

The Bridges at Preston Crossings POA, Inc.

c/o Essex Association Management, L.P.

January 21, 2015

All Homeowners  
The Bridges at Preston Crossings

Re: For Sale or For Rent Signs on Lots

Dear Homeowners,

The Bridges at Preston Crossings Architectural Review Board would like to remind all Homeowners that Section 9.5(i) of the Covenants, Conditions and Restrictions (“CC&R’s”) of the Association do not allow Owners to post signs of any kind including For Sale or For Rent signs on Lots without the express written consent of the Architectural Review Committee.

**Only qualified Builders and the Developer are permitted to place advertising signs on Lots; such signs must comply with the Architectural Site and Design Guidelines, Sections 4.02, 12.02 and 13.0.**

To avoid a possible citation / violation notice, The Bridges at Preston Crossings POA, Inc. is asking that all Homeowners please comply with the CC&R’s of the Association by not posting unauthorized signs on Lots. If you have any questions or would like further information, please contact our Managing Agent, Essex Association Management, at (972)428-2030 or by e-mail at [info@essexhoa.com](mailto:info@essexhoa.com). Thank you for your cooperation.

Sincerely,

The Bridges at Preston Crossings Architectural Review Board

Enclosure: Excerpt from Section 9.5(i) of the CC&R’s, and  
Sections 4.02, 12.02 and 13.0 of the Architectural Site and Design Guidelines

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ARB shall implement an approval process utilizing established criteria and requiring the submission of a written application for approval. Approval of architects, Builders and contractors may not be construed as a recommendation of a specific architect, Builder or contractor by the ARB or the Declarant, nor a guarantee or endorsement of the work or financial condition of such architect, Builder or contractor. Owners shall have no claim at law or in equity against the ARB, the Association, the Declarant nor any members or agents of the same on the basis of any ARB approval of an architect, Builder or general contractor. Once approved (unless such approval is withdrawn by the ARB), an approved architect, Builder or contractor shall not be required to re-submit to the approval process.

9.5. Specific Guidelines and Restrictions.

(a) Exterior Structures and Improvements. Exterior structures and improvements shall include, but shall not be limited to, staking, clearing, excavation, grading and other site work; installation of utility lines or drainage improvements; initial construction of any dwelling or accessory building; exterior alteration of existing improvements; installation or replacement of mailboxes; basketball hoops; swing sets and similar sports and play equipment; clotheslines; garbage cans; wood piles; swimming pools; gazebos or playhouses; window air-conditioning units or fans; hot tubs; solar panels; antennas; satellite dishes or any other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind; hedges, walls, dog runs, animal pens, or fences of any kind, including invisible fences; artificial vegetation or sculpture; and planting or removal of landscaping materials. Notwithstanding the foregoing, the Declarant and the Association shall regulate antennas, satellite dishes, or any other apparatus for the transmission or reception of television, radio, satellite or other signals of any kind only in strict compliance with all federal laws and regulations.

(b) In addition to the foregoing activities requiring prior approval, the following items are strictly regulated, and the reviewing body shall have the right, in its sole discretion, to prohibit or restrict these items within the Properties. Each Owner must strictly comply with the terms of this Section unless approval or waiver in writing is obtained from the appropriate reviewing body. The ARB may, but is not required to, adopt specific guidelines as part of the Design Guidelines or rules and regulations which address the following items.

(i) Signs. No "for sale" or "for rent" signs are permitted on the Properties. No other sign of any kind shall be erected by an Owner or occupant without the prior written consent of the ARB, as applicable, except (1) such signs as may be required by legal proceedings; and (2) not more than one (1) professional security sign of such size deemed reasonable by the ARB in its sole discretion. Unless in compliance with this Section, no signs shall be posted or erected by any Owner or occupant within any portion of the Properties, including the Common Area, any Unit, any structure or dwelling located on the Common Area or any Unit (if such sign would be visible from the exterior of such structure or dwelling as determined in the reviewing body's sole discretion) or from any Private Amenity.

The Declarant and the ARB reserve the right to prohibit signs and to restrict the size, content, color, lettering, design and placement of any approved signs. All authorized signs must be professionally prepared. This provision shall not apply to entry, directional, or other signs installed by the Declarant or its duly authorized agent as may be necessary or convenient for the marketing and development of the Properties, including, without limitation, "for sale" signs installed by Declarant and Builder signs installed in accordance with the Design Guidelines.

the file. See Section 27.0. This does not constitute a certificate of occupancy which can only be issued by the City of Gunter.

#### 4.0 The Construction Process

##### 4.01 Construction Time Limit

All dwellings and other structures must be completed within one year from the date of clearing. Exceptions may be granted where such completion is impossible, when continuation would result in great hardship to the owner or builder due to strikes, fires, national emergencies, or natural calamities as deemed by the ARB. If an extension is needed, the builder may submit an extension request, including projected completion date, in writing to the ARB. Failure to complete the project within the deadline will result in special assessments or other enforcement rights as set forth in the Covenants.

If construction has not commenced within six months after the date of Approval, it shall be deemed to have expired unless applicant, prior to such expiration date, has requested and received an extension in writing from the ARB.

##### 4.02 Builder's Sign

Builder signs shall be installed at the completion of clearing and grading. The sign shall remain properly installed throughout construction. Signs shall be removed prior to the release of the construction deposit. Specifications for the standard builder's sign can be found in section 13.0. Builder signs may be purchased from a sign company of your choice meeting the sign specifications contained in Section 13.

##### 4.03 Port-A-John

A port-a-john will be required for each job site. The port-a-john must be placed behind the builder's sign or behind the structure, with the door opening toward the rear of the lot. If no builder's sign is present, lattice shall be required to screen the port-a-john.

##### 4.04 Tree Protection

As mentioned in the introduction, one of the primary goals of these Design Guidelines is the preservation of the property's existing natural features. Because of this, tree removal outside of the building envelope must be kept to an absolute minimum. All trees that are 3" in caliper and greater are considered protected with the exception of non-specimen trees as described by the City of Gunter's subdivision Ordinance. Each applicant must submit a tree survey, inclusive of accurate tree locations, species and caliper. Trees proposed to be removed prior to commencing construction shall be shown on the survey. Tree protection requirements are as follows:

- a. Protective fencing shall be installed at the drip line prior to site work or construction activity. (See section 16.0 for tree protection details.)
- b. The barricade shall be constructed of suitable post extending a minimum of 4 feet above grade. Posts shall be spaced appropriately and shall be joined continuously by orange plastic mesh fencing.
- c. The barricade shall remain in place and in good condition for the duration of the construction activity and shall be the last item removed from the site during final cleanup.
- d. Storage, temporary, or otherwise, of equipment or materials is not permitted under the drip line of trees.
- e. No signs shall be nailed to trees.
- f. No controlled fires will be allowed in a tree save area or elsewhere in the Development.
- g. No concrete washout shall be allowed in a tree save area.
- h. No petroleum-based products or other potentially hazardous or toxic substances may be disposed of underneath any tree save area.
- i. All trees shall be maintained, cared for and repaired in the event of damage by builders until the property is transferred by lease or sale to a third party.
- j. Failure to follow any of the tree protection standards listed above will result in a fine of \$200 per incident
- k. If trees designated for preservation are cleared or removed during construction, the builder shall be subject to a fine of \$100 per caliper inch for each tree removed. In addition, replacement trees may also be required. The replacement trees shall be of the same species as a replacement rate of 1 caliper for every caliper removed.
- l. All trees to be removed must be done so in accordance with the City of Gunter's Tree Ordinance.

##### 4.05 Construction Site Barricades

Prior to beginning construction, a temporary barricade shall be installed on the property line between the construction site and any contiguous home sites. See section 22.0. It must be constructed of suitable post extending a minimum of 4 feet above grade. Posts shall be spaced appropriately and shall be joined continuously by orange plastic mesh fencing. The barricade shall remain in place and in good condition for the duration of the

All permanent vehicles, including golf carts, shall be kept in a garage. Recreational vehicles (boats, motor homes, and campers) shall be stored in the garage. Any other vehicles or equipment that cannot be stored in a garage are not allowed and must be removed from the property at the owner's expense.

#### 12.02 Signage

All builder signs must be identical to the sign shown in section 13.0. Subcontractor signs are not allowed on the property. Any additional signage or displays found on a jobsite may be removed at any time without warning. Builder signs shall be removed prior to release of the construction deposit.

\* No other signs, except as provided in Article 9.5(b)(i) of the Declaration of Covenants, are permitted on the property without ARB approval. This includes, but is not limited to, political signs, or any other type of advertising structure.

### 13.0 STANDARD BUILDER SIGNS

Excerpt from: The Bridges at Preston Crossings,  
Architectural Site and Design Guidelines

