



DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR BEAR COUNTRY

THIS DECLARATION (herein so called) is made effective as of the 18th day of July 2013, by SilverOak Land Development Company, L.L.C., a Texas limited liability company (hereinafter referred to as "Declarant").

WHEREAS, Declarant is the owner of the real property known as Lots 1 through 85, Block 1, Bear Country, An Addition in Parker County in the City of Annetta South and the E.T.J. of the City of Annetta South, Parker County, Texas according to the Plat thereof recorded in Plat Cabinet C, Slide 764, Plat Records, Parker County, Texas (the "Plat"), which is incorporated herein by reference and made a part hereof for all purposes; and

WHEREAS, Declarant desires to create thereon a gated residential community with residential lots, private streets, open spaces, landscaping, sprinkler systems, and other common improvements for the benefit of the community; and

WHEREAS, Declarant desires 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, private streets, common lighting, fencing, drives, screening walls, and 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 tie 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; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create a homeowners association to which would be delegated and assigned the powers of (i) maintaining and administering the common properties and facilities, (ii) administering and enforcing the covenants and restrictions contained herein, and (iii) collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has caused or will cause a corporation to be incorporated under the laws of the State of Texas for the purpose of effecting the intents and objectives herein set forth.

NOW, THEREFORE, Declarant declares 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 subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I
DEFINITIONS

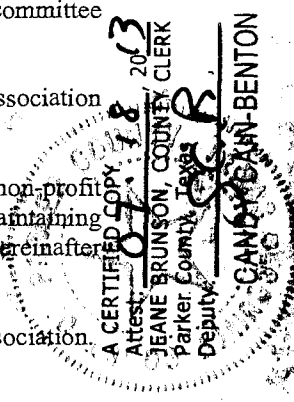
The following words when used in this Declaration or any Supplemental Declaration (unless the context shall otherwise prohibit) shall have the following meanings:

(a) "Architectural Control Committees" shall mean and refer to the architectural control committee described in Article X hereof.

(b) "Articles of Incorporation" shall mean and refer to the articles of incorporation of the Association as may be amended from time to time.

(c) "Association" shall mean and refer to Bear Country HOA, Inc., Inc., a Texas non-profit corporation (or any other similarly named entity) which will have the power, duty and responsibility of maintaining and administering the Common Properties, and collecting and disbursing the assessments and charges hereinafter prescribed, and will have the right to administer and enforce the Covenants and Restrictions.

(d) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.



- (e) "Class A Members" shall have the meaning set forth in Section 3.02.
- (f) "Class B Members" shall have the meaning set forth in Section 3.02 hereof.

(g) "Common Properties" shall mean and refer to those areas devoted to the common use and enjoyment of the Owners, and include the following: all sidewalks, drainage systems, those certain landscaping improvements, plantings, screening walls, fencing, sprinkler systems and recreational facilities, to be placed as shown on the Plat; Properties which are known, described or designated or which shall subsequently become known, described or designated as Common Properties intended for or devoted to the common use and enjoyment of the Owners, together with any and all improvements that are now or may hereafter be constructed thereon. In certain circumstances, Common Properties may not be owned by the Declarant or the Association in fee, but may, in some instances, be held as an easement, be leased or may simply be areas of land that are not owned or leased by the Declarant or the Association but which are maintained by the Association or the Declarant for the use and benefit of the Owners of the Properties. An example of areas of Common Properties which may not be owned or leased by the Association or the Declarant but would constitute a portion of the Common Properties would be landscaped areas appurtenant to and within public rights-of-way. The Declarant may hold record title to all or a portion of the Common Properties, consistent with the objectives envisioned herein and subject to the easement rights herein of the Owners to use and enjoy the Common Properties, for an indefinite period of time and at a point in time (deemed appropriate and reasonable by the Declarant) after the Association has been incorporated, record title to those portions of the Common Properties which are owned by the Declarant in fee, as an easement or otherwise will be transferred from the Declarant to the Association.

(i) "Declarant" shall mean and refer to SilverOak Land Development Company, L.L.C., and its successors and assigns, if such successors and/or assigns become same by operation of law, or should (i) such successors and/or assigns acquire all or substantially all of the Lots from SilverOak Land Development Company, L.L.C. for the purpose of development, and (ii) any such assignee receives by assignment from SilverOak Land Development Company, L.L.C. all or a portion of its rights hereunder as such Declarant, by an Instrument expressly assigning such rights of Declarant to such assignee. No person or entity purchasing one or more Lots from SilverOak Land Development Company, L.L.C. in the ordinary course of business shall be considered as "Declarant"

(j) "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision 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 residential dwelling. Some portions of the Common Properties may be platted as a "lot" on the recorded subdivision plat, however, these lots shall be excluded from the concept and definition of lot as used herein.

(k) "Member" shall mean and refer to each Owners as provided in Article III hereof.

(l) "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 who hold an interest merely as security for the performance of an obligation.

(m) "Properties" shall mean and refer to the properties subject to this Declaration, together with such additions as may hereafter be made thereto (as provided in Article II).

(n) "Easement Property" shall mean and refer to private areas and easements marked on the plat. It is expressly provided that if there is ever any dispute concerning the exact description of the Easement Property, the Board shall retain a surveyor and direct such surveyor to describe the Easement Property by metes and bounds generally as described herein. The legal description developed by such surveyor shall become the legal description for the Easement Property.

**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 Annetta South, Parker County, State of Texas, and are more

A CERTIFIED COPY
 ALBERT 07/18
 JEANNE BRUNSON, COUNTY CLERK
 Parker County, Texas
 Debuty
 CANDY GANN-BENTON

particularly described on the recorded Plats for Bear Country Addition, which are incorporated herein by reference for all purposes.

2.02 **Additions to Properties.** Additional land(s) may become subject to this Declaration in any of the following manners:

(a) The Declarant may add or annex additional real property to the scheme of this Declaration by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions ("Supplementary Declaration") which shall extend the scheme of the Covenants and Restrictions of this Declaration to such property; provided, however, that such Supplementary Declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not materially inconsistent with this Declaration in a manner which adversely affects the concept of this Declaration.

(b) If any person or entity other than the Declarant desires to add or annex additional residential and/or common areas to the scheme of this Declaration, such proposed annexation must have the prior written consent and approval of the majority of the outstanding votes within each voting class of the Association.

(c) Any additions made pursuant to paragraphs (a) and (b) of this Section 2.02, when made, shall automatically extend the jurisdiction, functions, duties, and membership of the Association to the properties added.

(d) The Declarant shall have the right and option (without the joinder, approval or consent of any person or entity) to cause the Association to merge or consolidate with any similar association then having jurisdiction over real property located (in whole or in part) within one half (1/2) mile of any real property then subject to the jurisdiction of the Association. Upon a merger or consolidation of the Association with another association, its properties, rights, and obligations of another association may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants and Restrictions established by this Declaration with the Properties together with the covenants and restrictions established upon any other properties as one scheme.

(e) Notwithstanding the fact that the Declarant may not be a Class A or Class B Member by virtue of its sale, transfer or conveyance of all of its right, title, and interest in the properties, the Declarant shall continue to be entitled to implement and exercise all its rights under and pursuant to this Section 2.02 and all of the subsections hereof. Even though the Declarant may not be a Class A or Class B Member prior to an annexation, merger or consolidation permitted by this Section 2.02, subsequent to such annexation, merger or consolidation, the Declarant shall be and become a Class B Member with respect to the Lots owned by it within the Properties, as such Properties have been expanded or increased by the annexation, merger or consolidation. The Declarant's rights as a Class B Member shall be governed by and set forth in this Declaration and the Articles of Incorporation and Bylaws of the Association, as same may be amended or altered by, and in accordance with, the annexation, merger or consolidation.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

3.01 **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.

3.02 **Classes of Membership.** The Association shall have two (2) classes of voting membership:

CLASS A. Class A Members shall be all Members with the exception of Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership (unless Declarant is entitled to vote their Lots under the rights of the Class B Member set out below). 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.

A CERTIFIED COPY
Attest: 07-18-2013
JEANE BRUNSON, COUNTY CLERK
Parker County, Texas
Deputy: **CANDY GAIN-BENTON**

CLASS B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to twenty (20) votes for each Lot in which Declarant either holds the interest required for membership or which is owned by any bona fide owner that is engaged in the process of constructing a residential dwelling on such Lot for sale to consumers. The Class B membership shall cease upon the earlier to occur of the following:

- (i) Declarant or any entity for which Declarant or James T. Dreiling is a principal no longer owns record title to any of the Lots; or
- (ii) on the fifteenth (15th) anniversary of the date of this Declaration as recorded in the Office of the County Clerk of Parker County, Texas.

Notwithstanding the voting rights within the Association, until the Declarant no longer owns record title to any Lot or the fifteenth (15th) anniversary of the date this Declaration was recorded in the Office of the County Clerk of 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. Owners of exempt properties as described in Section 5.11 hereof shall be Members but shall not have voting rights.

3.03 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, regardless of class, at a meeting duly called, written notice of which shall be given to all Members no less than ten (10) days nor more than fifty (50) days in advance.

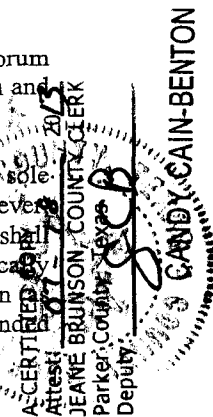
(b) The quorum required for any action referred to in Paragraph (a) of this Section shall be as follows:

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, regardless of class, shall constitute a quorum for any action except as otherwise provided in the Association's 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 requirement herein set forth, and the required quorum at such second meeting shall be one-half (½) 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 Members holding at least the minimum number of votes necessary to authorize such action at a meeting of all Members entitled to vote therein were present. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated and delivered to the Association. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Association's Secretary shall give notice to all Members entitled to vote who did not give their consent, fairly summarizing the material features of the authorized action.

(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.

Attest: 
JEANNE BRUNSON, COUNTY CLERK
Parker County, Texas
Deputy

ARTICLE IV
PROPERTY RIGHTS IN THE COMMON PROPERTIES AND EASEMENT PROPERTY

4.01 **Members' Easements of Enjoyment.** Subject to the provisions of Section 4.03 of this Article, every Member and every tenant of every Member, who resides on a Lot, and each individual who resides with either of them, respectively, on such Lot shall have a non-exclusive right and easement of use and enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title of every lot; provided, however, such easement shall not give such person the right to make alterations, additions or improvements to the Common Properties.

4.02 **Extent of Members' Easements.** The rights and easements of enjoyment created hereby shall be subject to and limited by the following:

(a) The right of the Association to prescribe regulations governing the use, operation, and maintenance of the Common Properties;

(b) The right of the Association to enter into and execute contracts with parties (including the Declarant or an affiliate of the Declarant) for the purpose of providing maintenance for all or a portion of the Common Properties or providing materials or services consistent with the purposes of the Association;

(c) The right of the Declarant or the Association, subject to approval by written consent by the Member(s) having a majority of the outstanding votes of the Members, in the aggregate, regardless of class, to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility company for such purposes and upon such conditions as may be agreed to by such Members;

(d) The right of the Declarant or the Association, at any time, to make such reasonable amendments to the Plat of the Properties recorded in the Plat Records of Parker County, Texas, as it deems advisable, in its sole discretion. All Members are advised that a portion of the Common Properties may be located within a platted and dedicated public right-of-way and in connection therewith the public shall have right of use and enjoyment of Common Properties located within public rights-of-way; and

(e) With respect to any and all portions of the Common Properties, Declarant, until Declarant no longer owns record title to any Lot or the fifteenth (15th) anniversary of the date this Declaration was recorded in the Office of the County Clerk of Parker County, Texas, whichever is the first to occur, shall have the right and option (without the joinder and consent of any person or entity, save and except any consent, joinder or approval required by the ACC or any governmental agency having appropriate jurisdiction over the Common Properties) to: (i) alter, improve, landscape and/or maintain the Common Properties; (ii) re-channel, realign, dam, bridge, bulwark, culvert and otherwise employ or utilize construction and/or engineering measures and activities of any kind or nature whatsoever upon or within the Common Properties; (iii) seek and obtain variances or permits of any kind or nature whatsoever upon or within the Common Properties; (iv) replat or redesign the shape or configuration of the Common Properties; and (v) seek and obtain any and all permits, licenses or exemptions from any and all governmental agencies exercising jurisdiction over the Common Properties and/or the uses or activities thereon.

4.03 **Easements.** The Association and all Class A and Class B members are hereby granted an easement covering the private streets as shown on the Plat of Bear Country Addition for the purpose of providing unrestricted use of such Common Properties for utilities and the maintenance of same. This easement shall extend to all utility providers, including telecable companies operating within the City of Annetta South ("City"). The City shall also have the right of access on such Common Properties for any purpose related to the exercise of a governmental service of function, including, but not limited to, fire and police protection, inspection, and code enforcement. This easement further permits the City to remove any vehicle or obstacle within the private street that impairs emergency access.

4.04 **Declarant and Association Easements.** Declarant (during Declarant's rights to exercise any control under the terms of the Declaration) and the Association shall have a non-exclusive right and easement to access and maintain the Easement Property. Such easement shall be appurtenant to and shall pass with the title of every containing Easement Property for the benefit of the Common Properties and the Association.

A CERTIFIED COPY
MADE
August 27 - 18 2015
JENNIFER BRUNSON, COUNTY CLERK
Parker County, Texas
Deputy
GANDY CAIN-BENTON

4.05 **Extent of Declarant and Association Easements.** The rights and the easements created hereby in the Easement Property shall be subject to and limited by the following:

(a) Declarant and/or the Association shall have the right to maintain the landscaping, ponds, creek area, and bridges on the Easement Property, including installation of irrigation, all as may be determined by Declarant and/or the Association In a manner substantially similar to the landscaping initially installed by Declarant and/or the Association on the Easement Property.

(b) The right of the Declarant and/or the Association to enter into and execute contracts with parties (including the Declarant or an affiliate of the Declarant) for the purpose of providing maintenance for all or a portion of the Easement Property or providing materials or services consistent with the purposes of the Association. It being the intent of this easement that Declarant and/or the Association consistently maintain the Easement Property in a way that preserves the bridges and landscaping in a consistent, attractive manner for the visual benefit of all Owners.

**ARTICLE V
COVENANTS AND ASSESSMENTS**

5.01 **Creation of the Lien and Personal Objection of Assessments.** Declarant, 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 to the Association (or to an entity or collection agency designated by the Association): (1) annual maintenance assessments or charges (as specified in Section 5.04 hereof), such assessments to be fixed, established and collected from time to time as herein provided; (2) special assessments for common area, street, or utility maintenance, capital improvements and other purposes (as specified in Section 5.05 hereof), such assessments to be fixed, established and collected from time to time as hereinafter provided; and (3) 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 5.05 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 5.01 (hereinafter, the "Assessment" or 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 is 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 an 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.

5.02 **Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively 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, streets, utilities, and gates, and Easement Property; (iii) enhancing the quality of life in the Properties and the value of the Properties; (iv) improving and maintaining the Common Properties, and the Easement Property, the properties, services, improvements, bridges, private streets and facilities devoted to or directly related to the use and enjoyment of the Common Properties and Easement Property 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 and the Easement Property; (vi) carrying out the powers and duties of the Board of Directors of the Association as set

A CERTIFIED COPY
2018
Attest:
JEANE BRUNSON, COUNTY CLERK
Parke County, Texas
Deputy
CANDY CAIN-BENTON

forth in this Declaration and the Bylaws of the Association; (vii) carrying out the purposes of the Association as stated in its Articles of Incorporation; and (viii) 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.

5.03 Improvement and Maintenance of the Common Properties and Easement Property Prior to Assessments. Initially, the improvement of the Common Properties and Easement Property 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 and Easement Property are substantially completed and until the date of the Assessments formally commences, the Declarant on behalf of the Association, shall have the responsibility and duty (but with right to reimbursement once Assessments begin) of maintaining the Common Properties and Easement Property, including, but not limited to, the payment of taxes on and Insurance in connection with respect to the Common Properties and with respect to both the Common Properties and Easement Property, 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 and Easement Property.

5.04 Annual Maintenance Assessment.

(a) The Board of Directors shall determine the amount of the annual maintenance assessments for each year, which assessments may include a reserve fund for working capital and shall include a reserve fund for maintenance, repairs, and replacements of the Common Properties, streets, utilities, gates, and Easement Property. The annual contribution to the reserve fund for maintenance, repairs, and replacements shall be a minimum of \$50 per Lot or as otherwise set by the Board of Directors.

(b) Subject to the provisions of Section 5.04(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) Except for increases in the annual maintenance agreement dedicated to the reserve fund for maintenance repairs and replacement of Common Properties or Easement Property, which may be set by the Board or the City alone, an increase in the rate of the annual maintenance assessments as authorized by Section 5.04(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 3.03 hereof.

(d) When the annual maintenance assessment is computed for Lots, all or a portion of such annual maintenance assessment shall be payable to the Association by the Member according to the status of the Lot owned by such Member as follows: as to a Lot owned by a Class A Member the full annual maintenance assessment shall be payable.

(e) Notwithstanding anything herein contained to the contrary, the maximum annual maintenance assessment chargeable against any Lot for which a final assessment is payable shall not exceed \$1,000.00.

(f) The Board of Directors may provide that annual maintenance assessments shall be paid monthly, quarterly, semi-annually or annually on a calendar year basis. No 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.

(g) The annual maintenance assessments shall include reasonable amounts, as determined by the Members or by the Board, collected as reserves for the future periodic maintenance, repair, and/or replacement of all or a portion of the Common Properties and Easement Property. All amounts collected as reserves, whether pursuant to

A-CERTIFIED COPY
Attest: 07-18-2013
JEANIE BRUNSON, COUNTY CLERK
Parker County, Texas
Deputy: C.C.B.
CANDY GAIN-BENTON

this Section or otherwise, shall be deposited in a separate bank account to be held in trust for the purposes for which they were collected and are to be segregated from and not commingled with any other funds of the Association. Assessments collected as reserves shall not be considered to be advance payments of regular annual maintenance assessments.

5.05 Special Care Assessments and Special Individual Assessments.

(a) In addition to the annual maintenance assessments authorized in Section 5.04 hereof, the Board of Directors of the Association may levy in any calendar assessment year a special capital assessment for the purpose (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 Easement Property 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 3.03 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 5.05 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 failure to comply with the terms and provisions of this Declaration, the Bylaws of the Association, or any rules or regulations 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 5.05 shall belong to and remain with the Association.

5.06 Uniform Rate of Annual Maintenance Assessments and Special Capital Assessments. Both annual maintenance assessments and special capital assessments (excepting those from special individual assessments) must be fixed at a uniform rate for all Lots, and be payable as set forth herein.

5.07 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 monthly, quarterly, semi-annually or 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 5.04 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, the annual maintenance assessment for such month shall be prorated by the number of days remaining in the month. The due date or dates, if to be paid in installments, of any special capital assessment or special individual assessment under Section 5.05 hereof shall be fixed in the respective resolution authorizing such assessments. All assessments shall be payable in the amount specified by the Association and no offsets against such amount shall be permitted for any reason.

5.08 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 assessments 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

A CERTIFIED COPY
AFFID: 07-18-2013
JEANE BRUNSON, COUNTY CLERK
Parker County, Texas
Deputy
CANDY CAIN-BENTON

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 of 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.

(d) The Board of Directors shall upon demand at any time furnish to any Owner liable for said assessment a certified letter signed by an officer or agent of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

5.09 Non-payment of Assessment

(a) Delinquency. Any Assessment, or installment thereof, which is not paid in final 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 attorneys' fees, automatically 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 purchase money liens, home improvement liens or home equity liens 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 herein before 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 Assessments 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 automatically 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 pursuant to Texas non-judicial foreclosure law. 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 the following:

- (i) the interest provided in this Section;
- (ii) the costs of preparing and filing the complaint
- (iii) the reasonable attorneys' fees incurred in connection with such action; and
- (iv) any other costs of collection;

and 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.

A CERTIFIED COPY
Attest: 6-7-18
JEANE BRUNSON, COUNTY CLERK
Parker County, Texas
Deputy
CANDY CAIN-BENTON

Each Owner, by acceptance of a deed to a Lot, hereby expressly grants the lien rights described herein and 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 applicable Texas non-judicial foreclosure law such as Section 51.002 of the Texas Property Code, as may be amended, and such Owner hereby expressly grants to the Association the public power of sale in connection with said liens. The Association may also suspend the Association membership and voting rights of any Owner who is in default in payment of any Assessment in accordance with this Declaration and/or the Bylaws.

(d) Notice to Mortgagees. The Association may, and upon the written request of any mortgages 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.

5.10 **Subordination of the Lien to Mortgages.** The lien securing the payment of the Assessments shall be subordinate and inferior to the lien of any purchase money liens, home improvement liens or home equity liens 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.

5.11 **Exempt Property.** The following property subject to this Declaration shall be exempted from the assessments, charges and liens created in Section 5.04 and Section 5.05(a) hereof:

- (a) All properties dedicated and accepted by the local public authority and devoted to public use.
- (b) All Common Properties.
- (c) All Lots owned by Declarant.

5.12 **Estoppel Information from Board with Respect to Assessments.** The Board shall upon demand at any time furnish to any Owner liable for an Assessment, a certificate in writing signed by an officer of the Association, setting forth whether said Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge may be made by the Board of Directors of the Association for the issuance of such certificates.

ARTICLE VI GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

6.01 **Powers and Duties.** The affairs of the Association shall be conducted by its Board of Directors. Prior to the incorporation of the Association, the Declarant shall select and appoint the Board of Directors, each of whom shall be a Class A or Class B Member, or an officer, employee, representative or agent of a Class A or Class B Member. From and after the effective date of the Association's incorporation, the Board of Directors shall be selected in accordance with the Articles of Incorporation and Bylaws of the Association. The Board, for the benefit of the Properties, the Common Properties and the Owners, shall provide and pay for, out of the fund's collected by the Association pursuant to Article V above, the following:

(a) Care and preservation of the Common Properties and Easement Property and the furnishing and upkeep of any desired personal property for use in the Common Properties and Easement Property. Expenditures for the repair or installation of capital improvements, not included in the annual maintenance budget, may be paid from the reserve fund as specifically provided in Section 6.05 herein.

(b) Care and maintenance of the landscaping, screening walls and entry features which may be constructed by Declarant on the Common Properties and Easement Property or on private property. Maintenance includes all repair, rebuilding or cleaning deemed necessary by the Board of Directors.

CERTIFIED COPY
Attest: 07-18
JEANE BRUNSON, COUNTY CLERK
Barker County, Texas
Deputy
CANDY CAIN-BENTON

(c) Maintenance, should the Board so elect, of exterior grounds, drives, parkways, private streets and access areas, including care of trees, shrubs and grass, the exact scope of which shall be further specified by the Board from time to time. In particular, the Board shall be empowered to contract with persons or entities who shall be responsible for the maintenance of landscaping, trees, shrubs, grass and like improvements which are located on Lots, except for landscaping and other like improvements which are located within rear yards or side yards enclosed by solid fence, which shall be maintained by the individual Lot Owner. Maintenance services contracted for by the Board in accordance with this paragraph shall be paid for out of Association funds.

(d) The services of a person or firm to manage and/or provide consultation to the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager.

(e) Legal and accounting services.

(f) A policy or policies of insurance ensuring the Association, its officers and directors against any liability to the public or to the Owners (and/or their invitees or tenants) incident to the operation of the Association, including, without limitation, officers' and directors' liability insurance.

(g) Workers' compensation insurance to the extent necessary to comply with any applicable laws.

(h) Such fidelity bonds as may be required by the Bylaws or as the Board may determine to be advisable.

(i) Any other materials, supplies, insurance or property owned by the Association, furniture, labor, services, maintenance, repairs, alterations, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

(j) To execute all declarations of ownership for tax assessment purposes and to pay all taxes with regard to the Common Properties.

(k) To enter into agreements or contracts with insurance companies, taxing authorities and the holders of mortgage liens on one or more Lots with respect to: (i) taxes on the Common Properties and (ii) insurance coverage of the Common Properties, as they relate to the assessment collection and disbursement process envisioned in this Declaration.

(l) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit.

(m) To enter into contracts, maintain one or more bank accounts, and generally, to have all the powers necessary or incidental to the operation and management of the Association, the Easement Property, and the Common Properties, expressly including the power to enter into management and maintenance contracts.

(n) If, as, and when the Board, in its sole discretion, deems necessary it may take action to protect or defend the Common Properties or Easement Property from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements.

(o) To make reasonable rules and regulations for the operation and use of the Common Properties and to amend them from time to time, provided that any rule or regulation may be amended or repealed in writing signed by a majority of the Members, or, with respect to a rule applicable to less than all of the Properties, by a majority of the Members in the portions affected.

(p) Subsequent to incorporation, to make available to each Owner, within one hundred twenty (120)

A CERTIFIED COPY
Attest: 07-18 2018
JEANE BRUNSON, COUNTY CLERK
Parker County, Texas
Deputy
CANDY CAIN-BENTON

days after the end of each year, an unaudited annual report.

(q) Pursuant to Article VII herein, to adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency.

(r) If, as and when the Board, in its sole discretion, deems necessary, it may take action to enforce the provisions of this Declaration and any rules made hereunder and to enjoin and/or seek damages from any Owner for violation of such provisions or rules.

(s) To enter into contracts for any private trash and garbage collection services and security arrangements.

6.02 Board Powers. From and after the date on which the title to the Common Properties has been conveyed to the Association, the Board shall have the exclusive right to contract for all goods, services and insurance, and the exclusive right and obligations to perform the functions of the Board, except as otherwise provided herein.

6.03 Maintenance Contracts. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms end conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

6.04 Liability Limitations. No Member, officer of the Association or member of the Board of Directors of the Association shall be personally liable for debts contacted for, or otherwise incurred by the Association, or for a tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. The Declarant, the Association, its directors, officers, agents, and/or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements, or portion thereof or for failure to repair or maintain the same.

6.05 Reserve Funds. The Board may establish reserve funds, for such purposes as may be determined by the Board, which may be maintained and accounted for separately from other funds maintained for annual operating expenses and may establish separate. Irrevocable trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and are not net income to the Association. Expenditures from any such fund will be made at the direction of the Board. The reserve fund provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the subdivision, and maintaining the subdivision and improvements herein, all as may be more specifically authorized from time to time by the Board of Directors.

ARTICLE VII MAINTENANCE; REPAIR AND RESTORATION

7.01 Right to Purchase Insurance. The Association shall have the right and option to purchase, carry and maintain in force insurance covering any or all portions of the Common Properties and/or the Easement Property and the respective improvements thereon and appurtenant thereto, for the interest of the Association and of all Members thereof, in such amounts and with such endorsements and coverage as shall be considered good sound insurance coverage for properties similar in construction, location and use to the subject property. Such Insurance may include, but need not be limited to:

(a) Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the Insurance carrier.

(b) Public liability and property damage insurance on a broad form.

(c) Fidelity bond for all directors, officers, and employees of the Association having control over the receipt or the disbursement of funds in such penal sums as shall be determined by the Association in accordance

A CERTIFIED COPY
Attest: 07-18 2015
JEANNE BRUNSON, COUNTY CLERK
Parker County, Texas
Deputy: GARY CAMPBENTON

with its Bylaws.

(d) Officers and directors liability insurance.

7.02 **Insurance Proceeds.** Proceeds of insurance shall be disbursed by the insurance carrier to the Association or contractors designated by the Association as the Board of Directors may direct. The Association shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Association, as required in this Article, remaining after satisfactory completion of repair and replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of the Common Properties.

7.03 **Insufficient Proceeds.** If the Insurance proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special assessment as provided for in Article V of this Declaration to cover the deficiency. If the Insurance proceeds are insufficient to repair or replace any loss or damage for which an Owner is bound hereunder, such Owner shall, as such Owner's undivided responsibility, pay any excess costs of repair or replacement.

7.04 **Mortgagee Protection.** There may be attached to all policies of insurance against loss or damage by fire and other hazards, a mortgagee's or lender's loss payable clause; provided, however, that amounts payable under such clause to the mortgagee may be paid to the Association to hold for the payment of costs of repair or replacement subject to the provisions of Section 7.02 hereof. The Association shall be responsible to hold such monies or to collect additional monies if the proceeds are insufficient to pay for the cost of all repairs or replacements and shall ensure that all mechanics', materialmen's and similar liens which may result from said repairs or replacements are satisfied.

7.05 **Destruction of Improvements on Individual Lots.** In the event of destruction (total or partial) to the improvements on any individual Lot due to fire or any other cause, such Owner covenants and agrees to clear and remove any and all debris resulting from such damage within two (2) months after the date that the damage occurs and to complete all necessary repairs or reconstruction of the damaged improvements within one (1) year after the date that the damage occurs.

7.06 **Security Gate.** Declarant and the Association have arranged for construction and maintenance of a gated entrance to the subdivision controllable by keypad entry. Declarant and the Association desire that the gated entrance and private streets concept will discourage undesired and unauthorized vehicular and pedestrian traffic within the community and foster a higher degree of peace and tranquility. As development completion and occupancy of homes within the community advances toward final conclusion in the coming years, it is possible that Declarant and the Association may utilize a greater degree of access control.

Although Declarant and the Association reasonably believe that the existence of the gated entrance may discourage the commission of criminal acts (e.g., burglary, theft, etc.) within the community, nevertheless, neither the Declarant nor the Association warrant or guarantee that (a) the gated entrance is sufficient and adequate to diminish or eliminate the commission of crimes against personal or real property and (b) such acts will not be attempted or actually occur within the community. These security arrangements are not designed or intended to replace the conventional police or fire protection and paramedic medical services available from the City. The Association shall maintain reliable access through the security gate for the City and other utility service providers with appropriate identification. The City shall have the right to enter the community and remove any gate or device which is a barrier to access if the Association fails to maintain reliable access as required to provide City or utility services. Such removal shall be at the sole expense of the Association subject to approval by the City. All gate access designs shall comply with then-existing ordinances and codes of the City.

7.07 **Insurance.** The Association will seek to carry public liability insurance generally covering bodily injury and property damage arising out of negligent acts by employees, Members or authorized representatives of the Association. The Association will not carry any insurance pertaining to, nor does it assume any liability or responsibility for, the real or personal property of the Owners (and their respective family members and guests). Each Owner expressly understands, covenants, and agrees with Declarant and the Association that:

A CERTIFIED COPY OF THIS INSTRUMENT WAS FILED IN THE PUBLIC RECORDS OF BRUNSON COUNTY, SOUTH CAROLINA, ON 07/18/15 AT 10:00 AM.
Attest: JEANE BRUNSON, Clerk
Packet County Treasurer
Deputy: CANDY CAIN-BENTON

(a) Neither Declarant nor the Association has any responsibility or liability of any kind or character whatsoever regarding or pertaining to the real and personal property of each Owner;

(b) Each Owner shall, from time to time and at various times, consult with a reputable insurance industry representatives of each Owners own selection to select, purchase, obtain and maintain appropriate insurance providing the amount, type and kind of insurance deemed satisfactory to each Owner covering his or her real and personal properly;

(c) Each Owner releases and holds Declarant and the Association harmless from any uninsured liability, claims, causes of action or damages of any kind or character whatsoever arising out of or related (directly or indirectly) to any and all aspects of the gated entrance and private streets within the Community including, without limitation: the proper functioning of the gated entrance or management of combinations regarding the entrance or any injury or damage done by improper functioning of a gated entrance; and

(d) Each Owner will cooperate with Declarant, the Association and the Architectural (Control Committee in connection with the establishment, evolution and maintenance of reasonable controls on the pedestrian and vehicular traffic into and within the Property and abide by any and all rules and regulations of the Association, as adopted end promulgated from time to time, related to the entry upon or use of any private streets or other common areas within the Property.

**ARTICLE VIII
USE OF COMMON PROPERTIES AND EASEMENT PROPERTY**

The Common Properties and Easement Property may be occupied and used as follows:

8.01 **Restricted Actions by Owners.** No Owner shall permit anything to be done on or in the Common Properties which would violate any applicable public law or zoning ordinance or which will result in the cancellation of or increase of any insurance carried by the Association. No waste shall be committed in or on the Common Properties. No Owner shall permit anything to be done on or in the Easement Property that would damage, interrupt, or change the landscaping, irrigation, ponds, dry creek area, or appearance of the bridges which are to be maintained by Declarant and/or the Association.

8.02 **Damage to the Common Properties.** Each Owner shall be liable to the Association for any damage to the Common Properties or Easement Property caused by the negligence or willful misconduct of the Owner or such Owner's family, guests, pets, tenants or invitees.

8.03 **Rules of the Board.** All Owners and occupants shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association for all damages and costs, including reasonable attorneys' fees, incurred by the Association in connection therewith.

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

The Properties and each Lot situated thereon shall be constructed, developed, reconstructed, repaired, occupied and used as follows:

9.01 **Restricted Use.** Use of the Common Properties shall be limited to Members, their families and guests. With the exception of the regular business activities of Class B Members or the Association, no person or entity shall use any portion of the Common Properties to: (i) solicit, promote or conduct business, religious, political or propaganda matters; or (ii) distribute hand bills, newsletters, flyers, circulars or other printed materials, without the prior written consent of the Association (which consent may be withheld in its sole and absolute discretion). The entry gate, streets, bridges, and sidewalks within the community are "private" and constitute a portion of the Common Properties which are subject to the jurisdiction and administration by the Association. In addition to the other provisions appearing within this Article IX, the Board is specifically authorized to recommend, adopt, and

FILED 2013
JEANE BRINSON, COUNTY CLERK
Parker County, Texas
CANDY GAIN-BENTON
Deputy

implement and enforce rules, regulations, mechanisms and procedures governing the use of such sidewalks, streets, entry gates, bridges and alleys covering items such as (but not necessarily limited to):

- (a) Speed limits, designated parking areas, restrictive parking areas and no parking areas;
- (b) Signs and graphics to provide announcements to unauthorized personnel concerning potential criminal trespass matters;
- (c) A "fines" system through which the Association can levy and collect fines from its Members for violations of the applicable rules and regulations; and
- (d) Disclaimers of liability for any and all matters or occurrences on or related to the Common Property.

9.02 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 of 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 uses (except as expressly provided in Section 9.22 hereof).

9.03 Minimum Lot Area. No Lot shall be re-subdivided; provided, however, that Declarant shall have and 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 replat of the Plat to effect a re-subdivision or re-configuration of any Lots then owned by Declarant, so long as, such replat results in each re-subdivided Lot containing not less than the minimum lot size prescribed by the ACC. Owners shall not unreasonably withhold or delay their joinder in or consent to the replat or amendments to the Plat. The privilege to re-plat Lots owned by the Declarant reserved in this Section 9.03 shall be exercisable only by Declarant.

9.04 This paragraph is omitted intentionally.

9.05 Minimum Floor Space. No floor areas referenced below are for air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main dwelling. The main living area of each residential structure shall have a minimum living area of 2,800 square feet.

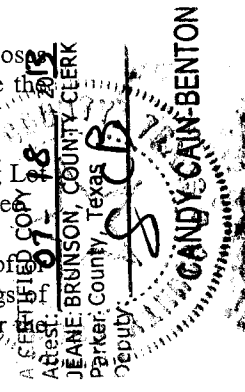
9.06 Building Setback Requirements. All front, side, and rear setbacks must be approved by the Architectural Control Committee the requirements of the Plat provided. The location of the main residence on each Lot and the facing of the main elevation with respect to the street shall be subject to the written approval of the Architectural Control Committee. No building or structure of any type shall be erected on any Lot nearer to the property lines indicated by the minimum building setback line on the Plat.

9.07 Height. No building or structure on any Lot shall contain more than two (2) stories or exceed, in height, the maximum height allowed by the ACC, such height to be measured and determined in accordance with the method approved by the ACC.

9.08 Driveways. Each Lot must be accessible to the adjoining street by a driveway suitable for such purposes and approved in writing as to design, materials and location by the Architectural Control Committee before the residential structure located on such Lot may be occupied or used.

9.09 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.

9.10 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, walls, sidewalks, driveways, or buildings of any type or the contents thereof on any Lot caused by any water levels, rising waters, or drainage waters. After



residence to be constructed on a Lot has been substantially completed, the Lot will be graded so that surface water will flow to streets, alleys, drainage easements, or other Common Properties, and in conformity with the general drainage plans for the subdivision. No dams shall be constructed nor any other alteration or change be made in the course or flow of any waterway or drainage course crossing or abutting any Lot without the prior written consent of the Architectural Control Committee. All drainage and grading, including existing and proposed grades must be indicated on the site plan and should be designed to contain drainage within lot boundaries or designated drainage easements. The proper drainage of the lot is the responsibility of the respective Lot Owner's builder ("Builder"),

9.11 **Erosion Control.** During the construction of improvements on the Lots and prior to the landscaping of such Lots, Lot Owner will take responsibility to prevent excessive erosion of Lots, causing silt to be deposited in streets and in the storm drains. Builder shall maintain silt fences until landscaping has been complete. More specifically, Owner/Builder shall install a construction entrance no less than 12 feet in width and no less than 20 feet deep. The entrance shall be of rock no less than 2" in diameter. All silt fence cuts or construction entrances are to be turned back 90° and at least 5' into the lot and restaked. Owner/Builder shall keep the street clean and free of mud and debris during construction.

9.12 **Utilities.** Each residence situated on a Lot shall have a water and septic system and connections to a city water supply and sewer will not be available on any Lots. The installation and use of any propane, butane, LP Gas or other gas taken, bottle or cylinder of any type (except portable gas grills), shall require the prior written approval of the Architectural Control Committee.

9.13 **Construction Requirements.**

- (a) A portable toilet will be required during building construction.
- (b) The exterior surface of all residential dwellings shall be constructed of glass, brick, brick veneer, stone, stone veneer, stucco, or other materials approved by the Architectural Control Committee. It is specifically required that the exterior wall area of each residence located on the Properties shall not have less than eighty percent (80%) brick, brick veneer, or stucco construction. All chimney or fireplace enclosures shall be one hundred percent (100%) brick, brick veneer, stone, or stone veneer pots as approved by the prior written approval of the Architectural Control Committee. The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence. No previously used materials shall be permitted on the exterior of the residential structures located within the Properties, without the prior written approval of the Architectural Control Committee.
- (c) The buildings constructed on the Lots must at a minimum have a composition shingle roof with a certified minimum life of thirty-five (35) years. All roofing materials require the prior written approval of the Architectural Control Committee. 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. The roof pitch of any structure shall be 10:12 minimum. Any deviation of roof pitch must be approved in writing by the Architectural control Committee. Exterior paint and stain colors shall be subject to the prior written approval of the Architectural Control Committee.
- (d) Construction of a new single family dwelling on any Lot shall include the placement of concrete sidewalk across the frontage of such Lot to the Standards required by the ACC. All other sidewalks on the Lots which may be viewed from the private streets shall be decorative in nature and, like driveways, such sidewalks (and their design, materials, and location) shall be subject to prior written approval of the Architectural Control Committee.
- (e) Each residential structure shall have installed on the outside wall thereof a service riser conduit, the location and length of such conduit to be subject to the written approval of the Architectural control Committee; provided however, no such conduit shall be visible from the private streets, Common Properties or adjoining Lots.
- (f) No above ground level swimming pools shall be installed on any Lot.
- (g) All exterior construction of the primary residential structure, garage, porches, and any other

A CERTIFIED COPY
Attest: 07-18-2005
JEANNE BRUNSON, COUNTY CLERK
Parker County, Texas
Deputy: CANDY CAIN-BENTON

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 plumbing fixtures installed and operational, all cabinet work, all interior walls, ceilings, and doors shall be completed and covered by wood, carpet, tile or other similar floor covering) shall be paneling or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed no later than one (1) year following the commencement of construction. For the purpose hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.

(h) Retaining walls must be constructed entirely out of materials approved in a prior writing from the Architectural Control Committee. Railroad or wooden ties are not acceptable for retaining walls.

(i) All mailboxes shall be either supplied by the Builder or Owner at Builder's or Owner's expense and shall be subject to prior written approval of the Architectural Control Committee.

(j) All gutter down spouts visible from the street shall drain into burred conduit and are subject to prior written approval of the Architectural Control Committee.

(k) Omitted intentionally.

(l) Exterior shutters (if installed) shall have sufficient decorative hardware to be functional and shall be proportional to the respective window size.

(m) Plumbing vents and flashing should be painted to be compatible with the roofing materials. The Lot Owner should use his best efforts to place vent stacks in areas not visible from the residential streets.

(n) Windows visible from residential streets shall not be aluminum but must be made of a material that is subject to the prior written approval of the Architectural Control Committee.

9.14 **Building Permits.** The Building Inspector of the City or such other municipal authority is hereby authorized and empowered to revoke, as the case may be, any and all permits for construction of improvements of any kind or character to be erected on any Lot, if such improvements do not conform to and comply with these Covenants and Restrictions.

9.15 **Garages and Servants Quarters.** Each residential dwelling erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles. All garage doors shall be closed at all times when not in use. Detached garages, carports, servants 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.

9.16 **Landscaping and Sprinkler System.** Within ninety (90) days of house completion, yards of all houses shall be sodded or hydromulched by the Owner and/or Builder with grass or another ground cover or plantings as approved by the Architectural Control Committee and maintained in a clean and attractive manner free of dust and weeds. All areas visible from the street fronting a house shall be attractively landscaped as approved by the Architectural Control Committee and equipped with a properly working water irrigation system. Plans for the water irrigation system are subject to prior written approval of the Architectural Control Committee. A minimum of two (2) trees having a three inch (3") caliper will be required in front of all lots if there are not already two trees of such a size in the front. The types of trees, their number and location, as well as the number, size and types of shrubs and other such landscaping and plantings are subject to prior written approval of the Architectural Control Committee.

9.17 **Fences.** No fence, wall, or hedge shall be erected, placed, or altered on any Lot without the prior written approval of the Architectural Control Committee and the design of and materials used in the construction of fences shall be subject to the prior written approval of the Architectural Control Committee. No fence, wall, or hedge shall be erected, placed, or altered on any Lot nearer to any street than the minimum building setback line indicated on the Plat, unless otherwise permitted by the Architectural Control Committee. No wood, wire, or woven fence shall be permitted on any part of a Lot. All service and sanitation facilities, clothes lines, wood piles, tool sheds, and air conditioning equipment must be enclosed within fences, walls and/or landscaping so as not to be visible from the

RECORDED
INDEXED
AUG 20 2012
JEANE BRUNSON-GUNTY, CLERK
Brewer County, Texas
Candy Campbell
Deputy

adjoining Lots and residential streets. Upon submission of written request, the Architectural Control Committee may, from time to time, at its sole discretion, permit Owners to construct fences or walls which are in variance with the provisions of this paragraph where, in the opinion of the Architectural Control Committee, the fence or wall is an integral part of the home. Fencing shall be constructed in accordance with the following restrictions base on the location of such fencing.

(a) **Front Yard Fencing.** Fencing will be allowed to extend from the perimeter of a dwelling to the side or rear property lines, provided however such fence shall be set back at least ten feet (10') from the primary perimeter dwelling wall facing the street. Any fence facing or parallel to a residential street shall be constructed of wrought iron material and/or masonry material. The specific wrought iron material and/or masonry material are subject to prior written approval of the Architectural Control Committee. The height of such fencing shall not exceed eight feet (8') in height.

(b) **Side and Rear Yard Fencing.** Fencing at the rear and between Lots shall be of iron material.

(c) **Special fencing.** Notwithstanding any provision to the contrary, the location and materials for all fencing are subject to prior written approval from the Architectural Control committee. All fencing shall be at least five (5) feet tall but no taller than eight (8) feet.

9.18 Trash Receptacles and Collection. The Association shall make or cause to be made appropriate arrangements for collection and removal of garbage and trash on a regular basis. The Association shall assess the costs thereof to each owner. Each and every Owner shall observe and comply with any and all regulations or requirements promulgated by the applicable authority and/or the Association, 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 approved by the ACC, and which shall 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 a Lot. No garbage, trash, debris, or other waste matter of any kind shall be burned on a lot. Care should be taken when loading trucks and hauling trash to prevent spillage while in transit. A trash container enclosure will be required on each construction site. At the end of each work day, materials must be stored neatly, and all trash placed in the trash enclosure.

9.19 Exterior Lighting. No exterior light, including landscape lighting shall be installed or maintained on any Lot without the 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.

9.20 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.

9.21 Antenna Restrictions. No radio or television serial 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 serial wires or antennas must be built within the main structure and must not be visible from outside of such structure. No radio signals, television signals or other form of electromagnetic radiation shall originate from any lot which unreasonably interfere with the reception of television or radio signals on any other lot. The location of all satellite dishes shall be subject to the prior written approval of the Architectural Control Committee. No satellite dish shall be larger than 18 inches in diameter or visible from streets, Common Properties or adjoining Lots.

9.22 Temporary Structures and Vehicles. No temporary structure of any kind shall be erected or placed upon any Lot. No house, home trailer, mobile home, camper, boat trailer, modular or prefabricated home, tent, shed, barn or any other structure or building, other than the residence to be built thereon, shall be stored on any Lot, either temporarily or permanently, and no residence, house, garage or other structure appurtenant thereto shall be removed upon any Lot from another location, provided, however, that Declarant reserves the exclusive right to erect, maintain, and permit buildings upon the Property as in its sole discretion may be necessary or convenient during

18
CANDY CAMPBELL
Deputy
JEFFERSON COUNTY
Parker County, Texas

period of and in connection with the sale of Lots, construction and selling of residences and constructing other improvements on the Properties. Such faculties may include, but not necessarily be limited to, a temporary office building, storage area, signs, portable toilet facilities, and sales office. Declarant shall also have the temporary right to use a residence situated on a Lot as a temporary office during the period of and in connection with the construction and sales operations on the Properties, but In no event shall Declarant have such right for a period in excess of one (1) year after the date of substantial completion of its last residence on the Properties. Any truck, bus, boat, boat trailer, trailer, mobile home, camp mobile, camper, motorcycle, or any motorized vehicle other than a conventional automobile shall be stored, placed, or parked within the garage of the appropriate owner or so as to be completely hidden from view. Trucks with tonnage in excess of one ton shall not be permitted to park overnight on the streets, driveways, or otherwise within the property. No vehicle of any size which transports inflammatory or explosive cargo may be parked or stored within the property at any time. All parking of any vehicle shall be subject to such reasonable rules and regulations as shall be adopted by the Board of Directors. Parking in driveways is permitted if the vehicle is not visible from the street or any Common Property.

9.23 **Signs.** No signs or flags shall be displayed to the public view on any Lot 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; (ii) the patriotic display of flags not exceeding 4' x 6' in size shall be permitted on customary holidays; and (10) signs of customary dimensions (2' x 3' maximum) advertising said property for sale. Notwithstanding anything herein contained to the contrary, any and all signs, if allocated, shall comply with all sign standards of the applicable governmental entity, as such standards may be applicable to the Properties.

9.24 **Utility Services.** All services to the home including pre-wiring cable TV must be installed underground. Surface mounted mechanical must be screened from view and grouped together away from street/public view. All streets, alleys, and easements shown on the recorded plat of the Property have been reserved for the purposes indicated. No Owner may erect any structure of any type whatsoever in these easement areas, nor may any Owner use the surface of an easement area for any private use; With respect to these easement areas, as well as any other areas described within recorded easement documents, or in the Common Properties, any and all bona fide public utility service companies (including, but not limited to TXU) shall have the right of access, ingress, egress, regress and use of the surface estate and necessary underground area for the installation and maintenance of utility facilities.

Except as to any special street lighting or other area facilities that may be required by law or by the franchise of any utility company, no area utility facilities of any type (except meters, risers, service pedestals and other service installations necessary to maintain and operate appropriate underground facilities) shall be erected or installed within the Property, whether upon Lots, easements, streets, or right-of-way of any type, either by the utility company or any other person or entity, (including but not limited to any person owning or acquiring any part of the Property) and all utility service facilities (including, but not limited to water, sewer, gas, electricity and telephone) shall be buried underground, under recreational easements, common properties, streets, or utility easement areas for the purpose of serving any structure located on any part of the Property.

9.25 **Drilling and Mining Operations.** No portion of the property covered by this declaration may be used for any purpose incident to exploring for, developing, drilling for, producing, transporting, mining, treating, or storing the oil, gas and other minerals in, on, and under the subject property. Nothing herein contained shall ever be construed to prevent the holder of the oil, gas and other minerals rights in and under the property from developing or producing the oil, gas and other minerals in and under the subject property by pooling or by directional drilling under the subject property from well sites located on tracts outside the subject property.

9.26 **Offensive Activities.** No noxious or offensive activity shall be carried on or upon the Properties or any part thereof, nor shall anything be done or maintained thereon which may disturb the neighborhood or occupants or adjoining property, or detract from its value as an attractive residential community. The Board of Directors shall have the exclusive authority to determine, in its sole discretion, which may constitute a nuisance or offensive activity. Without limitation, no exterior speakers, horns, bells or other sound devices, excluding security devices, shall be used or placed on the Property. Pets shall not be permitted to run at large, but shall be kept under control by Owners, or guest of the Owners, by leash, cord, or chain. Habitually barking, howling, or yelping pets shall be deemed a nuisance. The Board of Directors shall have the exclusive authority to determine, in its sole and absolute discretion, if a particular animal, bird, or pet is creating a nuisance.

A CERTIFIED COPY
Attest: *[Signature]*
JEANE BRUNSON, COUNTY CLERK
Parker County, Texas
Deputy: *[Signature]*
CANDY GAIN-BENTON

9.27 Duty of Maintenance

(a) 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 incident 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;
- (iii) Tree and shrub pruning;
- (iv) Watering landscaped areas;
- (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 any government health and police requirements:
- (ix) Repair of exterior damages to Improvements;
- (x) Cleaning of landscaped areas lying between street curbs and Lot lines, unless such streets or landscaped areas are expressly designated to be Common Properties or Easement Property maintained by applicable governmental authorities or the Association; and
- (xi) Repainting of improvements.

(b) If, in the opinion of the Association, any such Owner or occupant has failed in any of the forgoing duties or responsibilities, then the Association may give such person written notice of such failure and such person must within ten (10) days after receiving such notice, perform the repairs and maintenance or make arrangements with the Association for making the repairs and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association, through its authorized agent or agents, shall have the right and power to enter onto the premises and perform such repair and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person.

(c) Notwithstanding the provisions of Section 9.27(b) above, if, at anytime, an Owner shall fail to control weeds, grass and/or other unsightly growth, the Association shall have the authority and right to go onto the Lot of such Owner for the purpose of mowing and cleaning said Lot and shall have the authority and right to assess and collect from the Owner of said Lot a sum up to two (2) times the actual cost to the Association for mowing or cleaning said Lot on each respective occasion of such mowing or cleaning. If, at any time, weeds or other unsightly growth on the Lot exceed six inches (6") in height, the Association shall have the right and authority to mow and clean the Lot, as aforesaid.

(d) The Owners and occupants (Including lessees) of any Lot on which work is performed pursuant to Sections 8.27(b) and (c) above shall, jointly and severally, be liable for the cost of such work (such costs constituting a special Individual assessment as specified in Section 5.05(b) hereof) and shall promptly reimburse the Association for such cost. If such Owner or occupant shall fail to reimburse the Association within thirty (30) days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of an individual person, jointly and severally, and shall constitute a lien against that portion of the Properties on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in this Declaration, and the Association shall have the identical powers and rights in all respects, including but not

FILED 07-18-08
 11:00 AM
 JEANE BRUNSON, COUNTY CLERK
 Parker County, Texas
 Deputy
 CANDY CAIN-BENTON

limited to the right of foreclosure.

9.28 **Maintenance of Common Properties and Easement Property.** The Common Properties and Easement Property (Including landscaping comprising portions of the Common Properties and Easement Property) are described, In part, in Article I (g) and (n). All landscaping and improvements placed or erected on the Properties by Declarant shall be owned and maintained by the Association.

9.29 **Animals.** No birds, animals, livestock, or poultry of any kind shall be raised, bred or kept on any part of the Properties, except that not more than two (2) dogs, cats, or other household pets In the aggregate may be kept on any Lot, and then only if they are kept, bred or raised solely as domestic pets and not for commercial purposes. Such pets must be kept within the rear, private fenced yard of the Owner. No horses or barnyard animals shall be kept on the Property. Pets shall not be permitted to run at large, but shall be kept under the control of Owner, or guests of the Owners, by leash, cord, or chain.

**ARTICLE X
ARCHITECTURAL CONTROL COMMITTEE**

10.01 **Architectural Control Committee.** Until at least ninety percent (90%) of the Lots have completed residences constructed thereon and shall be occupied by the Owners thereof, the Architectural Control Committee, hereinafter called the "Committee," shall be composed of three (3) or more Individuals selected and appointed by the Declarant. At such time as at least ninety percent (90%) of the Lots have completed residences constructed thereon shall be occupied by the Owners thereof, the Committee shall be composed of such individuals selected by a vote of the Members taken in accordance with Section 3.03 hereof. 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 after such time as Members are selected by a vote of the Members, the remaining Members shall have full authority to designate and appoint a successor until a vote for a replacement can be scheduled by the Board.

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 of action or damages (except where occasioned by gross negligence or arbitrary and capricious conduct) arising out of services performed, actions taken or inactions 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 Board of Directors, 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 property reflecting same in the Office of the County Clerk of Parker County, Texas.

10.02 **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 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 form in bulletins promulgated by the Committee.

The Committee is authorized to request the submission of samples of proposed construction materials or colors on proposed exterior surfaces.

Final plans and specifications 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 Committee shall send written confirmation of approval to the Owner, if found not

CERTIFIED COPY
 DATE: 07-18-2005
 EILENE BRUNSON, COUNTY CLERK
 Parker County, Texas
 Deputy: CANDY CAIN-BENTON

to be in compliance with these covenants and Restrictions, one set of such plans and specifications 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; provided, however, that nothing in this paragraph shall affect in any way the method for seeking or granting variances, as described in Section 10.03 hereof, nor shall any failure of the Committee to act on a variance request within any particular period of time constitute the granting or approval of any such variance request.

The Committee is authorized and empowered to consider and review any and ad 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 Owners) 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 on residential dwelling which would overlook the enclosed patio area of an adjacent residential 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 standard 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.

10.03 Variances. Upon submission of a written request for same, the Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install improvements which are in variance from the architectural standards, the Covenants and Restrictions, or the previously published architectural bulletins which are provided in this Declaration or which may be promulgated in the future. In any case, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community; provided, however, in no event shall any such variance reduce required floor area by more than ten percent (10%). No member of the Committee shall be liable to any Owner or other person claiming by, through, or on behalf of any Owner, for any claims, causes of action, or damages arising out of the granting or denial of, or other action or failure to act upon, any variance requested by an Owner or any person acting for or on behalf of any Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce the Covenants and Restrictions, architectural standards or published architectural bulletins provided hereunder against any other Owner. Each such written request must identify and set forth in detail the specific restriction or standard from which a variance is sought and describe in complete detail the exact nature of the variance sought. Any grant of a variance by the Committee must be in writing and must identify in narrative detail both the standards from which a variance is being sought and the specific variances being granted.

10.04 Nonconforming and Unapproved Improvements. The Association 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 Association 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.

10.05 No Liability. Neither Declarant, the Association, the Committee, the Board, 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 the Association, the Committee, the Board, or the officers, directors, members, employees or agents of any of them, to recover any such damages and hereby releases and quit claims all

Attest: *[Signature]*
JEANE BRUNSON, COUNTY CLERK
Parker County, Texas
Deputy: *[Signature]*
CANDY GRAY-BENTON

claims, demands and causes of action arising out of or in connection with any Judgment, negligence or non-feasance 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, the Declarant nor the Association assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications.

**ARTICLE XI
EASEMENTS**

11.01 Ingress and Egress by the Association. The Association shall, at all times, have full rights of Ingress and Egress over and upon each Lot for the maintenance and repair of each Lot, Easement Property and the Common Properties in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Lot shall be made with as little inconvenience to the Owner as practical, and any damage caused by the Association's entry, other than damages caused by the Owner, shall be repaired by the Association at the expense of the Association.

11.02 General. The rights and duties of the Owners with respect to sanitary sewer, water, electricity, natural gas, telephone and cable television lines and drainage facilities shall be governed by the following:

(a) Wherever (i) sanitary sewer or water service connections, (ii) natural 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, lines 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) sanitary sewer or water service connections, (ii) natural 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

11.03 Reservation of Easements. Easements over the Lots and Common 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 Association, together with the right to grant and transfer same.

11.04 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, sanitary sewer, water, natural gas and telephone service shall be available to all Lots in the subdivision. Easements for the underground service may be crossed by driveways, walkways, patios, walls and fences, provided the Declarant or Builder makes prior arrangements with the utility companies furnishing electric, storm sewer, sanitary sewer, water, natural gas and telephone service and provides and installs any necessary conduit of approved type and size under such driveways, walkways, patios 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 walkways, patios, or fences (provided 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 in alleyways.

11.05 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 Common Properties, including but not limited to private streets, in the performance of their duties, and further, an easement is hereby granted to the Association, its officers, directors, agents, employees and management personnel to enter the Common Properties to render any service.

A CERTIFIED COPY
Attest: *[Signature]*
JEANE BRUNSON, COUNTY CLERK
Parker County, Texas
Deputy
[Signature]
CANDY CAIN-BENTON

11.06 **Universal Easement.** The Owner of each Lot (including Declarant so long as Declarant is the Owner of any Lot) is hereby granted an easement not to exceed one (1) foot in width over all adjoining Lots and Common 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 extent 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.

**ARTICLE XII
GENERAL PROVISIONS**

12.01 **Duration.** The Covenants and Restrictions of this Declaration shall run with and bind the tend subject to this Declaration, and shall inure to the benefit of and be enforceable by tine Association 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 those Covenants and Restrictions shall be automatically extended for successive periods often (10) years unless an instrument signed by the Members entitled to cast seventy five percent (75%) of the votes of the Association, in the aggregate, regardless of class, 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.

12.02 **Amendments.** Notwithstanding the terms and provisions of Section 2.02 hereof, this Declaration may be amended, modified, and/or changed as follows:

(a) During the time Declarant is a Class B Member as provided in Section 3.02 above, the Declarant may amend or change this Declaration without the consent of the Members;

(b) In all other situations, this Declaration may be amended or changed upon the express written consent of at least seventy percent (70%) of a quorum of the outstanding votes of all Members of the Association, regardless of class and the Declarant then owns any Lots within the subdivision).

Any and all amendments to this Declaration shall be recorded in the Office of the County Clerk of Parker County, Texas. Notwithstanding the prior provisions of this Section 12.02, 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.

12.03 **Enforcement.** Enforcement of these Covenants and Restrictions shall be by any proceeding law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to violate them, or to recover damages, or to enforce any lien created by these Covenants and Restrictions; and failure by the Association 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.

12.04 **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,

12.05 **Notices to Member/Owner.** Any notice required to be given to any Member or 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 who appears as a Member or Owner on the records of the Association at the time of such mailing.

12.06 **Notices to Mortgagees.** If a holder of a mortgage on a Lot shall notify the Association of its address and the identity of the Lot and Owner covered by and granting such mortgage, then such holders) shall be entitled to receive written notification from the Association of any default by the respective Owner in the performance of such Owner's obligations as established by this Declaration.


RECEIVED COPY
02-18-2013
HEANE BRUNSON COUNTY CLERK
Parker County, Texas
CANDY GAIN-BENTON

12.07 **Disputes.** Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or by Bylaws of the Association shall be determined by the Board of Directors, whose determination shall be final and binding upon all Owners.

12.08 **Termination of and Responsibility of Declarant** If Declarant shall convey all of its right, title and interest in and to the Properties and assign all 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, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant

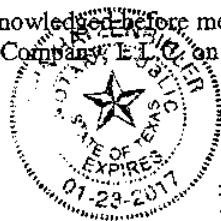
IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed as of the 18th day of July 2013.

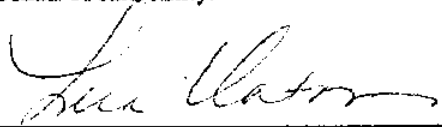
SILVEROAK LAND DEVELOPMENT COMPANY, L.L.C.,
a Texas Limited Liability Company

By: 
James T. Dreiling, its Manager

ACKNOWLEDGMENT

The instrument was acknowledged before me on the 18th day of July 2013, by James T. Dreiling, Manager of SilverOak Land Development Company, L.L.C. on behalf of said entity.





Notary Public, State of Texas 1/23/17

Return To:
Silver Oak Land Development Co, LLC.
6308 Westcoat Dr.
Colleyville, TX 76034

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



201316339
07/18/2013 01:58 PM
Fee: 112.00
Jeane Brunson, County Clerk
Parker County, Texas
RESTRICT

