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**AMENDED & RESTATED MASTER DECLARATION  
OF THE  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
ASCOT HEATH, A RESIDENTIAL SUBDIVISION IN THE  
TOWN OF FAIRVIEW, COLLIN COUNTY, TEXAS**

THE STATE OF TEXAS    §  
  §  
COUNTY OF COLLIN    §

KNOW ALL MEN BY THESE PRESENTS THAT:

THIS AMENDED AND RESTATED MASTER DECLARATION OF THE COVENANTS, CONDITIONS AND RESTRICTIONS of Ascot Heath, a residential addition in the Town of Fairview, Collin County, Texas (hereinafter, the "Master Declaration") is made effective as of the   1<sup>st</sup>   day of   January  , 2010.

WITNESSETH:

WHEREAS, certain Deed Restrictions (hereinafter, the "Deed Restrictions") affecting the Ascot Heath residential addition to the Town of Fairview, Collin County, Texas were filed and recorded on March 20, 1985 in Book 2088, Page 745 of the Real Property Records of Collin County, Texas; and

WHEREAS, the Deed Restrictions, in Paragraph 2 thereof, permitted the Ascot Heath property owners, by majority vote, to modify, change or rescind the restrictive covenants contained within said Deed Restrictions, and

WHEREAS, at a valid special meeting of the Ascot Heath property owners duly held on December 12, 2009, a majority of the eligible voters voted to amend and modify the restrictive covenants in their entirety, as is more fully set forth herein.

NOW, THEREFORE, all of the land contained within the Ascot Heath residential addition (hereinafter, the "Subdivision"), shall be hereinafter held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, all of which shall run with the land and be binding on all parties having any right, title or interest in the Subdivision or any part thereof, and on their heirs, successors and assigns, and shall hereafter be subject to the jurisdiction and assessments of the Ascot Heath

Homeowners Association, as is more fully set forth herein. Notwithstanding the foregoing, (1) all violations existing as of the effective date hereof, or (2) existing conditions as of the date hereof which, while permitted under the Deed Restrictions, would violate this Master Declaration, shall be exempt from this Master Declaration until such time that the particular violation or condition is changed in any manner, save and except normal maintenance and repair, at which time the punitive provisions set forth in this Master Declaration shall apply. Nothing herein, however, shall prevent the Board of Directors of the Association from enforcing existing violations in accordance with the provisions set forth in the original Deed Restrictions.

## ARTICLE I

### PURPOSE

The Subdivision is now encumbered by this Master Declaration of Covenants, Conditions and Restrictions for the following reasons: to ensure the best and highest use and most appropriate development of the property; to maintain, preserve and architecturally control the residential lots and common areas; to promote the health, safety, and welfare of the residents within the Subdivision; and, in general, to provide for continued development of the highest quality neighborhood which enhances the value of the investment made by Owners (as defined herein) of Lots.

### DEFINITIONS

Section 1. Definition. Unless the context otherwise specifies or requires, the following words, when used in this Master Declaration or any supplemental declaration (as defined herein), shall have the following meanings:

(a) "Architectural Control Committee" shall mean a standing committee consisting of the Board of Directors (or a committee established by the Board of Directors for that purpose), who, in their sole discretion, will deliberate, address and decide upon residential and community development design matters, taking into consideration the Association's concern for a consistent, first class approach to, and construction and maintenance of, improvements within the Subdivision.

(b) "Articles" or "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of Ascot Heath Homeowners Association, Inc., a Texas non-profit corporation, which were filed with the Office of the Secretary of State of the State of Texas on July 27, 1994. Such Articles of Incorporation may from time to time be amended.

(c) "Assessment" shall mean and refer to any assessment levied pursuant to this Master Declaration, including General Assessments, Special Assessments for Capital Improvements, or Emergency Expenditures.

(d) "Association" shall mean and refer to the Ascot Heath Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns, which has the power, duty and responsibility of conducting the Association's business, maintaining and administering the Common Areas, and administering and enforcing the restrictive covenants contained in this Master Declaration or any supplement or amendment thereto. The Association is a "property owners association" as that term is defined in Texas Property Code §202.001(2).

(e) "Board of Directors" or "Board" shall mean and refer to the Board of Directors of Ascot Heath Homeowners Association, Inc.

(f) "Bylaws" shall mean and refer to the Bylaws of the Ascot Heath Homeowners Association, Inc., which may, from time to time, be amended.

(g) "Carport" shall mean and refer to an open or not fully enclosed structure primarily intended for the storage or parking of Vehicles (as defined herein). For purposes of this Master Declaration, a porte-cochere is not a carport or a garage.

(h) "Common Area" or "Common Areas" shall mean and refer to the area or areas not comprised of residential Lots as shown on the Subdivision Plat and all real property leased, owned, or maintained by the Association for the common use and benefit of the Members of the Association. The Common Areas shall include, but not be limited to, the Ascot Heath entry, the 30-foot wide common area walkway between Rowley Mile Drive and Kempton Park Lane, the island on the Kempton Park Lane cul-de-sac, and any other area lying within an indicated public easement or right-of-way as deemed appropriate by the Board of Directors for the preservation, protection and enhancement of the property values and the common use and enjoyment of the Owners.

(i) "Garage" shall mean and refer to an enclosed structure attached to a single-family residence which is primarily used for the storage and parking of motor vehicles.

(j) "Living Space" shall mean and refer to the interior space within a single-family residence, the measurement of which does not include the Garage.

(k) "Living Unit" shall mean and refer to a single-family residence and its Garage situated on a Lot.

(l) "Lot" shall mean and refer to any of the designated plots of land as shown on the Subdivision Plat recorded in Collin County, Texas.

(m) "Member" shall mean and refer to Owners within the Subdivision, as provided herein.

(n) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot, within the Property, but excluding those having any interest merely as security for the performance of an obligation.

(o) "Property" shall mean and refer to the Subdivision (including improvements thereon and additions thereto), all of which is subject to this Master Declaration, as may be supplemented or amended.

(p) "Resident" shall mean and refer to each Owner who resides within the Property, a bona fide lessee who has an enforceable lease agreement with an Owner and who resides on the Property, and/or any other individual who is otherwise lawfully domiciled in a Living Unit.

(q) "Single Family" shall mean and refer to a group of individuals related by blood, adoption or marriage or a number of unrelated roommates equal to the number of bedrooms in a Living Unit.

(r) "Subdivision Plat" shall mean and refer to the map or plat of the Subdivision which has been filed of record in Book E, Page 136, of the Real Property Records of Collin County, Texas, and any amendment properly filed thereafter.

## ARTICLE II

### PROPERTY SUBJECT TO MASTER DECLARATION

Section 1. Property Subject to this Master Declaration. The Property, and any right, title, or interest therein, shall be owned, held, leased, sold, and/or conveyed by an Owner and any subsequent owner of all or any part thereof, and shall be subject to this Master Declaration and the covenants, restrictions, charges and liens set forth herein.

Section 2. Additions to Property Subject to this Master Declaration. Additional adjacent property may become subject to this Master Declaration in the following manner:

(a) If any person, firm or corporation is the owner of any adjacent property which such person, firm or corporation desires to be a part of or add to the scheme of this Master Declaration, it may do so by filing of record a supplemental declaration, PROVIDED, HOWEVER, the Association, acting through its Board of Directors, must give prior written consent thereto.

(b) Such supplemental declaration may contain additions, deletions, and modifications from those contained in this Master Declaration as may be necessary to reflect the different character, if any, of the added property. In no event, however, shall such supplemental declaration revoke or modify the covenants, conditions and restrictions established by this Master Declaration or any previously filed supplemental declaration, as applied to the Subdivision or previously added property.

(c) Upon such addition, owners of lots within such added property shall be entitled to the same benefits and privileges that Owners have or may have as set forth in this Master Declaration and any rules and regulations associated therewith.

(d) For purposes of this Master Declaration, "adjacent property" shall mean any property that has a boundary line which is within a quarter (1/4) mile of any part of the Property's boundary line.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS OF THE ASSOCIATION

Section 1. Membership. Membership in the Association shall be open to all Owners in the Subdivision. Membership shall not be denied on basis of race, creed, religion, or political conviction. When more than one person holds an interest in any Lot, all such persons shall be Members, however the vote of 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 one Lot. When multiple Owners cannot agree on how to exercise their vote, they shall forfeit their vote as to the issue upon which they are unable to agree, and their vote shall be deemed to be removed from the pool of votes. Vote forfeiture under this provision shall not affect quorum requirements as mandated in the Bylaws.

Section 2. Membership Rights. Every Member "in good standing" in the Association shall have all rights and privileges of membership, including the right to attend any business or social function of the Association, the right to vote on matters presented to the membership, the right to serve as an officer or committee member, the right to call meetings as provided in this Master Declaration, and the right to initiate resolutions, plans, policies, and projects which, when passed by the requisite number of Members as provided in the Bylaws or this Master Declaration at any meeting duly called for such purpose, shall be binding upon the Association. For purposes of this Master Declaration, a Member is in good standing in the Association at any such time:

(a) the Member has adhered to all of the terms set forth in this Master Declaration; and

(b) the Member's financial obligations to the Association have been paid in full by established deadlines.

## ARTICLE IV

### ASSESSMENTS

Section 1. Covenants for Assessments. Each Owner in the Subdivision (either existing on the date hereof, or by acceptance of a deed thereto) hereby covenants, whether or not it shall be so expressed in any such deed or other conveyance, and otherwise agrees to pay to the Association: (1) annual assessments or charges (as specified in Section 3 hereof), and (2) special assessments for a shortfall in operating expenses, and/or for capital improvements (as specified in Section 4 hereof), all of such assessments of which shall be fixed, established, and collected from time to time as hereinafter provided. No owner may waive or otherwise escape his or her liability for assessments by nonuse of the common areas, if any, or by abandoning his or her Lot.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the comfort, health, safety, recreation, and welfare of the Members, and for carrying out the purposes of the Association as stated in its Articles of Incorporation.

Section 3. Annual Assessment. Each Owner in the Subdivision (either existing on the date hereof, or by acceptance of a deed thereto) shall pay an annual assessment ("Annual Assessment") equal to an amount set forth by the Board at its end-of-year meeting. If an amount is not established at such meeting, the annual assessment shall equal the previous year's assessment until such meeting is held. Any such assessment, upon Board approval, may be paid in quarterly installments. Any payment received by the Association which was intended as an Annual Assessment and which was less than the amount due, shall, at the option of the Board, be returned to the party who paid the same, and the account for the applicable Lot Owner shall be marked "unpaid" until such time as the entire amount due is paid in full in one, single payment. Furthermore, any portion of an Annual Assessment which has not been received by the Association on or before the due date shall incur a fifteen dollar (\$15.00) late fee **FOR EACH** calendar month the installment, plus any outstanding late fees, are not paid in full. No notice will be required to impose any such late fee or fees. Finally, any increase in the Annual Assessment for any given calendar year shall not exceed ten percent (10%) of the Annual Assessment from the previous calendar year, unless a two-thirds (2/3) majority vote of the Members entitled to vote at a meeting duly called for such purpose is obtained, notice of which shall be given to all Members at least thirty (30) days in advance setting forth the purpose of such meeting.

Section 4. Special Assessments. In addition to the Annual Assessment authorized by Section 3 hereof, the Association may, by a two-thirds (2/3) majority vote of its Members entitled to vote at a meeting duly called for such purpose, levy in any assessment year or years, a special assessment ("Special Assessment") for the purpose of defraying, in whole or in part, the cost of

any shortfall in operating expenses or for construction or reconstruction, unexpected repair or replacement of a described improvement including the necessary fixtures and personal property related thereto, or for carrying out other purposes of the Association as stated in its Articles of Incorporation.

Section 5. Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall, together with (1) interest at a rate of eighteen percent (18%) per annum, and (2) the costs of collection, including attorneys' fees and costs, as hereinafter provided, thereupon become a continuing lien and charge on the property covered by such assessment, which shall bind such property in the hands of the Owner, and his or her heirs, devisees, personal representatives, and assigns. The aforesaid lien shall be superior to all other liens and charges against the said property, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of record. The Board shall have the power to subordinate the aforesaid assessment lien to any other lien, and shall have the authority to take into consideration unique hardships that may exist when considering to what extent a violation should be enforced, if at all. Such power shall be entirely discretionary with the Board. Although not required, to evidence the aforesaid assessment lien, the Board may prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the owner of the property covered by such lien and a description of the property. Such notice shall be signed by one of the officers of the Board and shall be recorded in the office of the County Clerk of Collin County, Texas. Such lien shall attach with the priority above from the date that such payment becomes delinquent and may be enforced by the judicial foreclosure of the defaulting owner's property by the Board in like manner as a mortgage on real property subsequent to the recording of a notice of assessment lien as provided above, or the Board may institute suit against the owner personally obligated to pay the assessment and/or for foreclosure of the aforesaid lien judicially. Notwithstanding the foregoing, no such foreclosure proceeding or lawsuit shall commence until (1) a sum of money equal to two (2) years of assessments from the applicable assessment period from a delinquent Owner has accrued, and (2) the delinquent Owner has either failed to exercise their appeal rights (as defined herein) to the entire Association, or lost such appeal. In any foreclosure proceeding, the Owner shall be required to pay the costs, expenses, and reasonable attorneys' fees incurred. The Board shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any mortgagee holding a prior lien on any part of the Property, the Board shall report to said mortgagee any unpaid assessments remaining unpaid for longer than thirty (30) days after the same are due.

## ARTICLE V

### PROTECTIVE COVENANTS

Section 1. Single Family Residential Purpose. All Lots in the Subdivision shall be used for the construction of one single-family residence only – no townhomes, duplexes, apartments or other forms of multiple-family units of occupancy are permitted. No building or structure

intended for or adapted to business, commercial use, or hobby shall be constructed or maintained on any Lot if said business, use or hobby attracts excessive vehicular or pedestrian traffic to the Lot and/or the Subdivision.

Section 2. Garages. Every Living Space shall have and maintain a Garage large enough to accommodate, under roof, a minimum of two (2) full-sized automobiles. Any such Garage must also (1) be of the same or substantially similar architectural design style as the Living Space, (2) use the same or substantially similar materials as those used for the Living Space, and (3) otherwise meet the requirements of the Town of Fairview, Texas. No Garage shall be permanently enclosed for conversion to any other use, without providing a substitute garage meeting the same requirements set forth in this Section 2. Carports are not permitted. No garage door shall face the front of any street or side street. The placement of garages on corner lots shall be subject to the prior approval of the Architectural Control Committee.

Section 3. Vehicles. No trailer, motor home, tent, boat, marine craft, or recreational vehicle, (hereinafter, "Vehicles") shall be kept, parked, stored, or maintained on any portion of the Lot, except for the Garage or that portion of the Lot which is behind the front building line. No Vehicles, including automobiles, trucks and motorcycles, shall be kept, parked, stored or maintained on any public street. The parking or storage of any wrecked, junked, inoperative, or unlicensed Vehicles, including automobiles, trucks and motorcycles, on a Lot is strictly prohibited without the prior written approval of the Architectural Control Committee.

Section 4. Pets. No animals, livestock, poultry, exotic or dangerous pets of any type shall be raised, bred or kept on any Lot, except for dogs, cats, or other generally-recognized household pets which can be otherwise kept in accordance with applicable law.

Section 5. Garbage and Refuse Disposal. The collection and disposal of garbage and refuse shall be in strict compliance with local law. No garbage or refuse shall be stored, kept, placed or maintained on any Lot where visible from any street, except as designated for pickup under local law.

Section 6. Offensive Activities. No noxious or offensive activity (which, for purposes of this Master Declaration, is an activity which materially interferes with a person of average sensitivity's peaceful enjoyment of one's property) shall be conducted on any Lot.

Section 7. Microwave, Satellite, Radio, TV or Other Communication Devices. No antennas for microwave, satellite, radio, TV, or other communication device shall extend more than 4 feet in height above the roofline and be no larger than 36" in diameter without the prior written approval of the Architectural Control Committee. Notwithstanding the foregoing, any such device shall not operate as to create any interference with normal radio, television or telephone reception in the Subdivision. No communication towers shall be erected on any Lot.

**Section 8. Irrigation Systems.** The front yard of each Lot shall have an irrigation system installed prior to the issuance of a certificate of occupancy. The irrigation system shall be fully automatic and be designed by a licensed irrigator.

**Section 9. Septic Systems.** Each Living Unit shall be connected to its own aerobic and/or septic tank system which shall have a minimum capacity of 1,000 gallons. Any such septic tank shall be located at least 30 feet from any property line. There shall be at least 400 feet of lateral line installed which shall be at least 4 inches in diameter, and at least 18 inches below its inlet and at least 30 feet from any property line. No Owner may sprinkle aerobic waste to such an extent that it encroaches onto another Owner's property.

**Section 10. New Construction Required.** All residences, garages, or accessory buildings shall be newly constructed on each Lot. No residences, garages, or accessory buildings may be brought in from another location. Mobile homes or manufactured housing for residential use is strictly prohibited.

(a) **Masonry Requirement.** The exterior walls of all residential homes on a Lot in the Subdivision, including, but not limited to, their related garage, shall be veneered with brick, stone or stucco (or comparable EFIS system), PROVIDED, HOWEVER, that window dormers may be veneered with wood, Hardiboard or its equivalent.

(b) **Permitted Materials for External Chimney.** The exterior walls of all chimneys on a Lot in the Subdivision shall be veneered with brick (or faux brick), stone (or faux stone), or stucco (or comparable EFIS system). Use of Hardiboard, or its equivalent, is prohibited.

(c) **Permitted Materials for Retaining Walls.** All retaining walls constructed on a Lot in the Subdivision shall either use railroad ties or be veneered with brick or stone unless prior written approval of the Architectural Control Committee is obtained.

(d) **Accessory Buildings.** All accessory buildings on a Lot in the Subdivision, defined for purposes of this Master Declaration (or any amendment thereto) as any structure on any such Lot which is not attached to a Living Unit, shall be veneered with substantially the same materials as those used for the Living Unit.

(e) **Driveways.** All driveways in front of the front building line and leading into a garage shall be veneered with concrete, brick or stone (so long as local code provides). The concrete, however, may be stained or stamped.

(f) **Temporary Buildings.** Any temporary building erected, constructed or installed to facilitate the construction of a Living Unit, including, but not limited to, a construction office or shed and a portable toilet, must be removed within thirty (30) days of the issuance of a Certificate of Occupancy by any applicable governmental unit.

(g) Light Posts. Each Lot driveway entrance shall have, at a minimum, one decorative light post (excluding any light fixture) no taller than four (4) feet and veneered with the corresponding brick, stone or stucco of the main residence.

Section 11. Minimum Living Space. Residences constructed on all Lots in the Subdivision shall have a minimum of 3,000 square feet of Living Space.

Section 12. Architectural Controls.

(a) For purposes of this Master Declaration, "construction, alteration and improvement" shall mean to include, but is not limited to (1) the external harmony of design, placement, materials used and color schemes of any structure vis-à-vis the existing landscape; (2) landscaping, (3) roofing materials and color (4) tree location (if any such tree is in excess of 3 caliper inches; (5) walls or fencing; (6) walkways; (7) exterior lighting, and (8) painting and/or staining.

(b) No later than thirty (30) days prior to the commencement of construction, alteration, or improvement of any structure on any Lot in the Subdivision, detailed plans and specifications of any proposed action to be taken shall be submitted in writing to and approved in advance at the sole discretion of the Architectural Control Committee. The Architectural Control Committee shall take each proposal into consideration with an eye towards reasonableness and what more closely fits the overall design theme of the Subdivision. Any denial by the Committee shall be accompanied by a detailed, written explanation as to why the application was denied. Plans not formally approved by the Architectural Control Committee within thirty (30) days following proper submission shall be deemed to have been approved. The non-exercise of any power of the Architectural Control Committee contained herein shall not be deemed to constitute a waiver of the right to exercise such power at another time. Approval of any set of plans and specifications shall not be deemed to constitute any promise or guaranty of the work to be performed or that such work is sound, safe or in accordance with law. Each Owner hereby agrees to hold the Architectural Control Committee and the Association harmless from any and all claims and damages as a result of the work performed which is contemplated herein.

(c) The failure of any Owner to strictly abide by the terms of this section, shall entitle the Board to the remedies set forth herein, PROVIDED, HOWEVER, that prior to any lawsuit, the violating Owner has failed to exercise their appeal rights to the entire Association within thirty (30) days of receiving notice from the Board of Directors that a violation remains outstanding, or lost such appeal.

Section 13. Fences. No Owner is required to erect a fence. However, all perimeter fences (defined herein as being any fence lying within 10 feet of a Lot's property line) that are erected shall be constructed of either wrought iron or a combination of wrought iron and masonry products. No fence on a Lot in the Subdivision may be erected between the front building line and the front property line, except for a security fence on top of any retaining wall (built in

accordance with local code), so long as such fence is constructed with wrought iron materials. In no event shall any perimeter fence be constructed in whole or in part with chain-link, barbed wire or wood products. Fences shall not obstruct the flow of water in drainage easements.

Section 14. Swimming Pools. In-ground swimming pools are permitted so long as they comply with local code. No above-ground pools greater than 6 feet in diameter (whether placed below grade or otherwise) are permitted.

Section 15. Drainage. Any alteration of drainage patterns (whether man-made or by nature) causing damage to another Owner's Lot shall be corrected and paid for by the Owner(s) on whose Lot(s) the alteration occurred. Driveway culverts shall, in addition, to complying with municipal engineering standards, must also be at least fifteen (15) inches in diameter and be made of concrete pipe.

Section 16. Seasonal Lighting. All seasonal lighting and seasonally-oriented decorations shall not be displayed in public view more than forty-five (45) days prior to the intended holiday date. All seasonal lighting and seasonally-oriented decorations shall be removed from the exterior of the home, accessory structures, and in public view within thirty (30) days of the intended holiday date.

Section 17. Solar Collectors/Windmills. No solar collectors, windmills, or any other apparatus, the purpose of which is to harness or attempt to harness natural energy, may be installed or erected without the prior, written permission of the Architectural Control Committee.

Section 18. Statues. Statues of any kind whatsoever to be placed in public view must have the prior written approval of the Architectural Control Committee.

Section 19. Fireplaces. All fireplaces within the Subdivision shall have wire screens attached to the top of each chimney.

Section 20. Signs. All signs within public view shall comply with all local sign ordinances and the Owner thereof shall be required to provide the Board with a copy of any sign permit upon request.

## ARTICLE VI

### MAINTENANCE

Section 1. Duty of Maintenance. Owners and occupants of any part of a Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that part of each Lot owned or occupied, including buildings, improvements, and grounds in connection therewith, in a well-maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- (a) Prompt removal of all litter, trash, refuse, and wastes.
- (b) Lawn mowing including right-of-way between property line and curb.
- (c) Tree and shrub pruning.
- (d) Watering.
- (e) Keeping exterior lighting and mechanical facilities in working order.
- (f) Keeping lawn and garden areas alive, free of weeds, and attractive.
- (g) Keeping parking areas and driveways in good repair.
- (h) Complying with all government health and police requirements.
- (i) Repainting and/or repair of exterior damage.

Section 2. Repairs. If an Owner, when performing his or her landscaping, maintenance or construction obligations, causes any destruction or damage to occur to (1) trees or landscaping, (2) utilities, (3) any sprinkler system, or (4) any other element of the Subdivision, then such Owner, at his or her own cost and expense, will restore or replace any such items so damaged or destroyed.

## ARTICLE VII ENFORCEMENT

Section 1. Complaint By An Owner. If an Owner believes another Owner or occupant of a Lot is in violation of this Master Declaration, he or she may notify the alleged violating Owner in writing, explaining his or her reason(s) for such complaint. If the alleged violating Owner fails to remedy the alleged violation within fifteen (15) days following receipt of said written notice, the complaint may be transmitted, in writing, to (1) the Architectural Control Committee if the complaint is related to architectural controls; and (2) the Board of Directors of the Association, if the complaint is related to anything else,. The Architectural Control Committee or the Board of Directors of the Association, as the case may be, shall then, within no more than ten (10) days, arbitrate the dispute, and deliver its ruling in writing to both Owners within five (5) days following such ruling. Thereafter, either the complaining Owner or the alleged violating Owner may appeal the ruling to the entire Association by giving written notice to the Board of Directors of the Association within thirty (30) days following receipt of notice of the ruling. The Board of Directors shall then hold a special meeting of the Association no later than twenty (20) days following receipt of the appeal. Quorum and voting requirements shall be in accordance with those set forth in the Bylaws (herein called an Owner's "appeal rights").

Section 2. Complaint By the Association. Notwithstanding anything to the contrary contained in this Master Declaration, if, in the opinion of (1) the Architectural Control Committee, such issue is related to architectural controls; or (2) the Board of Directors of the Association, such issue is related to anything else, any Owner is in violation of this Master Declaration, then, in addition to any other penalty provided for in this Master Declaration, the Architectural Control Committee or the Board of Directors of the Association, as the case may

be, may give such Owner written notice of such failure and such Owner must within thirty (30) days after receiving such notice, perform the care and maintenance required, or cure the covenant violated. Should any such Owner fail to fulfill this duty and responsibility or fail to cure such violation within such period, then the Board of Directors of the Association, through its authorized agent or agents, shall have the right and power to either (1) enforce this Master Declaration by any proceeding at law or in equity against any Owner violating or attempting to violate any covenant, condition or restriction, or (2) enter onto the Lot and cure any such defect without any liability for damages for wrongful entry, trespass or otherwise to any Owner, PROVIDED, HOWEVER, that prior to taking any such action, the violating Owner has failed to exercise their appeal rights to the entire Association within said 30-day notice period, or lost such appeal. The Association shall also have the right to assess a fine of \$200.00, plus an additional \$5.00 for each calendar month the violation (and any fine assessed therewith) remains uncured or fine unpaid. For purposes of this provision, an Owner shall be deemed to have received notice, among other alternatives, if the Architectural Control Committee or the Board of Directors of the Association, as the case may be, sends the notice to the Owner's last known address by certified mail, return receipt requested. If such Owner or occupant shall fail to reimburse the Association within thirty (30) days following receipt of a statement for such work or fine from the Board of Directors of the Association, then said indebtedness shall be a debt of said Owner, and shall constitute a lien against said Lot on which said work was performed. Such lien shall have the same attributes as the lien for Assessments and Special Assessments set forth in Article IV hereof, which provisions are incorporated herein by reference, and the Board of Directors of the Association shall have identical powers and rights in all respects, including but not limited to the right of foreclosure.

## ARTICLE VIII

### COMMON AREAS

Section 1. Easements of Enjoyment. Subject to the provisions of Section 2 hereof, every Member of the Association in good standing and their invitees shall have a right and easement to use and enjoy the Common Areas.

Section 2. Extent of Easements. The rights and easements created hereby, or by virtue of any plat recorded thereof, shall be subject to the following:

(a) The right of the Association to prescribe reasonable rules and regulations for the use, enjoyment, and maintenance of the Common Areas. The Association shall have the right to enter into contracts for the operation and maintenance of the Common Areas;

(b) The Association shall not have the right to sell or convey the Common Areas, or any part thereof, without the prior written approval of a two-thirds (2/3) majority of the Members of the Association in good standing;

(c) The right of the Association to borrow money for the purpose of improving the Common Areas, or any part thereof; provided, however, the Association shall not have the right to mortgage the Common Areas, without the prior written approval of a two-thirds (2/3) majority of the Members of the Association in good standing;

(d) The right of the Association to take such steps as are reasonably necessary to protect the Common Areas, or any part thereof, against foreclosure; and

(e) The right of the Association to suspend the rights and easements of any Member of the Association during which time any assessment levied against such Member under Article IV hereof remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

Section 3. Damage or Destruction of the Common Areas. In the event any part of a Common Area is damaged or destroyed by an Owner, or an Owner's guest, tenant, agent, or family member, such Owner hereby authorizes the Association to repair said damaged area. The Association shall repair said damaged area in a prompt, workmanlike manner in conformity with the original plans and specifications of the affected area, or as the same may be modified or altered with approval of the Association. The amount necessary to effect such repairs shall be thereafter become a Special Assessment upon the Owner who caused such damage.

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

Section 1. Duration Perpetual. This Master Declaration and the covenants, restrictions, charges, and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, and every Owner of any part of the Subdivision and their respective legal representatives, heirs, successors, and assigns.

Section 2. Amendment. At a special meeting called for such purpose, this Master Declaration may be amended or terminated at any time by the prior approval of a two-thirds (2/3) majority vote of the Members of the Association in good standing. Members may vote in person or by proxy, so long as written notice of which is given to all Members at least ten (10) days in advance and shall set forth the purpose of such meeting. Any such amendment or termination shall become effective when an instrument is filed for record in the Deed of Records of Collin County, Texas.

Section 3. Severability of Provisions. If any paragraph, section, sentence, clause, or phrase of this Master Declaration shall be or become illegal, null, or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null, or void, the remaining paragraphs,

sections, sentences, clauses, or phrases of this Master Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses, and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses, or phrases shall become or be illegal, null, or void.

Section 4. Notice. Wherever written notice to an Owner is permitted or required hereunder, unless otherwise provided for herein, such notice shall be given by mailing, faxing or emailing the same to such Owner at the address, fax number or email address of such Owner appearing on the records of the Association, unless such Owner has given written notice to the Association of a different address, fax number or email address, in which event such notice shall be sent to the Owner at the new information so designated. Notice to the Association shall be given by mailing the same to the Association's business office, as such is published by the Board from time to time. In any such event, such notice shall conclusively be deemed to have been given by the Association by placing same in the United States mail, properly addressed, whether received by the addressee or not, or by evidence of a fax or email receipt showing that it was properly sent to the correct number or email address.

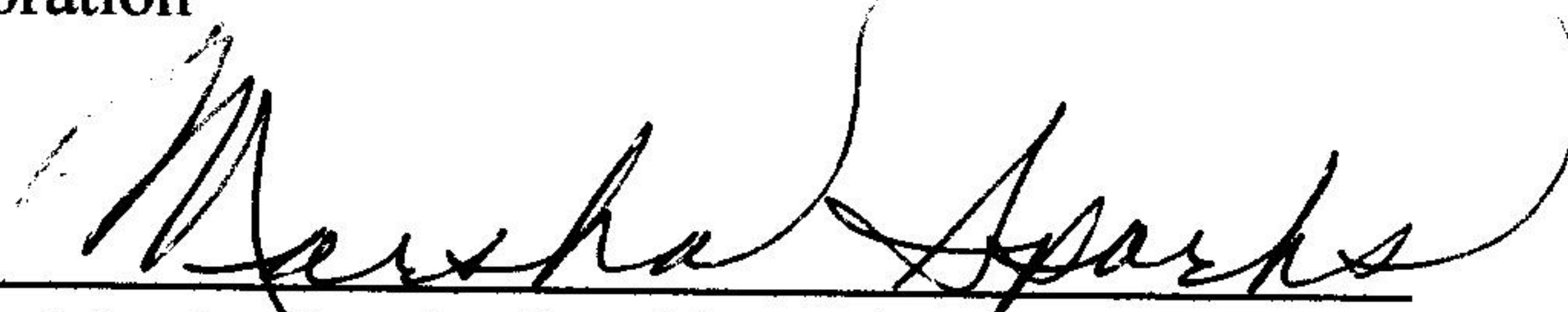
Section 5. Titles. The titles, headings, and captions which have been used throughout this Master Declaration are for convenience only and are not to be used in construing this Master Declaration or any part thereof.

Section 6. Conflicts. Whenever the application of any provision contained in this Master Declaration, or any Supplement thereto, conflicts with local, state or federal law, such local, state or federal law shall prevail.

Section 7. Waiver. Waiver by the Association of the breach of any term, covenant or condition in this Master Declaration shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition. No covenant, term or condition of this Master Declaration shall be deemed to have been waived, unless such waiver is in writing signed by the party charged therewith.

EXECUTED as of the day and year first written above.

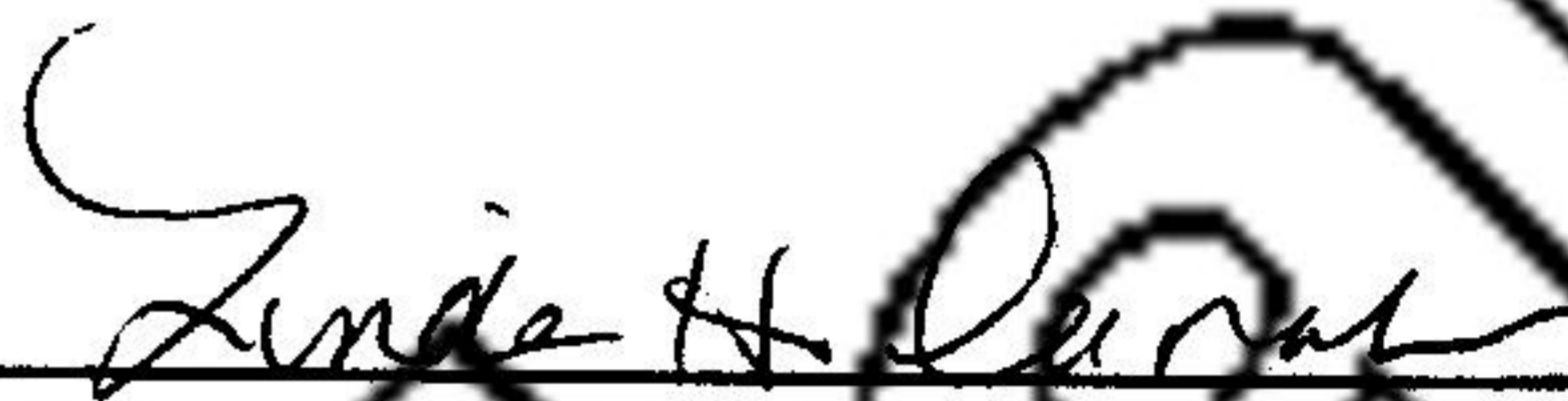
ASCOT HEATH HOMEOWNERS  
ASSOCIATION, INC., a Texas non-profit  
corporation

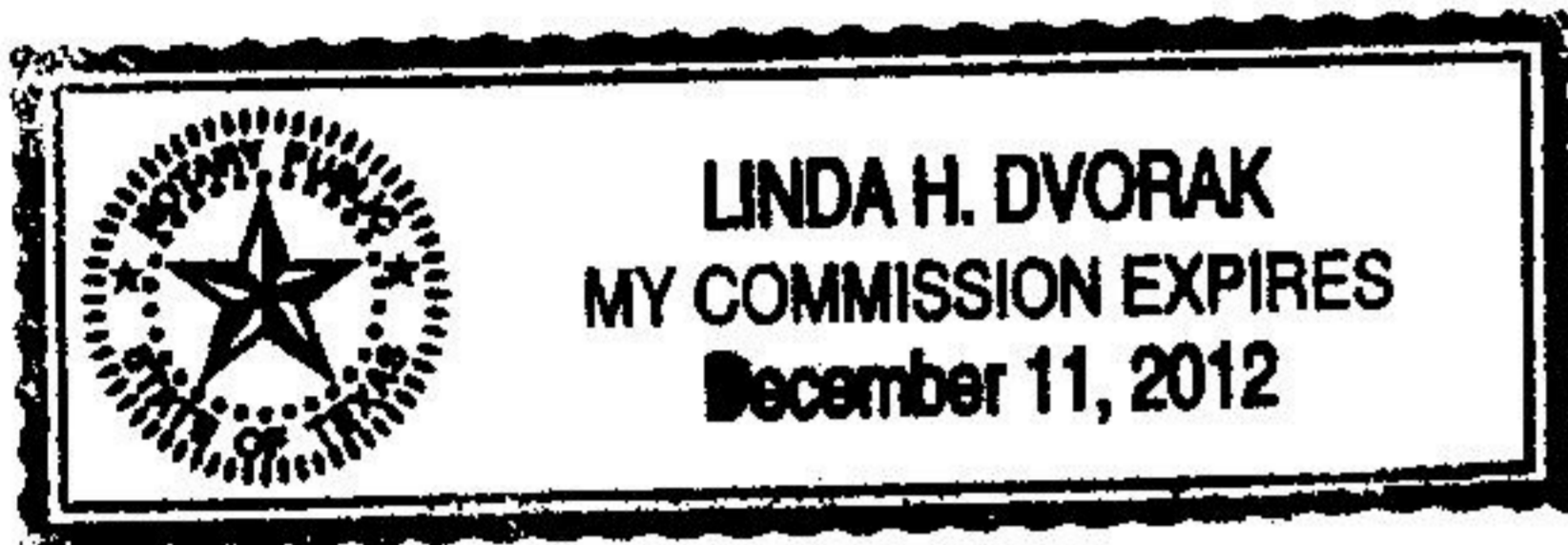
By:   
Marsha Sparks, President of the Board of  
Directors

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the 17 day of December, 2009, by Marsha Sparks, President of Ascot Heath Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

{SEAL}

  
\_\_\_\_\_  
Notary Public in and for the  
State of Texas



Unofficial Copy

Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
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