

COVENANTS, CONDITIONS, AND RESTRICTIONS

Foreman’s Landing

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

This Declaration of Covenants, Conditions, and Restrictions (the “Declaration”) is made on 6/11/2025 by D Winborn Development, a Texas Limited Liability Corporation (the “Declarant”), for the purpose of establishing a uniform plan for the development, improvement, and use of the Foreman’s Landing (the “Community”).

ARTICLE I: DEFINITIONS

- 1. **Lot:** Any plot of land shown on the recorded subdivision plat of the Community.
- 2. **Owner:** The record owner, whether one or more persons or entities, of a fee simple title to any Lot.
- 3. **Architectural Review Committee (ARC):** The subdivision architectural design committee of Kim Bedwell and Andrew Winborn.

ARTICLE II: ARCHITECTURAL AND DESIGN STANDARDS

- 1. **Minimum Square Footage:**
 - All single-family residences constructed on any Lot shall have a minimum of 4,000 square feet of heated and cooled living space, exclusive of garages, basements, attics, porches, or other non-living areas.
- 2. **Exterior Materials:**
 - **Masonry:** All exterior walls shall be constructed of brick or natural stone. No siding of any kind (including vinyl, aluminum, or wood) is permitted on the front or the back of the house. Wood or engineered wood siding covering no more than 50% of the side of the house is permitted.
 - **Roofing:** Roofs shall be constructed of high-quality asphalt shingles (minimum 30-year warranty), natural stone, slate, or ceramic/clay tile. Metal roofs are permitted only with ARC approval and must be of premium quality (e.g., copper or standing seam metal).
 - **Prohibited Materials:** No exterior use of synthetic stucco (EIFS), vinyl, aluminum, or other non-approved materials is allowed.
 - **Approval of Non-permitted Materials:** Non-permitted materials can be approved by

kbedwell@briggsfreeman.com. ARC reserves the right to deny requests of non-permitted materials for any reason, or no reason at all.

3. Color Restrictions:

- **Brick and Stone:** Exterior brick or stone shall be in natural, earth-tone colors such as red, brown, beige, or gray. Bright, neon, or non-traditional colors are prohibited.
- **Roofing:** Roof colors shall be limited to neutral or earth-tone shades, including black, dark gray, brown, or muted greens. Reflective or bright colors are prohibited.
- **Trim and Accents:** Exterior trim, shutters, and other accents shall be painted in neutral or complementary colors.
- **Approval of Non-permitted Colors:** Non-permitted Colors can be approved by ARC. Owner must submit a request to ARC by emailing Kim Bedwell at kbedwell@briggsfreeman.com. ARC reserves the right to deny requests of non-permitted colors for any reason, or no reason at all.

4. Architectural Style:

- Residences shall reflect architectural styles consistent with the luxury character of the Community, such as Traditional, European, Modern, or Mediterranean. Other styles could be approved by ARC.

5. Garages:

- Each residence shall include an attached or detached garage for at least two vehicles. Garages facing the street must have high-quality doors (e.g., wood or carriage-style) and shall not dominate the facade of the home.

6. Driveways and Walkways:

- Driveways and walkways shall be constructed of concrete, brick, or stone pavers. Asphalt driveways are prohibited.

7. Landscaping:

- Each Lot shall be professionally landscaped within 90 days of occupancy.
- Irrigation systems are required for all landscaped areas.

8. Fencing:

- Fences must be constructed of brick, stone, wood, or wrought iron. Chain-link and vinyl fences are prohibited unless approved by ARC.

9. **Ancillary Structures:**

• Outbuildings, such as guest houses, pool houses, or storage sheds, must match the primary residence in materials and design. No temporary or prefabricated structures are permitted.

ARTICLE III: GENERAL PROVISIONS

1. **Enforcement:**

- Any Owner may enforce these CC&Rs through legal action.

2. **Term:**

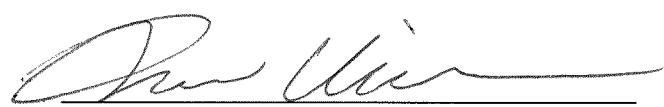
• These CC&Rs shall remain in effect for a term of 30 years from the date of recording, after which they may be amended or extended by a vote of 60% of Lot Owners. The owner of each of the 5 lots will be counted as one vote. The percentage will **not** be calculated by square foot or acreage.

3. **Amendments:**

• These CC&Rs may be amended by a vote of 60% of Lot Owners, provided such amendments are recorded in accordance with Texas law. The owner of each of the 5 lots will be counted as one vote. The percentage will **not** be calculated by square foot or acreage.

4. **Construction Timeline:**

• Construction of a residence must commence within 18 months of Lot purchase, barring unforeseen circumstances approved by the ARC.



Andrew Winborn, President of D Winborn Development, LLC

Notary Public Acknowledgement:

On this 10th day of July, 2025, before me, a Notary Public in and for the State of Texas, personally appeared Andrew Winborn known to me (or satisfactorily proven) to be the

person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes therein contained, in the capacity of President of D Winborn Development, LLC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public Signature: Marisa Webster

Printed Name of Notary: Marisa Webster

Notary Public, State of Texas

