

Mary Louise Nicholson
MARY LOUISE NICHOLSON
COUNTY CLERK

Trinity Title/Southlake/ CC / COURTESY DFW

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE FERGUSON PLACE SUBDIVISION**

**THE STATE OF TEXAS
COUNTY OF TARRANT**

THIS DECLARATION (herein so called) is made this 11th day of October, 2022, by FERGUSON LONESOME DOVE LLC (herein referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the real property referred to in Article II hereof and described on Exhibit "A-1 & A-2" attached hereto and made a part hereof for all purposes, and desires to create thereon a residential community including, but not limited to, residential lots, open spaces, landscaping, sprinkler system, streets, common lighting, fencing, drives, screening walls, and other common improvements for the benefit of the community; and

WHEREAS, 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, streets, common lighting, fencing, drives, screening walls, and any and all other common improvements; and, to this end, desires to subject the real property referred to in Article II, together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each and every owner of any part thereof,

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 only as expressly subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

**ARTICLE I
DEFINITIONS**

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

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

(b) **"Lot"** shall mean and refer to any plot or tract of land shown upon any recorded Properties map(s) or plat(s) of the Properties, as amended from time to time, which is designated as a lot thereon and which is or will be improved with a residential dwelling.

(c) **"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.

(d) **"Properties"** shall mean and refer to the Properties subject to this Declaration as described on Exhibit "A-1 & A-2" attached hereto.

(d) **"City Standards"** shall mean and refer to the City approving the final plat for a particular lot. Block 1, Lots 3-17 and Block 2, Lots 2-16 are located within the City of Grapevine and would be subject to City of Grapevine rules, standards and laws. Block 2, Lots 17 & 18 are located within the City of Southlake and would be subject to City of Southlake rules, standards and laws.

**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 the City of Grapevine, Tarrant County, Texas and the City of Southlake, Tarrant County, Texas, and are more particularly described on Exhibit "A-1 & A-2" attached hereto and incorporated herein by reference for all purposes.

2.02 Common Area. The designation of real property as a Common Area is determined by the plat and this Declaration, and not by the ownership of the property. This Declaration contemplates that the Homeowners Association, "the Association" will eventually hold title to every common area capable of independent ownership by the Association. Declarant may install, construct, or authorize certain improvements on Common areas in connection with the initial development and the cost thereof is not a common expense of the Association. Thereafter, all costs attributable to Common Areas, including maintenance, property taxes, insurance, and enhancements, are automatically the responsibility of the Association, regardless of the nature of title to the common areas, unless this Declaration elsewhere provides for a different allocation for a specific common area.

2.03 Acceptance. By accepting an interest in or title to a lot, each owner is deemed (1) to accept the Common Area, and any improvement thereon, in its then-existing "as is" condition; (2) to acknowledge the authority of the Association, acting through its Board of Directors, for all decisions pertaining to the Common Area; (3) to acknowledge that transfer of a Common Area's title to the Association by or through the Declarant is a ministerial task that does not require acceptance by the Association; and (4) to acknowledge the continuity of maintenance of the Common Area, regardless of changes in the Association's Board of Directors or management.

2.04 Components. The Common Area consists of the following components on or adjacent to the Property, even if located on a lot or a public right-of-way:

- (a) The land described in Exhibits A-1 & A-2 as Common Area and all improvements thereon;
- (b) Any area shown on the plat as common area or an area to be maintained by the Association;
- (c) the formal entrances to Ferguson Place, including the signage, landscaping, electrical and water installations, planter boxes and fencing (if any);
- (d) Any modification, replacement, or addition to any of the above-described areas and improvements. Personal property owned by the Association, such as books, and records, office equipment, and supplies.

2.05 Association Responsibility. The Association shall maintain and keep in good repair all improvements located on the Common Area property, including but not limited to, any paved or concrete walkways, irrigation, landscaping as well as any other improvement later made on any part of the Common Areas. The Association shall have the right but not the obligation, to maintain property not owned by the Association where the Board has determined that such maintenance would benefit all Owners. Except as otherwise provided herein, all costs associated with maintenance, repair and replacement of the Common Property, shall be a common expense to be allocated among the homes as part of the annual assessments.

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

3.01 Residential Purposes. Each Lot (including land and improvements) shall be used and occupied for single family residential purposes only. No Owner or other occupant shall use or occupy such Owner's Lot or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family detached residence for the Owner or such Owner's tenant and their families and domestic servants employed on the premises. As used herein the term "single family residential

purposes" shall be deemed to prohibit specifically, but without limitation, the use of any Lot for a duplex, duplex apartment, garage apartment, or other apartment use, commercial or professional use.

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

3.03 Minimum Floor Space. All floor areas referenced below are for air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main dwelling. Each dwelling constructed on any Lot shall contain a minimum of two thousand five hundred (2,500) square feet of heat and air-conditioned floor space.

3.04 Combining Lots. Any person owning two or more adjoining Lots may consolidate such Lots into a single building location for the purpose of constructing one (1) residential structure thereon (the plans and specifications therefore being approved as set forth in this Declaration) and such other improvements as are permitted herein; provided, however, any such consolidation must comply with the rules, ordinances and regulation of any governmental authority having jurisdiction over the Properties and the Owner seeking such consolidation shall be solely responsible for any and all costs and expenses of such consolidation, including, but not limited to the costs of re-platting, governmental fees, and fees for professional services whether incurred by such Owner, Declarant or the Committee. In the event of any such consolidation, the consolidated Lots shall be deemed to be a single Lot for purposes of applying the provisions of this Declaration; provided, however, such Owner shall continue to pay assessments on such Lots as if such Lots had not been consolidated and shall be entitled to one vote for each Lot (determined prior to such consolidation) owned by such Owner. Any such consolidation shall give consideration to easements as shown and provided for on the Plat and any required abandonment or relocation of any such easements shall require the prior written approval of Declarant as well as the prior written approval of any utility company having the right to the use of such easements. Combining of portions of Lots into a single building site is prohibited.

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

3.06 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 city of location of the lot per the final, recorded plats. Such height to be measured and determined in accordance with the method approved by the respective cities of location.

3.07 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. All driveways, sidewalks, and parking areas shall be surfaced with concrete, stone, or pavers. Any other finish must be approved in writing by the Architectural Control Committee.

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

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

3.10 Retaining Walls. Retaining walls shall be restricted to structurally engineered and designed walls made from masonry conforming to the guidelines established by the Committee. It shall be the intent of Declarant and the Architectural Control Committee to promote visual continuity in and around the Properties. All retaining walls visible from any Street in front of a Lot, and, for corner Lots from the adjacent side Street, shall be finished with landscape quality rock or stone. Any retaining walls located entirely within a Lot shall be maintained and repaired by the Owner of the Lot on which such retaining wall is located. Any retaining walls built by Declarant or its affiliates within any Common Area (the "**Community Retaining Wall(s)**") shall be included in the Common Amenities to be maintained by the Association and shall be conveyed to and maintained by the Association as Common Areas and/or Common Amenities. Should an Owner modify or alter or cause or permit the modification or alteration of any Community Retaining Wall located on or at the property line of such Owner's Lot without the prior written approval of the Association or the ACC, such retaining wall shall no longer be included in the Community Retaining Walls maintained by the Association hereunder and such Owner shall be solely liable and responsible for the maintenance and repair of such retaining wall and any and all drainage conditions resulting therefrom. No drains or conduits shall be located with or pass through any retaining wall without the prior written approval of the Committee.

3.11 Mailboxes and Address Plaques. In accordance with US Postal regulations, the mail will be delivered to a central mailbox constructed within the neighborhood. Each home shall have a designated mailbox within this central mailbox. The Association will be responsible for the normal expenses to maintain the central mailboxes. Should any damage be caused by negligence of an owner, the cost of repair will be the responsibility of the owner. Address plaques shall be attached to each residence prior to occupancy.

3.12 Utilities. Each residence situated on a Lot shall be connected to the water and sewer lines as soon as practicable after same are available at the Lot line. No privy, cesspool, or septic tank shall be placed or maintained upon or in any Lot. However, portable toilets will be required during building construction on each individual construction site. The installation and use of any propane, butane, LP Gas or other gas tank, bottle or cylinder of any type (except portable gas grills), shall require the prior written approval of the Architectural Control Committee, and, if so approved, the Architectural Control Committee shall require that such tank, bottle or cylinder be installed underground. Any control boxes, valves, connections, utility risers or refilling or refueling devices shall be completely landscaped with shrubbery so as to obscure their visibility from the streets within or adjoining the Properties or from any other Lot.

3.13 Construction Requirements

(a) The exterior surface of all residential dwellings shall be constructed of glass, fiber cement siding, stone, stone veneer, brick, brick veneer or other materials approved by the Architectural Control Committee. It is specifically required that the exterior wall area of each residence located within the Properties will have not less than eighty percent (80%) masonry coverage. To encourage the use of new products, this caveat will be reviewed on a regular basis by the Architectural Control Committee. No highly reflective finishes (other than glass, which may not be mirrored) shall be used on exterior surfaces (other than surfaces of hardware fixtures), including, without limitation, the exterior surfaces of any Improvements. Exterior paint and stain colors shall be subject to the written approval of the Architectural Control Committee.

(b) The Architectural Control Committee will only approve roofing materials which are of the

highest grade and quality, and which are consistent with the external design, color, and appearance of other improvements within the subdivision. Two hundred forty (240) pound, thirty (30) year warranty is the minimum standard of quality for roofing material to be used in the Properties and Weathered Wood is the standard color. The roof pitch of any structure shall be 10" x 12" minimum. Any deviation of roof pitch or color must be approved in writing by the Architectural Control Committee.

(c) No above ground-level swimming pools shall be installed on any Lot.

(d) All exterior construction of the primary residential structure, garage, porches and any other appurtenances or appendages of every kind and character on any Lot and all interior construction (including, but not limited to, all electrical outlets in place and functional, all shall be covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than one (1) year following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.

(e) No projections of any type shall be placed or permitted to remain above the roof of any residential building with the exception of one or more chimneys and one or more vent stacks without the written permission of the Architectural Control Committee. Plumbing vents should be minimally visible from the street as determined by the ACC. If it must be visible to the street, then it should blend in color with the surface from which it projects.

(f) All mechanical equipment and pool equipment shall be located away from the Street-side elevation and completely screened from view from either the Streets, Common Areas and/or open space areas. Screening may include landscaping provided the plant sizes are sufficient to provide seventy-five percent (75%) screening.

3.14 Erosion Control. The following restrictions shall apply to all construction activities at Ferguson Place. Periodic inspections by a representative of the ACC may take place in order to identify non-complying construction activities. If items identified as not complying with the regulations are not remedied in a timely manner, fines will be levied at a rate of \$100 per day.

Silt fencing is to be installed to all applicable standards and is required to be maintained to protect the low sides of all disturbed areas, where stormwater will flow during construction. The purpose of the silt fence is to capture the sediment from the runoff and to permit filtered, clean water to exit the site. The Owner should anticipate that built-up sediment will need to be removed from the silt fence after heavy or successive rains, and that any break in the fencing will need to be repaired or replaced immediately.

Failure to install and/or maintain erosion control measures may result in a \$100 per day fine plus the costs of cleanup should the HOA be required to mitigate damage from sediment displaced from runoff.

3.15 Garages and Servants Quarters. Each residential dwelling erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles. The orientation of the opening into a garage (i.e., side-entry or front-entry) must be approved in advance by the ACC.

All garage doors shall remain closed at all times, save and except for the temporary opening of same in connection with the ingress and egress of vehicles and the loading or placement and unloading, or removal of other items customarily kept or stored therein, when a person is in the garage or engaged in yard work, or there is another activity occurring on the Lot which is reasonably facilitated by an open garage door.

No garage shall ever be changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles. No carports shall be placed, erected, constructed, installed, or maintained on a Lot. All garages shall have the prior written consent of the Architectural Control Committee. Detached garages, porta cocheres, servant's quarters, and storage rooms must be approved in writing by the Architectural Control Committee.

An attached or detached storage building is defined as a portable storage building larger than 50 cubic feet and over five (5) feet in height. This type of structure must be veneered with the same materials as the home and be approved in writing by the Architectural Control Committee.

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

Each Lot shall include at least (1) two (2) trees with a caliper of three inches (3") or greater within the front yard of each Lot, (b) two (2) trees with a caliper of three inches (3") or greater in the rear yard of each Lot (provided existing trees of such caliper width or greater that are located and maintained in the rear yard area of a Lot may be counted toward such requirement) along the eastern boundary of the Property, and (c) and otherwise comply with any Design Guidelines promulgated by the Board, the ACC or the Association hereunder (collectively, the "Minimum Landscaping Requirements").

3.17 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. Fences adjoining to or located on perimeter property lines, for example, adjacent to streets, parks, open space, shall be 5 feet high, rod-iron fencing using the ACC approved design. The Architectural Control Committee requires the fencing that faces the street, park or any common or open space be the ACC approved rod iron.

The ACC approved style is a 6-foot cedar, board by board style and the approved color is a medium brown.

3.18 Trash Receptacles and Collection.

- (a) During construction on the Lot, each construction site shall be kept neat and shall be properly policed to prevent it from becoming an eyesore. No Lot shall be used for open storage of any materials whatsoever, except that new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvements, after which the materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. Owners shall provide a container for debris and shall clean up all trash and debris on the construction site on a daily basis. Trash and debris shall be removed from each construction site on a timely basis. Lightweight material, packaging and other items shall be covered or weighted down to prevent the wind from blowing such materials off the construction site.
- (b) The dumping, burning or burning of trash is not permitted anywhere in Ferguson Place. No Lot shall be used or maintained as a dumping ground for garbage, trash, junk or other waste matter
- (c) It is imperative that, when moving heavy equipment around, precautions be taken to prevent damage to pavement, curbs, and vegetation. Crawler tractors are not to be operated on paved or concrete surfaces. Mud, dirt and other construction debris that is tracked off site shall be cleaned on a daily basis.
- (d) After occupying the completed home, an owner may place trash on the street curb abutting his Lot only on those days designated by the respective city government as trash collection days, using receptacles designated by the City.

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

3.20 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.

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

3.22 Solar Panels. Solar panels, installed on a roof, must be installed in a recess and all efforts shall be made to minimize the public view. If not installed on the roof, the solar panels must not be publicly viewed.

3.23 Temporary Structures and Vehicles. No temporary structure of any kind shall be erected or placed upon any Lot. No trailer, mobile, modular or prefabricated home, tent, shack, barn or any other structure or building, other than the residence to be built thereon, shall be placed on any Lot, either temporarily or permanently, and no residence, house, garage or other structure appurtenant thereto shall be moved upon any Lot from another location, except for a sale, pre-sale or construction trailer; provided, however, that ancillary storage buildings may be allowed at the sole discretion and approval of the Architectural Control Committee. In no event will ancillary storage buildings be allowed without the prior written consent of the Architectural Control Committee.

Declarant reserves the exclusive right to erect, place and maintain, such facilities in and upon the property as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction and selling of residences and constructing other improvements on the Properties. Such facilities may include, but are not necessarily limited to, a temporary sales or construction office or model home during the period of and in connection with the construction and sales operations on the Properties, but in no event shall the Declarant have such right for a period in excess of that permitted by the City of Southlake, Texas or the City of Grapevine, Texas, as determined by the plats.

Any truck, bus, boat, boat trailer, trailer, mobile home, camp mobile, camper or any vehicle other than a conventional automobile shall, if brought within the Properties, must be stored, placed, or parked within the garage of the appropriate Owner, or be screened from view by privacy fencing as described in item 3.16, and not to exceed a height of 8 feet.

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

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

Any truck, bus, boat, boat trailer, trailer, mobile home, camp-mobile, camper or any vehicle other than a conventional automobile belonging to Owners may be parked in the Owner's driveway or in the street in

front of the Owner's house for the purpose of loading or unloading for a period of time not to exceed twenty-four (24) hours. On-street parking is restricted to approved deliveries, pick-up or short-time guests and invitees and shall be subject to such reasonable rules and regulations as shall be adopted by the Board of Directors.

3.25 Signs. No signs or flags shall be displayed to the public view on any Lot without the prior written approval of the Architectural Control Committee, with the following exceptions: (i) Declarant may erect and maintain a sign or signs for the construction, development, operation, promotion and sale of the Lots. Holiday, religious or patriotic flags or decor may be displayed by the Declarant or Owners as long as the items do not violate any law, contain graphic language, pose a threat to public health/safety or are offensive to the public.

Political signs not larger than four (4) square feet may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such signs shall not be erected more than thirty (30) days in advance of the election to which they pertain and shall be removed with five (5) days after such election.

Notwithstanding anything herein contained to the contrary, any and all signs, if allowed, shall comply with all sign standards of the City of Southlake, Texas or the City of Grapevine, Texas as determined by the plats, as such standards may be applicable to the Properties.

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

3.27 Drilling and Mining Operations. No oil drilling, or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, water wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

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

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

3.30 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 appurtenant thereto, and vacant land, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- (i) Prompt removal of all litter, trash, refuse and waste;
- (ii) Lawn mowing on a regular basis;
- (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 and free of weeds and attractive;
- (vii) Keeping parking areas, driveways, curbs and roads in good repair;
- (viii) Complying with all government health and police requirements;
- (ix) Repair of exterior damages to improvements;
- (x) Cleaning of landscaped areas lying between streets and Lot lines, unless such streets or landscaped areas are expressly designated to be Common Properties maintained by applicable governmental authorities; and
- (xi) Repainting of improvements.

3.31 Playscapes and Sport Courts. No batting cages shall be erected, placed or altered on any Lot without the prior approval of the Architectural Control Committee.

Sports courts, tennis courts, and playscapes or any similar recreational facilities may not be constructed on any Lot without the advance written approval of the ACC. The ACC may prohibit the installation of sports courts, tennis courts, playscapes or similar recreational facilities on any Lot.

Playscapes or any similar recreational facilities must comply with all the following requirements:

- Must be located where the equipment will have minimum impact on adjacent Lots and be screened from public view
- All playscapes or any similar recreational facilities equipment must be constructed to blend with the existing home by using materials similar to the residential structure.
- View of playscapes or any similar recreational facilities must be reduced from public streets and adjoining units whenever possible.
- Bright primary colors will not be permitted.
- Playscapes or any similar recreational facilities must not be located any closer to a property line than the established building setbacks.
- Trampolines, whether portable or non-portable, must be placed no closer than five feet (5') to any property line.
- Playscapes, playground equipment and trampolines are prohibited in the front yard.

If approved, portable playscapes, including but not limited to, non-permanent and/or inflatable slides, moon bounces, water parks and above ground inflatable pools or kiddie pools (collectively "Portable Playscapes") must be stored in a screened area, the rear of the Lot, or inside the garage when not in use. In no event shall any Portable Playscapes be visible from or in the front of any Owner's Lot for any period of time exceeding twenty-four (24) consecutive hours.

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

3.33 Building Permits. No Owner shall commence construction of any improvements on the Lot owned by such Owner until the plans and specifications for the improvements to be constructed have been approved by the Architectural Control Committee in accordance with this Declaration and the Owner has obtained a building permit from the appropriate governmental authorities allowing the construction of such improvements. **A fine of \$500 per incident will be enforced when construction commences without proper ACC approvals.**

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

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

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

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

3.37 Lawn Furniture, Decorations, and Garden Maintenance Equipment. Lawn furniture, including swings/chairs/benches in good repair are allowed on front porches of the principal residential structure, but must be incorporated into a landscape theme if visible from other Lots.

Swings and or benches are not allowed on driveways/front lawns etc. unless specifically approved for placement by ACC. Notwithstanding exterior holiday decorations, plastic lawn decorations and artificial plants are not permitted, including pink flamingos, animals, or other plastic designs/statues.

Lawn mowers, edgers, wheelbarrows, etc. may not be left out in view of other Lots except when in use. Bulk/bag material (mulch, topsoil, etc.) may not be left out in view for longer than ten (10) days.

Temporary or Permanent clotheslines are not allowed on any Lot. Sheds or outbuildings will not be permitted on any Lot adjacent to Greenbelt/Open Space Lots.

3.38 Exterior Holiday Decorations. Lights or decorations may be erected on the exterior of the principal residential structure in commemoration or celebration of publicly observed holidays provided that such lights or decorations do not unreasonably disturb the peaceful enjoyment of adjacent Owners. All lights and decorations must not be permanent fixtures of the principal residential structure without prior written approval of the ACC and shall be removed within thirty (30) days after the holiday has ended. Christmas decorations or lights may not be displayed prior to November 15.

3.39 Basketball Goals and Sporting Equipment. Basketball goals, or backboards, or any other similar sporting equipment of either a permanent or temporary nature shall not be placed on any Lot or street or where same would be visible from an adjoining street or Lot without the prior written consent of the ACC.

Permanent goals must meet the following criteria:

- The metal pole must be permanently mounted into the ground to the side of the driveway in a full upright position 25' back from the curb;

- The pole, backboard and net must be maintained in good condition at all times; and
- Poles may not be installed in front of the garage or facing into the street.

Portable goals will not be allowed unless the following criteria are met:

- The goal must be placed to the side of the driveway and permanently installed to be flush with the ground and maintained at all times in a full upright position 25' back from the curb;
- The pole, backboard and net must be maintained in good condition at all times;
- Poles may not be installed in front of the garage or facing the street;
- Landscape barrier, such as small shrubs must screen the base of the goal;
- Goals may not be rolled into the street or any other public right-of-way; and
- Goals may not be maintained in front of the garage or facing the street.

ARTICLE IV ARCHITECTURAL CONTROL COMMITTEE

4.01 Architectural Control Committee. As long as Declarant holds title to any of the Lots, the Architectural Control Committee, hereinafter called the "Committee", shall be composed of two (2) or more individuals selected and appointed by the Declarant. At such time as Declarant no longer holds title to any of the Lots, the Committee shall be composed of such individuals selected by vote of the Owners, who shall have one (1) vote for each Lot owned.

The following persons would not be eligible to serve on the "Committee": 1) a current board member; 2) a current board member's spouse; or 3) a person residing in a current board member's household.

The Committee shall use its best efforts to promote and ensure a high level of quality, harmony and conformity throughout the Properties. The Committee shall function as the representative of the Owners for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class residential development.

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

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

Final plans and specifications shall be submitted in duplicate 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 other complete set of plans will be marked "Approved" and returned to the Owner. If found not 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.

The Committee is authorized and empowered to consider and review any and all aspects of dwelling construction, construction of other improvements and location, quality and quantity of landscaping on the Lots, and may disapprove aspects thereof which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Owner (s) or the general value of the Properties. As an example, and not by way of limitation, the Committee may impose limits upon the location of window areas of one 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 standards bulletins which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration. Such bulletins shall supplement these Covenants and Restrictions and are incorporated herein by reference. The Committee shall have the authority to make final decisions in interpreting the general intent, effect and purpose of these Covenants and Restrictions.

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

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

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

4.05 Appeal. An Owner may appeal any ruling made by the Architectural Control Committee within 30 days of the decision to the Board of Directors. An owner is allowed two (2) appeals annually.

ARTICLE V EASEMENTS

5.01 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, line or facilities or any portion thereof lie to repair, replace and generally maintain said connections, lines or facilities as and when the same may be necessary.

(b) Wherever (i) 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.

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

5.03 Surface Areas of Utility Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the Plat. Underground electric, storm sewer, 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, brick 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, brick walls or fences prior to construction thereof. Such easements for the Underground service shall be kept clear of all other improvements, and neither the grantee nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other improvements (other than for damages caused in crossing driveways, walkways, patios, brick walls or fences, providing conduit has been installed as outlined above) of the Owner located on the Lot covered by said easements. In addition, the utility easements shall not be used as alleyways.

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

5.05 Universal Easement. The Owner of each Lot (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 Properties for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause. There shall be easements for the maintenance of said encroachment, settling or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to willful misconduct of said Owner or Owners. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of the Declarant and

shall be appurtenant to the Lot being serviced and shall pass with each conveyance of said Lot.

ARTICLE VI GENERAL PROVISIONS

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

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

(a) During the time Declarant holds title to 50% of more of the Lots, the Declarant may amend or change this Declaration in any manner deemed necessary or appropriate by the Declarant;

(b) During the time Declarant holds title to less than 50% of the Lots, the Declarant may amend or change this Declaration with the consent of at least 50% of Owners other than Declarant then owning Lots;

(c) In all other situations, this Declaration may be amended or changed upon the express written consent of at least seventy percent (70%) of the Owners of the Lots.

Any and all amendments to this Declaration shall be recorded in the Office of the County Clerk of Tarrant County, Texas. The Declarant may execute and record amendments to this Declaration without such consent or approval if the amendment is for the purpose of correcting technical or typographical errors or for clarification only.

6.03 Enforcement. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages or to enforce any lien created by these Covenants and Restrictions; and failure by the Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. **Violations of Rules, Restrictions or Guidelines may result in a fine up to \$50/day.**

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

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

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

6.07 Termination of and Responsibility of Declarant. If Declarant shall convey all of its right, title and interest in and to the subdivision and assign all 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.

6.08 Insurance. The Association shall provide general liability coverage for the common areas and amenities, as well as fiduciary insurance coverage for the members of the Architectural Control Committee and the Board of Directors

ARTICLE VII MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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

7.02 Voting.

(a) Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

(b) Notwithstanding the voting rights within the Association, until the Declarant no longer owns record title to any Lot or the tenth (10th) anniversary of the date this Declaration was recorded in the Office of the County Clerk for Tarrant County, Texas whichever occurs first in time, the Association shall take no action with respect to any matter whatsoever without the prior written consent of the Declarant.

(c) Owners of exempt Properties, such as all Properties dedicated and accepted by the local public authority and devoted to public use, shall be Members but shall not have voting rights.

7.03 Quorum, Notice and Voting Requirements.

(a) Subject to the Provisions of Paragraph (c), of this Section, any action taken at a meeting of the Members shall require the assent of the majority of all of the votes of those who are voting in person or by proxy at a meeting duly called, written notice of which shall be given to all Members not less than ten (10) days nor more than fifty (50) days in advance.

(b) The quorum required for any action referred to in Paragraph (a) of this Section shall be the presence at the initial meeting of Members entitled to cast or of proxies entitled to cast, a majority of the votes of all Members shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Bylaws or this Declaration. If the required quorum is not present or represented at the meeting, one additional meeting may be called, subject to the notice requirements herein set forth, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

(c) As an alternative to the procedure set forth above, any action referred to in Paragraph (a) of this Section may be taken without a meeting if a consent in writing approving of the action to be taken, shall be signed by all Members.

(d) Except as otherwise specifically set forth in this Declaration, notice, voting and quorum requirements for all actions to be taken by the Association shall be consistent with its Articles of Incorporation and bylaws, as same may be amended from time to time.

(e) During the period of time that the Association is unincorporated, the Declarant shall have the sole right and option to prescribe reasonable procedures for the meetings (if any) of the Members; provided, however, that prior to incorporation, without the written approval of the Declarant, no Member (other than Declarant) shall have a right to vote on any matter, or to call any meetings of the Members of

the Association. Except as specifically set forth in this Declaration, notice, voting and quorum requirements for all action to be taken by the Association (as an incorporated entity) shall be consistent with its Articles of Incorporation and Bylaws, as same may be amended from time to time.

ARTICLE VIII COVENANTS AND ASSESSMENTS

8.01 Creation of the Lien and Personal Obligation 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 the Association (or to an entity or collection agency designated by the Association): (1) annual maintenance assessments or charges (as specified in Section 8.04 hereof), such assessments to be fixed, established and collected from time to time as herein provided; (2) special assessments for capital improvements and other purposes (as specified in Section 8.05 hereof, such assessments to be fixed, established and collected from time to time as hereinafter provided; 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 8.05 hereof), all of such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual maintenance, special capital, and special individual assessments described in this Section 8.01 (hereinafter, the "Assessment" of the Assessments", together with interest thereon, attorneys' fees, court costs and other costs of collection thereof, as herein provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which any such Assessment is made. Each such Assessment, together with interest thereon, attorneys' fees, court costs, and other costs of collection thereof shall also be the continuing personal obligation of the Owner of such Lot at the time when the assessment becomes due. Further, no Owner may exempt himself from liability for such Assessments or waive or otherwise escape liability for the Assessments by non-use of the Common Properties or abandonment of his Lot. Existing obligations of an Owner to pay assessments and other costs and charges shall not pass to bona fide first lien mortgagees which become Owners by reason of foreclosure proceedings or in action at law subsequent to the date the Assessment was due; provided; however, any such foreclosure proceeding or action at law shall not relieve such new Owner of such Lot from liability for the amount of any Assessment thereafter becoming due nor from the lien securing the payment of any subsequent Assessment.

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

8.03 Improvement and Maintenance of the Common Properties Prior to Assessments. Initially, the improvement of the Common Properties shall be the responsibility of the Declarant and shall be undertaken by Declarant at its sole cost and expense with no right to reimbursement from the Association. After the initial improvements to the Common Properties are substantially completed and until the date of the Assessments formally commence, the Declarant, on behalf of the Association, shall

have the responsibility and duty (but with right of reimbursement once Assessments begin) of maintaining the common Properties, including, but not limited to, the payment of taxes on and insurance in connection with the common Properties and the cost of repairs, replacements and additions thereto, and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties.

8.04 Annual Maintenance Assessments.

(a) The Board of Directors shall determine the amount of the annual maintenance assessments for each year, which assessment may include a reserve fund for working capital and for maintenance, repairs and replacements of the common Properties.

(b) Subject to the provisions of Section 8.04(c) hereof, the rate of annual maintenance assessments may be increased by the board. The Board may, after consideration of current maintenance, operational and other costs and the future needs of the Association, fix the annual maintenance assessments for any year at a lesser amount than that of the previous year.

(c) An increase in the rate of the annual maintenance assessments as authorized by Section 8.04(b) hereof in excess of ten percent of the preceding year's annual maintenance assessments must be approved by the Members in accordance with Section 7.03 hereof.

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

(e) Any contract of \$50,000 or more is required to be awarded only after multiple bids are received.

8.05 Special Care Assessments and Special Individual Assessments.

(a) In addition to the annual maintenance assessments authorized in Section 8.04 hereof, the Board of Directors of the Association may levy in any calendar assessment year a special capital assessment for the purpose of (i) defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of improvements upon the Properties or Common Properties, including the necessary fixtures and personal property related thereto (ii) maintaining portions of the Common Properties and improvements thereon, or (iii) carrying out other purposes of the Association; provided, however, that any such special capital assessment levied by the Association shall have the approval of the Members in accordance with Section 7.03 hereof. Any special capital assessment levied by the Association shall be paid by the Members directly to the Association on such date or dates as determined by the Board of Directors. All such amounts collected by the Association may only be used for the purposes set forth in this Section 8.05 and shall be deposited by the Board of Directors in a separate bank account to be held in trust for such purpose. These funds shall not be co-mingled with any other funds of the Association.

(b) The Board of Directors of the Association may levy special individual assessments against one or more Owners for (i) reimbursement to the Association of the costs for repairs to the Properties or Common Properties and improvements thereto occasioned by the willful or negligent acts of such owner or Owners and not ordinary wear and tear; or (ii) for payment of fines, penalties or other charges imposed against an Owner or Owners relative to such Owner's failures to comply with the terms and provisions of this Declaration the Bylaws of the Association or any rules or regulation promulgated hereunder. Any

special individual assessment levied by the Association shall be paid by the Owner or Owners directly to the Association. All amounts collected by the Association as special individual assessments under this Section 8.05 shall belong to and remain with the Association.

(c) **Capital Reserve/Improvement Contribution.** Upon sale of record title to a Lot by an owner other than the Declarant or a Builder, a contribution of \$250.00 shall be made by or on behalf of such Owner to the "Capital Reserve/Improvement Fund" (herein so called) of the Association. This amount is not refundable, shall be in addition to, not in lieu of, the Maintenance Assessment levied on the Lot, and shall not be considered an advance payment of any portion thereof. This amount shall be deposited into escrow and disbursed therefrom to the Association or to the Declarant if the Association is not yet established and shall be used for capital improvements made by the Association pursuant to the terms of this Declaration and the Association Documents. Such amount shall be reviewed yearly and may be increased; however, the increase is restricted to 10% over the previous year.

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

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

(a) The Board of Directors of the Association shall fix the date of commencement and the amount of the annual maintenance assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

(b) Written notice of all assessments shall be delivered or mailed to every Owner subject thereto. Such notice shall be sent to each owner at the last address provided by each Owner, in writing, to the Association.

(c) The omission of the Board of Directors to fix the assessments within the time period set forth above for any year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

8.08 Non-Payment of Assessment.

(a) Delinquency. Any assessment, or installment thereof, which is not paid in full when due shall be delinquent on the day following the due date (herein, "delinquency date") as specified in the notice of such Assessment. The Association shall have the right to reject partial payment of an Assessment and demand full payment thereof. If any Assessment or part thereof is not paid within ten (10) days after the delinquency date, the unpaid amount of such Assessment shall bear interest from and after the delinquency date until paid at a rate equal to the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum lawful rate.

If any Assessment or part thereof is not paid within ten (10) days after the delinquency date, a late charge shall be assessed against the non-paying Owner for each month or any part thereof, that any portion of any Assessment remains unpaid. The Association's Managing Agent shall be entitled to charge an Owner a monthly collection fee to compensate Managing Agent for its administrative costs and efforts to collect and process the late payment of Assessments. The unpaid amount of such Assessment shall also 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.

A service charge in the amount of Twenty-Five and No/100 Dollars (\$25.00) shall be charged for each check that is returned because of insufficient funds or any other reason. The standard rate of late charges and service charges may be adjusted, from time to time, by the Board consistent with any changes in the administrative costs to collect unpaid Assessments or the Association's bank charges. All late charges, collection fees, service charges and attorneys' fees assessed or incurred due to late payment of Assessments shall be charged to an Owner's Assessment account which shall be part of the delinquent Assessment and shall be payable and secured in the same manner as herein provided with regard to Assessments.

(b) Lien. The unpaid amount of any Assessment not paid by the delinquency date shall, together with the interest thereon as provided in Section 5.09(a) hereof and the cost of collection thereof, including reasonable attorney's fees, become a continuing lien and charge on the Lot of the non-paying Owner, which shall bind such Lot in the hands of the Owner, and his heirs, executors, administrators, devisees, personal representatives, successors and assigns. The lien shall be superior to all other liens and charges against the Lot, except only for tax liens and the lien of any bona fide first mortgage or first deed of trust now or hereafter placed upon such Lot. A subsequent sale or assignment of the Lot shall not relieve the Owner from liability for any Assessment made prior to the date of sale or assignment and thereafter becoming due nor from the lien of any such Assessment. The Board shall have the power to subordinate the lien securing the payment of any Assessment rendered by the Association to any other lien. Such power shall be entirely discretionary with the Board. As hereinbefore stated, the personal obligation of the Owner incurred at the time of such Assessment to pay such Assessment shall remain the personal obligation of such Owner and shall not pass to such Owner's successors in title unless expressly assumed by them in writing. Liens for unpaid Assessments shall not be affected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may exempt himself from liability for such assessment or waive or otherwise escape liability for the Assessments by non-use of the Common Properties or abandonment of his Lot. To evidence any lien, the Association shall prepare a written notice of lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot covered by such lien. Such notice shall be executed by one of the officers of the Association and shall be recorded in the Office of the County Clerk of Tarrant County, Texas.

(c) Remedies. The lien securing the payment of the Assessments shall attach to the Lot belonging to such non-paying Owner with the priority set forth in this Section. Subsequent to the recording of a notice of the lien, the Association may institute an action at law against the Owner or Owners personally obligated to pay the Assessment and/or for the foreclosure of the aforesaid lien. In any foreclosure proceeding, the Owner shall be required to pay the costs, expenses and reasonable attorneys' fees incurred by the Association. In the event an action at law is instituted against the Owner or Owners personally obligated to pay the Assessment there shall be added to the amount of any such Assessment.

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

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

Each Owner, by acceptance of a deed to a Lot, hereby expressly vests in the Association or its agents or trustees the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Section 51.002 of the Texas Property Code, and such Owner hereby expressly grants to the Association the private 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 mortgagee holding a prior lien on any part of the Properties, shall report to said mortgagee any Assessments remaining unpaid for longer than thirty (30) days after the delinquency date of such Assessment.

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

SIGNATURE PAGE TO FOLLOW

Unofficial Copy

THE STATE OF TEXAS §
COUNTY OF Tarrant §

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed as of the 11th day of October, 2022.

FERGUSON LONESOME DOVE LLC (DECLARANT)

By: *Kosse Maykus*
Kosse Maykus

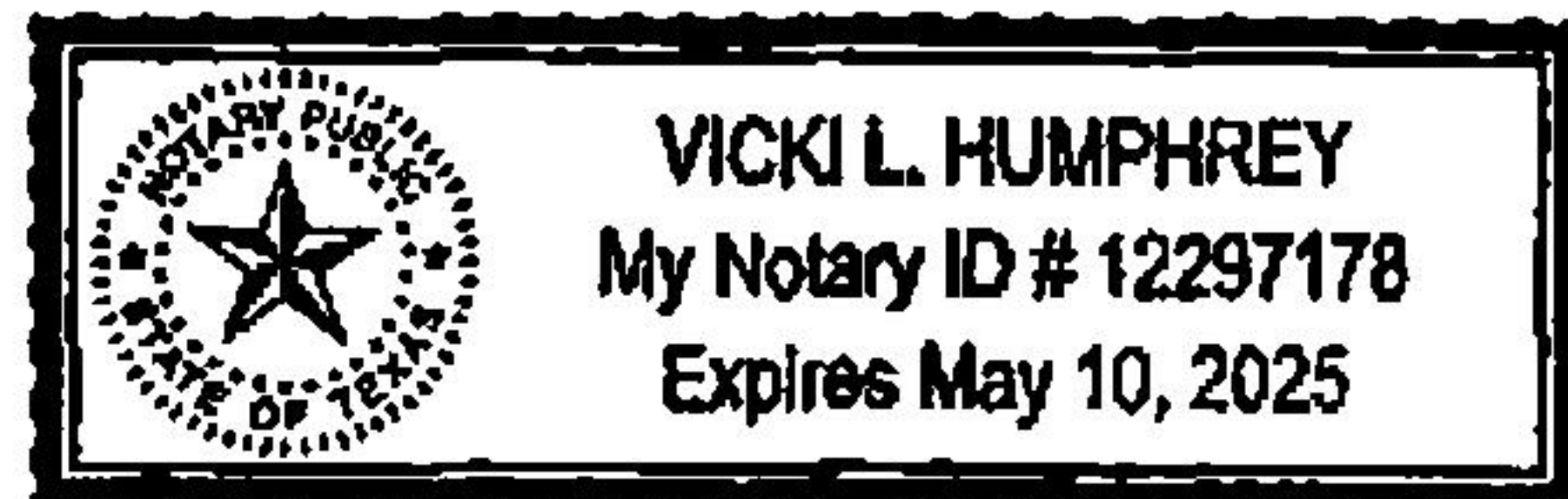
Its: Managing Member

Acknowledged before me, a Notary Public, this 11th day of October, 2022, by

Kosse Maykus, Managing Member of FERGUSON LONESOME DOVE LLC on behalf of said Limited Liability Corporation.

Vicki L. Humphrey Notary Public, State of Texas

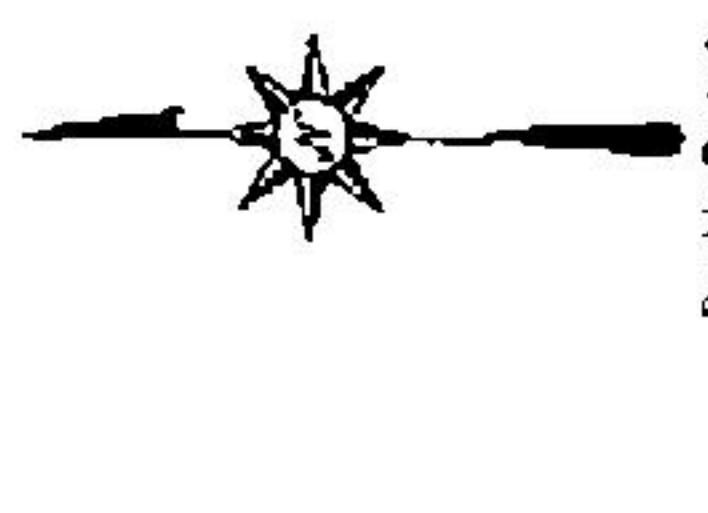
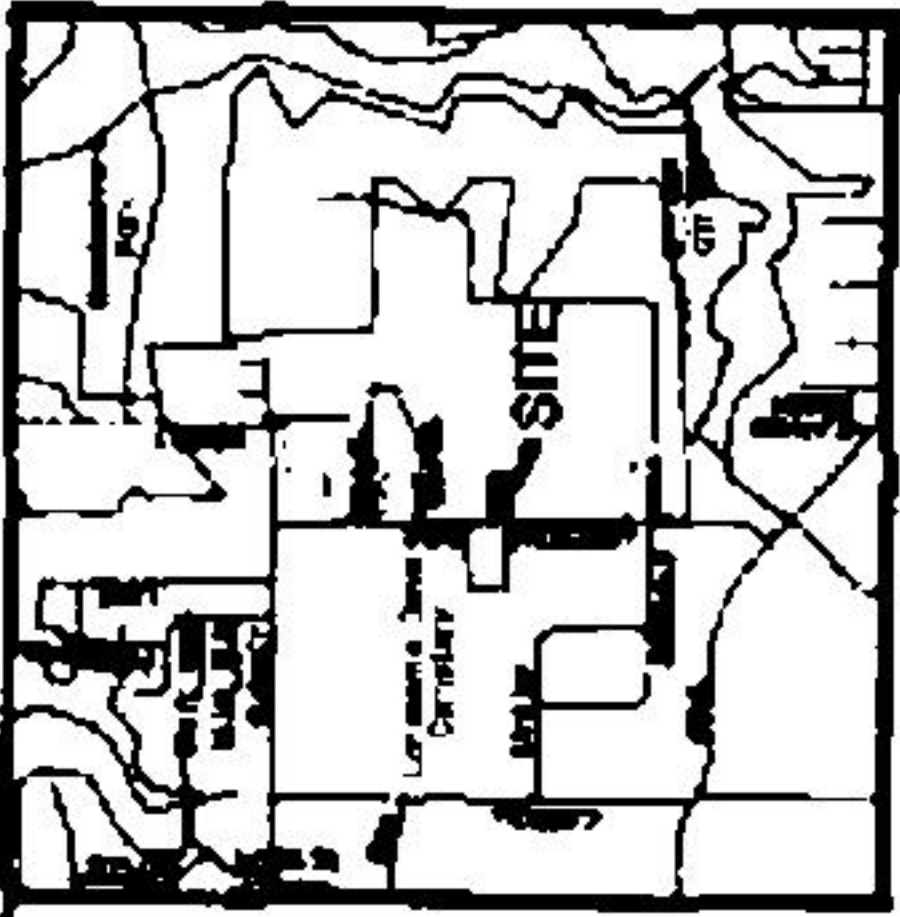
Print Name Vicki L. Humphrey



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Exhibit A-2

Approved Plat-Block 2, Lots 17 & 18, City of Southlake



NOTES

- The Survey is shown without the benefit of a survey of the subject property (as shown on the attached plat) and is based on the best available information, including the survey of the subject property as shown on the attached plat.
- All bearings and distances are based on the True Meridian (North) of 1883, North-Central Zone.
- Unless otherwise noted, all bearings and distances are in feet and inches.
- The Surveyor has not inspected the subject property and does not warrant the accuracy of the plat.
- The Surveyor is not responsible for any errors or omissions in the plat, and does not warrant the accuracy of the plat.
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WARRANTY

The Surveyor warrants that the plat is a true and correct representation of the subject property as shown on the attached plat, and that the Surveyor has not inspected the subject property and does not warrant the accuracy of the plat.

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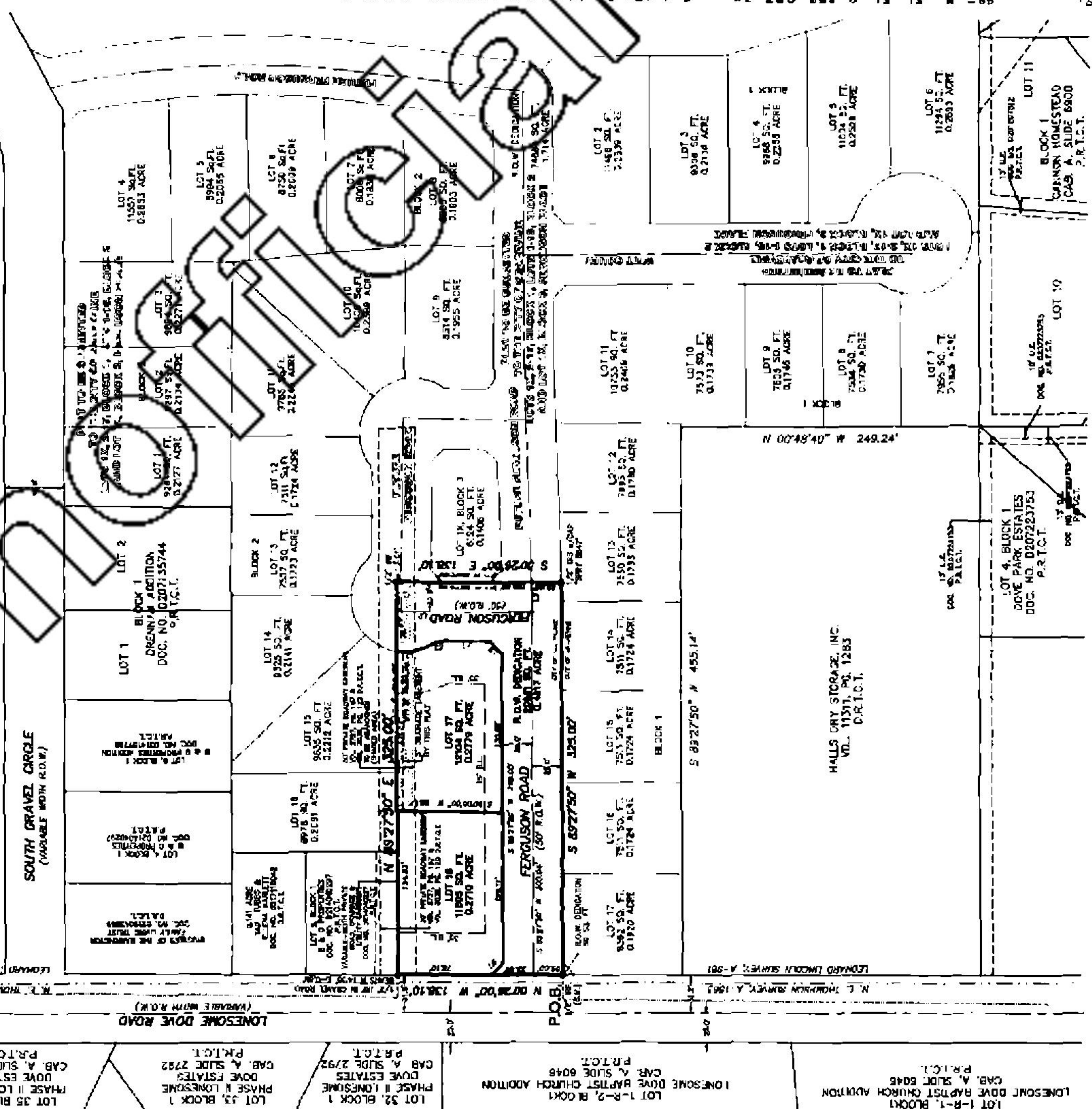
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LINE	BEARING	DISTANCE
L1	S 89°53'51" E	27.00
L2	N 05°25'00" W	49.77
L3	N 89°27'50" W	25.00
L4	S 00°26'00" E	50.48
L5	S 44°29'55" W	14.13
L6	N 45°29'05" W	14.13

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	DELTA ANGLE
C1	45.00	30.84	S 11°53'51" E	30°29'42"
C2	20.00	10.99	S 57°58'04" E	30°29'42"



LOT 1-BLOCK 1
DOVE PARK ESTATES
CAB. & SLIDE 2792

LOT 2-BLOCK 1
DOVE PARK ESTATES
CAB. & SLIDE 2792

LOT 3-BLOCK 1
DOVE PARK ESTATES
CAB. & SLIDE 2792

LOT 4-BLOCK 1
DOVE PARK ESTATES
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LOT 16-BLOCK 1
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LOT 17-BLOCK 1
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LOT 18-BLOCK 1
DOVE PARK ESTATES
CAB. & SLIDE 2792

LOT 1-BLOCK 2
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PREPARED BY:
A.S.P.E. V.L.A. L.L.O.M.S.
DICKI PUBLIC RECORDS OF TARRANT COUNTY, TEXAS
VOLUME 100
PAGE 100

DATE: MAY 1, 2022

BY: [Signature]

APPROVED BY THE CITY OF SOUTHLAKE

DATE: MAY 1, 2022

BY: [Signature]

FERGUSON PLACE

LOTS 17 & 18, BLOCK 1

A FINAL PLAT OF

AN ADDITION TO THE CITY OF SOUTHLAKE

IN THE COUNTY OF TARRANT COUNTY, TEXAS

LOW DENSITY RESIDENTIAL ZONING

