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**DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS/ BYLAWS FOR THE ROCKY CREEK ESTATES**

**THE STATE OF TEXAS
COUNTY OF PARKER**

THIS DECLARATION (herein so called) is made this 16 day of January, 2019, by Triad Land and Development, LLC (herein referred to as "Developer" and as "Declarant").

WITNESSETH:

WHEREAS, Developer is the owner of the real property referred to in Article II hereof and described on the final plat attached hereto, and made a part hereof for all purposes, and desires to create thereon a residential community including, but not limited to, residential lots, open spaces, landscaping, sprinkler system, streets, common lighting, fencing, drives, screening walls, and other common improvements for the benefit of the community; and

WHEREAS, Developer desire to provide for, among other matters, the preservation of the values and amenities in said community and for the maintenance of said open spaces, landscaping, sprinkler systems, Streets Systems, common lighting, fencing, drives, screening walls, and any and all other common improvements; and, to this end, desires to subject the real property referred to in Article II, together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each and every owner of any part thereof.

WHEREAS, Developer has provided through this Declaration that Declarant will be responsible for enforcement of the terms of the Declaration and for all other rights and duties of the Declarant under this Declaration.

WHEREAS, the Declarant may, at any time, assign its rights and obligations, in whole or in part, including all authority given to Declarant by this Declaration and under applicable laws, to any individual, company or corporation it deems appropriate, and any successor or assign of Declarant shall become the Declarant to the extent of the succession or assignment of the Declarant's authority.

NOW, THEREFORE, Declarant and Developer declare that the real property referred to in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied only as expressly subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

**ARTICLE I
DEFINITIONS**

The following words when used in this Declaration or any Supplemental Declaration (Unless the context shall otherwise prohibit) shall have the following meanings:

- (a) "**Architectural Control Committee**" or "**Committee**" shall mean and refer to the architectural control committee described in Article X hereof.
- (b) "**Builder**" shall mean any homebuilder constructing the initial Dwelling upon a Lot in the normal course of conducting its business for profit. For the avoidance of doubt, North Texas Maverick Builders, LP is a Builder under this Declaration.
- (c) "**Developer**" means Triad Land and Development, LLC, owner of the real property identified on Exhibit A, attached hereto.

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- (c) "**Developer**" means Triad Land and Development, LLC, owner of the real property identified on Exhibit A, attached hereto.

- (d) **"Declarant"** means Triad Land and Development, LLC.
- (e) **"Declarant Control Period"** means the period beginning on the date this Declaration is recorded in the real property records for Parker County until the earlier of: (i) thirty (30) years after the date of recording of the Declaration, or (ii) the date Declarant transfers its Declarant rights to the Association.
- (f) **"Dwelling"** shall mean any residential dwelling situated upon any Lot.
- (g) **"Lot"** shall mean and refer to any plot or tract of land shown upon any recorded Properties map(s) or plat(s) of the Properties, as amended from time to time, which is designated as a lot thereon and which is or will be improved with a Dwelling.
- (h) **"Owner"** shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to this Declaration. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation.
- (i) **"Property"** or **"Properties"** shall mean and refer to the Properties subject to this Declaration as described on Exhibit "A" attached hereto.
- (j) **"Streets"** shall mean the right of way of all private streets, sidewalks, and other rights of way situated within the Property, together with all pavement, curbs, street lights, signs, and related facilities, as more fully described in **Article II** herein.

**ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION**

2.01 Existing Properties. The Properties which are, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration are located in Parker County, Texas, and are more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

2.02 Common Area Ownership. The designation of real property as a Common Area is determined by the plat and this Declaration, and not by the ownership of the property. This Declaration contemplates that the Association will eventually hold title to every Common Area capable of independent ownership by the Association, if there is any Common Area. All costs attributable to the Common Areas, including maintenance, property taxes, insurance, and enhancements are the responsibility of the Association, whether incurred by Declarant prior to HOA Board being formed or not. Declarant and shall have the right to convey title to any portion of the Properties owned by Declarant or Developer, as the case may be, or any easement interest therein, to the Association as Common Area, and the Association shall be required to accept such conveyance. Properties conveyed by Declarant or Developer to the Association as Common Area shall be conveyed free and clear of monetary liens and encumbrances other than taxes and assessments imposed by governmental entities or districts authorized by Texas law. Any such conveyance shall be effective upon recording the deed or instrument of conveyance in the public land records of the County.

2.03 Acceptance. By accepting an interest in or title to a lot, each owner is deemed (1) to accept the Common Area, and any improvement thereon, in its then-existing "as is" condition; (2) to acknowledge the authority of the Association, acting through its Board of Directors, for all decisions pertaining to the Common Area; (3) to acknowledge the continuity of maintenance of the common Area, regardless of changes in the Association's Board of directors or management.

2.04 Components. The Common Area of Rocky Creek Estates ("Common Area" or "Common Properties") consists of the following components on or adjacent to the Property, even if located on a lot or public right-of-way:

- (a) Any area shown on the plat as common area or an area to be maintained by the Association
- (b) The formal entrances, if any, to Rocky Creek Estates, including the signage, System, landscaping, electrical and water installations, planter boxes and perimeter fencing;
- (c) Any modification, replacement or addition to any of the above-described areas and improvements, including any additional land that Declarant or Successors of Declarant, or any entity acting on or by the authority given by Declarant own or may own in the future.

**ARTICLE III
USE OF PROPERTIES AND LOTS; PROTECTIVE COVENANTS**

3.01 Residential Purposes. Each Lot (including land and improvements) shall be used and occupied for single family residential purposes only. No Owner or other occupant shall use or occupy such Owner's Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family detached residence for the Owner or such Owner's tenant and their families and domestic servants employed on the premises. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of any Lot for a duplex, duplex apartment, garage apartment, or other apartment use, commercial or professional use.

3.02 Minimum Lot Area. No Lot shall be subdivided; provided, however, that Declarant shall have, and hereby reserves the right, at any time, or from time to time, upon the joinder and consent of the appropriate county and/or municipal authorities, and with the joinder and consent of the directly affected Owners to file a re-plat of the Plat to effect a re-subdivision or reconfiguration of any Lots then owned by Declarant, so long as such re-plat results in each re-subdivided Lot containing not less than the minimum lot size prescribed. Owners shall not unreasonably withhold or delay their joinder in or consent to the re-plat or amendments to the Plat. The privilege to re-plat Lots owned by Declarant reserved herein shall be exercisable only by the Declarant.

3.03 Minimum Floor Space. All floor areas referenced below are for air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the Dwelling. Each Dwelling constructed on any Lot shall contain a minimum of two thousand (2,000) square feet of heat and air-conditioned space if one story and two thousand four hundred seventy-five (2,475) square feet for two story.

3.04 Combining Lots. Combining of Lots into a single building site is prohibited.

3.05 Setback Requirements and Building Location. All front, side and rear setbacks must be approved by, and must meet the requirements of the ACC, the applicable Ordinance and the requirements of the Plat. The location of the main residence of each Lot and the facing of the main elevation with respect to the street shall be subject to the written approval of the Architectural Control Committee. No building or structure of any type shall be erected on any Lot nearer to the front property lines indicated by the minimum building setback line on the Plat, which is 25 feet. The minimum side setback line is 10 feet, and the minimum rear setback line is 35 feet.

3.06 Height. The maximum height for any building or structure on any Lot shall be two and one-half stories, (2 1/2) stories or 35'. Such height to be measured and determined in accordance with the method approved by the ACC.

3.07 Driveways, Walk Ups & Sidewalks. Each Lot must be accessible to the adjoining street by a driveway suitable for such purposes. All driveways and walk ups shall be salt finished, brushed concrete, exposed aggregate, or other surface approved by ACC. Any finish must be approved in writing by the Architectural Control Committee and approved in writing as to design, materials and location before the residential structure located on such Lot may be occupied or used.

3.08 Access. No driveways or roadways may be constructed on any Lot to provide access to any adjoining Lot except as expressly provided on the Plat, or otherwise approved in writing by the Architectural Control Committee.

3.09 Drainage. Neither the Declarant nor its successors or assigns shall be liable for any loss of, use of, or damage done to, any shrubbery, trees, flowers, improvements, fences, walks, sidewalks, driveways, or buildings of any type or the contents thereof on any Lot caused by any water levels, rising waters, or drainage water. After the residence to be constructed on a Lot has been substantially completed, the Lot will be graded so that surface water will flow to streets, private drainage systems, drainage easements, or Common Properties, and in conformity with the lot grading plan and the general drainage plans for the subdivision.

3.10 Retaining Walls. Wooden retaining walls are not permitted. Retaining walls shall be structurally engineered and designed, if required by building codes applicable to the Property, constructed of reinforced concrete, natural stone or engineered stone as established by the ACC. The stone veneer shall be a random laid stone, approved by the ACC. It shall be the intent of Declarant and the Architectural Control Committee to promote visual continuity in and around the Properties. No drains or conduits shall be located with or pass through any retaining wall without the prior written approval of the Committee.

If an Owner modifies or alters or causes or permits the modification or alteration of any Community Retaining Wall located on or at the property line of such Owner's Lot without the prior written approval of the Association or the ACC, such retaining wall shall no longer be included in the Community Retaining Walls maintained by the Association hereunder and such Owner shall be solely liable and responsible for the maintenance and repair of such retaining wall and any and all drainage conditions resulting therefrom. A Community Retaining Wall means a retaining wall located in whole or in part on a Common Area and which is maintained by the Association.

3.11 Mailboxes and Address Plaques. In accordance with US Postal regulations, there could be now, or in the future a central mail kiosk. Address plaques shall be attached to each residence prior to occupancy. All address plaques permanently fixed to a residence shall be made of pre-cast stone.

3.12 Utilities. Each residence situated on a Lot shall be connected to the water as soon as practicable after same are available at the Lot line. However, portable toilets will be required during building construction and should be accessible by each individual construction site. The installation and use of any propane, butane, LP Gas or other gas tank, bottle or cylinder of any type (except portable gas grills), shall require the prior written approval of the Architectural Control Committee, and, if so approved, the Architectural Control Committee shall require that such tank, bottle or cylinder be installed underground or shall be screened by landscape so the tank is not visible from the street or public view. Any control boxes, valves, connections, utility risers or refilling or refueling devices shall be completely landscaped with shrubbery so as to obscure their visibility from the streets within or adjoining the Properties or from any other Lot.

3.13 Construction Requirements

- (a) The exterior surface of all Dwellings shall be constructed of glass, fiber cement siding, stone, stone veneer, brick, brick veneer or other materials approved by the Architectural Control Committee. It is specifically required that the exterior wall area of each residence located within the Properties will have not less than seventy-five percent (75%) masonry coverage. To encourage the use of new products, this caveat will be reviewed on a regular basis by the Architectural Control Committee. Exterior paint and stain colors shall be subject to the written approval of the Architectural Control Committee.
- (b) The Architectural Control Committee will only approve roofing materials which are of the highest grade and quality and which are consistent with the external design, color and appearance of other improvements within the subdivision. Two hundred forty (240) pound, thirty (30) year

warranty is the minimum standard of quality for roofing material to be used in the Properties. Metal standing seam or tile roofs are also acceptable. The roof pitch of any structure shall be 8" x 12" unless architectural style dictates otherwise. No flat roofs shall be allowed. Any deviation of roof pitch or color must be approved in writing by the Architectural Control Committee.

- (c) No above ground-level swimming pools shall be installed on any Lot.
- (d) All exterior construction of the primary residential structure, garage, porches and any other appurtenances or appendages of every kind and character on any Lot and all interior construction (including, but not limited to, all electrical outlets in place and functional, all shall be covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than one (1) year following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.
- (e) No projections of any type shall be placed or permitted to remain above the roof of any residential building with the exception of one or more chimneys and one or more vent stacks without the written permission of the Architectural Control Committee.
- (f) All windows are to be low E vinyl. All windows facing a street shall be divided unless an alternative is dictated by architectural style. The Architectural Control Committee's review and approval will not review compliance with the zoning ordinance.
- (g) For any window facing a street, standard colors consisting of Tan, Bronze, White, Black or Gray must be used unless ACC otherwise deems that certain styles of design dictate differently.
- (h) All front door selections are to be a minimum of 8' in height and have a decorative architectural style. The Architectural Control Committee's review and approval will not review compliance with the zoning ordinance, if any.
- (i) All mechanical equipment, including, but not limited to, HVAC condensers and propane tanks, shall be located away from the front street-side elevation, and screened from view from the front street of a Dwelling in a manner as determined by the ACC.

3.14 Garages and Servants Quarters. Each Dwelling erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles. All garages shall either be: 1) Side loaded, 2) Rear located, front facing garages separate from the primary structure, 3) a "Porte Cochere" style driveway/garage court, screened from view from the street, or 4) Three car garages where the third, front-facing garage door is located at least 20 feet behind the Front Building Setback (behind the 2, side-facing garage doors). No "J-swings" or regular "Front-facing" garages shall be allowed unless approved by the ACC, of which, if considered, may be held to more stringent design requirements.

All garage doors are to be painted or stained depending on the style of the house.

All garage doors shall be closed at all times when not in use. Detached garages, carports, servant's quarters, and storage rooms must be approved in writing by the Architectural Control Committee. No garage shall ever be changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles. All garages shall have the prior written consent of the Architectural Control Committee. Porte cocheres must be approved in writing by the Architectural Control Committee.

3.15 Landscaping. All lots shall be landscaped with a combination of trees, shrubs, flowering plants and turf grass. All beds shall be mulched with natural materials, and be edged with metal, stone or brick. An automatic irrigation system is required for all landscaped areas visible from the right-of-way, open spaces and other private properties adjacent to Common Areas.

Sod type grass or hydromulch must be used for the front and side yards of each lot to obtain 100%

coverage. The rear or back yards may use a combination of Hydro-mulch and plantings to achieve 100% (one-hundred percent) coverage, no less than 35 feet behind the dwelling and any detached garage. However, the ACC may approve in its sole discretion, plantings or hardscapes for drainage areas and slopes.

Any and all plans for the landscaping of front yards and of side yards not enclosed by fencing, including alterations changes or additions thereto, shall be subject to the written approval of the Architectural Control Committee. Weather permitting, each Lot shall be fully landscaped within sixty (60) days after the occupancy of the residence constructed thereon. Each Lot Owner shall be responsible for maintaining his own landscaping in a healthy condition.

3.16 Fences. All lots, if fenced, must use one of the below detailed fence materials. All fences must be approved by the ACC as to the location and materials.

- (a.) Tube type steel: 2 3/8 top rail and post with 2x4 stay tight wire. Fence must be painted, coated and/or treated and black in color. Gates are to match fence details and all fences will be six (6') feet in height.
- (b.) Cedar wood: stained Medium Brown, with metal posts and pickets are to be no taller than six (6') feet in height and no smaller than six inches (6") in width. No fence may extend any closer to the street than fifteen (15') feet behind the closest point of the main dwelling, however, may not extend past the front corner of either adjacent main dwelling.

Any drive gates must be approved by the ACC. Note: All drive gates must be made of wrought iron, black in color, and any fencing to connect to a drive gate may be held to the same standard by the ACC.

3.17 Trash Receptacles and Collection. Each Lot Owner shall make or cause to be made appropriate arrangements with the applicable service provider for collection and removal of garbage and trash on a regular basis and be consistent with the regulations or requirements promulgated by the provider, in connection with the storage and removal of trash and garbage. All Lots shall at all times be kept in a healthful, sanitary and attractive condition. No Lot shall be used or maintained as a dumping ground for garbage, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers which shall be constructed of metal or plastic, with tightly-fitting lids, or other containers approved by the provider and which shall be maintained in a clean and sanitary condition.

An owner may place trash on the street curb abutting his Lot only on those days designated by the provider as trash collection days. No Lot shall be used for open storage of any materials whatsoever, except that new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvements, after which the materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot.

3.18 Exterior Lighting. No exterior lighting, including landscape lighting, shall be installed or maintained on any Lot without prior written approval of the Architectural Control Committee. Further, and notwithstanding such prior written approval, upon being given notice by the Architectural Control Committee that any exterior light is objectionable, the Owner of the Lot on which same is located will immediately remove said light or shield the same in such a way that it is no longer objectionable.

3.19 Window Coolers. No window or wall type air-conditioners or water coolers shall be permitted to be used, erected, placed or maintained on or in any residential building on any part of the Properties.

3.20 Antennas Restrictions. No radio or television aerial wires or antennas shall be maintained on

the outside of any building nor shall any free-standing antennas of any style be permitted. All radio or television aerial wires or antennas must be built within the main structure and must not be visible from outside of such structure. No satellite dish shall be permitted over 24" in diameter.

3.21 Temporary Structures and Vehicles. No temporary structure of any kind shall be erected or placed upon any Lot. No trailer, mobile, modular or prefabricated home, tent, shack, barn or any other structure or building, other than the residence to be built thereon, shall be placed on any Lot, either temporarily or permanently, and no residence, house, garage or other structure appurtenant thereto shall be moved upon any Lot from another location, except for a sale, pre-sale or construction trailer; provided, however, that ancillary storage buildings may be allowed at the sole discretion and approval of the Architectural Control Committee. In no event will ancillary storage buildings be allowed without the prior written consent of the Architectural Control Committee. Declarant reserves the exclusive right to erect, place and maintain, such facilities in and upon the property as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction and selling of residences and constructing other improvements on the Properties. Such facilities may include, but are not necessarily limited to, a temporary sales or construction office or model home during the period of and in connection with the construction and sales operations on the Properties.

3.22 Parking. Any truck, bus, boat, boat trailer, trailer, mobile home, camp-mobile, camper or any vehicle other than a conventional automobile shall, if brought within the Properties, must be stored, placed, or parked within the garage of the appropriate Owner, unless otherwise approved by the Committee.

All vehicles belonging to Owners must be parked overnight in the Owner's garage. All vehicles belonging to guests of Owners must be parked in the Owner's driveway. Parking in driveways, behind the front building setback line, is permitted. In no case may the vehicles of Owners, or guests of Owners, be parked in the streets of the sub-division or within the improved yard of the Owners. Trucks with tonnage in excess of one half (1/2) ton shall not be permitted to park overnight on the streets, or driveways. No vehicle of any size which transports inflammatory explosive cargo may be parked or stored within the Property at any time.

Any truck, bus, boat, boat trailer, trailer, mobile home, camp-mobile, camper or any vehicle other than a conventional automobile belonging to Owners may be parked in the Owner's driveway or in the street in front of the Owner's house for the purpose of loading or unloading for a period of time not to exceed twenty-four (24) hours. On-street parking is restricted to approved deliveries, pick-up or short-time guests and invitees and shall be subject to such reasonable rules and regulations as shall be adopted by the Board of Directors.

3.23 Signs. No signs or flags shall be displayed to the public view on any Lot without the prior written approval of the Architectural Control Committee, with the following exceptions: (i) Declarant may erect and maintain a sign or signs for the construction, development, operation, promotion and sale of the Lots. Holiday or patriotic flags may be displayed by the Declarant or Owners.

3.24 Removal of Dirt. The digging of dirt or the removal of any dirt from any Lot is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon. Any dirt removed from a Lot shall be deposited in a location outside the subdivision. Minimum finished floor elevations established on the Plat shall be maintained.

3.25 Swimming. No wading or swimming shall be allowed in any water feature or drainage way situated within the Properties.

3.26 Drilling and Mining Operations. No oil drilling, or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, water wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. Nothing herein is to in any way meant to restrict any Mineral Leases covered by filed Surface

Use Agreements.

3.27 Offensive Activities. No noxious or offensive activity shall be conducted on any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the other Owners. No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential Lot, except dogs, cats or other household pets [not to exceed three (3) adult animals] may be kept, provided that they are not kept, bred or maintained for commercial purposes.

3.28 Duty of Maintenance.

- (a) Association's Responsibility. The Association shall maintain and keep in good repair the Common Area, if any, including and any Association perimeter fencing. The Association shall maintain and keep in good repair all improvements located on the Common Area, including but not limited to any concrete walkways or other improvements later made on any part of the Common Areas.
- (b) Owners and occupants (including lessees) of any Lot shall, jointly and severally, have the duty and responsibility, at their sole cost and expense, to keep the Lot so owned or occupied, including buildings, improvements grounds or drainage easements or other rights-of-way appurtenant thereto, and vacant land, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:
 - (i) Prompt removal of all litter, trash, refuse and waste;
 - (ii) Lawn mowing on a regular basis of any areas that are enclosed by a private fence creating a private yard space for the Owner thereof.
 - (iii) Tree and shrub pruning;
 - (iv) Watering landscaped areas and maintenance of any sprinkler systems;
 - (v) Keeping exterior lighting and maintenance facilities in working order;
 - (vi) Keeping lawn and garden areas alive, free of weeds and attractive;
 - (vii) Keeping parking areas, driveways, curbs and roads in good repair;
 - (viii) Complying with all government health and police requirements;
 - (ix) Repair of exterior damages to improvements;
 - (x) Cleaning of landscaped areas lying between streets and Lot lines, unless such streets or landscaped areas are expressly designated to be Common Properties maintained by applicable governmental authorities; and
 - (xi) Repainting of improvements.

3.29 Tennis Courts. No tennis courts or batting cages shall be erected, placed or altered on any Lot without the prior approval of the Architectural Control Committee.

3.30 Building Permits. No Owner shall commence construction of any improvements on the Lot owned by such Owner until the plans and specifications for the improvements to be constructed have been approved by the Architectural Control Committee in accordance with this Declaration and the Owner has obtained any necessary building permit from the appropriate governmental authorities allowing the construction of such improvements.

3.31 Common Areas. All Common Areas within the land are hereby restricted as follows: No light fixtures, athletic fields, athletic scoring posts, or any other structures, improvements or amenities shall be installed, constructed or placed upon the Common Areas; save and except for the sprinkler systems and landscaping located upon such Common Areas as of the date hereof, except as approved in writing by the Architectural Control Committee.

3.32 Lease Restrictions. A residence may be leased for a lease term of no less than one (1) year. All leases must be in writing and a copy of the lease delivered to the Board within ten (10) days after its execution. All tenants shall be bound by the Restrictions, but the lease of a residence does not discharge the Owner from compliance with any of the obligations and duties of the Owner. All leases shall make reference to the Restrictions and the leasing Owner shall provide its tenants with a copy of this Declaration; however, all leases shall be subject to these Declaration and the other documents of the Association, regardless of whether the lease makes specific reference to them or whether the Owner delivers this Declaration to the tenant.

3.33 Outdoor Living Structures. Any outdoor living structure, like a pergola, arbor or children's play set (limited to six (6) feet from the ground), must be constructed to blend with the existing home by using materials similar to the residential structure. Only wood or shingle roofs are acceptable and there will be no cloth, canvas or colored roofs. The approved standard stain color is a medium brown, and the outdoor structures must be maintained bi-annually. All such structures must have prior written approval by the Architectural Control Committee.

(a) Metal Buildings that meet or exceed the below detailed criteria will be considered by the ACC.

- (i)** The plate line of the building may not exceed 10 feet in height, unless approved by the ACC.
- (ii)** Metal color must be approved with a sample provided.
- (iii)** The front of the building facing the street will have stone or brick to at least a height of 42 inches from the brick ledge, unless a roll up or garage type door is front facing, then the ACC, may in its sole discretion determine the front facing material to be 100%.
- (iv)** No building will be allowed any nearer than 15 feet to the side setback like or nearer than 35 feet to the rear setback line of the main structure, and no nearer the front than the furthest rear corner from the front facing street plus 20 feet.
- (v)** No building not on a concrete slab will be allowed.
- (vi)** The size of any metal building may not exceed 1200 square feet, unless authorized and approved by the ACC.

3.34 Prohibition of Building Repetition. The same building elevation and/or color palette shall not be repeated on the adjacent 4 neighboring lots and the lots across the street from those lots (up to 3 lots on each side of the street, as many as 5 total) within the same block. A change in elevation can be achieved by either two of the three following; 1) the use of different materials (i.e. a change in brick or stone color, or type), 2) a varied window pattern (arched, peaked, flat, eyebrow, etc.) or 3) a change to eave, roof or fenestration configuration; or a completely different elevation design and layout using similar materials.

ARTICLE IV ARCHITECTURAL CONTROL COMMITTEE

4.01 Architectural Control Committee. Until the expiration of the Declarant Control Period, the Architectural Control Committee, hereinafter called the "Committee", shall be composed of three (3) or more individuals selected and appointed by the Declarant. Upon the expiration of the termination of the Declarant Control Period, the Committee shall be composed of such individuals selected by vote of the Owners, who shall have one (1) vote for each Lot owned. The Committee shall use its best efforts to promote and ensure a high level of quality, harmony and conformity throughout the Properties. The Committee shall function as the representative of the Owners for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class residential

development.

A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate and appoint a successor. No member of the Committee, nor their designated representative, shall be entitled to any compensation for services performed hereunder nor be liable for claims, causes or action or damages (except where occasioned by gross negligence or arbitrary and capricious conduct) arising out of services performed, actions taken or inaction in connection with any undertaking, responsibility, or activity hereunder or request for action hereunder. At any time, the Declarant may delegate and assign to the Owners all of the Declarant's power and right to change the membership of the Committee, to withdraw or add powers and duties from or to the Committee, or to restore the powers and duties of the Committee. Such action by the Declarant shall be effective upon recordation of a written instrument properly reflecting same in the Office of the County Clerk of Parker County, Texas.

4.02 Architectural Approval. No building, structure, fence, wall or improvement of any kind or nature shall be erected, constructed, placed, altered, changed or modified on any Lot until the plot plan showing the location of such building, structure, paving or improvement, construction plans and specifications thereof and landscaping and grading plans therefore have been submitted to and approved in writing by the Committee as to: (i) location with respect to Lot lines; topography; finished grades elevation; effect of location and use on neighboring Lots and improvements situated thereon; and any drainage arrangement, (ii) conformity and harmony of external design, color, texture, type and appearance of exterior surfaces and landscaping with existing structures and existing landscaping, (iii) quality of workmanship and materials; adequacy of the site dimensions; adequacy of structural design; proper facing of main elevation with respect to nearby streets; and (iv) the other standards set forth within this Declaration (and any amendments hereto) or as may be set forth in bulletins promulgated by the Committee. The committee is authorized to request the submission of samples of proposed construction materials or colors of proposed exterior surfaces. As long as Declarant holds title to any of the Lots, the Committee shall also approve, in writing, the individual or entity that will construct the single-family residence on any such Lot.

Final plans, specifications and an ACC Application Form shall be submitted to the Committee for approval or disapproval. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the ACC Application will be marked "Approved" and returned to the Owner. If found not to be in compliance with these Covenants and Restrictions, the ACC Application shall be returned marked "Disapproved", accompanied by a reasonable statement of items found not to comply with these Covenants and Restrictions. Any modification or change to the approved set of plans and specifications which materially affects items (i) through (iv) of the preceding paragraph must again be submitted to the Committee for its inspection and approval. The Committee's approval or disapproval as required herein shall be in writing. If the Committee or its designated representative fails to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted, then Committee approval shall be presumed.

The Committee is authorized and empowered to consider and review any and all aspects of Dwelling construction, construction of other improvements and location, quality and quantity of landscaping on the Lots, and may disapprove aspects thereof which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Owner (s) or the general value of the Properties. As an example, and not by way of limitation, the Committee may impose limits upon the location of window areas of one Dwelling which would overlook the enclosed patio area of an adjacent Dwelling. Also, the Committee is permitted to consider technological advances in design and materials and such comparable or alternative techniques, methods or materials may or may not be permitted, in accordance with the reasonable opinion of the Committee. The committee may, from time to time, publish and promulgate architectural standards bulletins which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration. Such bulletins shall supplement these Covenants and Restrictions and are incorporated herein by reference. The Committee shall have the authority to make final decisions in interpreting the general intent, effect and purpose of these Covenants and Restrictions.

It is the intent of Declarant that these Covenants and Restrictions and any bulletins issued by the Committee promote harmonious design throughout the Properties. However, approval of the plans and specifications by the Committee and compliance with the bulletins issued by the Committee does not insure compliance with the building code and other restrictions imposed by the applicable governmental authorities nor does it insure backyard privacy.

4.03 Nonconforming and Unapproved Improvements. The Declarant may require any Owner to restore such Owner's improvements to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved improvement) if such improvements were commenced or constructed in violation of this Declaration. In addition, the Declarant may, but has no obligation to do so, cause such restoration, demolition and removal and levy the amount of the cost thereof as a special individual assessment against the Lot upon which such improvements were commenced or constructed.

4.04 No Liability. Neither Declarant, Developer, the Committee, nor the officers, directors, members, employees and agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Declarant, Developer, the Committee, or the officers, directors, members, employees or agents of any of them, to recover any such damages and hereby releases and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given. Plans and specifications are not approved for engineering or structural design or adequacy of materials, and by approving such plans and specifications neither the Committee, the members of the Committee, Developer, nor the Declarant assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications.

ARTICLE V EASEMENTS

5.01 General. The rights and duties of the Owners with respect to septic systems water, electricity, propane gas telephone and cable television lines and drainage facilities shall be governed by the following:

- (a) Wherever (i) septic systems or water service connections, (ii) propane gas electricity, telephone or cable television lines, or (iii) drainage facilities are installed within the Properties, which connections, lines or facilities or any portion thereof lie in or upon Lots owned by any party other than the Owner of a Lot served by said connections, lines or facilities, such Owners of Lots served shall have the right and are hereby granted an easement to the full extent necessary therefore, to enter upon the Lots within or upon which said connections, line or facilities or any portion thereof lie to repair, replace and generally maintain said connections, lines or facilities as and when the same may be necessary.
- (b) Wherever (i) septic systems water service connections, (ii) propane gas electricity, telephone or cable television lines, or (iii) drainage facilities are installed within the Properties, which connections, lines or facilities serve more than one Lot, the Owner of each Lot served by said connections, lines or facilities shall be entitled to the full use and enjoyment of such portions of said connections, lines or facilities which service such Owner's Lot.

5.02 Reservation of Easements. Easements over the Lots and Properties for the installation and maintenance of electric, telephone, cable television, water, gas and sanitary sewer lines and drainage facilities are hereby reserved by the Declarant together with the right to grant and transfer same.

5.03 Surface Areas of Utility Easements. Easements for installation and maintenance of utilities are

reserved as shown and provided for on the Plat. Underground electric, storm sewer, water, and telephone service shall be available to all Lots in the subdivision. Easements for the underground service may be crossed by driveways, walkways, patios, brick walls and fences, provided the Declarant or Builder makes prior arrangements with the utility companies furnishing electric, storm sewer, water, and telephone service and provides and installs any necessary conduit of approved type and size under such driveways, walkways, patios, brick walls or fences prior to construction thereof. Such easements for the Underground service shall be kept clear of all other improvements, and neither the grantee nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other improvements (other than for damages caused in crossing driveways, walkways, patios, brick walls or fences, providing conduit has been installed as outlined above) of the Owner located on the Lot covered by said easements. In addition, the utility easements shall not be used as alleyways.

5.04 Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles and other service vehicles to enter upon the Properties, including but not limited to private drives, in the performance of their duties.

5.05 Universal Easement. The Owner of each Lot is hereby granted an easement not to exceed one (1) foot in width over all adjoining Lots and Properties for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause. There shall be easements for the maintenance of said encroachment, settling or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to willful misconduct of said Owner or Owners. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of the Declaration and shall be appurtenant to the Lot being serviced and shall pass with each conveyance of said Lot.

ARTICLE VI GENERAL PROVISIONS

6.01 Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land subject to this Declarant, and shall inure to the benefit of and be enforceable by the Declarant and/or any Owner, their respective legal representatives, heirs, successors and assigns, for a term of thirty-five (35) years from the date that this Declaration is recorded in the Office of the County Clerk of Parker County, Texas, after which time these Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Owners of eighty percent (80%) of the Lots in the subdivision has been recorded in the Office of the County Clerk of Parker County, Texas, agreeing to abolish or terminate these Covenants and Restrictions, provided, however, that no such agreements to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

6.02 Amendments. This Declaration may be amended, modified and/or changed as follows:

- (a) During the Declarant Control Period and if Builders hold title to 50% or more of the Lots, the Declarant may amend or change this Declaration in any manner deemed necessary or appropriate by the Declarant;
- (b) During the Declarant Control Period and if Builders hold title to less than 50% of the Lots, the Declarant may amend or change this Declaration with the consent of at least 50% of Owners other than Builders then owning Lots;
- (c) in all other situations, this Declaration may be amended or changed upon the express written consent of at least seventy percent (70%) of the Owners of the Lots.

Any and all amendments to this Declaration shall be recorded in the Office of the County Clerk of Parker County, Texas. The Declarant may execute and record amendments to this Declaration without such

consent or approval if the amendment is for the purpose of correcting technical or typographical errors or for clarification only.

6.03 Enforcement. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages or to enforce any lien created by these Covenants and Restrictions; and failure by the Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6.04 Severability. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no wise affect any other provision of this Declaration or the remainder of these Covenants and Restriction which shall remain in full force and effect.

6.05 Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

6.06 Notices to Owners. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person at the time of such mailing.

6.07 Partial or Complete Termination of and Responsibility of Declarant. If Declarant shall convey all of its right, title and interest in and to the subdivision and assign all or a portion of its rights, benefits and obligations as Declarant hereunder to any partnership, individual or individuals, corporation or corporations, then and in such event Declarant shall be relieved of the performance of any further duty or obligation hereunder to the extent of such assignment, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform the duties and obligations of the Declarant and shall be the Declarant to the extent of such assignment.

6.08 Recitals. The recitals in this Declaration are incorporated herein as if fully set forth and have the same force and effect as any other provision in this Declaration.

ARTICLE VII MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

7.01 Membership. Every Owner of a Lot shall automatically be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration.

7.02 Voting.

- (a) Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.
- (b) Notwithstanding the voting rights within the Association, until the expiration of the Declarant Control Period or the tenth (10th) anniversary of the date this Declaration was recorded in the Office of the County Clerk for Parker County, Texas whichever occurs first in time, the Association shall take no action with respect to any matter whatsoever without the prior written consent of the Declarant.
- (c) Owners of exempt Properties, such as all Properties dedicated and accepted by the local public authority and devoted to public use, shall be Members but shall not have voting rights.

7.03 Quorum, Notice and Voting Requirements.

- (a) Subject to the Provisions of Paragraph (c), of this Section, any action taken at a meeting of the Members shall require the assent of the majority of all of the votes of those who are voting in person or by proxy at a meeting duly called, written notice of which shall be given to all Members not less than ten (10) days nor more than fifty (50) days in advance.
- (b) The quorum required for any action referred to in Paragraph (a) of this Section shall be the presence at the initial meeting of Members entitled to cast or of proxies entitled to cast, a majority of the votes of all Members shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Bylaws or this Declaration. If the required quorum is not present or represented at the meeting, one additional meeting may be called, subject to the notice requirements herein set forth, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.
- (c) As an alternative to the procedure set forth above, any action referred to in Paragraph (a) of this Section may be taken without a meeting if a consent in writing approving of the action to be taken, shall be signed by all Members.
- (d) Except as otherwise specifically set forth in this Declaration, notice, voting and quorum requirements for all actions to be taken by the Association shall be consistent with its Articles of Incorporation and bylaws, as same may be amended from time to time.
- (e) During the period of time that the Association is unincorporated, the Declarant shall have the sole right and option to prescribe reasonable procedures for the meetings (if any) of the Members; provided, however, that prior to incorporation, without the written approval of the Declarant, no Member (other than Declarant) shall have a right to vote on any matter, or to call any meetings of the Members of the Association. Except as specifically set forth in this Declaration, notice, voting and quorum requirements for all action to be taken by the Association (as an incorporated entity) shall be consistent with its Articles of Incorporation and Bylaws, as same may be amended from time to time.

7.04 Board.

- (a) The affairs of the Property Owners Association are governed by the Board. Each director has one vote. The initial Board is composed of the directors appointed in the certificate of formation. Each director must be a Member or, in the case of an entity Member, a person designated in writing.
- (b) The Board consists of not less than three (3) nor more than five (5) directors. Within those limits, the Board may change the number of directors. No decrease may shorten the term length of a director.
- (c) The term length of a director is one year. Directors may serve consecutive terms.
- (d) At the first annual meeting of the members, the voting members will elect directors in accordance with Texas Property Code. At subsequent annual meetings, successors for each director whose term is expiring will be elected. Cumulative voting is prohibited. The candidate or candidates receiving the most votes will be elected. The directors elected by the Voting Members will hold office until their respective successors have been elected.
- (e) Any director may be removed with or without cause by a majority of the Voting Members. Any director whose removal is sought will be given notice of the proposed removal.
- (f) Directors will not receive compensation. A director may be reimbursed for expenses approved by the Board.

- (g) The Board may employ a managing agent and sign into contract with vendors performing maintenance, repairing, and or restoring the community assets without the approval of the Members.
- (h) The Board may establish committees by resolution and authorize the committees to perform the duties described in the resolution.
- (i) The Board may borrow money to maintain, repair, or restore the Common Area without the approval of the Members. If approved in advance by the Members in the same manner as approving a Special Assessment, the Board may borrow money for any other purpose.
- (j) Before the Board may (i) suspend an Owner's right to use a Common Area, (ii) file a suit against an Owner other than a suit to collect an Assessment (iii) foreclose the Property Owners Association's Lien, (iv) charge an Owner for property damage, or its agent must give written notice to the Owner by Certified mail, return receipt requested. The notice must describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Property Owners Association from the Owner. The notice must inform the Owner that the Owner (i) is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months and (ii) may request a hearing on or before the thirteenth day after the date the Owner receives the notice.
- (k) The Owner has a right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before a committee appointed by the Board or before the Board. The Property Owners Association must respond to the request within 10 business days of receipt and schedule within 30 days thereafter. A date, time, and place must be relayed to the Owner via certified mail.
- (l) The hearing will be held in executive session. Proof of proper notice will be in the minutes. The proof will be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery is entered in by the officer, director, or agent who delivered notice. The minutes will contain the results of the hearing. The Board may, but not obligated to suspend and proposed sanction of the violation is cured within the thirty-day period.
- (m) The violator will have the right to appeal. A written notice of appeal must be received by the managing agent within fifteen (15) days after the hearing date.
- (n) The Board may change the enforcement procedures set out in this section to comply with changes in law.

7.05 Meetings.

- (a) Members meetings will be held at the Property Owners Association's principal office or at another place
Designated by the Board.
- (b) The first Members meeting will be held after 75% build completion. Subsequent regular annual Members Meetings will be held within one year of the first scheduled meeting date as determined by the Board.

- (c) Regular meetings of the Board will be held time to time as determined by the Board. Notice will be sent in accordance with property code.
- (d) Written notice stating the place, day, and hour of each Members Meeting must be given to each Member in accordance with Property Code.
- (e) At all meeting, a majority of the Board will constitute a quorum, and the votes of a majority of the directors present at a meeting at which quorum is present constitutes the decision of the Board.
- (f) Any action that may be taken at a Board meeting may be taken without a meeting consent setting forth the action taken is agreed upon by the majority of the Board.

7.05 Miscellaneous

- (a) The fiscal year of the Association is January through December of each year.
- (b) The Board may adopt rules for the conduct of meetings of Members, Board, and committees.
- (c) After a written request to the Property Owners Association, a Member may examine and copy, in person or by agent and Property Associations books and records relevant to the stated purpose.
- (d) Any and all notices required or permitted by the Governing Documents must be in writing. Notices regarding enforcement actions must be sent via certified mail if a fine is to be assessed.

ARTICLE VIII COVENANTS AND ASSESSMENTS

8.01 Creation of the Lien and Personal Obligation of Assessments. Declarant and Developer, for each Lot owned by it, hereby covenants and agrees, and each purchaser of any Lot by acceptance of a deed or other conveyance document creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other conveyance document, shall be deemed to covenant and agree (and such covenant and agreement shall be deemed to constitute a portion of the consideration and purchase money for the acquisition of the Lot), to pay the Association (or to an entity or collection agency designated by the Association): (1) annual maintenance assessments or charges (as specified in Section 8.04 hereof), such assessments to be fixed, established and collected from time to time as herein provided; (2) special assessments for capital improvements and other purposes (as specified in Section 8.05 hereof), such assessments to be fixed, established and collected from time to time as hereinafter provided; (3) working capital assessments (as specified in Section 8.06 hereof), such assessment to be fixed, established, and collected from time to time as hereinafter provided; and (4) individual special assessments levied against one or more Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts or omissions of such Owner or Owners, his tenants (if applicable) and their respective family, agents, guests and invitees, and not caused by ordinary wear and tear (as specified in Section 8.05 hereof), all of such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual maintenance, special capital, and special individual assessments described in this Section 8.01 (hereinafter, the "Assessment" of the Assessments", together with interest thereon, attorneys' fees, court costs and other costs of collection thereof, as herein provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which any such Assessment is made. Each such Assessment, together with interest thereon, attorneys' fees, court costs, and other costs of collection thereof shall also be the continuing personal obligation of the Owner of such Lot at the time when the assessment becomes

due. Further, no Owner may exempt himself from liability for such Assessments or waive or otherwise escape liability for the Assessments by non-use of the Common Properties or abandonment of his Lot. Existing obligations of an Owner to pay assessments and other costs and charges shall not pass to bona fide first lien mortgagees which become Owners by reason of foreclosure proceedings or in action at law subsequent to the date the Assessment was due; provided; however, any such foreclosure proceeding or action at law shall not relieve such new Owner of such Lot from liability for the amount of any Assessment thereafter becoming due nor from the lien securing the payment of any subsequent Assessment.

8.02 Purpose of Assessments. The Assessments levied by the Association shall be used for (i) the purpose of promoting the recreation, comfort, health, safety and welfare of the Members and/or the residents of the Properties; (ii) maintaining the Common Properties; (iii) enhancing the quality of life in the Properties and the value of the Properties; (iv) improving and maintaining the common Properties, the Properties, services, improvements and facilities devoted to or directly related to the use and enjoyment of the Common Properties, including, but not limited to, the payment of taxes on the Common Properties and insurance in connection therewith and the repair, replacement and additions thereto; (v) paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties; (vi) carrying out the powers and duties of the board of Directors of the Association as set forth in this Declaration and the Bylaws of the Association; (vii) carrying out the powers and duties relating to the Architectural Control Committee, after Declarant has delegated or assigned such powers and duties to the Association, (ix) enforcing this Declaration and paying legal fees and other costs associated with enforcement of this Declaration.

8.03 Improvement and Maintenance of the Common Properties Prior to Assessments. Initially, the improvement of the Common Properties shall be the responsibility of the Declarant and shall be undertaken by Declarant at its sole cost and expense with no right to reimbursement from the Association. After the initial improvements to the Common Properties are substantially completed and until the date of the Assessments formally commence, the Declarant, on behalf of the Association, shall have the responsibility and duty (but with right of reimbursement once Assessments begin) of maintaining the common Properties, including, but not limited to, the payment of taxes on and insurance in connection with the common Properties and the cost of repairs, replacements and additions thereto, and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties.

8.04 Annual Maintenance Assessments. For each calendar year or a part thereof during the term of this Declaration, the Board shall establish an estimated budget of the expenses to be incurred by the Association for the forthcoming calendar year in performing its duties (collectively, the "Common Expenses"). Based upon such budget, the Association shall then assess each Lot an annual fee (the "Maintenance Assessment") which shall be paid by each Owner in advance of the budget year. Assessments are due on January 1 and late on January 31 unless otherwise determined by the Board.

- (a) The Board of Directors shall determine the amount of the annual maintenance assessments for each year, which assessment may include a reserve fund for working capital and for maintenance, repairs and replacements of the common Properties. The Association shall notify each Owner of the Maintenance Assessment for the ensuing year by December 15 of the preceding year, but failure to give such notice shall not relieve any Owner from its obligation to pay Maintenance Assessments.
- (b) Subject to the provisions of Section 8.04(c) hereof, the rate of annual maintenance assessments may be increased by the board. The Board may, after consideration of current maintenance, operational and other costs and the future needs of the Association, fix the annual maintenance assessments for any year at a lesser amount than that of the previous year.
- (c) An increase in the rate of the annual maintenance assessments as authorized by Section 8.04(b) hereof in excess of ten percent of the preceding year's annual maintenance assessments must be approved by the Members in accordance with Section 7.03 hereof, except in the event the Board determines that, due to unusual circumstances, the maximum annual Maintenance

Assessment even as increased by ten percent (10%) will be insufficient to enable the association to pay the Common Expenses. In such an event, the Board shall have the right to increase the maximum annual Maintenance Assessment by the amount necessary to provide sufficient fund to cover the Common Expenses.

- (d) Annual Maintenance Assessments shall be paid annually on a calendar year basis. Not later than thirty (30) days prior to the beginning of each fiscal year of the Association, the Board shall (i) estimate the total common expenses to be incurred by the Association for the forthcoming fiscal year, (ii) determine, in a manner consistent with the terms and provisions of this Declaration, the amount of the annual maintenance assessments to be paid by each Member and (iii) establish the date of commencement of the annual maintenance assessments. Written notice of the annual maintenance assessments to be paid by each Member and the date of commencement thereof shall be sent to every Member, but only to one (1) joint Owner. Each Member shall thereafter pay to the Association his annual maintenance assessment in such manner as determined by the Board of Directors.

8.05 Special Care Assessments and Special Individual Assessments.

- (a) In addition to the annual maintenance assessments authorized in Section 8.04 hereof, the Board of Directors of the Association may levy in any calendar assessment year a special capital assessment for the purpose of (i) defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of improvements upon the Properties or Common Properties, including the necessary fixtures and personal property related thereto (ii) maintaining portions of the Common Properties and improvements thereon, or (iii) carrying out other purposes of the Association; provided, however, that any such special capital assessment levied by the Association shall have the approval of the Members in accordance with Section 7.03 hereof. Any special capital assessment levied by the Association shall be paid by the Members directly to the Association on such date or dates as determined by the Board of Directors. All such amounts collected by the Association may only be used for the purposes set forth in this Section 8.05 and shall be deposited by the Board of Directors in a separate bank account to be held in trust for such purpose. These funds shall not be commingled with any other funds of the Association.
- (b) The Board of Directors of the Association may levy special individual assessments against one or more Owners for (i) reimbursement to the Association of the costs for repairs to the Properties or Common Properties and improvements thereto occasioned by the willful or negligent acts of such owner or Owners and not ordinary wear and tear; or (ii) for payment of fines, penalties or other charges imposed against an Owner or Owners relative to such Owner's failures to comply with the terms and provisions of this Declaration the Bylaws of the Association or any rules or regulation promulgated hereunder. Any special individual assessment levied by the Association shall be paid by the Owner or Owners directly to the Association. All amounts collected by the Association as special individual assessments under this Section 8.05 shall belong to and remain with the Association.

8.06 Working Capital Assessment. Upon acquisition of record title to a Lot by the first Owner thereof (other than Developer or a Builder), a contribution shall be made by or on behalf of such Owner to the working capital of the Association in an amount that is initially established to be \$500.00 (the "Working Capital Assessment"). The Working Capital Assessment shall be in addition to, not in lieu of, the annual assessment and shall not be considered an advance payment of such assessment. The Working Capital Assessment shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for covering operating expenses and other expenses incurred by the Association pursuant to this Declaration and the bylaws of the Association. The Association may increase or decrease the amount of the Working Capital Assessment. The change of amount is not effective unless stated in a writing that is recorded, signed, and acknowledged by an officer of the Association.

8.07 Date of Commencement of Assessments; Due Dates; No Offsets. The annual maintenance assessments provided for herein shall commence on the date fixed by the Board of Directors of the

Association to be the date of commencement and, except as hereinafter provided, shall be payable annually, in advance, on the first day of each payment period thereafter, as the case may be and as the Board of Directors shall direct. The first annual maintenance assessment shall be made for the balance of the calendar year in which it is levied. The amount of the annual maintenance assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual maintenance assessment provided for in Section 8.04 hereof as the remaining number of months in that year bears to twelve; provided, however, that if the date of commencement falls on other than the first day of a month, annual maintenance assessment for such month shall be prorated by the number of days remaining in the month. All assessments shall be payable in the amount specified by the Association and no offsets against such amount shall be permitted for any reason.

8.08 Obligations of Lot Owners During Construction with Respect to Assessments.

- (a) The maximum annual regular assessment payable by buyer or lot owner during construction of a home shall be one-half (1/2) of the then existing Association annual regular assessment regarding such Lot, and
- (b) The maximum annual regular assessment payable by buyer or lot owner on which a home and related improvements have been completed, as determined by the date that any permanent electric meter is placed on the Dwelling, or any occupancy of the Dwelling, whichever comes first. Should neither the electric meter be placed or occupancy occur, the established date will be the day that the ACC determines the Dwelling was substantially completed.
- (c) The fee that may be charged for a resale certificate to the initial purchaser of a Lot shall not exceed \$200 per Lot unless increased by the Association as provided in this Declaration or the bylaws of the Association.
- (d) Dues and fees payable to the Association after completion of the home, transfer to the initial homeowner and thereafter will be payable as provided in the governing documents of these deed restrictions.
- (e) Declarant, in its sole discretion, may charge a \$250 per home Review Fee when the initial architectural review is submitted.
- (f) Neither Developer nor Builder shall pay any assessments for any Lots it owns.

8.09 Duties of the Board of Directors with Respect to Assessments.

- (a) The Board of Directors of the Association shall fix the date of commencement and the amount of the annual maintenance assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.
- (b) Written notice of all assessments shall be delivered or mailed to every Owner subject thereto. Such notice shall be sent to each owner at the last address provided by each Owner, in writing, to the Association.
- (c) The omission of the Board of Directors to fix the assessments within the time period set forth above for any year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

8.10 Non-Payment of Assessment.

- (a) Delinquency. Any assessment, or installment thereof, which is not paid in full when due shall be delinquent on the day following the due date (herein, "delinquency date") as specified in the notice of such Assessment. The Association shall have the right to reject partial payment of an Assessment and demand full payment thereof. If any Assessment or part thereof is not paid within ten (10) days after the delinquency date, the unpaid amount of such Assessment shall bear interest from and after the delinquency date until paid at a rate equal to the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum lawful rate.
- (b) Lien. The unpaid amount of any Assessment not paid by the delinquency date shall, together with the interest thereon as provided in Section 5.09(a) hereof and the cost of collection thereof, including reasonable attorney's fees, become a continuing lien and charge on the Lot of the non-paying Owner, which shall bind such Lot in the hands of the Owner, and his heirs, executors, administrators, devisees, personal representatives, successors and assigns. The lien shall be superior to all other liens and charges against the Lot, except only for tax liens and the lien of any bona fide first mortgage or first deed of trust now or hereafter placed upon such Lot. A subsequent sale or assignment of the Lot shall not relieve the Owner from liability for any Assessment made prior to the date of sale or assignment and thereafter becoming due nor from the lien of any such Assessment. The Board shall have the power to subordinate the lien securing the payment of any Assessment rendered by the Association to any other lien. Such power shall be entirely discretionary with the Board. As hereinbefore stated, the personal obligation of the Owner incurred at the time of such Assessment to pay such Assessment shall remain the personal obligation of such Owner and shall not pass to such Owner's successors in title unless expressly assumed by them in writing. Liens for unpaid Assessments shall not be affected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may exempt himself from liability for such assessment or waive or otherwise escape liability for the Assessments by non-use of the Common Properties or abandonment of his Lot. To evidence any lien, the Association shall prepare a written notice of lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot covered by such lien. Such notice shall be executed by one of the officers of the Association and shall be recorded in the Office of the County Clerk of Parker County, Texas.
- (c) Remedies. The lien securing the payment of the Assessments shall attach to the Lot belonging to such non-paying Owner with the priority set forth in this Section. Subsequent to the recording of a notice of the lien, the Association may institute an action at law against the Owner or Owners personally obligated to pay the Assessment and/or for the foreclosure of the aforesaid lien as provided below. In any foreclosure proceeding the Owner shall be required to pay the costs, expenses and reasonable attorneys' fees incurred by the Association. In the event an action at law is instituted against the Owner or Owners personally obligated to pay the Assessment there shall be added to the amount of any such Assessment.

- (i) the interest provided in this Section, plus any service fees charged by the Association's Management Company
- (ii) the costs of preparing and filing the complaint in such action,
- (iii) the reasonable attorneys' fees incurred in connection with such action, and
- (iv) any other costs of collection;

Further, in the event a judgment is obtained, such judgment shall include interest on the Assessment as provided in this Section and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action.

Each Owner, by acceptance of a deed to a Lot, hereby expressly vests in the Association or its agents or trustees the right and power to bring all actions against such Owner personally for the

collection of such charges as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Section 51.002 of the Texas Property Code and Texas Property Code 209.009-209.011, and such Owner hereby expressly grants to the Association the private power of sale in connection with said liens.

- (d) Notice to Mortgagees. The Association may, and upon the written request of any mortgagee holding a prior lien on any part of the Properties, shall report to said mortgagee any Assessments remaining unpaid for longer than thirty (30) days after the delinquency date of such Assessment.
- (e) Returned or NSF Checks. Any bank service charges for Returned or NSF checks will be charged to the Owner plus a \$20 fee for the Managing Agent for its administrative costs and efforts to collect and process the returned or NSF check.

8.11 Subordination of the Lien to Mortgages. The lien securing the payment of the Assessments shall be subordinate and inferior to the lien of any bona fide first lien mortgage or deed of trust now or hereafter recorded against any Lot; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale, whether public or private, of such property pursuant to the terms and conditions of any such mortgage or deed of trust. Such sale shall not relieve the new Owner of such Lot from liability for the amount of any assessment thereafter becoming due nor from the lien securing the payment of any subsequent assessment.

IN WITNESS WHEREOF, Developer and Declarant have caused this instrument to be executed as of the 16 day of January, 2019.

DEVELOPER:

Triad Land and Development, LLC

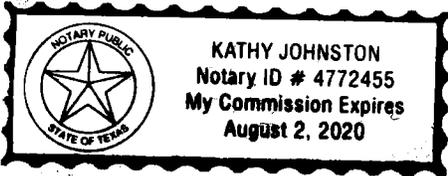
By: [Signature]
Its: Owner

STATE OF TEXAS §
 §
COUNTY OF Garret §

Acknowledged before me, a Notary Public, this 16 day of January, 2019, by Ty Beauchamp. The owner of Triad Land and Development, LLC, on behalf of said limited liability company.

[SEAL]

[Signature]
Notary Public in and for the State of Texas
Kathy Johnston
Printed Name



DECLARANT

Triad Land and Development, LLC

By: [Signature]
Its: owner

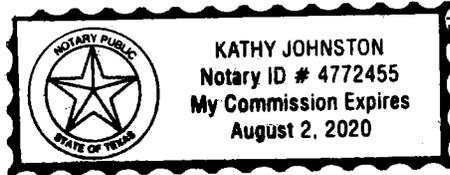
STATE OF TEXAS §
 §
COUNTY OF Tarrant §

Acknowledged before me, a Notary Public, this 16 day of January, 2019, by Ty Beauchamp. The owner of Triad Land and Development, LLC, on behalf of said limited liability company.

[SEAL]

[Signature]
Notary Public in and for the State of Texas

Kathy Johnston
Printed Name



**EXHIBIT A
THE PROPERTY**

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Lila Deakle

201901367

01/18/2019 02:16:49 PM

Fee: \$127.00

Lila Deakle, County Clerk
Parker County, Texas

DECLARE