be operated for colored lights as follows:
 - Christmas – November 1st - January 15th
 - Halloween – October 15th - November 15th
2. Permanent lighting systems may be used for colored lighting for religious holidays observed by the homeowner. When using such system for an observed religious holiday, the approved usage period for colored lighting is one week prior to and two days after the observed religious holiday. Owners must notify the HOA of the holiday.
3. All other guidelines related to holiday lighting as noted in the ACC Design Guidelines must be followed.

I will comply with HOA Board requests to limit the operation and use of permanent lighting systems outside of these guidelines. Complaints from nearby neighbors may be a deciding factor for the HOA Board to increase restrictions of the operation and use of permanent lighting systems.

Homeowner Name: _____ Signature: _____
Date: _____

Homeowner Name: _____ Signature: _____
Date: _____

FIRST AMENDMENT
to the
AMENDED AND RESTATED RULES AND REGULATIONS
for
PECAN SQUARE RESIDENTIAL COMMUNITY ASSOCIATION, INC.

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF DENTON §

WHEREAS, Pecan Square, a subdivision in Denton County, Texas (the "**Subdivision**") is subject to and governed by that certain Declaration of Covenants, Conditions and Restrictions for Pecan Square Residential Community, recorded at Clerk's File Volume No. 20190423000236 of the Official Public Records of Denton County, Texas and the Supplemental Declaration of Covenants, Conditions and Restrictions for Pecan Square Residential Community (Phase 2B), recorded at Clerk's File No. 2011032940 of the Official Public Records of Denton County, Texas (collectively, the "**Declaration**") as they may be amended and/or supplemented from time to time, and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Pecan Square Residential Community Association, Inc. (the "**Association**").

WHEREAS, the Declaration establishes Pecan Square Residential Community Association, Inc. as a property owners' association and make the owners of the real property in Pecan Square (the "**Property**") mandatory members of such property owners' association.

WHEREAS, the Declarant previously adopted the Pecan Square Residential Community Association, Inc. Dedicatory Instrument Manual, recorded at Clerk's File No. 201945001 of the Official Public Records of Denton County, Texas, as amended by that certain First Amendment to Dedicatory Instrument Manual for Pecan Square Residential Community Association, Inc., recorded at Clerk's File No. 20201001000313 of the Official Public Records of Denton County, Texas, in which the Declarant approved the Amended and Restated Rules and Regulations for Pecan Square Residential Community Association, Inc. (the "**Rules and Regulations**").

WHEREAS, pursuant to Section 1.14(d) of the Rules and Regulations of the Declaration, the Declarant may amend the Rules and Regulations during the Development Period.

WHEREAS, the Development Period has not expired or terminated.

WHEREAS, Declarant desires to amend certain provisions of the Rules and Regulations.

NOW, THEREFORE, the following provisions of the Rules and Regulations are amended as set forth below:

- 1: Article I, Section 1.2(a) of the Rules and Regulations entitled "Compliance" is amended through the addition of the following sentences:

1.2 Compliance.

(a) Compliance.

The Regulations contained herein do not apply to the Declarant or Association. The compliance obligations contained herein apply solely to Owners, Occupants and all guests and visitors and other Persons (1) using or occupying a Lot belonging to an Owner or (2) using any other portion of property within the Property.

2. Article I, Section 1.2(c) of the Rules and Regulations entitled "Right to Enforce" is deleted in its entirety and replaced with the following language:

1.2 Compliance.

(c) Right to Enforce.

The right, but not the obligation, to enforce these Regulations against any Person who owns or uses any portion of the Property, Lot, Common Areas or any other portion of real property governed by the Association rests solely with the Declarant during the Development Period; the Association; and the Architectural Control Committee. Owners do not have a right to enforce these Regulations.

3. Article I, Section 1.3 of the Rules and Regulations entitled "Obligations of Owners" is amended through the addition of Subsection (f)(i)(A) and (f)(i)(B) as follows:

Section 1.3. Obligations of Owners.

(f) Landscape and Exterior Maintenance.

(i) Landscaping.

(A) Tree Rings and Landscape Borders. Tree rings and landscape borders are hereby permitted to be installed upon written ACC approval as provided in the Pecan Square Residential Design Guidelines. Tree rings and landscape borders are required to be constructed and installed by a professional contractor. Borders and tree rings must be constructed with mortar. Metal edging is permitted in green, brown, and black colors. Plastic, rubber, or bender board style edging is expressly prohibited.

(B) Xeriscaping Guidelines. Xeriscaping of a Lot is permitted upon written ACC approval as provided in the Guidelines Relating to Drought-Resistant Landscaping and Water-Conserving Natural Turf attached hereto as "Exhibit A" to this First Amendment to the Amended and Restated Rules for Pecan Square Residential Community Association, Inc.

4. The following identified subsections within Article I, Section 1.6 of the Rules and Regulations entitled "General Use of Lots" are amended and restated as follows:

Section 1.6 General Use of Lots.

(i) Holiday Decorations. Owners of Lots may display religious, cultural and holiday decorations subject to the Association's right to regulate the time, place and manner of displays that are visible from the street which right shall be exercised in strict accordance with the Act. Holiday decorations, including lighting displays, are permitted inside windows, on the exterior of homes and on front yards, provided (i) they are to scale or proportionate to the size and setback of the homes; (ii) they do not create a noise, appearance or light disturbance for other Lot Owners; (iii) they are appropriate for the holiday; and (iv) they installed no earlier than November 1st and removed by January 15th. If any exterior seasonal decoration is placed or remains within the Property in violation of this Declaration or the Dedicatory Instruments, the Association (or its agent) is authorized to exercise self-help to bring the Owner's Lot into compliance with this provision. Jelly fish lighting is permitted upon written approval of the ACC. Said lighting will not be approved until the Owner or resident signs the Terms and Conditions required for the installation of a permanent lighting system.

(l) Trash Disposal.

(ii) Specific Rules. Owners and all Persons must place trash in a sealed or tied container or bag before putting it in the trash receptacle specified by the waste collection service designated for the Property. Trash must be stored in locations screened from the street. Trash receptacles may not be placed out for pickup before 6:00 pm the day prior to pickup and may not be left out in such place on any other day for any other reason. Rear entry Lots may store trash/recycling receptacles outside the Lot's garage so long as the trash/recycling receptacles are not stored in the alley right of way, apron of the driveway or are visible from public view. Trash/recycling receptacles for rear entry Lots must be pulled back up to the garage and stored the same evening of collection.

(s) Outdoor Lighting. Outdoor lighting sources on a Lot shall not be obtrusive, cause spillover light onto neighboring Lots or create a glare onto neighboring Lots or any other portion of the Property. Flood lights must be directed away from neighboring Lots. "Barnyard" or sodium vapor lights are not permitted. Colored lighting is not permitted, except as holiday decorations which shall be displayed in accordance with Section 1.6(i) of these Regulations. Tree up-lights should be concealed underground or in shrub masses. Spotlights and floodlights cannot be mounted to the front elevation of the house. Outdoor lighting shall not be directed in a manner which distracts motorists. Lights on posts, located in front yards or visible above the fence lines in back or side yards are subject to review and approval by the ACC. Permanent lighting is permitted upon the written approval

of the ACC. Approval of said permanent lighting will require the execution by the Owner or resident of the "Terms and Conditions for Installation of Exterior (Permanent) Lighting Systems."

(t) Mailboxes. No individual or free-standing mailboxes will be permitted on a Lot. No mailbox within a cluster mailbox may be individualized or decorated, and no numbers, names or other symbols or decorations may be added to mailboxes within a cluster mailbox. The Association may remove and place any numbers, names or other symbols or decorations on a mailbox that does not conform to the Architectural Guidelines and these Regulations and may assess the cost thereof against the Lot or Lots being served by such mailbox. Cluster Mailboxes are not owned or maintained by the U.S. Postal Service. As such, the U.S. Postal Service is not responsible for the maintenance or repair of damaged cluster mailboxes or locks. The Association maintains and repairs the shell of the mailbox unit and the large sized parcel box doors and locks. In the event that maintenance, replacement and/or repair of a cluster mailbox is required, such maintenance, replacement and/or repairs shall be performed by the Association. The costs and expenses incurred by the Association in connection therewith shall be levied against the Owners/users of the cluster mailbox on a pro rata basis (based on the total number of mailbox units within said cluster mailbox) as a special individual assessment secured by the Association's lien. Individual Owners who require lock repair shall contact the Justin Post Office to schedule/address repairs to individual locks.

5. Article I, Section 1.11(b) of the Restrictions entitled "Motorized Vehicle Prohibitions" is amended through the addition of the following sentence:

Section 1.11 Vehicle Restrictions

(b) Motorized Vehicle Prohibitions.

The prohibitions contained in this Section 1.11(b) do not apply to vehicles that have been authorized by the Declarant or the Association to be parked on any portion of the Common Areas, streets or any other portion of the Property for any and all lengths of time.

6. The Pool Rules attached as "Exhibit B" to this Amendment shall constitute "Exhibit A" to the Rules and Regulations and shall be incorporated therein.

Except as amended herein, all provisions in the Rules and Regulations, as previously amended or supplemented, remain in full force and effect.

Capitalized terms used herein have the same meanings as those ascribed to them in the Declaration, Rules and Regulations and all Dedicatory Instruments, unless otherwise indicated.

IN WITNESS WHEREOF, I have hereunto subscribed my name on the date shown below.

PECAN SQUARE PHASE 1, LLC, a Texas limited liability company

By: Elaine Ford
Name: Elaine Ford
Title: Senior Vice President

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned authority, on this day personally appeared Elaine Ford, SVP on behalf of Pecan Square Phase 1, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of December, 2023.

Shannon Dear
Notary Public in and for the State of Texas

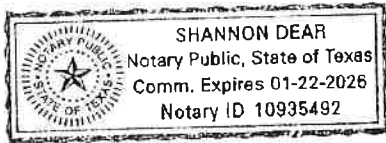


EXHIBIT "A"

**GUIDELINES RELATING TO DROUGHT-RESISTANT LANDSCAPING AND
WATER-CONSERVING NATURAL TURF**

GUIDELINES:

Section 1. **Definitions.** Capitalized terms used in these Guidelines have the following meanings:

- 1.1. **ACC** - The Architectural Control Committee for the Association.
- 1.2. **Declaration** - Declaration of Covenants, Conditions and Restrictions for Pecan Square Residential Community, recorded at Clerk's File Volume No. 20190423000236 of the Official Public Records of Denton County, Texas and the Supplemental Declaration of Covenants, Conditions and Restrictions for Pecan Square Residential Community (Phase 2B), recorded at Clerk's File No. 2011032940 (collectively, the "**Declaration**") as they may be amended and/or supplemented from time to time, and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Pecan Square Residential Community Association, Inc.
- 1.3. **Dedicator Instrument** - Each document governing the establishment, maintenance or operation of the properties within the Pecan Square community, as more particularly defined in Section 202.001 of the Texas Property Code.
- 1.4. **Guidelines** - These Guidelines Relating to Drought-Resistant Landscaping and Water-Conserving Natural Turf for the Association.
- 1.5. **Xeriscape Landscaping** - Drought-resistant landscaping or water-conserving natural turf established by using native and adapted plants that grow and sustain themselves with low water requirements, and that can tolerate heat and drought conditions.
- 1.6. **Pecan Square** - The Pecan Square subdivision/community, including all units, sections and sub-sections, according to the plats thereof recorded in the Plat or Map Records of Denton County, Texas and any other real property which may hereafter be annexed and subjected to the provisions of the Declaration.

Section 2. **Xeriscape Landscaping.** Section 202.007 of the Texas Property Code provides that a property owners' association may not include or enforce a provision in a Dedicatory Instrument that prohibits or restricts a property owner from using Xeriscape Landscaping, except as otherwise provided therein.

The following Guidelines shall be applicable to Xeriscape Landscaping on Lots in Pecan Square:

- 2.1. **ACC Approval.** The installation of Xeriscape Landscaping requires the prior written approval of the ACC. The ACC will allow variances for Xeriscape Landscaping as long as 25% of publicly visible area is covered with natural turf and all other guidelines below are met. Owner must submit an ACC request or a request for a

variance to the ACC. The request must include details of the project and a design plan. Installation of the new Xeriscape Landscaping cannot begin until the request has been approved.

- 2.2. **Criteria.** A proposed installation of Xeriscape Landscaping shall be reviewed by the ACC to ensure, to the extent practicable, maximum aesthetic compatibility with other landscaping in Pecan Square.
- 2.3. **General Requirements.** As a general rule, full lawns composed of naturally green turf are required in the front yard space and the space along the side of the residential dwelling on a Lot not enclosed by a fence.
 - (a) **Ground Cover.** If a deviation from this general rule is allowed, non-turf areas must be decomposed granite, ground hardwood mulch, crushed limestone, flagstone, or loose stone material for a ground cover as approved by the ACC. The ground cover must be maintained to prevent weed growth, preferably without using toxic or environmentally harmful chemicals. Paver stones may be used to create walkways. Concrete surfaces are limited to driveways and sidewalks. Non-turf materials may not be used in an area between a sidewalk and an adjacent street as the material is likely to wash out onto the street. The area within a particular Lot that may be non-turf shall be determined by the ACC; the non-turf area may vary from Lot-to-Lot depending upon the size and configuration of the Lot and the objective of preserving maximum aesthetic compatibility with other landscaping in Pecan Square.
 - (b) **Plants.** Use plants adapted to the pH soil conditions created by the non-turf materials used. For example, don't use acid-loving plants along with alkaline crushed limestone. Acid-loving plants would do well with ground hardwood mulch. Native plants would do well with limestone or crushed granite. For public safety, no plants with thorns, spines, or sharp edges can be used within six feet (6') of the sidewalks. Also, no plants higher than twelve inches (12") may be planted in the sidewalk strip, as this constitutes a visual safety hazard to pedestrians and drivers.
 - (c) **Borders.** Xeriscape and non-turf planted areas must be surrounded by a border to clearly define the xeriscape areas from turfed areas. Borders can consist of metal edging or mortared masonry units. Masonry products include stone, clay brick pavers, or concrete masonry units manufactured as edging shapes. Any proposed masonry edging must receive approval of the ACC. All masonry products must be properly mortared in place to avoid displacement and weed encroachment or growth between masonry units. Brick masonry must be approved for color and type; if brick units are to be used, they must be solid units, not those with holes. No "common" concrete blocks are permitted. If iron edging is used, it must be properly staked and set with top edge not more than two inches (2") above grade.

Borders must be maintained as part of the landscaping, must be kept in attractive conditions, and must be edged.

- (d) **Turf Grasses.** Owners should consider replacing "thirsty" turf grasses, such as St. Augustine, with turf that has lower water requirements. Good turf grasses for our area include Buffalo grass, Zoysia, and Bermuda. However, no one particular turf grass is ideal for all situations, so carefully consider the amount of sunlight your lawn receives before choosing a new turf grass.
- (e) **Hardscapes.** Hardscapes can include large boulders or other natural materials that are used as part of the xeriscape landscaping design. Urns, pots, and other man-made ornamentation can add variety, but are not to exceed four (4) items in public view. Any proposed landscape "decorative items" such as birdbaths, statuary, or other similar non-vegetative items must be approved in advance. No boulders or large rocks exceeding six inches (6") may be used on the casement strips between the sidewalks and the street curb.

Section 3. Landscape Maintenance. Xeriscape Landscaping is subject to the same requirements as other landscaping and must be maintained at all times to ensure an attractive appearance. Plants must be trimmed, beds must be kept weed-free, and borders must be edged. Leaves and other debris must be removed on a regular basis so as to maintain a neat and attractive appearance. No plants may encroach on sidewalks. Sickly and dying plants must be removed and replaced. Perennials, that die back during winter, must be cut back to remove dead materials during winter. This includes most ornamental grasses and other flowering perennials, which go dormant to the ground in winter.

PECAN SQUARE

POOL RULES

ACCESS

Access to the pool area is for members of the Pecan Square Residential Community Association, Inc. that are in good standing and their guests only.

GUESTS:

Guests are welcome but must be accompanied by a homeowner.

Only (4) guests allowed per household.

HOURS: Open Daily. 6:00AM - 10:00AM Lap Swim/Water Aerobics. 10:00AM - 9:00PM Open Swim

POOL RULES

1. **NO LIFEGUARD** on duty. Swim at your own risk.
2. Please shower before entering pool.
3. Proper swimwear required.
4. For the health and safety of the residents, rubber pants in addition to swim diapers are **REQUIRED** for all incontinent individuals.
5. Individuals under the age of 14 **MUST** be accompanied by a resident, 18 years or older, who is in possession of a valid pool fob.
6. A resident 18 years or older and in possession of a valid pool fob **MUST** accompany all guests.
7. Persons with skin diseases, open sores or wounds, inflamed eyes, nasal or ear infections or any communicable diseases are **not** allowed to use the pool.
8. **NO** diving or running and jumping into the pool are allowed.
9. **NO** smoking of any kind.
10. **NO** glass objects of any kind are allowed in the pool or pool area.
11. Radios and other noise should be maintained at a low level at all times.
12. **DO NOT** ride bikes, tricycles, scooters, hover boards, roller blades or skateboards in the pool area.
13. Running, roughhousing or general horseplay that may endanger the safety of others is **NOT** allowed.
14. Traditional beach balls only. No oversized flotation devices, including rafts.
15. Foul language and/or threatening behavior will **NOT** be tolerated.
16. Emergency equipment is to be used for emergencies only.
17. **NO** trespassing after pool hours or during pool closures.
18. **NO** opening of pool entrances for anyone outside of the pool facility.
19. **NO** pets except for assistance animals. Assistance animals are not allowed in the pool.
20. **NO** food of any kind allowed in the pool,
21. The Association and/or Management Company is not responsible for accidents, injuries or theft.
22. **VANDALISM WILL NOT BE TOLERATED.** To report vandalism, call police immediately. Notify the Management Company.
23. In case of **EMERGENCY, CALL 911.**
24. Violation of the Pool Rules may lead to revoking of pool privileges and/or criminal prosecution.